AS AMENDED
CITY OF LAREDO
CITY COUNCIL MEETING
A-2023-R-15
LIVE WEB LINK: http://laredotx.swagit.com/live
JOE A. GUERRA LAREDO PUBLIC LIBRARY
1120 E. CALTON RD.
LAREDO, TEXAS 78041
SEPTEMBER 18, 2023
5:30 P.M.

 **DISABILITY ACCESS STATEMENT** 

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact Jose A. Valdez Jr., City Secretary, at (956) 791-7308 at least two working days prior to the meeting, so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at City Hall, 1100 Victoria Ave.

Out of consideration for all attendees of the City Council meetings, please turn off all cellular phones and pagers, or place on inaudible signal. Thank you for your consideration.

Pursuant to Section 30.06 Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun.

Pursuant to Section 30.07 Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. MOMENT OF SILENCE

IV. ROLL CALL

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

V. RECOGNITION

1. Recognizing City of Laredo Health Assistant Director, Erika Gutierrez Martinez for being recognized as one of the 40 Under 40 in Public Health. The de Beaumont Foundation announced its Class of 2023, Thursday, September 7, 2023, after reviewing nominations from hundreds of professionals working to benefit state or local public health across the United States. Erika Martinez serves as the only honoree representing Texas. The class was selected by a distinguished panel of public health professionals for their leadership and impact on their community's health.

2. Recognizing the Laredo Area Community Foundation and the local Jefferson Award Nominations.

VI. COMMUNICATIONS

1. Recognizing Joe Rivera as the Information Services & Telecommunications Director for the City of Laredo.

VII. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

1. Appointment by Council Member Gilbert Gonzalez of Gerardo Montemayor to the Laredo/Webb County Drug and Alcohol Commission.

VIII. PUBLIC HEARINGS

1. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 8, Block 446, Western Division, located at 1819 Santa Rita Avenue, from R-3 (Mixed Residential District) to B-4 (Highway Commercial District).

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

   ZC-075-2023
   District VIII

2. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, 2, and 3, Block 819, Eastern Division, and a 0.028-acres tract of land out of an alley south of Lots 1-3, Block 819, Eastern Division of the City of Laredo, Texas as per Volume 7, Page 15, Webb County Plat Records, located at 1501 Chihuahua Street, from R-O (Residential/Office District) to B-3 (Community Business District).

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

   ZC-078-2023
   District III

3. **Public Hearing and Introductory Ordinance** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 2.0 acre tract of land being all of the 2.0 acres conveyed to Grupo Immobilario Salinas, in deed recorded in Volume 5408, Page 671, Webb County Official Public Records, Webb County, Texas, being a portion of a 9.94 acre tract of land conveyed to Antonio Castillo, Jr and Carlos Castillo, recorded in Volume 547, Page 205, deed records of Webb County, Webb County Texas, and also being a part of a survey 2150, abstract 660, D. Sanchez, Original Grantee, Webb County, Texas, located north of Jacaman Road and east of Casa Verde Road, 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 **supports** the application.

   ZC-084-2023
   District V

4. **Public Hearing and Introductory Ordinance** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on Lot 1, Block 1, Alexander Commercial Subdivision, Phase XIV, located at 1119 Fenwick Drive, Suite 206 (2,639 square feet).

   The Planning and Zoning Commission recommended **approval** of the proposed special use permit and staff **did not support** the application.

   ZC-085-2023
   District V

5. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 1.118 acres, located in the Jose Antonio Diaz, Survey 34, Abstract 762, Webb County, part of a 58.06 acres tract described in Tract IV of conveyance document to ALS Laredo Holdings, Limited Liability Company recorded in Volume 3342, Pages 687-et seq., of the Webb County Official Public Records, Webb County, Texas, located east of South Ejido Avenue and north of La Terraza Way, 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-087-2023
   District I

6. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on Lots 3 and 4, Block 61, Calton Gardens Subdivision, located at 5216 Springfield Avenue, Suite 3 and 4 (1,893 square feet).

   The Planning and Zoning Commission recommended **approval** of the proposed special use permit and staff **does not support** the application.

   ZC-088-2023
   District IV

7. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 1.9891 acres, situated in Porcion 24, Toribio Rodriguez, Original Grantee, Abstract 268, and being out of a 200.68 acre tract of land, conveyed to Charco Land Sales, Limited Liability Company, as recorded in Volume 5400, Pages 824-829, Official Public Records of Webb County, Texas, located east of Bob Bullock Loop and north of Inspiration Parkway, from R-1 (Single Family Residential District) to B-3 (Community Business District).

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

   ZC-089-2023
   District VI

8. **Public Hearing and Introductory Ordinance** Amending the Zoning Ordinance (Map) of the City of Laredo by repealing Ordinance 2011-O-043 which authorized a conditional use permit for a roofing company and authorize the issuance of conditional use permit for a cleaning service on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 East Ash Street.

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

   ZC-090-2023
   District IV

9. **Public Hearing and Introductory Ordinance** Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2022-O-083, which authorized a special use permit for a restaurant serving alcohol on Lot 1, Block 1, Emami Plaza Plat, located at 3311 East Del Mar Boulevard, Suite 101 (6,924 square feet) in order to reduce the square footage and amend the hours of operation.

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

   ZC-091-2023
   District V

10. **Public Hearing and Introductory Ordinance** Authorizing the City Manager to enter into and execute a Memorandum of Understanding (MOU) between the City of Laredo Police Department Texas Anti-Gang Center (LPD/TAG) and San Antonio Texas Anti-Gang Center (SA/TAG), via the Texas Department of Public Safety (TXDPS) for the purpose of executing a transfer of investigative equipment, to accept said equipment and to amend the FY22-23 Special Police Fund budget by appropriating and increasing revenues and expenditures in the amount of $190,792.00 to reflect the value of the investigative equipment and accessories. The equipment will be used for drug related investigations as part of the LPD/TAG program. The acquisition of equipment and mutual agreement is at no cost to the City of Laredo.

11. **Public Hearing and Introductory Ordinance** ratifying the execution of a contract amendment from the Health and Human Services Commission in the amount of $1,018,903.00, with a grant award match of $1,018,903.00, for a total amount of $2,037,806.00 and amending the FY23-24 Full Time Equivalent Listing by adding one (1) Physician Assistant, 209 position and two (2) Office Assistant, 201 positions for the City of Laredo Health Department Community Mental Health Program for the term from September 1, 2023, through August 31, 2024.

12. **Public Hearing and Introductory Ordinance** An ordinance of the City of Laredo, Texas, Amending the FY22-23 9-1-1 Regional Administration Budget by appropriating additional revenues and expenditures provided by the Commission on State Emergency Communications (CSEC) in the amount of $197,562.00 to provide additional funding for Jim Hogg, Starr, Webb and Zapata Counties for the period beginning September 1, 2023, and ending August 31, 2024.

13. **Public Hearing and Introductory Ordinance** An Ordinance of the City of Laredo, Texas, amending chapter 18, article III, section 15, of the Code of Ordinances by changing the application fee for all garage sales to fifteen (15) dollars, increasing the maximum number of garage sale permits per person to five (5), and exempting documented non-profit organizations from the fees and the maximum limit requirement.

(Recess)
(Press Availability)

IX. INTRODUCTORY ORDINANCES

14. An Ordinance to discuss and take action on an ordinance authorizing the issuance, sale and delivery of up to $55,695,000 in aggregate principal amount of “Combination Tax and Revenue Certificates of Obligation, Series 2023” for paying all or a portion of the City's contractual obligations incurred for the purpose of:
(1) planning, constructing, improving and repairing streets, sidewalks, bridges and drainage improvements, together with right-of-ways acquisition, traffic and street signalization, landscaping, and lighting improvements;
(2) acquiring, constructing, improving and equipping public safety facilities;
(3) acquiring, constructing, improving and equipping solid waste facilities;
(4) acquiring, constructing, improving and equipping municipal parks;
(5) renovating, improving, and equipping existing municipal buildings and facilities;
(6) acquiring municipal equipment and municipal vehicles for various city departments, including the solid waste and public safety departments;
(7) acquiring, constructing, improving and equipping facilities to improve city telecommunications, wireless communications, information technology systems, applications, hardware, software, and cybersecurity;
(8) purchasing real property, materials, supplies, equipment, information technology, machinery, landscaping, land, and rights of way for authorized needs and purposes related to the aforementioned capital improvements and
(9) paying legal, fiscal and engineering fees in connection with such projects; securing the payment thereof by authorizing the levy of an annual Ad Valorem Tax and a pledge of certain surplus revenues of the City’s international toll bridge system; approving and authorizing the execution of all instruments and procedures related; and declaring an effective date.

15. Authorizing the City Manager to grant a non-exclusive franchise to Ramco Waste 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 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 and an effective date.

16. An Ordinance closing and vacating, as a public easement, a section of Vidaurri Avenue between Jefferson Street and Shea Street, being a 1.20 acres tract of land out of Vidaurri Avenue Right-Of-Way, situated in District VIII, The Western Division, City of Laredo, Webb County, Texas; The City of Laredo reserves any and all apparent and visible easements recorded or not recorded; Hereof, Closed as a public Easement and providing for an effective date.

17. Authorizing the City Manager to grant a non-exclusive franchise to Special Operations Dumpster Rentals 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 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 and an effective date.

X. FINAL READING OF ORDINANCES

18. **2023-O-178** Amending the City of Laredo Land Development Code, Section 24.63.2 to identify “Reception Hall,” either indoor or outdoor, as permitted uses, Sections 24-65.14 and 24-65.15 to provide enclosed structure and separation distance requirements in B-3 and B-4 zones, respectively, Section 24-94.5 to allow properties zoned Historic Residential Office (H-R-O) to apply for a Conditional Use Permit (CUP) for a Reception Hall (Outdoor) use, and providing distance requirement exemption, and amending Appendix A to provide a definition for “Reception Hall (Indoor or Outdoor)," and providing that this ordinance shall be cumulative, providing for severability clause, and providing for publication and effective date.

19. **2023-O-179** Authorizing the City Manager to accept a grant and appropriate the funds from the Department of Homeland Security (DHS) and the Federal Emergency Management Agency for the FY 2023 Shelter and Services Program to provide services to individuals and families released from DHS custody and amend the FY 22-23 General Fund budget by increasing revenues and expenditures in the amount of $5,961,992.00. Additionally, amending the FY 2022-2023 Full-Time Equivalent position listing by adding one Assistant Emergency Management Coordinator (pay grade 210) and one Administrative Assistant (pay grade 203). The performance period is

March 1, 2023, through September 30, 2025.

20. **2023-O-180** Authorizing the City Manager to amend the City of Laredo FY 2023 Airport Operations Budget to accept and appropriate revenues and expenses by the amount of $7,664,558.00 for Federal Aviation Administration Grant No. 3-48-0136-104-2023. This grant will be used for the construction of Taxiways J1 & J2 at the Laredo International Airport. Local match is $851,618.00 and is available in the Airport Operations fund; providing for severability; and providing for an effective date.

21. **2023-O-181** Authorizing the City Manager to amend the City of Laredo FY 2023 Airport Operations Budget to accept and appropriate revenues and expenses by the amount of $1,646,457.00 for Federal Aviation Administration Grant No. 3-48-0136-105-2023. This grant will be used for the Rehabilitate Terminal Building at the Laredo International Airport. Local match is $182,940.00 and is available in the Airport Operations fund; providing for severability; and providing for an effective date.

22. **2023-O-182** Amending Ordinance No. 2023-O-070; by further amending Laredo Municipal Code, Chapter 4 - Airport, Article I - In General, Section 4-7. Definitions and Section 4-8. Landing fees; adding and clarifying definitions pertinent to the article; amending "Landing Fees" to include general aviation aircraft language in landing fee rate for non-signatory non-tenant airlines, including "Airport's Designated Contractor" language; including "aircraft operator may be liable for interest on the past due balance"; providing that this ordinance shall be cumulative; providing a severability clause; providing for publication; and providing an effective date.

23. **2023-O-183** Authorizing the City Manager to accept an award of a grant from the Office of The Governor’s Homeland Security Grants Division (HSGD), as a supplemental award, for the purpose of funding the FY 2022 Operation Stone Garden Grant (OPSG) and amending the FY 2023 budget by appropriating revenues and expenditures in the amount of $42,833.00. This funding shall be utilized for expenses used for Stone Garden operations by airport law enforcement. No local match is required.

24. **2023-O-184** Adopting the proposed annual budget for Fiscal Year 2023-2024 by appropriating the proposed revenues, expenditures and balances reported therein for the year beginning October 1, 2023 and ending September 30, 2024, consistent with the financial plan described in said annual budget (see Exhibit "A") and motions approved by City Council at the public workshop on August 8-10, 2023 (see Exhibit "B") and the Holiday Schedule for Fiscal Year 2023-2024 (see Exhibit "C") and authorizing the Interim City Manager to implement said annual budget.**(As amended)**

25. **2023-O-185** Authorizing the City Manager to accept a contract amendment from the Bexar County Hospital District d/b/a University Health in the amount of $353,143.00 with no match, and amending the FY22-23 Full-Time Equivalent Position Listing by creating one (1) Medical Office Assistant, 204 for the City of Laredo Health Department HEP C- Colonias Advancing and Restoring Esperanza (C.A.R.E.) Program for the term period of June 1, 2023, through May 31, 2024.

26. **2023-O-186** Ordinance amending ordinance number 2020-O-149; Chapter 18 of the Code of Ordinances, Article VIII, Temporary Parklet Pilot Program, by updating and making the program permanent and including language to incorporate similar usage for sidewalk cafés and street patios; providing for procedures and criteria for the granting of a permit; permit fees; providing that this ordinance shall be cumulative; providing a severability clause; providing for publication; and declaring an effective date.

27. **2023-O-187** An Ordinance of the City of Laredo, Texas, amending Chapter 2, Article II, Division 6 (Pay Administration), of the City of Laredo Code of Ordinances, Specifically Section 2-87.7- Policy (c.)(12)(a.) by providing for a Three Percent (3%) Cost of Living Adjustment (COLA) to all City employees except Interns, Cooperative Education Program Employees (CO-OPS), Elected Officials, Temporary Contract Labor Employees, and Firefighters and Police Officers governed by the terms of Collective Bargaining Agreement effective October 1, 2023; There is no action or impact to the current wage schedule (Exhibit A); and providing for an effective date.

28. **2023-O-188** An Ordinance of the City of Laredo, providing for the adoption of a tax rate of $0.533945 per $100.00 value. This tax rate will have a Maintenance and Operation Rate of $0.419072 per $100.00 value and an Interest and Sinking Fund Rate of $0.114873 per $100.00 value for the levy and the collection of General and Special Ad Valorem taxes for the City of Laredo estimated at $108,772,847.00 for

Tax Year 2023 and Fiscal Year 2023-2024.

XI. CONSENT AGENDA

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

AIRPORT: STAFF SOURCE GILBERTO SANCHEZ, AIRPORT DIRECTOR

29. Consideration to award purchase contract to vendor Convergint Technologies LLC, Austin, TX, for the upgrades, replacement, repairs, and installation of security cameras for the Laredo International Airport for the amount not to exceed $97,163.85. These cameras and security features will be obtained through Omnia Partners Cooperative Program under contract number R220702. This will be a one time purchase for needed upgrades to the surveillance system, as these are federal security requirements. Funding for this contract is available in the International Airport Operations Budget.

BRIDGE: STAFF SOURCE YVETTE LIMON, BRIDGE DIRECTOR

30. Consideration to award contract FY23-076 to the lowest responsive, responsible bidder Temprite Mechanical, Inc., Laredo, TX for an amount of $73,207.00. This is a purchase contract for the replacement of a new A/C chiller at Bridge #1; work shall consist of disconnection and removal of old chiller to replace with new Carrier 50-ton chiller. Funding is available in the Laredo Bridge System's Operation Fund.

Temprite Mechanical, Inc.	Price
Equipment & Services	$72,500.00
Payment Bond	$707.00
Total	$73,207.00

31. Consideration to authorize purchase contract to TransCore, Atlanta, GA (sole source vendor) for an amount of $105,600.00. These are cumulative, as needed, purchases which include: blades, readers and other parts for lane controllers at all toll booths used to relay the information from the weigh-in motion to the toll system. Funding is available in the Laredo Bridge System Fund.

32. Authorizing the City Manager to approve the purchase of cellular signal boosters to optimize indoor cellular coverage for the Juarez/Lincoln Bridge (Bridge II) and the Colombia Solidarity Bridge (Bridge III) administration buildings from GTS Technology Solutions, Inc., Austin, Texas through the State of Texas DIR Cooperative Purchase Contract DIR-CPO-4751, DIR-CPO-4754 and the Interlocal Purchasing System Contract TIPS 200105 in the amount of $119,234.84. Funding is available in the Laredo Bridge System Fund.

33. Consideration to authorize the City Manager to enter into a contract for professional services in the amount of $118,210.00 with TransCore, LP, Houston, Texas. This contract is for software development and integration of new credit card readers at the Laredo Bridge System Customer Service Centers. Funding is available in the Bridge System Fund.

COMMUNITY DEVELOPMENT: STAFF SOURCE TINA MARTINEZ, COMMUNITY DEVELOPMENT DIRECTOR

34. Consideration to award contract FY23-072 to RCC Roofing & Construction, Laredo, TX, in the amount of $79,105.00 for CE 2023/Office Space - 224 Cherry Hill Dr. - Municipal Housing Improvement Project. This is a one-time rehabilitation project; all labor, materials, equipment and bonds are included in the total price. Funding for this contract is available in the Laredo Municipal Housing Fund and the 2018 CO Bond.

35. Authorizing the City Manager to enter into a contract with the Laredo Housing Finance Corporation (LHFC) and award $65,000.00 to assist with the operations of Hamilton Hotel Elderly Apartment Complex. The LHFC is a nonprofit public corporation established by the governing board of the City of Laredo; and it currently owns and operates the Hamilton Hotel Affordable Housing Complex. Funding is available in the General Fund.

ECONOMIC DEVELOPMENT: STAFF SOURCE MIRIAM CASTILLO, ECONOMIC DEVELOPMENT DIRECTOR

36. **2023-R-182** Authorizing the City Manager to submit a federal grant application to the US Department of Transportation for the FY2023 Reconnecting Communities and Neighborhoods (RCN) program for the Boulevard of the Americas Project in the amount not to exceed $25,000,000 to construct and improve right of ways, roadway crossings, and pedestrian improvements at the four blocks of the IH-35 mile marker one in order to promote pedestrian traffic, improve pedestrian safety, widen sidewalks, bring back life to the area and promoting economic development. The project will be submitted for consideration under the Neighborhood Access & Equity (NEA) portion of the grant opportunity. The grant program does not require a local cost share at this time.

16. **ENGINEERING:** STAFF SOURCE RAMON CHAVEZ P.E., ENGINEERING DIRECTOR

37. Consideration for approval to award a construction contract to the lowest responsible responsive bidder REIM Construction, Inc., Mission, Texas, in the amount of $9,042,602.00 for the Laredo International Airport Construction of Taxiways J1 and J2 with a construction contract time of Three Hundred Eighty-Five (385) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. After a notice to proceed is issued, estimated completion date for the project is scheduled for November 2024. Funding is available in the Airport Fund FAA Grant No. 104.

38. Consideration for approval of amendment no.1 an increase of $654,562.61 to a professional services contract with RS&H, Inc., San Antonio, Texas for the Laredo International Airport to construct taxiways J1 and J2. This amendment no. 1 is to provide construction administration services, full time resident project representative (RPR) services, construction materials testing services and direct expenses to construct Taxiways J1 and J2. Current contract amount with this amendment is $1,270,587.11. Funding is available in the Airport Fund – FAA Grant No. 104.

FINANCE: STAFF SOURCE MARK DEMAY, FINANCE DIRECTOR

39. Authorizing the City Manager to award a three year Professional Service Contract to the best value applicant, PNC Bank, for depository banking services for fiscal years 2024 through 2026 at a net estimated cost of $258,982.02 based on option one using earnings credits. Option two uses interest bearing accounts and would result in a net revenue for the City of $46,680,48. The contract has an additional two year extension option. Funding is available in various City Department Budgets. Contract is subject to future appropriations.

FIRE: STAFF SOURCE GUILLERMO HEARD, FIRE CHIEF

40. Consideration to award contracts for a Workforce TeleStaff System for an annual total contract amount of $53,400.00, to the following vendors:
    - JK Seva, Oakhurst, CA in the amount of $15,000.00;
    - Kronos Incorporated, UKG Co, Lowell, MA, in the amount of $38,400.00.

    The TeleStaff Implementation and Cloud Software will be utilized by the Laredo Fire Department and will include but not limited to: Security, Organization, Shift, Roster, Code Management, daily scheduling, special event hiring, reports, maintenance and monitoring. The TeleStaff Cloud Software with Kronos Incorporated, UKG Co, Lowell, MA, will be purchased utilizing Omnia Partners Cooperative Contracts #18220 and #18221. The term of contract will be for a (1) one year with the option to renew (3) three additional (1) one-year periods. Funding is available in the General Fund.

41. Authorizing the City Manager to execute the renewal of an Education Affiliation Agreement between Doctors Hospital of Laredo and the City of Laredo Fire Department to provide clinical education for the Laredo Fire Department Paramedic School, which is accredited with CoAEMSP. No financial impact.

FLEET MANAGEMENT: STAFF SOURCE RONALD MILLER, FLEET DIRECTOR

42. Consideration to renew annual contracts FY20-079 for the purchase of truck tires with the following vendors:

    a. Section I - Southern Tire Mart, Laredo, Texas in an amount up to $500,000.00 (Primary Vendor);
    b. Section II - The Goodyear Tire & Rubber Company, Akron, Ohio, in an amount up to $150,000.00 (Primary Vendor)
    c. Southern Tire Mart, Laredo, Texas, in an amount up to

$125,000.00 (Secondary Vendor).

All tires will be secured on an as-needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. Due to an industry-wide increase on rubber materials cost, The Goodyear Tire Company is proposing a 6% increase in pricing while Southern Tire Mart will not be requesting a price increase during this extension period. This is the last extension period for this contract. Funding is available in the Fleet Maintenance Fund.

43. Consideration to renew annual service contract FY21-001 for the purpose of repairing the City's automated side loader trucks with the following vendors:

1. Gutierrez Machine Shop, Laredo, TX, in an amount up to $150,000.00 (primary vendor);
2. Laredo Mechanical Industrial Services, Laredo, TX, in an amount up to $130,000.00 (secondary vendor);

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This is the last extension period for this contract. All services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Budget.

44. Consideration to renew contract FY22-088 with Industrial Disposal Supply, San Antonio, Texas, in an amount up to $125,000.00 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's street sweepers. All parts will be secured on an as-needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed two additional one year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Maintenance Budget.

HEALTH: STAFF SOURCE DR. RICHARD CHAMBERLAIN, HEALTH DIRECTOR

45. Authorizing the City Manager to accept and enter into a continuation contract with Valley AIDS Council d/b/a Westbrook Clinic in the amount of $53,759.00, with no grant match required, for the City of Laredo Health Department HIV/AIDS Ryan White Part D Program for the term period from August 1, 2023, through July 31, 2024.

INFORMATION SERVICES & TELECOMMUNICATION: STAFF SOURCE JOE RIVERA, IST DIRECTOR

46. **2022-R-179** A resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept a grant in the amount of $5,322,496.00 from the commission on State Emergency Communications to fund 9-1-1 program and equipment budget for the South Texas Region, including Jim Hogg, Starr, Webb, and Zapata Counties, for the period beginning September 1, 2023, through August 31, 2025.

PARKS AND RECREATION: STAFF SOURCE JUAN J. GOMEZ, PARKS AND RECREATION DIRECTOR

47. Consideration to authorize the purchase of the following landscaping equipment for the Max Mandel Golf Course from Landscapes Unlimited, LLC, in the amount of $248,975.00:
(2) JD 8700 Fairway Mowers
(1) 7200A Mower
(1) JD ProGator 2020 (gas)
(1) JD Aerocore 800 Aerator
(1) HD 300 Sprayer
(1) JD 1200A Bunker Rake
(3) JD 200E-Cut Hybrid Walk Greens Mowers
(3) JD 200E-Cut Walk Behind Green Mower Trailers
(4) JD TX 4x2 Gators
(1) KB4 Buffalo Turbine Blower
(1) Dakota Model 550 Turf Contractor Dump Box
(1) Ryan Model 54495C 12" JR Sod Cutter
(1) JD 1200H Hydro Rake
(1) Kindot Spiker Attachment
(1) JD 1570
(2) JD 2500B Gas Riding Mower
(1) Thatch Away Supa System
(1) Progressive Pro Flex 120 B Countour Finishing Mower
(2) KB4 Buffalo Turbine Blowers
(1) John Deere 1800 Bunker Rake

(2) John Deere Turf Gators
(2) Toro RM5510D Fairway Mowers

Funding is available in the General Fund.

POLICE: STAFF SOURCE STEVE E. LANDIN, ACTING CHIEF OF POLICE

48. **2023-R-180** Authorizing the City Manager to ratify the submission of a grant application and to accept said grant from K9s4COPs to receive a police service dog to be trained and used by the Laredo Police Department for law enforcement purposes. The police service dog is grant funded and will be at no cost to the City of Laredo.

TAX: STAFF SOURCE DORA MALDONADO, TAX ASSESSOR COLLECTOR

49. Consideration to nominate a Council Member/Person as the City of Laredo's candidate to the Webb County Appraisal District Board of Directors for the 2024-2025 Year Term as per Section 6.03 of the Texas Property Tax Code.

50. Motion to approve tax roll adjustments for the month of August 2023. The amounts adjusted represent a decrease of $25,843.18 for prior year taxes and a decrease of $23,717.83 for current year taxes. The aggregate adjustment represents a decrease of $49,561.01. These adjustments are determined by value changes reported by the Webb County Appraisal District.

TRAFFIC SAFETY: STAFF SOURCE ROBERT F. PENA, INTERIM TRAFFIC DIRECTOR

51. Consideration to authorize the purchase of one 2023 Chevrolet 4500 Regular Cab Flat Bed Truck from Lake Country Chevrolet, Jasper, Texas in the amount of $68,522.75 through the TIPS Cooperative Purchasing Program’s contract pricing. This truck is a new unit for the Traffic Safety Signs/Markings Division. Funding is available in the 2021A Certificate of Obligations Fund.

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

52. Authorizing City Manager to approve amendment No. 1 to Top Site Civil Group, LLC of Laredo, Texas, a professional engineering services contract, in the amount of $30,000.00 for the 24-inch Waterline - Loop 20 Airport to Bustamante project. The revised contract amount with the amendment is $490,000.00. Funding is available in the 2020A Water Revenue Bond.

53. Consideration to authorize the purchase of one (1) 2023 International HV Tractor Truck from Santex Truck Center, Laredo, Texas in the amount of $137,000.00 through the Houston-Galveston Area Council (HGAC Cooperative Purchasing Program's contract pricing. This truck will be replacing unit# 13552 which has reached it useful life. Funding is available in the 2018 PPFCO and 2022 Water Revenue Bond.

54. Authorizing the City Manager to award a Buy Board Contract (Contract 662-22) to Utility Service Co. Inc.(USC) in the amount of $1,716,565 to be paid over a 5-year period. USC performed a visual inspection of all tanks and identified the deficiencies in each water tank. This contract is phase 2 of the Utilities Department's plan to fix the deficiencies identified on five water tanks and to bring them into compliance to avoid any TCEQ violations. This contract will be paid over five years as follows: Year 1 $350,557.00, Year 2 $341,502.00, Year 3 $341,502.00, Year 4 $341,502.00 and Year 5 $341,502.00. Funding is available in the Waterworks Construction Account.

55. Consideration to renew supply contract number FY21-095 with Core & Main, St. Louis, Missouri, in an amount up to $706,842.17 for the purchase of rubber couplings, PVC pipe, and related materials for the Utilities Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be extended one (1) additional one (1) year period, upon mutual agreement. Funding is available in the Sewer System Fund.

END OF CONSENT AGENDA

XII. STAFF REPORTS

56. Discussion with possible action on ongoing audits and/or irregularities identified by the Internal Auditor including the potential assignment of other and/or additional auditing duties; and any other matters incident thereto.

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

XIII. EXECUTIVE SESSION

The Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any posted agenda item when authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and/or 551.086 (Economic Development). Following closed session, the open meeting will reconvene at which time action, if any, may be taken.

58. Request for Executive Session pursuant to Texas Government Code 551.071 (1)(A) to consult with legal counsel concerning Tony Moreno v. City of Laredo and the Laredo Municipal Civil Service Commission and any other matters incident thereto.

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

59. **2023-RT-08** Authorizing the City Manager to accept and execute additional funds from the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities under the Fixing America's Surface Transportation (FAST) Act grant in the amount of $42,105.00 FTA share (50%) and $42,105.00 In-Kind Match (50%) for the total of $84,210.00 additional funds will be added to grant application TX-2022-005-01. The additional funds will be used to cover El Lift - Paratransit operating expenses.

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

60. **GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS**

A. **Request by Mayor Dr. Victor D. Trevino**

1. Discussion with possible action addressing the short and long term plan for alternative water sources and practices that the City can implement that can extend our availability of water from the Rio Grande River, and any matters related thereto.

B. **Request by Council Member Daisy Campos Rodriguez**

1. Discussion with possible action to amend Ordinance 2019-O-111 for voluntary committee members and retract the years of service portion, as they are willing to volunteer their time. This would address the problem of vacant position in committees established members can help with experience, knowledge, and stability for City of Laredo committees.

C. **Request by Council Member Melissa R. Cigarroa**

1. Recognition of TAMIU professor and author Dr. Mehnaaz Momen for her recent release of the novel LISTENING TO LAREDO. "Mehnaaz Momen's analysis of the interplay between local, regional, and global dynamics at the U.S. - Mexico border expands our understanding of the ways globalization is generating transformation." **(Co-Sponsored by Council Member Alyssa Cigarroa)**

2. Recognizing the Illinois National Guard for their volunteer work for the past year during their service deployment in staffing City - Wide dog vaccine clinics. Also recognizing Pets Alive Laredo for their efforts in 2023 to provide free dog vaccines and dog food and in organizing these clinics to improve pet health in our City. This Illinois National Guard regiment will return to their home state soon; luckily Pets Alive Laredo will continue their work. As a City we express our gratitude for their dedication and support in providing this valuable resource for Laredo's pet owners. **(Co-Sponsored by Council Member Gilbert Gonzalez)**

D. **Request by Council Member Alberto Torres, Jr.**

1. Discussion with possible action to establish policy/code for thrift store/non-profit donation bins; and any other matters incident thereto.

E. **Request by Council Member Ruben Gutierrez, Jr.**

1. Discussion with possible action to instruct City Manager to authorize staff to install speed humps at the following locations, where deemed necessary, under the Special Provision of the Speed Hump Installation Policy and to authorize the use of asphalt type speed humps instead of speed cushions which is currently required under the policy and any other matters incident thereto. City Council District V Priority Funds will be used for this project.

- Crownhood Drive
- Mahogany Court

F. **Request by Council Member Dr. Tyler King**

1. Discussion with possible action to finalize a strategy for how the City plans to move forward with the $333,875.00 Shiloh Hike and Bike Trails grant that the City recently accepted from the Texas Parks and Wildlife Department (TPWD), including the bidding process and other matters incident thereto.

G. **Request by Council Member Vanessa J. Perez**

1. Discussion with possible action to support the Laredo Veteran Affairs Committee by incorporating an interactive community calendar to their website and any other matters incident thereto. **(Co-Sponsored by Council Member Alyssa Cigarroa)**

2. Discussion with possible action to consider the creation of an ordinance prohibiting the parking of trucks, trailers, and other recreational vehicles on property that has been designated as floodway and any other matters incident thereto.

3. Discussion with possible action to have the Planning and Zoning Commission recommend an ordinance revising the permitted land uses to address the dangers of allowing truck, trailer and recreational vehicle parking on property that has been designated as floodway and any other matters incident thereto.

H. **Request by Council Member Alyssa Cigarroa**

1. Discussion with possible action to reprioritize Vision Zero planning and initiatives in an effort to eliminate traffic deaths, along with evaluating existing ordinances, policies and procedures related to school zone safety and any other matters incident thereto. **(Co-Sponsored by Council Member Melissa Cigarroa and Council Member Dr. Tyler King)**

XVI. ADJOURN

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, September 15, 2023, at 5:00pm.

_____
Jose A. Valdez, Jr.
City Secretary

Public Hearings (also Intro Ord) 1.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager
Initiated By: Ruben Miguel Garza, Owner/Applicant

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 8, Block 446, Western Division, located at 1819 Santa Rita Avenue, from R-3 (Mixed Residential District) to B-4 (Highway Commercial District).

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

ZC-075-2023
District VIII

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VIII - Cm. Alyssa Cigarroa

Proposed use: Auto Body Repair

Site: The site is currently occupied by an auto body shop.

- On May 8, 2023, the owner/applicant received a citation from a Zoning Enforcement Officer. The citation stated five offenses at the location of 1819 Santa Rita Avenue. The offenses are as follows:
  - Operating Auto repair, Auto body and paint body shop in a residential R-3 Zone. Section 24.63
  - Operation a vehicle holding and/or impound yard in a residential R-3 Zone. Section 24.63
  - Operating a business without a Certificate of Occupancy, Section 18-22, Section 111
  - Construction an auto shop/commercial building without proper construction permits, Section 24.16.1 and Section 105
  - Construction and/or installing a prohibited metal fence, Section 24.79.2

Surrounding land uses: To the north of the site is Sanchez Street and residential uses. To the east of the site is residential uses and Santa Cleotilde Avenue. To the south of the site is residential uses and Garza Street. To the west of the site is Santa Rita Avenue and residential uses.

Comprehensive Plan: The Future Land Use Map recognizes this area as High 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 Santa Rita Avenue and Sanchez Street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 55 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission is a **6** to **0** vote recommended **denial** 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 High Density Residential (R-3, R-2, B-1R, B-1, R-O), which does not allow B-4 zoning districts.
2. The proposed zone change does not meet the Laredo Land Development Code location requirement stating that B-4 districts should be located along Major Arterials or a Freeway. Santa Rita Avenue and Sanchez Street is not identified on the Thoroughfare Plan.
3. The property does not meet the minimum lot area requirement of 10,000 square feet for B-4 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot area is approximately 8,680 square feet.
4. The property does not meet the minimum lot width requirement of 100 feet for B-4 zone districts as per the Laredo Land Development Code, Sectional 24.77.1 Dimensional Standards. The property lot width is approximately 69.44 feet.
5. The proposed zone changed will create an isolated zoning district.
6. The property abuts a large area of R-3 (Mixed Residential District) to the north, east, south, and west.
7. The proposed zone change is not compatible with the residential uses in the surrounding area or neighborhood.

Staff **does not support** the application.

B-4. The purpose of the B-4 District (Highway Commercial District) is to provide for

those businesses and services serving a regional area which are to be located primarily along principal (major) arterial streets or the freeway, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily along principal arterial streets or the freeway and to impose site development regulations to ensure adequate access of all uses within this classification.

Is this change contrary to the established land use pattern?
Yes. The site is surrounded by residential uses to the north, east, south, and west.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes. The proposed zone changed will create an isolated zoning district.

Will change adversely influence living conditions in the neighborhood?
The proposed zone change may negatively influence the living conditions in the neighborhood. The proposed site abuts a large area of residential uses.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the existing zone does not allow for an auto body repair intended by the applicant.

Fiscal Impact

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

Attachments

Maps
Zone Change Signage
Ordinance - DRAFT

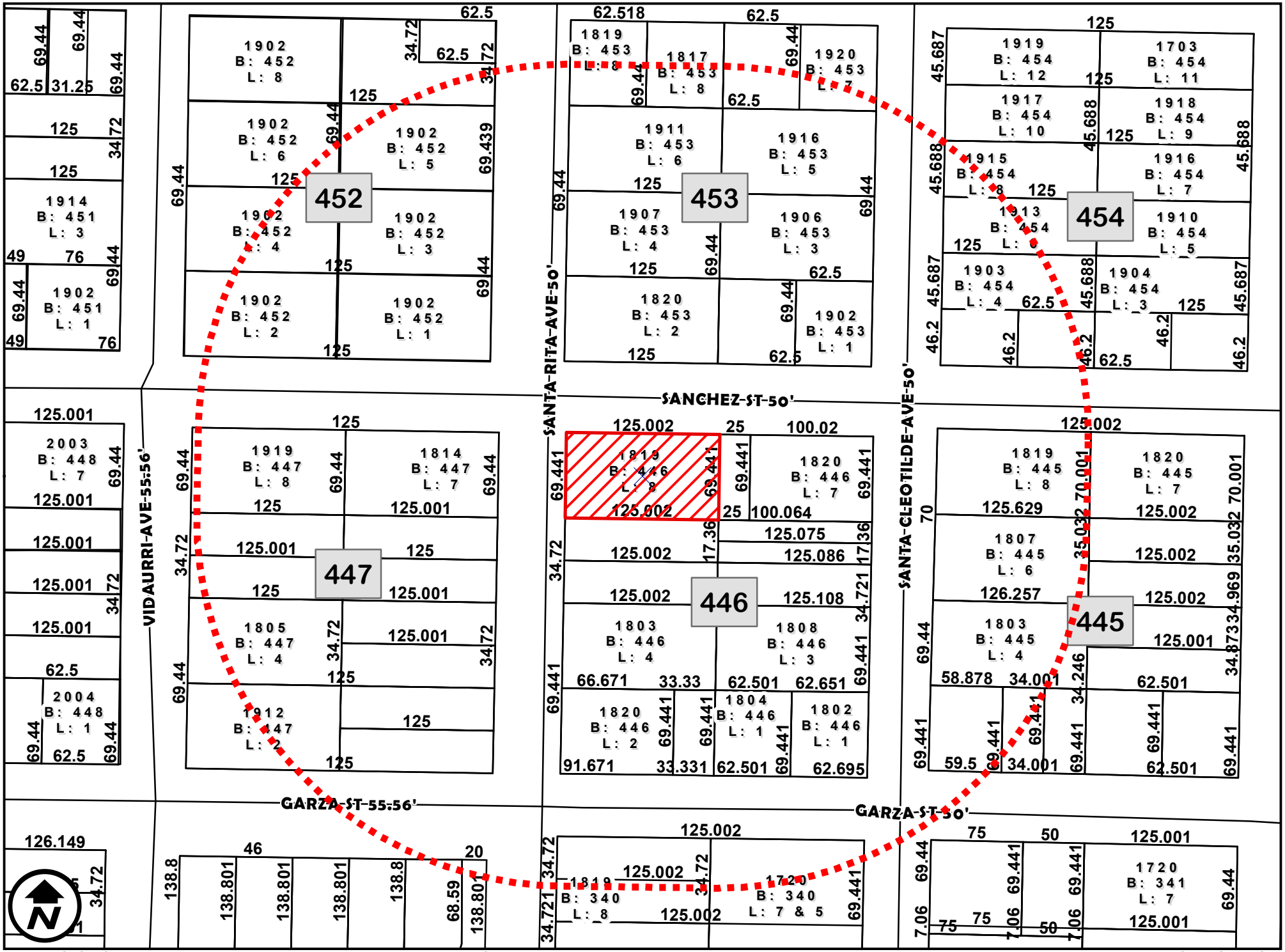


AERIAL MAP

1 inch = 100 feet

ZC-075-2023
COUNCIL DISTRICT 8
1819 SANTA RITA AVENUE

APPLICATION FOR
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

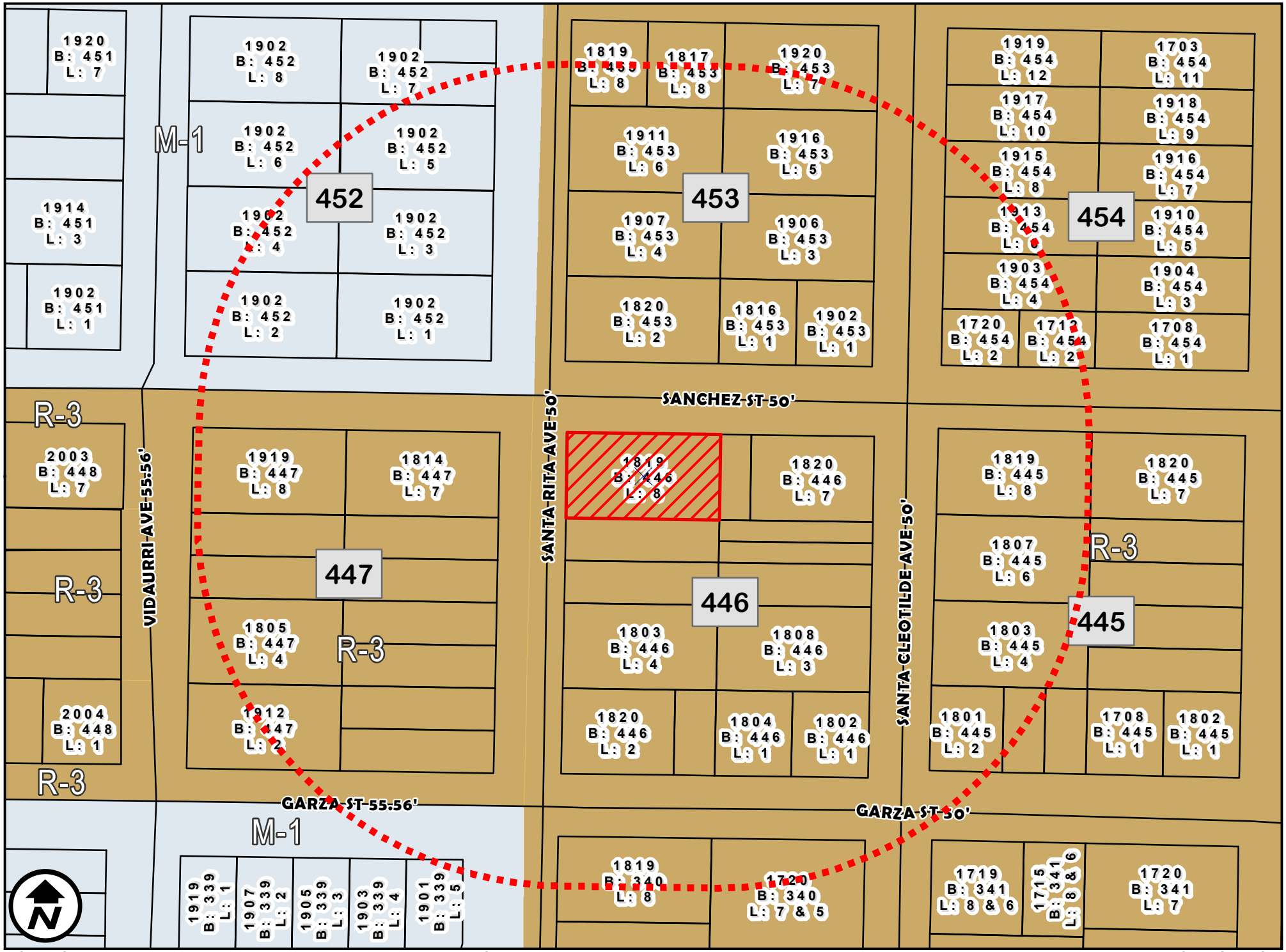


DIMENSIONS MAP

1 inch = 100 feet

ZC-075-2023
COUNCIL DISTRICT 8
1819 SANTA RITA AVENUE

APPLICATION FOR
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZONING MAP

1 inch = 100 feet

ZC-075-2023
COUNCIL DISTRICT 8
1819 SANTA RITA AVENUE

APPLICATION FOR
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)



SURVEY MAP

1 inch = 100 feet

ZC-075-2023
COUNCIL DISTRICT 8
1819 SANTA RITA AVENUE

APPLICATION FOR
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

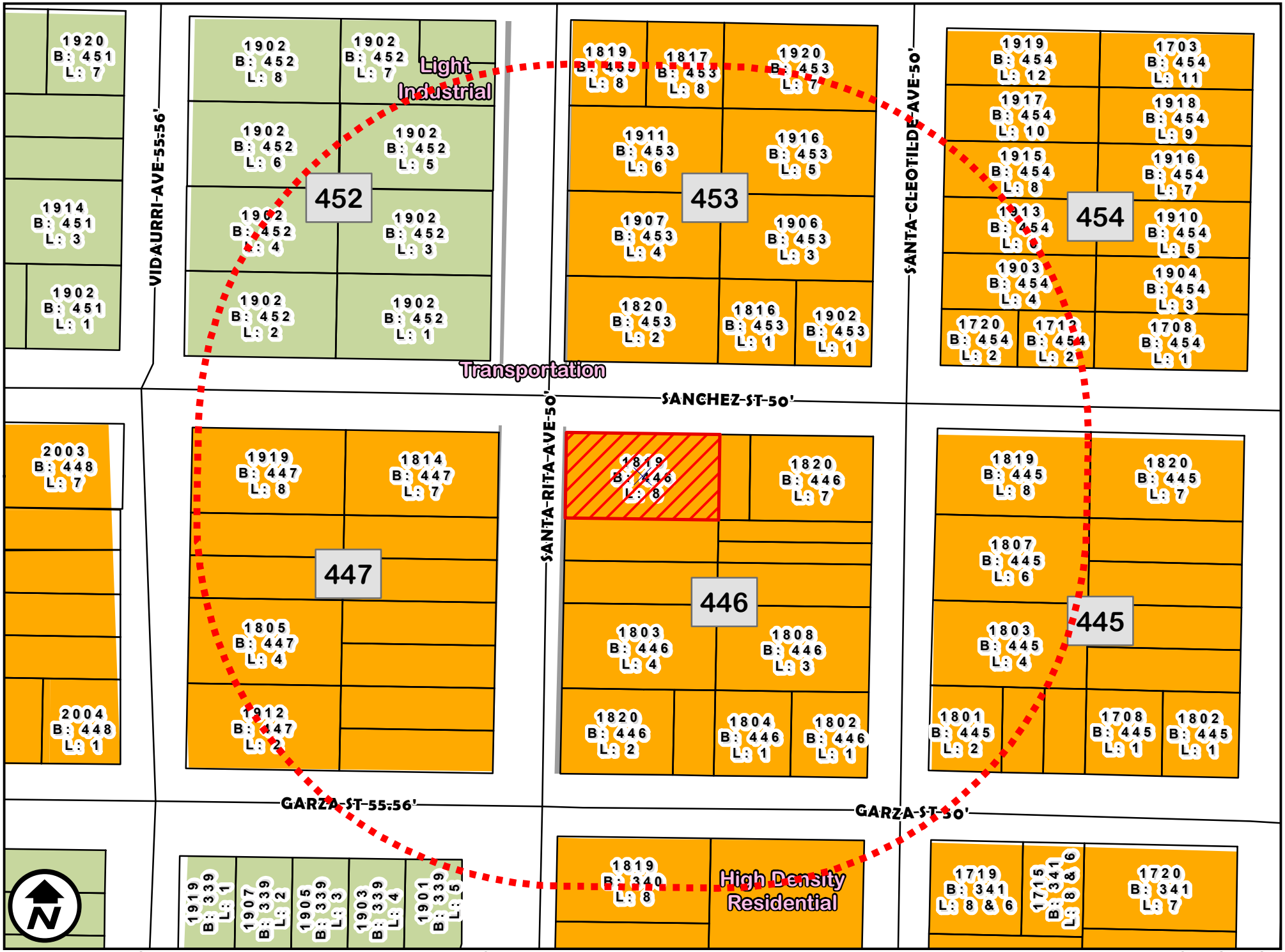


ZONING OVERVIEW

1 inch = 200 feet

ZC-075-2023
COUNCIL DISTRICT 8
1819 SANTA RITA AVENUE

APPLICATION FOR
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)



FUTURE LANDUSE

1 inch = 100 feet

ZC-075-2023
COUNCIL DISTRICT 8
1819 SANTA RITA AVENUE

APPLICATION FOR
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)



300' NOTIFICATION

1 inch = 100 feet

ZC-075-2023
COUNCIL DISTRICT 8
1819 SANTA RITA AVENUE

APPLICATION FOR
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-07512023
PROPOSED
ZONE CHANGE
FROM R3 TO B4
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 8, BLOCK 446, WESTERN DIVISION, LOCATED AT 1819 SANTA RITA AVENUE, FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of Lot 8, Block 446, Western Division, located at 1819 Santa Rita Avenue, from R-3 (Mixed Residential District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 10, 2023; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** 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 September 18, 2023 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning Lot 8, Block 446, Western Division, located at 1819 Santa Rita Avenue, from R-3 (Mixed Residential District) to B-4 (Highway Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2023.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 2.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Soto Family Investments, LLC, Owner; Elisamar Soto, Applicant/Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, 2, and 3, Block 819, Eastern Division, and a 0.028-acres tract of land out of an alley south of Lots 1-3, Block 819, Eastern Division of the City of Laredo, Texas as per Volume 7, Page 15, Webb County Plat Records, located at 1501 Chihuahua Street, from R-O (Residential/Office District) to B-3 (Community Business District).

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

ZC-078-2023
District III

PREVIOUS COUNCIL ACTION

The item was tabled at the City Council meeting of August 21, 2023.

BACKGROUND

Council District: III - Cm. Melissa R. Cigarroa

Proposed use: Office/Food Truck Spaces

- However, in the interim the applicant has amended the use to not include food trucks.

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

Surrounding land uses: To the north of the site is Chihuahua Street, residential uses, Little Caesars Pizza, Pizza Hut, a commercial plaza including Maribella's Unisex Salon & Nails, Liberty Tax, and other similar uses, Burger King, Guadalupe Street, North Seymour Avenue, and North Meadow Avenue. To the east of the site is North Meadow Avenue, Subway, Roll-Angels Mobility Devices, Circle K, residential uses, Chihuahua Street, and North Mendiola Avenue. To the south of the site is residential

uses, Rosario Street, and commercial uses. To the west of the site is North Seymour Avenue, Canseco House, North Loring Avenue, and residential uses.

Comprehensive Plan: The Future Land Use Map recognizes this area as Downtown Mixed-Use and High 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 Chihuahua Street as an Industrial Collector, but does not identify Seymour Avenue.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 29 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 5 to 1 vote recommended **denial** 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 Downtown Mixed-Use (CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE) and High Density Residential (R-3, R-2, B-1R, B-1, R-O), which do not include B-3 zoning districts.
2. The proposed use is anticipated to negatively impact the surrounding area or neighborhood. The applicant indicated an ambulance service was a possible proposed use.

Staff **does not support** the application for a B-3 zoning district. However, staff **supports** a B-1 zoning district.

B-3. The purpose of the B-3 District (Community Business District) is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

Is this change contrary to the established land use pattern?
No. There are community business district uses across Chihuahua Street.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There are B-3 zoning districts across Chihuahua Street.

Will change adversely influence living conditions in the neighborhood?
Possibly. The proposed use is anticipated to negatively impact the surrounding area or neighborhood.

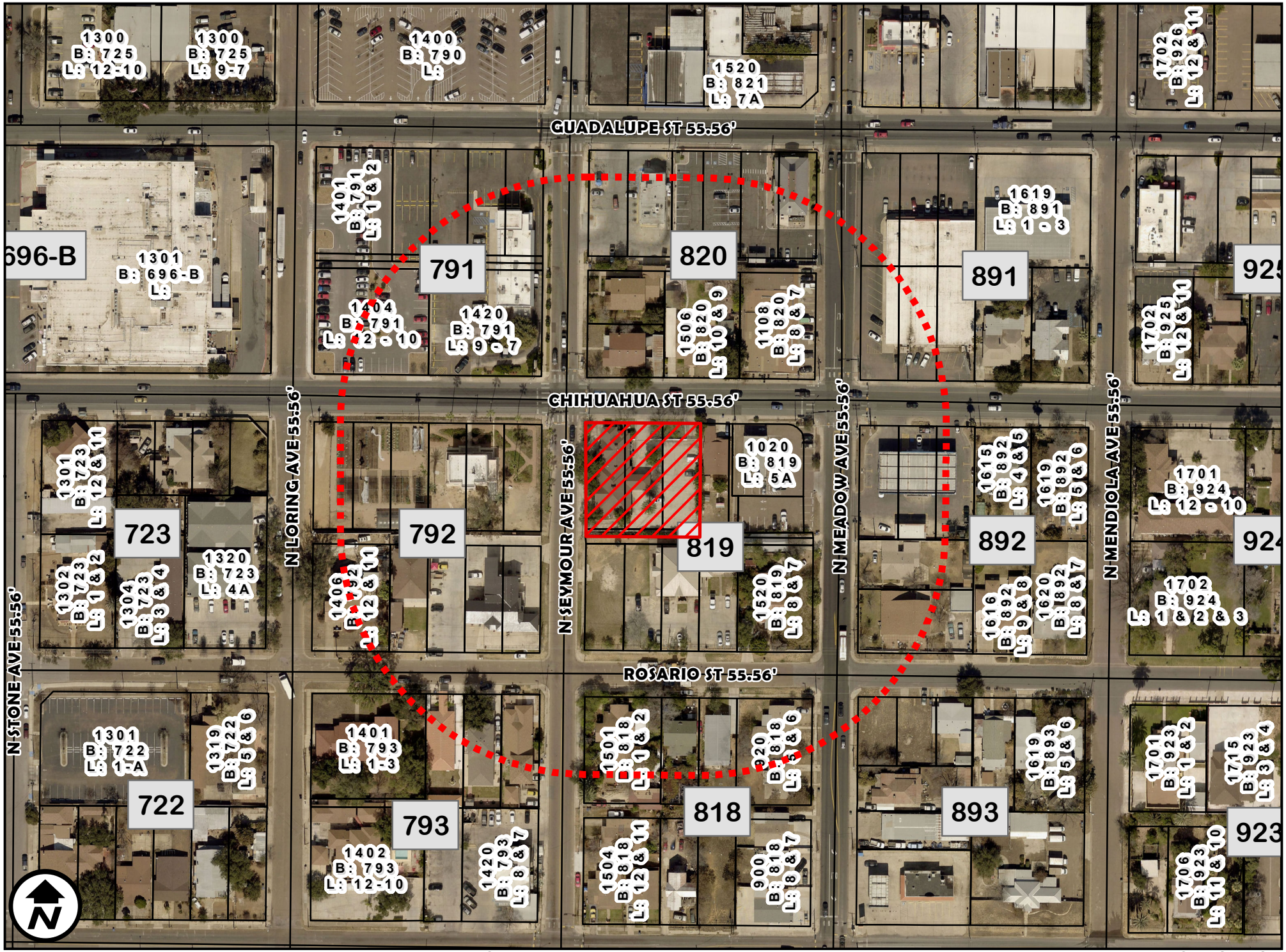
Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing R-O does not allow for the food truck type spaces (requires to be located in commercial parking lots) intended by the applicant.

Fiscal Impact

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

Attachments

Maps
Survey, Metes, & Bounds
Zone Change Signage
Draft Ordinance

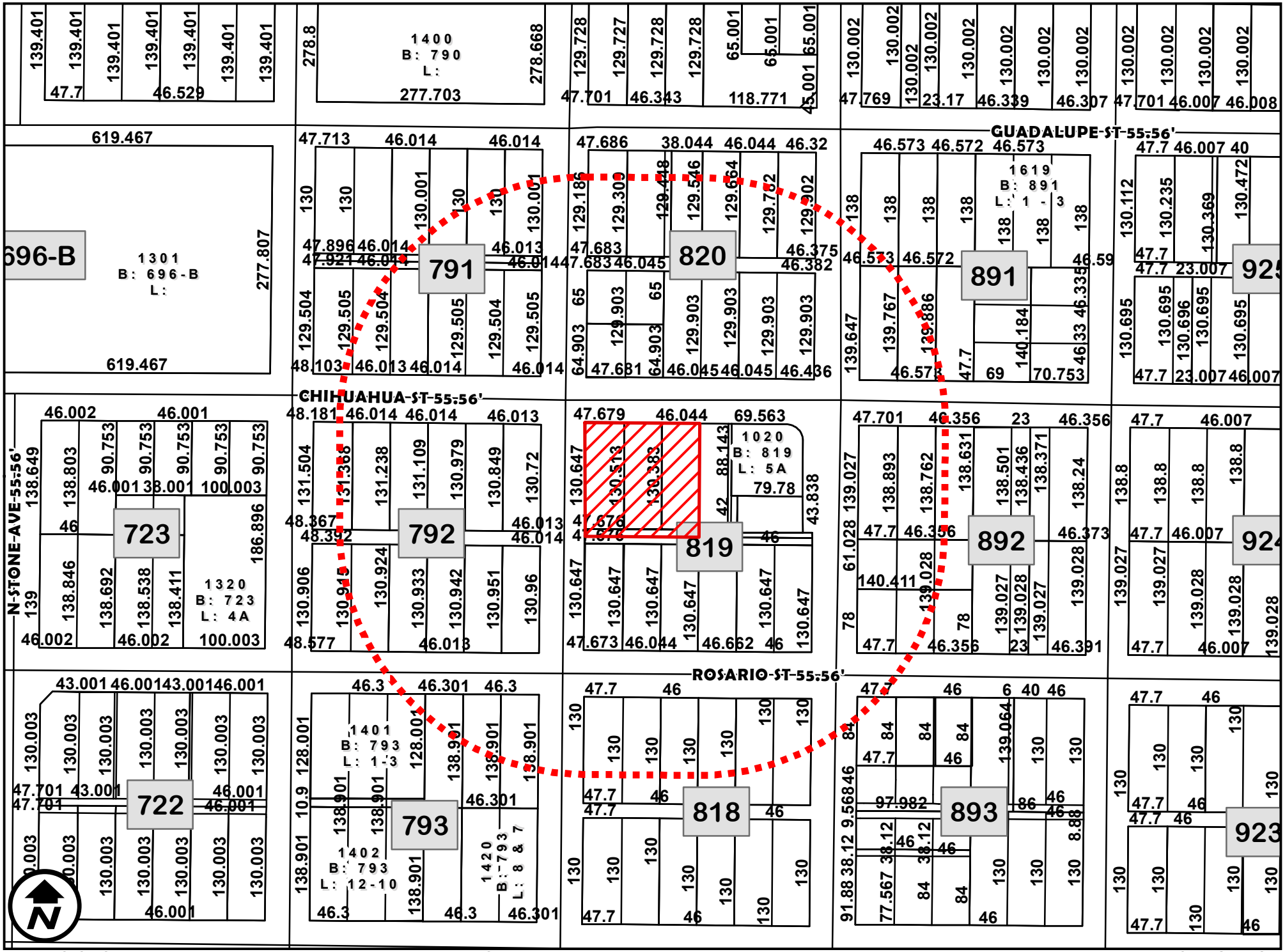


AERIAL MAP

1 inch = 150 feet

ZC-078-2023
COUNCIL DISTRICT 3
1501 CHIHUAHUA STREET

APPLICATION FOR
R-O (RESIDENTIAL / OFFICE DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

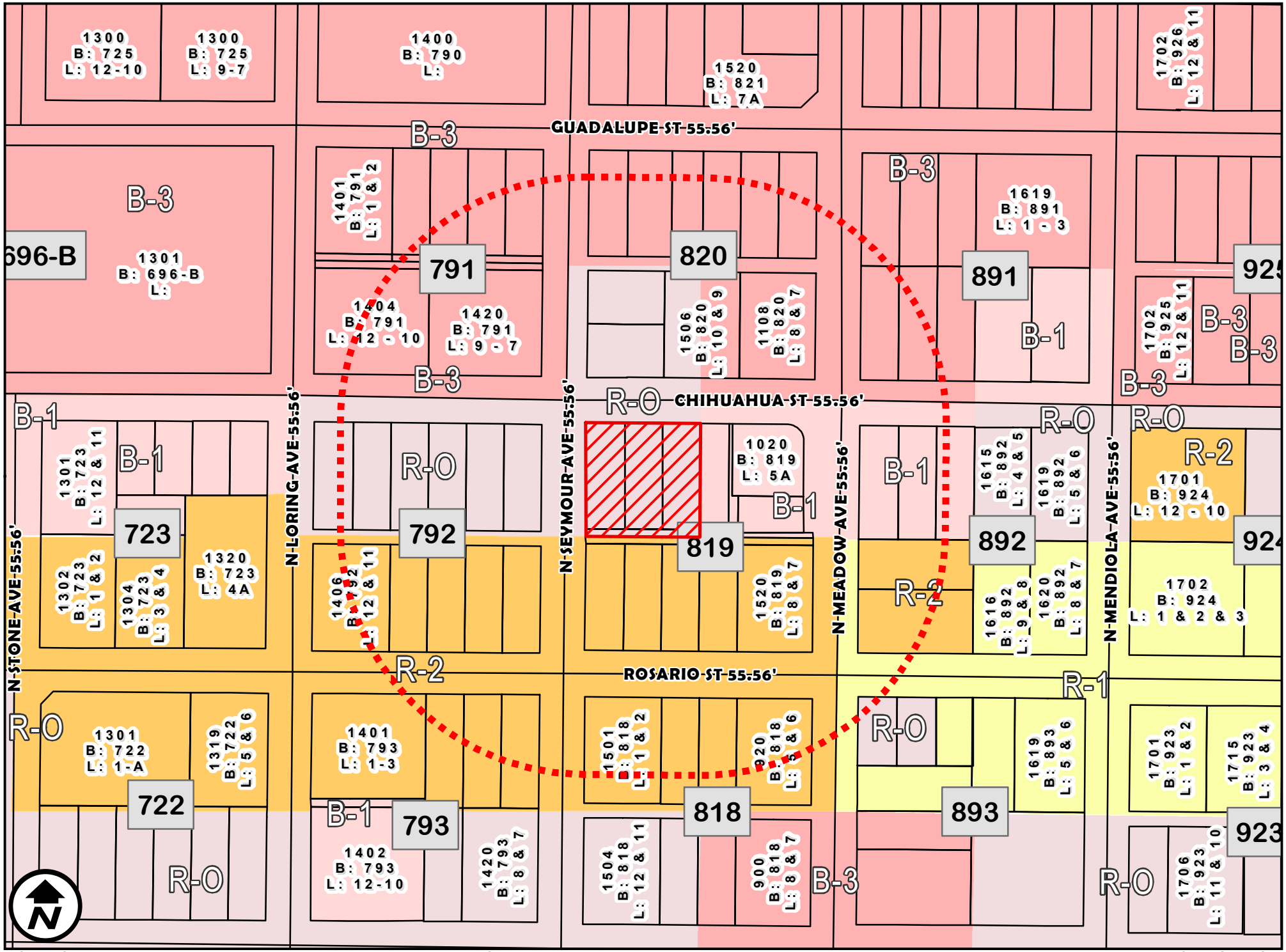


DIMENSIONS MAP

1 inch = 150 feet

ZC-078-2023
COUNCIL DISTRICT 3
1501 CHIHUAHUA STREET

APPLICATION FOR
R-O (RESIDENTIAL / OFFICE DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

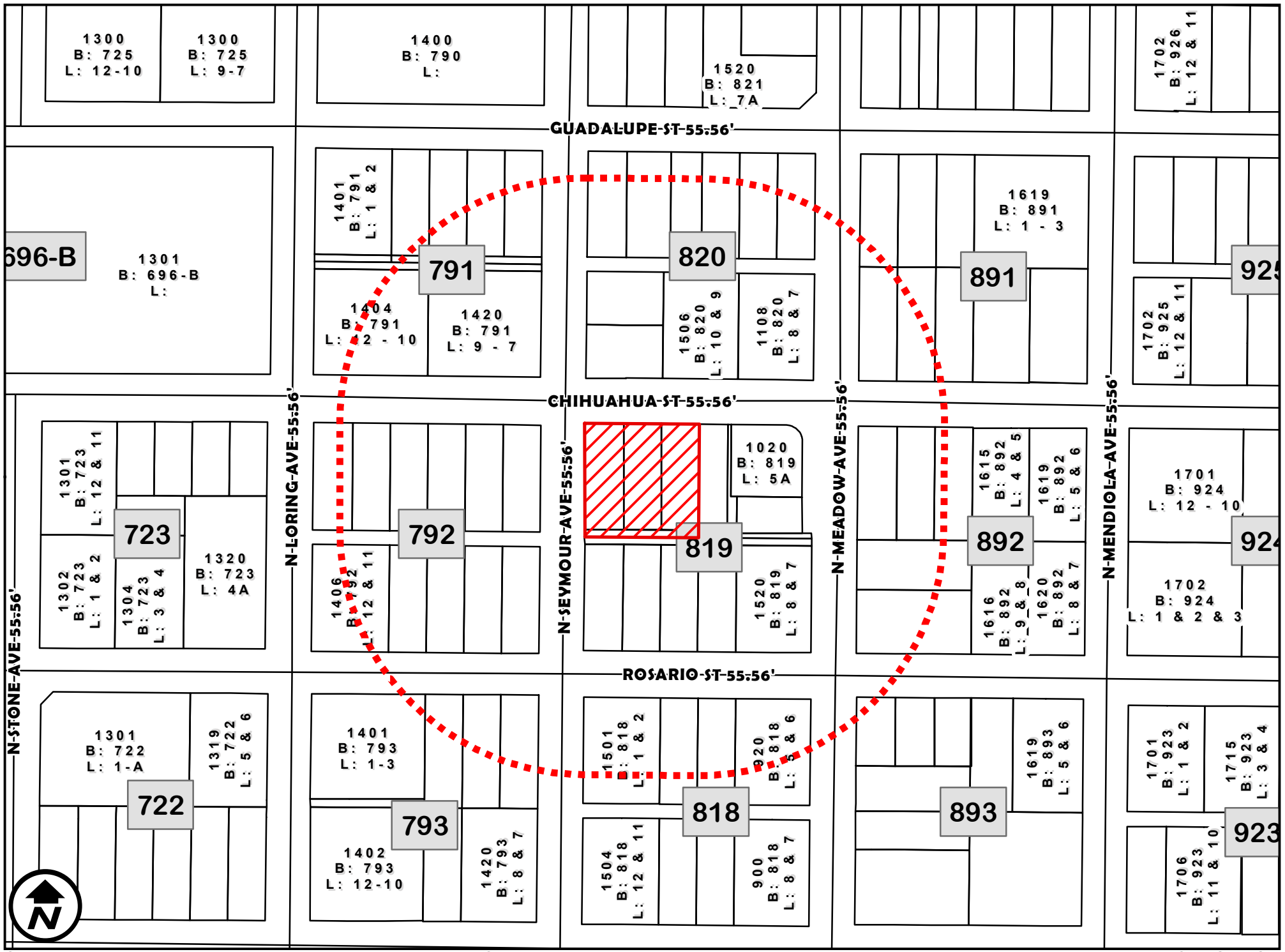


ZONING MAP

1 inch = 150 feet

ZC-078-2023
COUNCIL DISTRICT 3
1501 CHIHUAHUA STREET

APPLICATION FOR
R-O (RESIDENTIAL / OFFICE DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

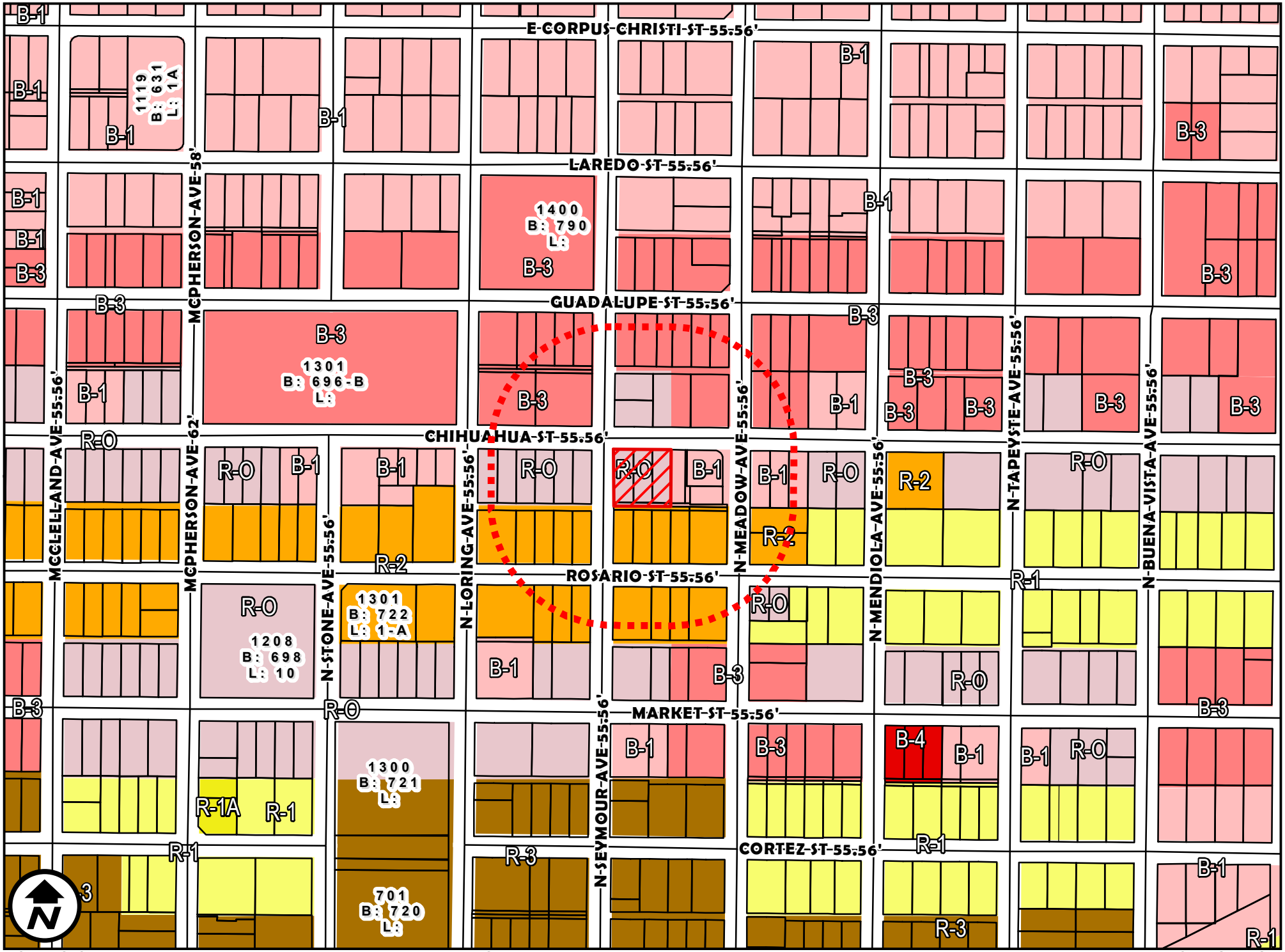


SURVEY MAP

1 inch = 150 feet

ZC-078-2023
COUNCIL DISTRICT 3
1501 CHIHUAHUA STREET

APPLICATION FOR
R-O (RESIDENTIAL / OFFICE DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

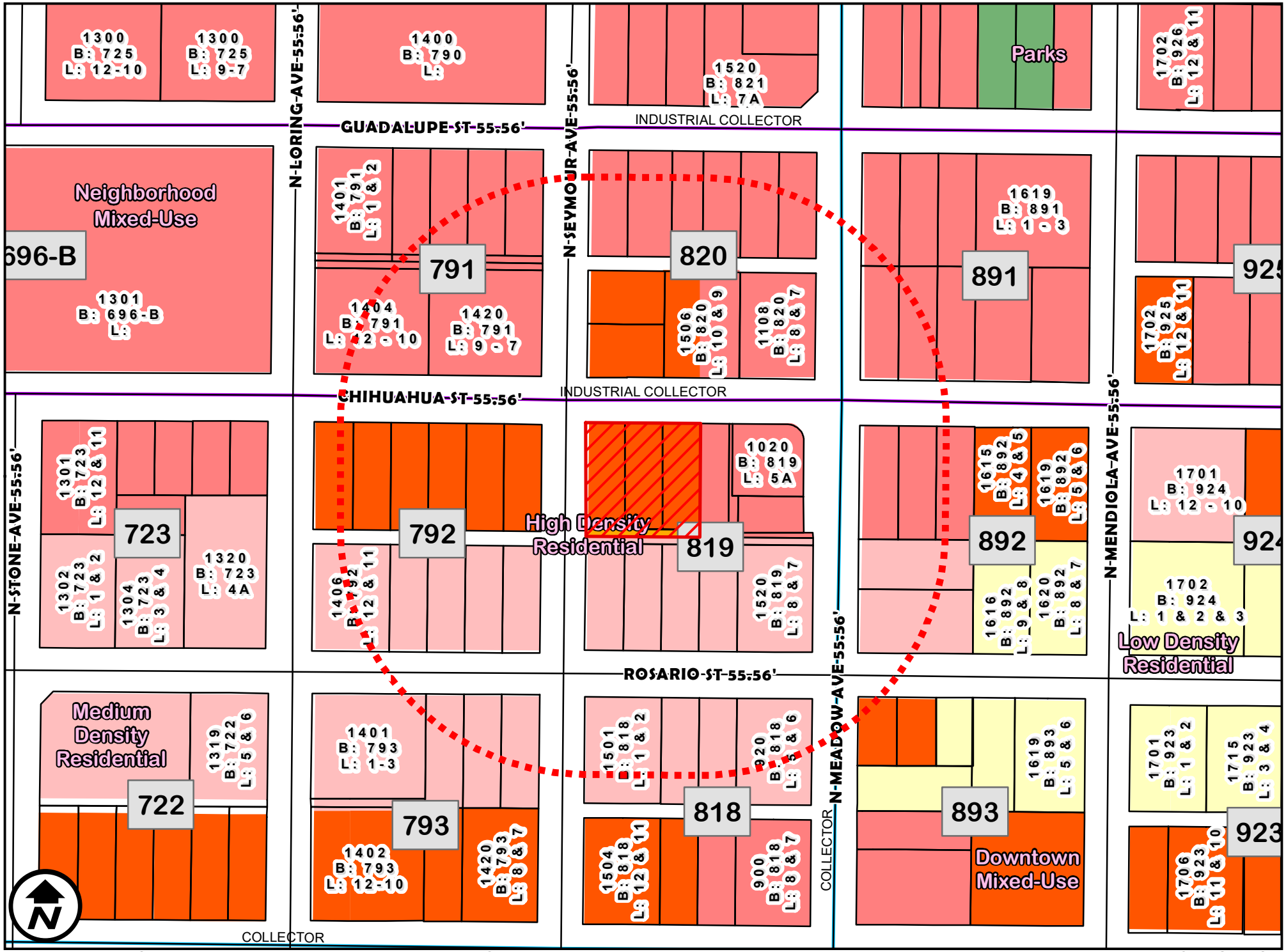


ZONING OVERVIEW

1 inch = 300 feet

ZC-078-2023
COUNCIL DISTRICT 3
1501 CHIHUAHUA STREET

APPLICATION FOR
R-O (RESIDENTIAL / OFFICE DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

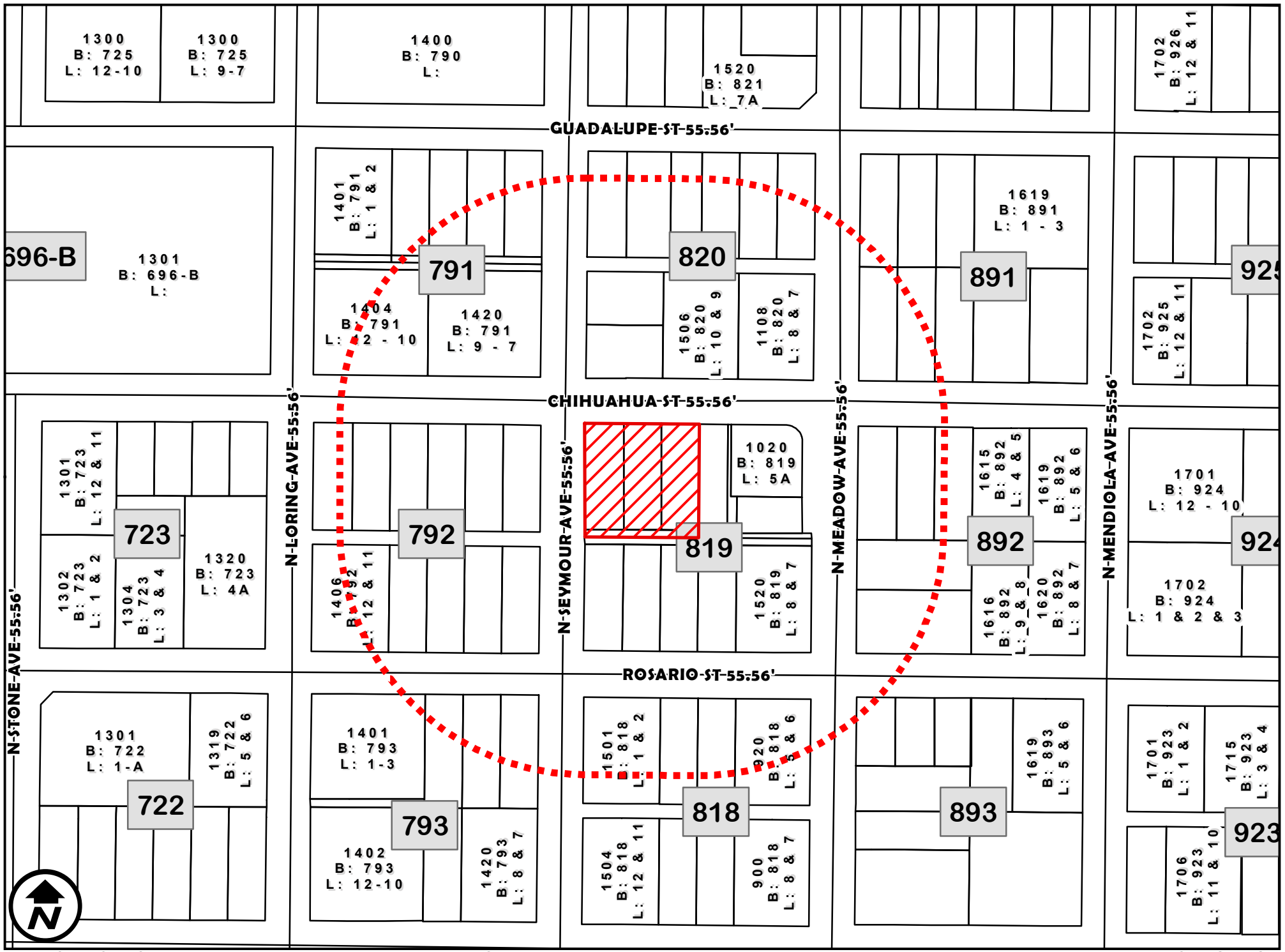


FUTURE LANDUSE

1 inch = 150 feet

ZC-078-2023
COUNCIL DISTRICT 3
1501 CHIHUAHUA STREET

APPLICATION FOR
R-O (RESIDENTIAL / OFFICE DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)



300' NOTIFICATION

1 inch = 150 feet

ZC-078-2023
COUNCIL DISTRICT 3
1501 CHIHUAHUA STREET

APPLICATION FOR
R-O (RESIDENTIAL / OFFICE DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

GENERAL NOTES

PROPERTY ADDRESS IS 1501 CHIHUAHUA ST., LAREDO, TX. 78040
BASIS OF BEARINGS TAKEN FROM RECORDED PLAT, V. 7, P. 15, P.R.W.C.T.
PROPERTY IS NOT LOCATED WITHIN FLOOD HAZARD "ZONE A" AS PER COMMUNITY MAP PANEL Map No. 48479C-1215C, EFF. 02-APR-2008.
SET 1/2"ø IRON RODS W/ YELLOW CAPS STAMPED G.E.S.
NO ENCROACHMENTS OF BUILDINGS ONTO SETBACKS, EASEMENTS OR RIGHT-OF-WAYS, UNLESS OTHERWISE SHOWN.
PLAT DIMENSIONS MATCH EXISTING MEASURED DIMENSIONS WITHIN TOLERANCE.

SCHEDULE "B" NOTES *

NOTES BASED UPON TITLE REPORT / COMMITMENT FILE NUMBER FAH21021219 WITH AN ISSUED DATE OF 05-JAN-2022.

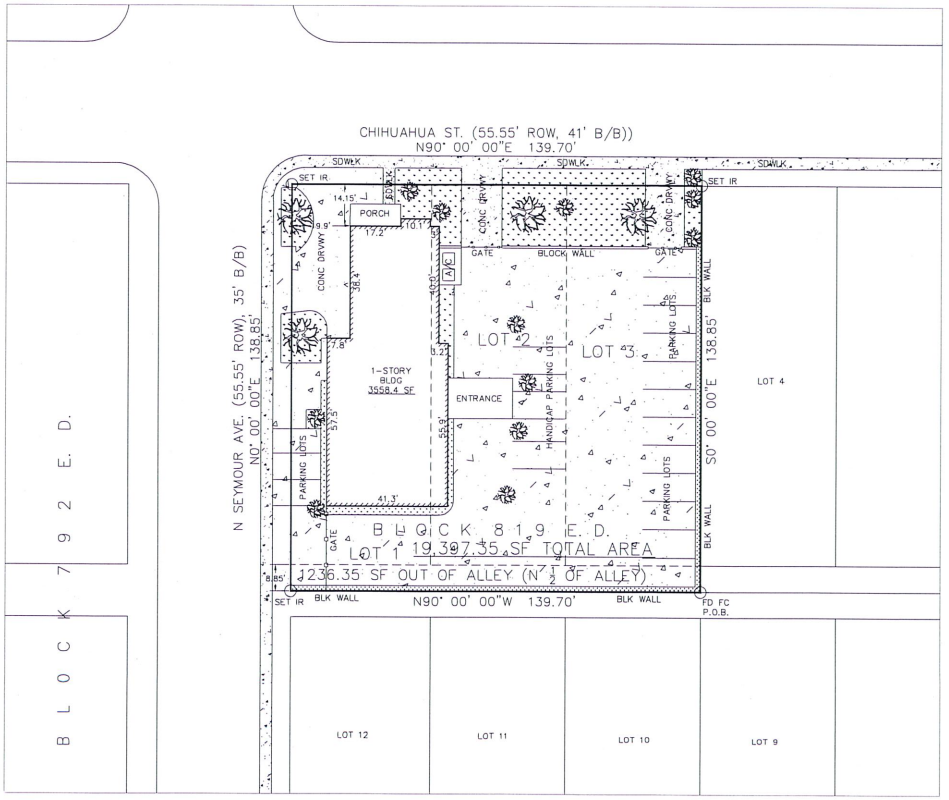
RIGHT OF PARTIES IN POSESSION.
(DOES NOT AFFECT)

ANY VISIBLE AND APPARENT ROADWAY OR EASEMENT OVER OR ACCROSS THE THE SUBJECT PROPERTY, THE EXISTENCE OF WHICH DOES NOT APPEAR OF RECORD.
(DOES NOT AFFECT)

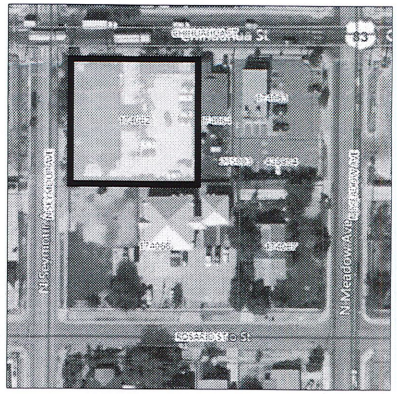
ANY LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.
(DOES NOT AFFECT)

ALL ZONING LAWS, REGULATIONS AND ORDINANCES OF MUNICIPAL AND/OR OTHER GEOVERNMENTAL AUTHORITIES, IF ANY, BUT ONLY TO THE EXTENT THAT THEY ARE IN EFFECT, RELATING TO THE HEREINABOVE DESCRIBED PROPERTY OR ANY PART THEREOF.
(DOES NOT AFFECT)

SUBJECT TO TERMS AND CONDITIONS AS SET OUT IN CONTRCT SALES DATED MARCH 6, 2023, EXECUTED BY AND BETWEEN PEDRO I. SAENZ, JR. AND MINERVA C. SAENZ ('SELLERS') TO SOTO FAMILY INVESTMENTS, LLC ('BUYERS').
(DOES NOT AFFECT)



LOCATION MAP



ALTA/NSPS LAND TITLE SURVEY CERTIFICATION

TO: SOTO FAMILY INVESTMENTS, L.L.C., AND TO
FIDELITY NATIONAL TITLE INSURANCE COMPANY

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYO THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJEC PROPERTY ON THE GROUND UNDER MY SUPERVISION. THIS WORK PROTECTED BY COPYRIGHT LAW AND SHALL ONLY BE USED /DISTRIBUTED FOR ITS INTENDED PURPOSES.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARDS DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOOPTED BY ALTA ANI NSPS, AND INCLUDES ITEMS 1,2,3,4, 7(a), 7(b)1, 8, 9, 10, & 14 OF TABLE A

STATE OF TEXAS
REGISTERED
ALFREDO T. GUERRA
5702
PROFESSIONAL
LAND SURVEYOR

23-MAR-2023
Date: Signed: Alfredo T. Guerra, RPLS 5702-TX

Last Revision Date: 23-MAR-2023

SCALE: 1" = 20'

© COPYRIGHT 2023:
THIS SURVEY IS PREPARED FOR ONLY SOTO FAMILI INVESTMENTS LLC THIS SURVEY IS NOT TO BE USED BY ANYONE OTHER THAN THE ONE IT WAS PREPARED FOR. COPYING OF INFORMATION HEREWITH CAN BE DONE ONLY WITH THE WRITTEN PERMISSION OF AND THE COMPENSATION TO THE SURVEYOR.

GUERRA ENGINEERING & SURVEYING CO.
LAREDO, TX 78041; T: 956-718-2600, F: 956-718-2
ENGINEER FIRM # F-9484, SURVEYOR FIRM # 100173-

ALTA/NSPS LAND TITTLE SURVEY OF
LOTS 1-3, BLK 819 E.D.
& 1236.35 SF S OF LOTS 1-3 OUT OF ALLE
AS PER PLAT RECORDED ON
V. 78, PG. 15. P.R.W.C.T.
SITUATED AT 1501 CHIHUAHUA ST., LAREDO,

DRAWN BY: A.T.G.	FILE: ALTA SURVEY_150...	DATE: 23-MAR-	
CHECKED BY: A.T.G.		SCALE:	24X36 SIZE: 1"=
APPROVED BY: A.T.G.		SHEET 1	OF 1

0.028-Acres Tract of Land
Out of an Alley South of Lots 1-3, Block 819
Eastern Division of The City of Laredo, Tx
Webb County, Tx

A 0.028-Acres tract of land out of an Alley South of Lots 1-3, Block 819, Eastern Division of The City of Laredo, TX as per Vol. 7, Pg. 15, Webb County Plat Records.This Tract of Land is being more particularly described as follows:

Beginning at a Found Fence Corner (X:666295.194, Y:17073704.325) which is located on the centerline from the alley located south of Lots 1-3, Block 819, Eastern Division of The City of Laredo, Tx. This being denoted as the Point of Beginning for this Metes-and-Bounds Description;

THENCE, N 90°00'00" W, a distance of 139.70',to a Set Iron Rod which is the Southwestern corner hereof;

THENCE, N 00°00'00" E, a distance of 8.85', along the Eastern ROW of N. Seymour ST which is the Northeastern Corner hereof;

THENCE, N 90°00'00" E, a distance of 139.70', along the Southern property line from Lots 1-3, Block 819, Eastern Division of The City of Laredo, Tx, to the Northeastern Corner hereof;

THENCE, S 00°00'00" E, to the Point of Beginning.

1. Basis of Bearings taken from GPS, Zone 4205, NAD-DATUM 83. .
2. This metes & bounds description accompanies a sketch dated same.
3. No Title report provided.

I, the undersigned, a Registered Professional Land Surveyor, do hereby certify that this Metes & Bounds Description was prepared from an actual survey of the property made under my supervision on the ground, and that the monuments described were either found or placed under my supervision. This the 23-March-2023,

Alfredo T. Guerra, RPLS #5702
GUERRA ENGINEERING & SURVEYING CO.
ENGR. FIRM No. 9484 SURV. FIRM No. 100173-00
fred_ges@sbcglobal.net



ZC-078-2023
PROPOSED
ZONE CHANGE
FROM R-D TO B-3
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1, 2, AND 3, BLOCK 819, EASTERN DIVISION, AND A 0.028-ACRES TRACT OF LAND OUT OF AN ALLEY SOUTH OF LOTS 1-3, BLOCK 819, EASTERN DIVISION OF THE CITY OF LAREDO, TEXAS AS PER VOLUME 7, PAGE 15, WEBB COUNTY PLAT RECORDS, LOCATED AT 1501 CHIHUAHUA STREET, FROM R-O (RESIDENTIAL/OFFICE DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of Lot 1, 2, and 3, Block 819, Eastern Division, and a 0.028-acres tract of land out of an alley south of Lots 1-3, Block 819, Eastern Division of the City of Laredo, Texas as per Volume 7, Page 15, Webb County Plat Records, located at 1501 Chihuahua Street, from R-O (Residential/Office District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 20, 2023; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** 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 September 5, 2023 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning Lot 1, 2, and 3, Block 819, Eastern Division, and a 0.028-acres tract of land out of an alley south of Lots 1-3, Block 819, Eastern Division of the City of Laredo, Texas as per Volume 7, Page

15, Webb County Plat Records, located at 1501 Chihuahua Street, from R-O (Residential/Office District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2023.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 3.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Grupo Immobilario Salinas, Owner; Francisco Ramos, PE, RPLS, Applicant/Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 2.0 acre tract of land being all of the 2.0 acres conveyed to Grupo Immobilario Salinas, in deed recorded in Volume 5408, Page 671, Webb County Official Public Records, Webb County, Texas, being a portion of a 9.94 acre tract of land conveyed to Antonio Castillo, Jr and Carlos Castillo, recorded in Volume 547, Page 205, deed records of Webb County, Webb County Texas, and also being a part of a survey 2150, abstract 660, D. Sanchez, Original Grantee, Webb County, Texas, located north of Jacaman Road and east of Casa Verde Road, 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 **supports** the application.

ZC-084-2023
District V

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

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

Proposed use: Multi-Family Complex. The applicant did not identify the specific proposed multi-family residential use.

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is vacant undeveloped land, residential use, and Messi Street. To the east of the site is vacant undeveloped land and residential use. To the south of the site is Jacaman Road, a commercial plaza that

includes La Laguna, Varsity Jackets and Patches, Pronto Insurance, Fade Factory, Twincity Cyclery, Laredo Selfie Museum, and other similar commercial businesses, and Danny's Restaurant. To the west of the site is Casa Verde Road, vacant undeveloped land, and residential use.

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

Letters sent to surrounding property owners: 27 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

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

1. There are residential uses within the vicinity.
2. The proposed zone change is not anticipated to have a negative impact in the surrounding area or neighborhood.
3. The proposed zone change is not in conformance with Comprehensive Plan's designation as Low Density Residential (R-1, R-1-MH, R-1A, R-1B, B-1R, and R-O), which does not allow for R-2 zoning districts. However, the proposed use is anticipated to complement the surrounding area or neighborhood.

Staff **supports** 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?
No. There are residential uses to the north of the site and to northwest of the site there are multi-family uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes. The proposed zone change will create an isolated zoning district within the vicinity. However, there are more intense zones abutting the site.

Will change adversely influence living conditions in the neighborhood?
No. It 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 R-1 does not allow for multi-family uses intended by the applicant. The applicant did not specify the type of multi-family residential use.

Fiscal Impact

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

Attachments

Maps
Survey, Metes, & Bounds
Zone Change Signage
Draft Ordinance

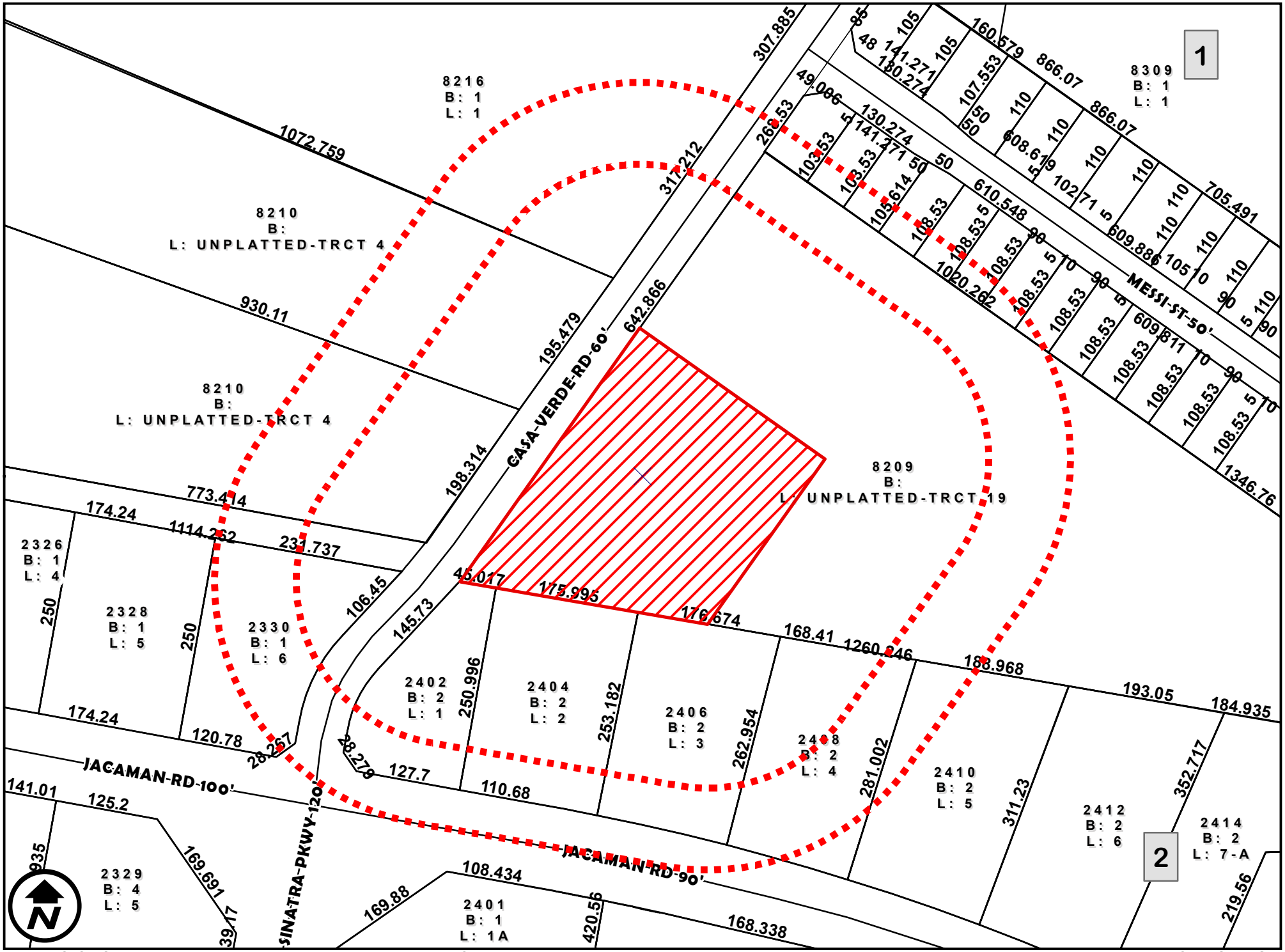


AERIAL MAP

1 inch = 150 feet

ZC-084-2023
COUNCIL DISTRICT 5
NORTH OF JACAMAN ROAD AND EAST OF CASA VERDE ROAD

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



DIMENSIONS MAP

1 inch = 150 feet

ZC-084-2023

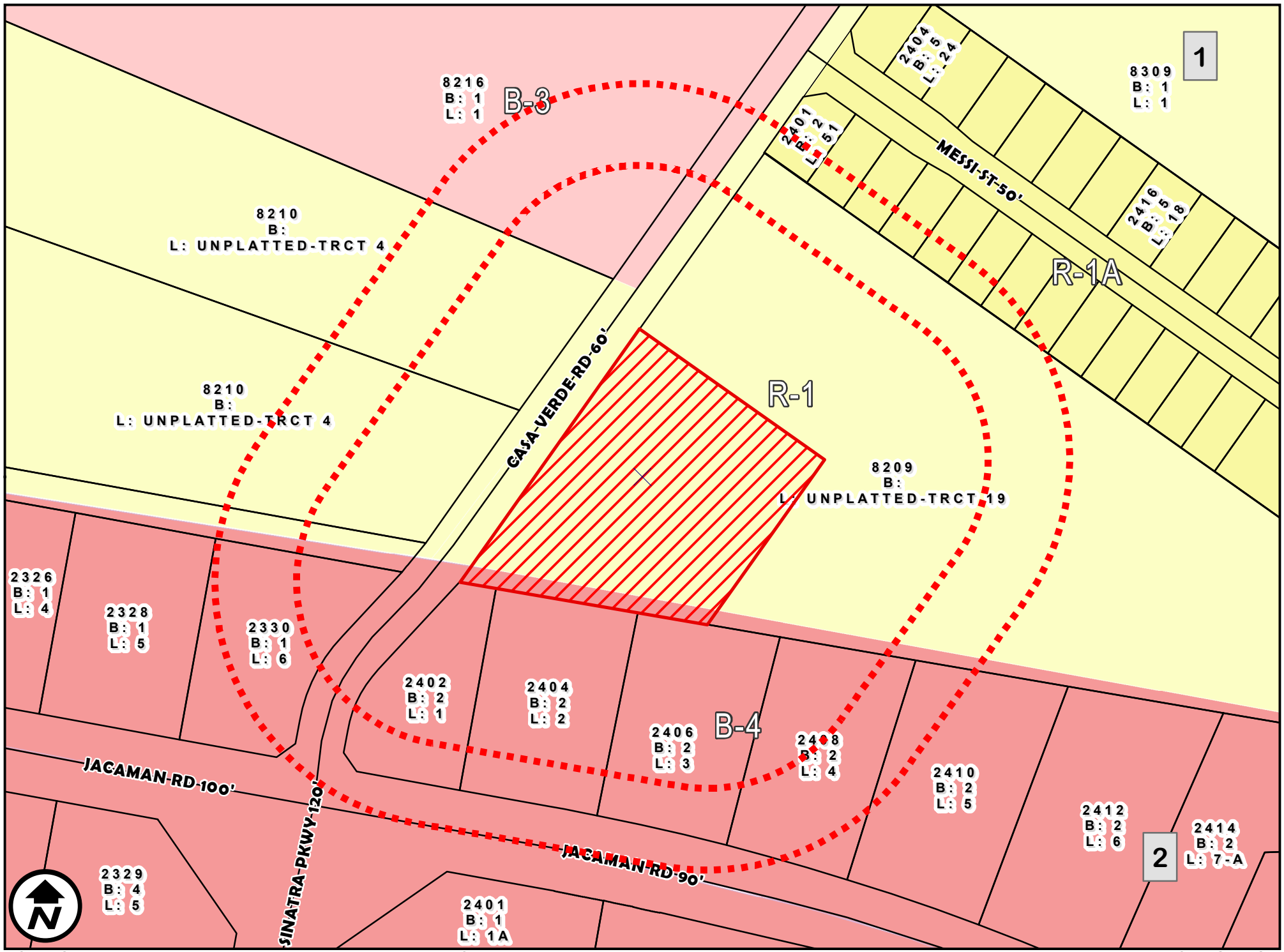
COUNCIL DISTRICT 5

NORTH OF JACAMAN ROAD AND EAST OF CASA VERDE ROAD

APPLICATION FOR

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO

R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

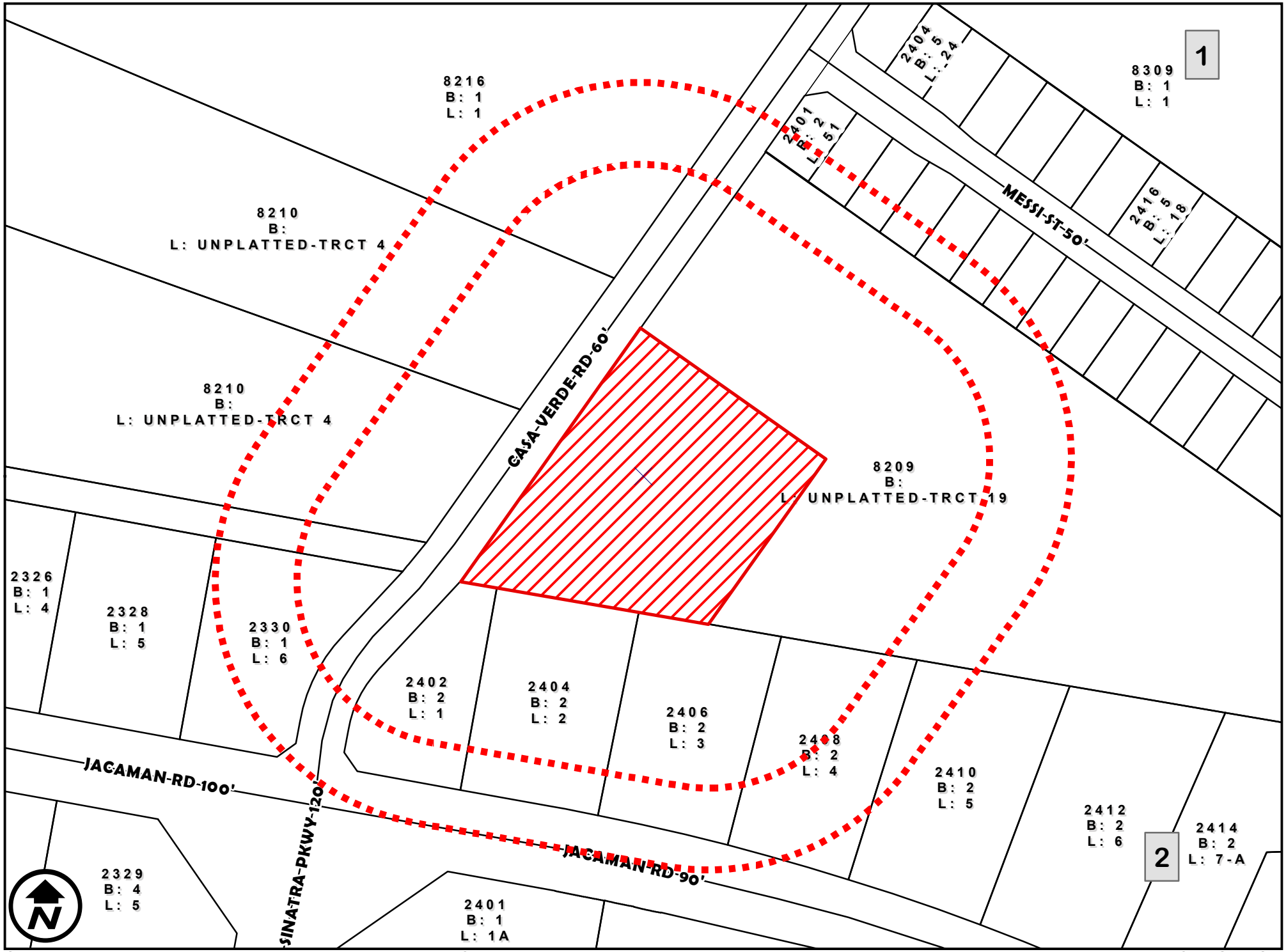


ZONING MAP

1 inch = 150 feet

ZC-084-2023
COUNCIL DISTRICT 5
NORTH OF JACAMAN ROAD AND EAST OF CASA VERDE ROAD

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

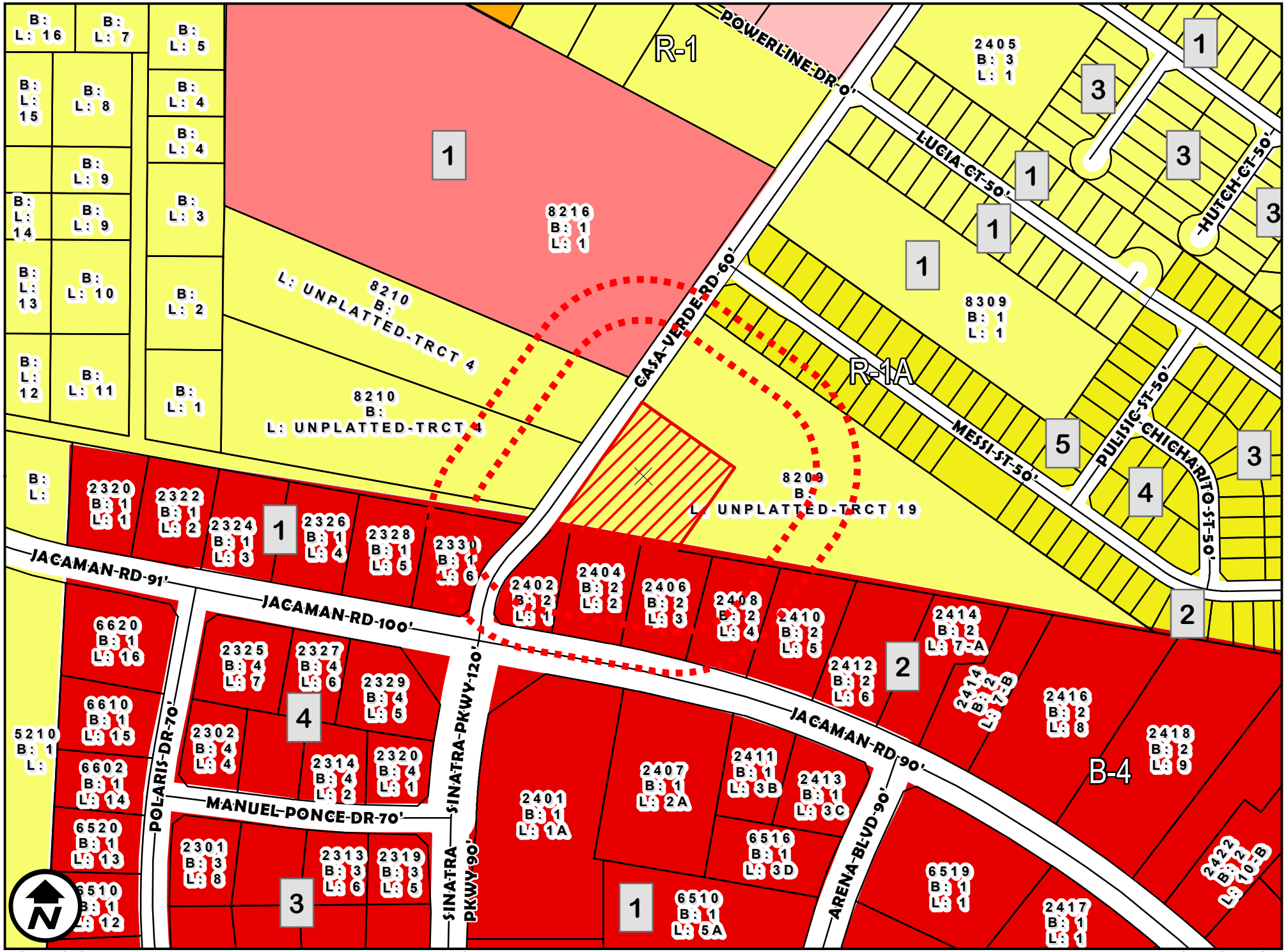


SURVEY MAP

1 inch = 150 feet

ZC-084-2023
COUNCIL DISTRICT 5
NORTH OF JACAMAN ROAD AND EAST OF CASA VERDE ROAD

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

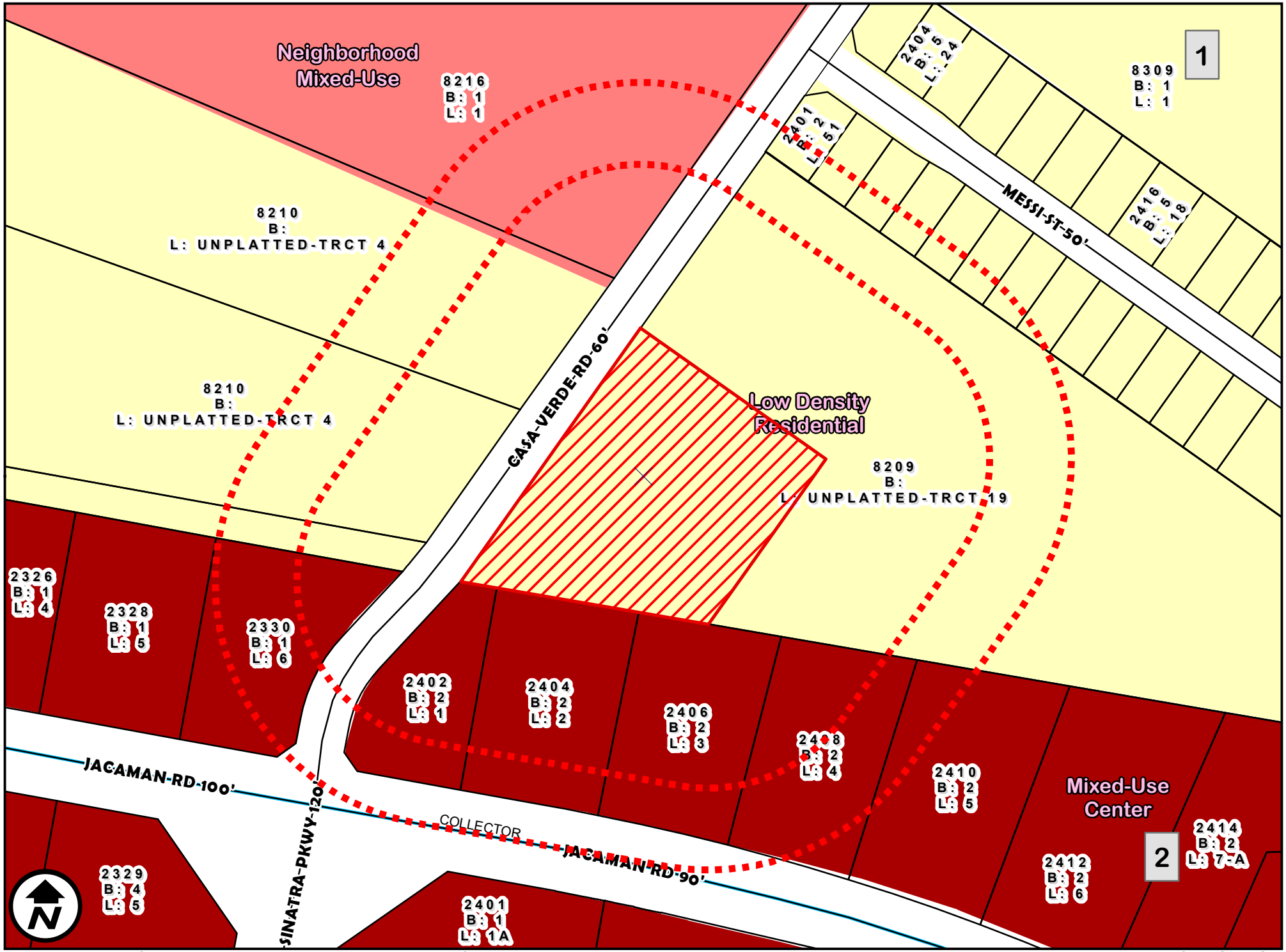


ZONING OVERVIEW

1 inch = 300 feet

ZC-084-2023
COUNCIL DISTRICT 5
NORTH OF JACAMAN ROAD AND EAST OF CASA VERDE ROAD

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

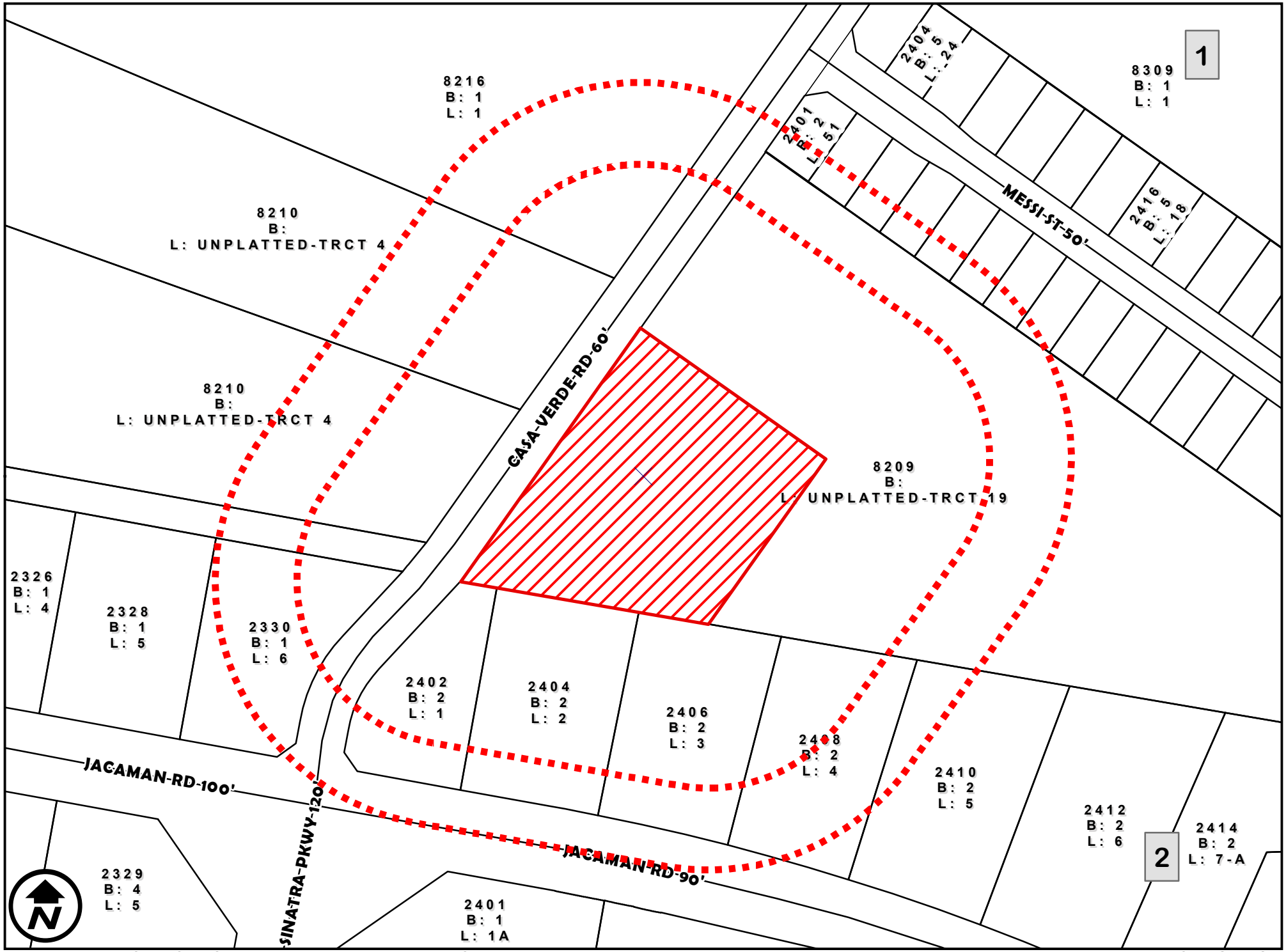


FUTURE LANDUSE

1 inch = 150 feet

ZC-084-2023
COUNCIL DISTRICT 5
NORTH OF JACAMAN ROAD AND EAST OF CASA VERDE ROAD

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

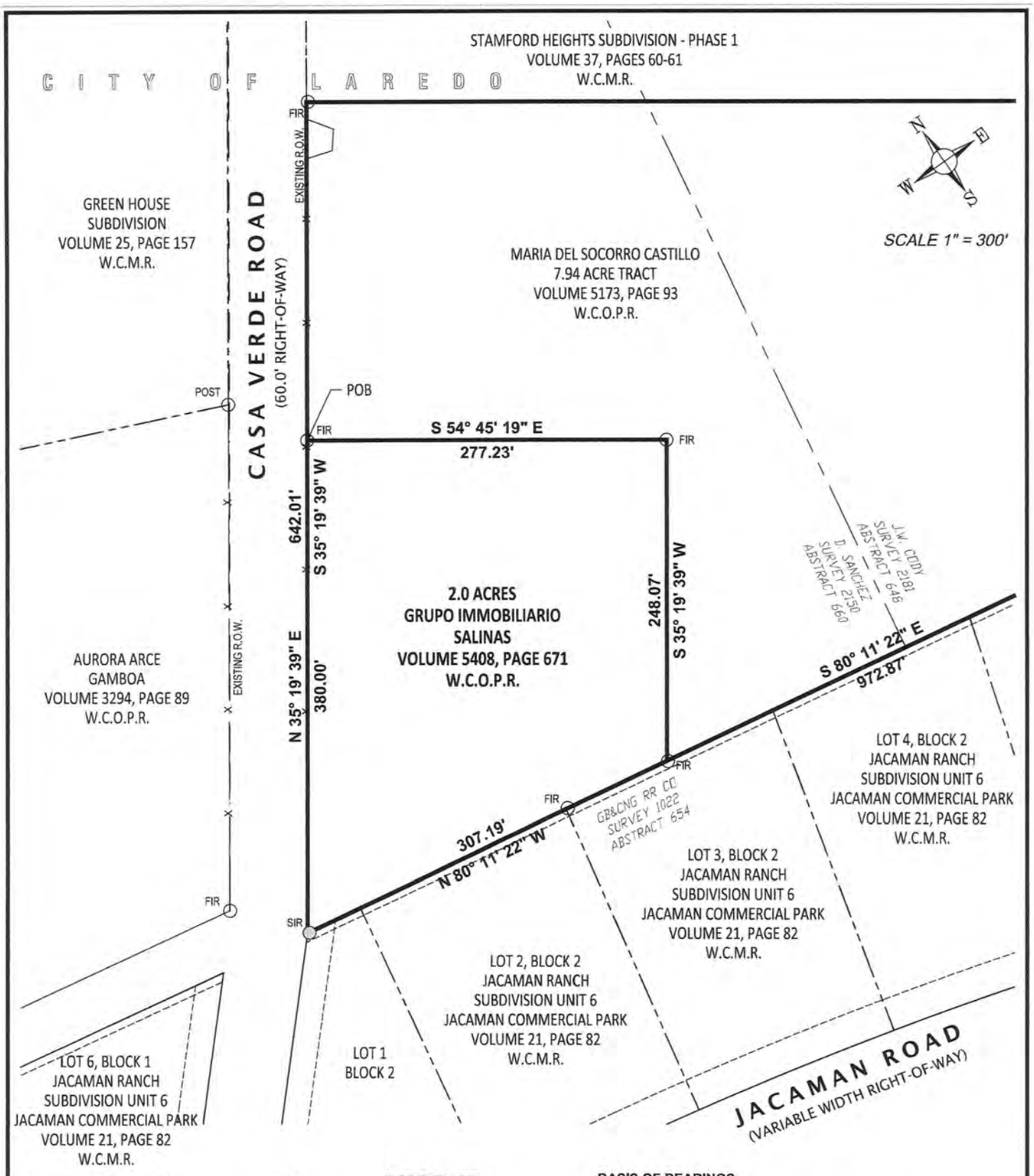


200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-084-2023
COUNCIL DISTRICT 5
NORTH OF JACAMAN ROAD AND EAST OF CASA VERDE ROAD

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



0 75' 150' 300' 600'

SCALE: 1" = 300'

LEGEND

	RIGHT-OF-WAY LINE
	PROPERTY LINE
	ADJOINER / LOT LINES
	ORIGINAL GRANTEE LINES
	ROAD CENTER LINE
○ POB	POINT OF BEGINNING
○ FIR	FOUND IRON ROD
◉ SIR	SET 1/2" IRON ROD
○ POST	FENCE CORNER POST

BASIS OF BEARINGS:

BASIS OF BEARING FOR THIS PLAT IS THE TEXAS COORDINATE SYSTEM, NAD 83, TEXAS SOUTH ZONE, 4205, BASED ON MEASUREMENTS ACCORDING TO A GPS OBSERVATION SESSION AND COMPUTED BY THE NATIONAL GEODETIC SURVEY (NGS) ON BASE LOCATION:

LATITUDE :	027° 33' 50.58"
LONGITUDE :	099° 27' 07.95"
NORTHING :	17095019.6691'
EASTING :	655756.8435'

NOTE:

PROPERTY DOES NOT APPEARS TO BE LOCATED IN A FLOOD ZONE AS PER FEMA MAP 48479C1205C, PUBLISHED DATE APRIL 2, 2019

STATE OF TEXAS
REGISTERED
FRANCISCO RAMOS
6573
PROFESSIONAL
LAND SURVEYOR

I, THE UNDERSIGNED, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE STATED PROPERTY ON THE GROUND AND UNDER MY SUPERVISION, AND THAT THIS SKETCH REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

7/3/23.

FRANCISCO RAMOS, R.P.L.S. No. 6573 *DATE*

SURVEY OF
A 2.0 ACRE TRACT
GRUPO IMMOBILARIO SALINAS
VOLUME 5408, PAGE 671 W.C.O.P.R.
CASA VERDE ROAD - LAREDO, TX

RAMOS
ENGINEERING, PLLC
4820 MIMS AVE., STE. #2
LAREDO, TX 78041
O: 956.267.8668 C: 956.326.9420
FIRM NUMBERS
ENG: F-23568
SUR: 10194771

APPROVED BY: F.R.	
DRAWN BY: F.R.	
SHEET 1 OF 1	
CHECKED BY: F.R.	

FILE:23-237-BASE.DWG

C:\Users\FrankRamos\OneDrive - Ramos Engineering, PLLC\Projects\Year 2 - 2023\2023-237-Casa Verde-2 Acre Multi-Family Plat\500 - Plan Production\dwg\Base

LEGAL DESCRIPTION OF

A 2.0 ACRE TRACT
GRUPO IMMOBILARIO SALINAS
VOLUME 5408, PAGE 671 W.C.O.P.R.
CASA VERDE ROAD - LAREDO, TX

BEING A 2.0 ACRE TRACT OF LAND, MORE OR LESS, BEING ALL OF THE 2.0 ACRES CONVEYED TO GRUPO IMMOBILARIO SALINAS, IN DEED RECORDED IN VOLUME 5408, PAGE 671, WEBB COUNTY OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS, BEING A PORTION OF A 9.94 ACRE TRACT OF LAND CONVEYED TO ANTONIO CASTILLO, JR AND CARLOS CASTILLO, RECORDED IN VOLUME 547, PAGE 205, DEED RECORDS OF WEBB COUNTY, WEBB COUNTY, TEXAS, AND ALSO BEING A PART OF SURVEY 2150, ABSTRACT 660, D. SANCHEZ, ORIGINAL GRANTEE, WEBB COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON ROD, BEING A POINT ON THE SOUTHEASTERN RIGHT-OF-LINE OF CASA VERDE ROAD, AND BEING THE NORTHWESTERN CORNER OF A CALLED 7.94 ACRE TRACT OF LAND CONVEYED TO MARIA DEL SOCORRO CASTILLO, RECORDED IN VOLUME 5173, PAGE 93, WEBB COUNTY OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS, ALSO BEING A POINT ON THE NORTHEASTERN PROPERTY LINE OF A CALLED 9.94 ACRE TRACT OF LAND CONVEYED TO ANTONIO CASTILLO, JR AND CARLOS CASTILLO, RECORDED IN VOLUME 547, PAGE 205, DEED RECORDS OF WEBB COUNTY, WEBB COUNTY, TEXAS, AND BEING THE NORTHWESTERN CORNER OF A CALLED 2.0 ACRE, RECORDED IN VOLUME 5408, PAGE 671, WEBB COUNTY OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS, AND ALSO BEING THE **POINT OF BEGINNING** AND THE NORTHWESTERN CORNER HEREOF;

THENCE **S 54° 45' 19" E** A DISTANCE OF **277.23'** ALONG THE COMMON PROPERTY LINE OF SAID 7.94 ACRE TRACT AND SAID 2.0 ACRE TRACT, TO A FOUND 1/2" IRON ROD BEING AN INTERIOR CORNER OF SAID 7.94 ACRE TRACT, AND THE NORTHEASTERN CORNER OF SAID 2.0 ACRE TRACT AND ALSO BEING THE NORTHEASTERN CORNER HEREOF;

THENCE **S 35° 19' 39" W** A DISTANCE OF **248.07'** CONTINUING ALONG THE COMMON PROPERTY LINE OF SAID CALLED 7.94 ACRE TRACT AND SAID CALLED 2.0 ACRE TRACT, TO A FOUND 1/2" IRON ROD BEING THE SOUTHERN MOST SOUTHWEST CORNER OF SAID CALLED 7.94 ACRE TRACT, AND BEING A POINT ON THE NORTHEASTERN PROPERTY LINE OF LOT 3, BLOCK 2, JACAMAN RANCH SUBDIVISION COMMERCIAL PARK, RECORDED IN VOLUME 21, PAGE 82, WEBB COUNTY MAP RECORDS, WEBB COUNTY, TEXAS, AND BEING THE SOUTHEASTERN CORNER OF SAID 2.0 ACRE TRACT, AND THE SOUTHEASTERN CORNER HEREOF;

THENCE **N 80° 11' 22" W** A DISTANCE OF **307.19'** ALONG THE NORTHEASTERN BOUNDARY LINE OF JACAMAN RANCH SUBDIVISION, TO A SET 1/2" IRON ROD WITH RED CAP, BEING A POINT ON THE SOUTHEASTERN RIGHT-OF-WAY LINE OF CASA VERDE ROAD, AND THE NORTHWESTERN CORNER OF LOT 1, BLOCK 2, OF SAID JACAMAN RANCH SUBDIVISION, AND ALSO BEING THE SOUTHWESTERN CORNER OF SAID CALLED 2.0 ACRE TRACT AND THE SOUTHWESTERN CORNER HEREOF;

THENCE **N 35° 19' 39" E** A DISTANCE OF **380.00'** ALONG THE SOUTHEASTERN RIGHT-OF-WAY LINE OF CASA VERDE ROAD, AND THE NORTHEASTERN PROPERTY LINE OF SAID CALLED 2.0 ACRE TRACT TO THE **POINT OF BEGINNING** OF THIS **2.0 ACRE TRACT** OF LAND, MORE OR LESS.

STATE OF TEXAS
COUNTY OF WEBB:

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY DESCRIPTION IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.

7/3/23.

FRANCISCO RAMOS, R.P.L.S. No. 6573 DATE



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ZC-084-2023
PROPOSED
ZONE CHANGE
FROM R1 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 APPROXIMATELY 2.0 ACRE TRACT OF LAND BEING ALL OF THE 2.0 ACRES CONVEYED TO GRUPO IMMOBILARIO SALINAS, IN DEED RECORDED IN VOLUME 5408, PAGE 671, WEBB COUNTY OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS, BEING A PORTION OF A 9.94 ACRE TRACT OF LAND CONVEYED TO ANTONIO CASTILLO, JR AND CARLOS CASTILLO, RECORDED IN VOLUME 547, PAGE 205, DEED RECORDS OF WEBB COUNTY, WEBB COUNTY TEXAS, AND ALSO BEING A PART OF A SURVEY 2150, ABSTRACT 660, D. SANCHEZ, ORIGINAL GRANTEE, WEBB COUNTY, TEXAS, LOCATED NORTH OF JACAMAN ROAD AND EAST OF CASA VERDE ROAD, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of approximately 2.0 acre tract of land being all of the 2.0 acres conveyed to Grupo Immobilario Salinas, in deed recorded in Volume 5408, Page 671, Webb County Official Public Records, Webb County, Texas, being a portion of a 9.94 acre tract of land conveyed to Antonio Castillo, Jr and Carlos Castillo, recorded in Volume 547, Page 205, deed records of Webb County, Webb County Texas, and also being a part of a survey 2150, abstract 660, D. Sanchez, Original Grantee, Webb County, Texas, located north of Jacaman Road and east of Casa Verde Road, 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 August 17, 2023; 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 September 18, 2023 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning approximately 2.0 acre tract of land being all of the 2.0 acres conveyed to Grupo Immobilario Salinas, in deed recorded in Volume 5408, Page 671, Webb County Official Public Records, Webb County, Texas, being a portion of a 9.94 acre tract of land conveyed to Antonio Castillo, Jr and Carlos Castillo, recorded in Volume 547, Page 205, deed records of Webb County, Webb County Texas, and also being a part of a survey 2150, abstract 660, D. Sanchez, Original Grantee, Webb County, Texas, located north of Jacaman Road and east of Casa Verde Road, 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 _____, 2023.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 4.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Sosahar Ent/Laura Mendiola, Owner; Las Barricas Grill & Wine/ Frances Quinones Moreno, Applicant; Frances Quinones Moreno, Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on Lot 1, Block 1, Alexander Commercial Subdivision, Phase XIV, located at 1119 Fenwick Drive, Suite 206 (2,639 square feet).

The Planning and Zoning Commission recommended **approval** of the proposed special use permit and staff **did not support** the application.

ZC-085-2023
District V

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

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

Proposed use: Restaurant serving alcohol **(**Las Barricas Grill & Wine**)**

Site: The site is currently occupied by a commercial plaza that includes Eye Care of Laredo, Viva La Gam - Beauty Spa, Mulas Restaurant, Honey-Beauty Spa, Primary Care of Laredo Medical, and Las Barricas Restaurant (proposed restaurant).

Surrounding land uses: To the north of the site is Fenwick Drive and vacant undeveloped land. To the east of the site is North Bartlett Avenue, residential use, and vacant undeveloped land. To the south of the site is Villas Laredo (multi-family residential use) and a commercial plaza that includes Fiesta Adult Daycare, GDM Primary Home Care, and M&J Primary Home Care.

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 Bartlett Avenue as a Major Arterial, but does not identify Fenwick Drive.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 18 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

Staff **does not support** the proposed special use permit:

1. The proposed use does not meet the required parking requirement as per the Laredo Land Development Code Section 27.78.3.
    - Total parking required for the commercial plaza including the proposed restaurant = 129 parking spaces
        - Proposed restaurant requires = 32 parking spaces
        - Remaining commercial plaza requires = 97 parking spaces
    - Actual amount identified on site plan = 92 parking spaces
2. The hours of the existing uses overlap with the proposed use, thus resulting in joint use parking ineligibility.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is issued to Frances Moreno and is non-transferable.
2. The Special Use Permit is restricted to Suite 206 and limited to 2,639 square feet as per site plan, "Exhibit A", which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Sunday to Wednesday, 8:00 a.m. to 12:00 a.m. (midnight) and Thursday to Saturday, 11:00 a.m. to 2:00 a.m.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
6. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
7. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. Signage shall be consistent with the City's Sign Ordinance and TABC rule or

regulation.

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

Staff **does not support** the application.

Is this change contrary to the established land use pattern?
No, the zone will not change.

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

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

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

Fiscal Impact

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

Attachments

Maps
Narrative
Site Plan
Tenant List
Draft Ordinance

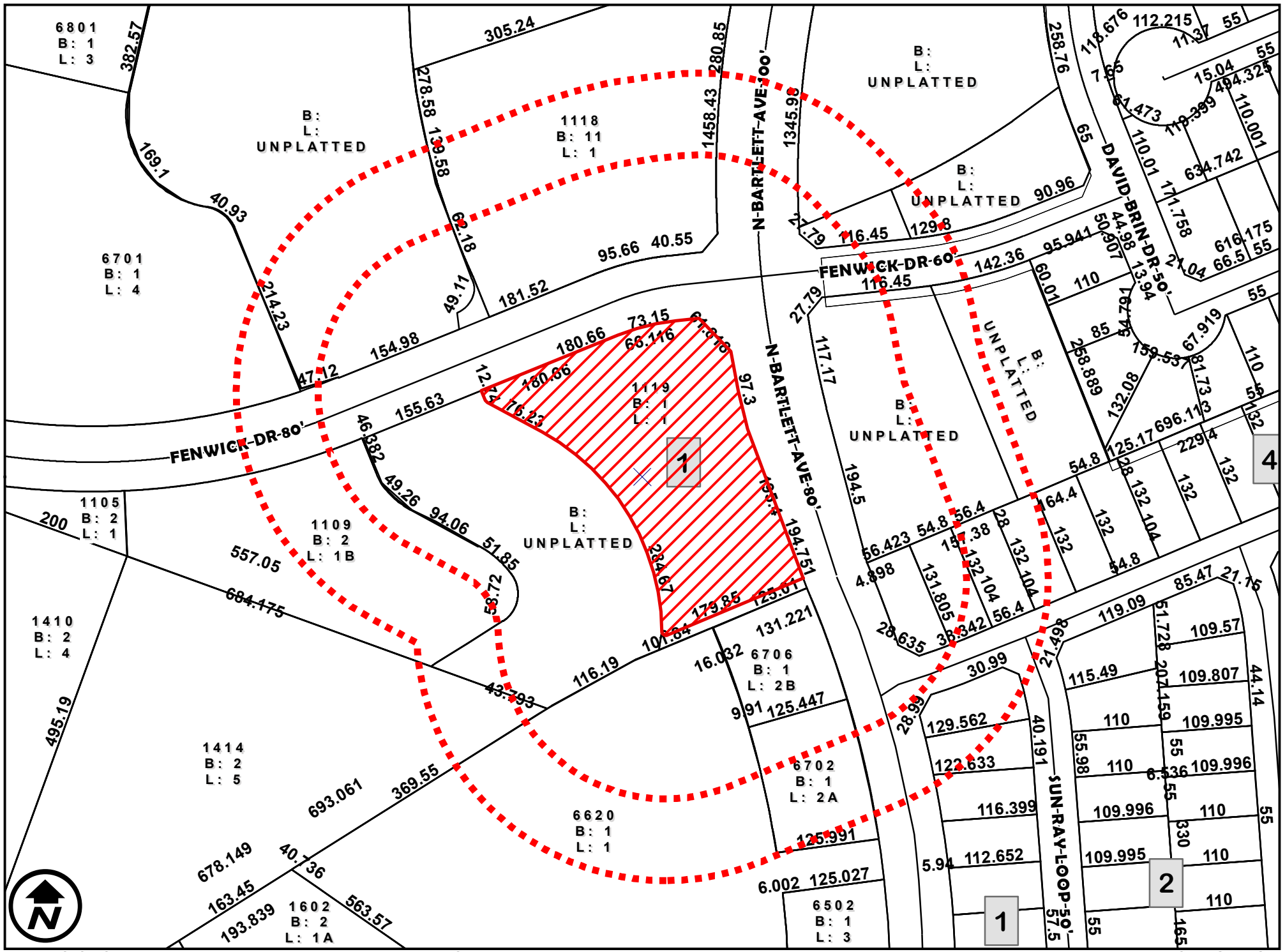


AERIAL MAP

1 inch = 150 feet

ZC-085-2023
COUNCIL DISTRICT 5
1119 FENWICK DRIVE, SUITE 206

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

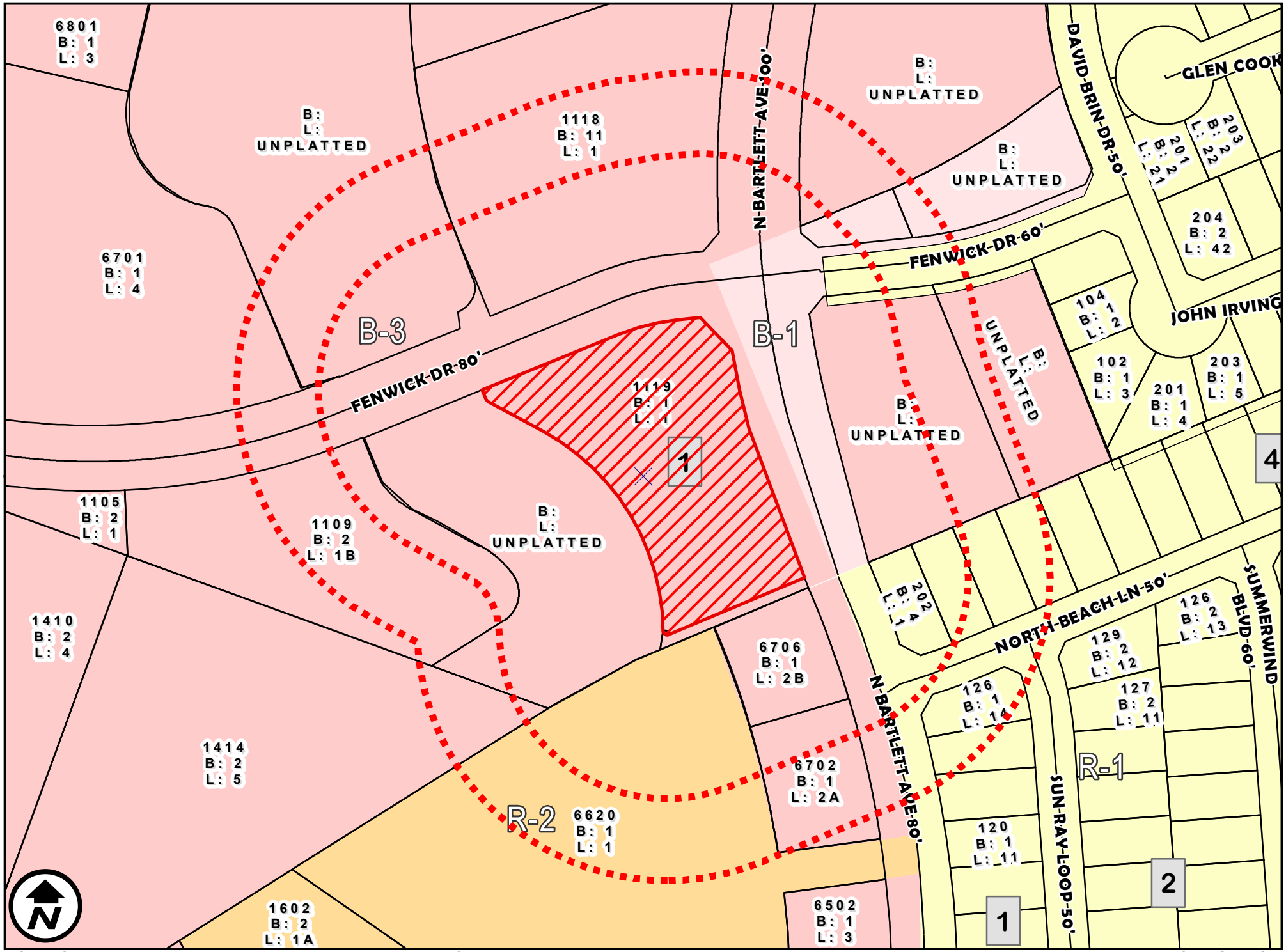


DIMENSIONS MAP

1 inch = 150 feet

ZC-085-2023
COUNCIL DISTRICT 5
1119 FENWICK DRIVE, SUITE 206

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

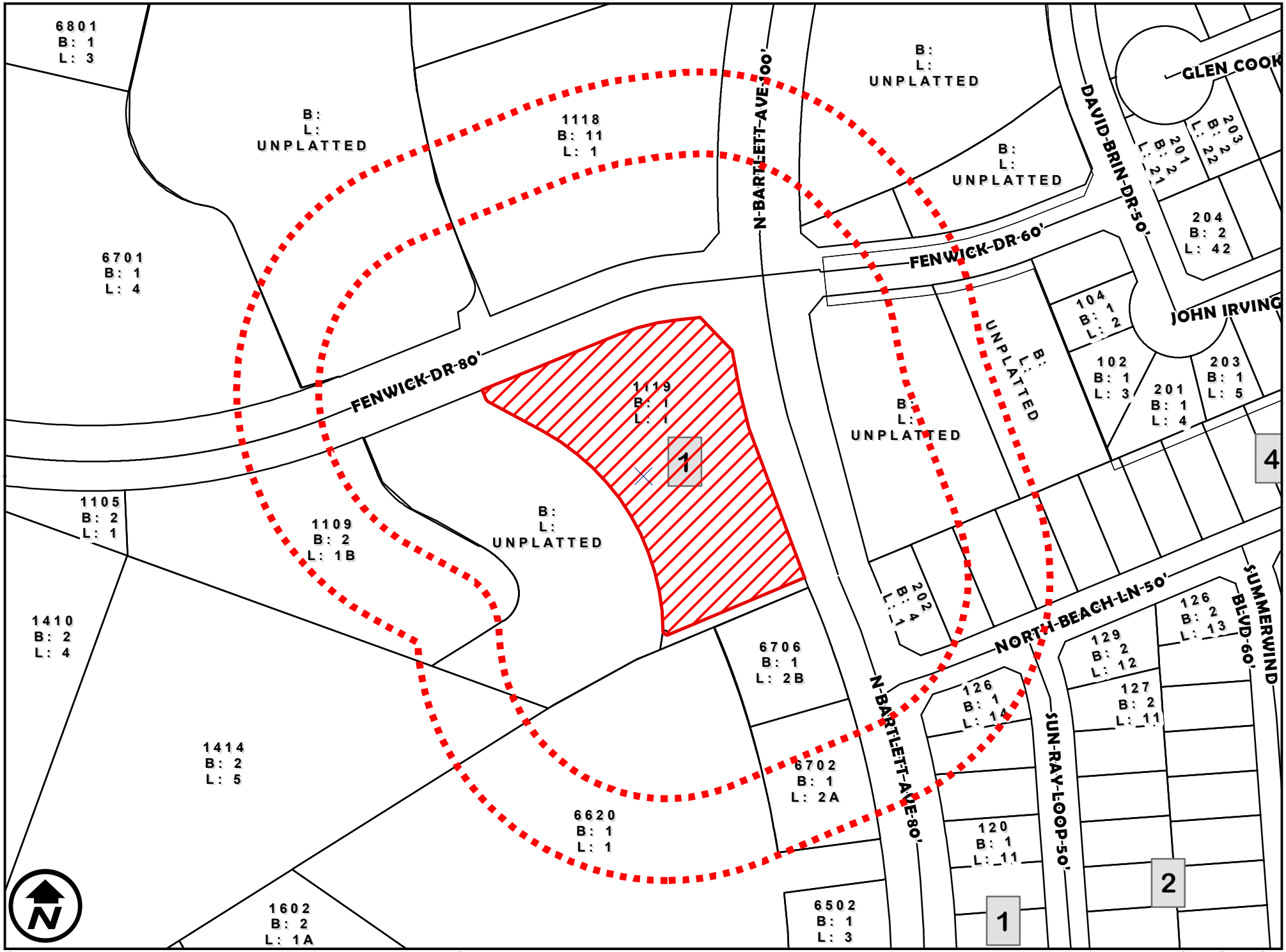


ZONING MAP

1 inch = 150 feet

ZC-085-2023
COUNCIL DISTRICT 5
1119 FENWICK DRIVE, SUITE 206

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

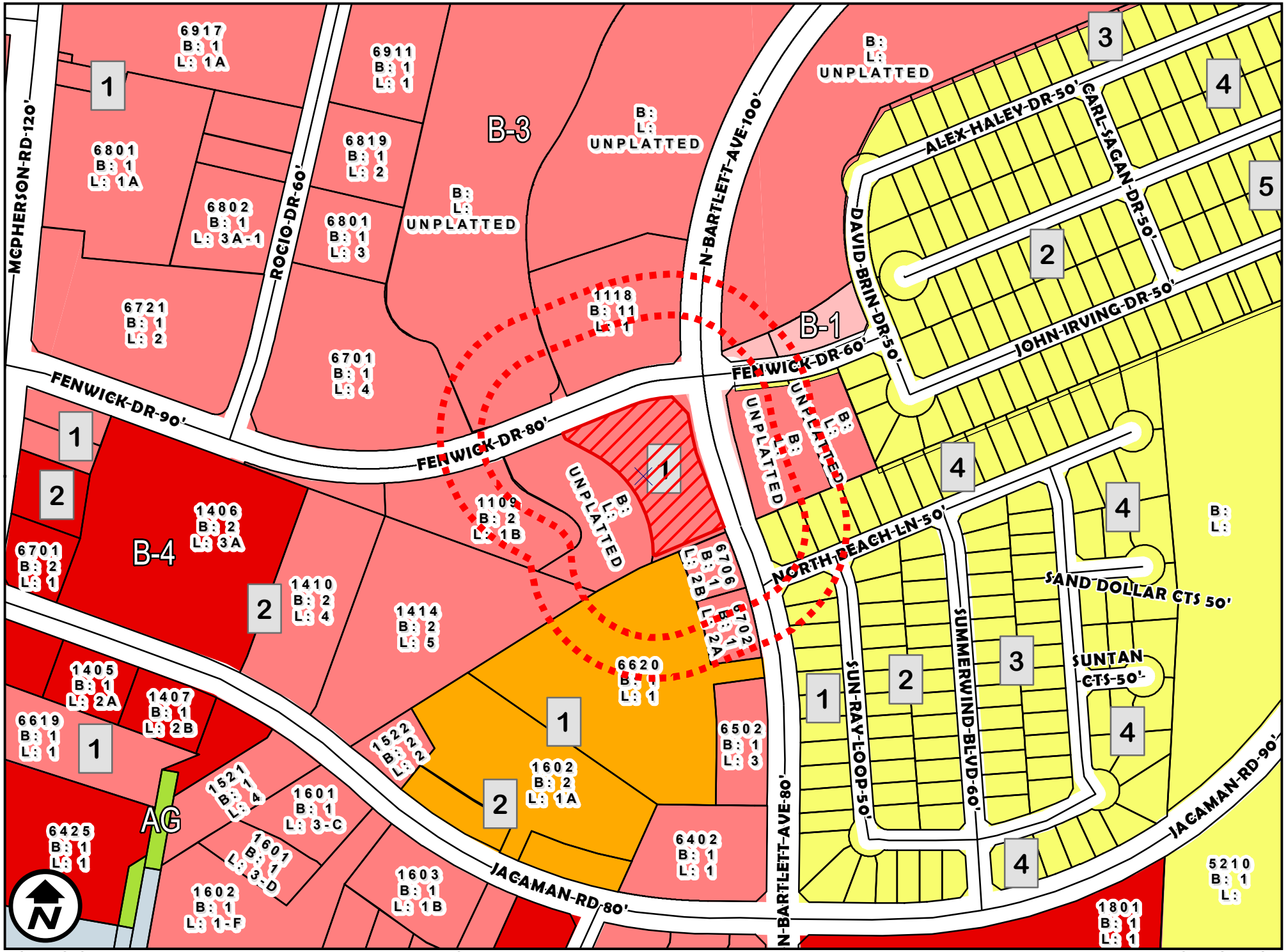


SURVEY MAP

1 inch = 150 feet

ZC-085-2023
COUNCIL DISTRICT 5
1119 FENWICK DRIVE, SUITE 206

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

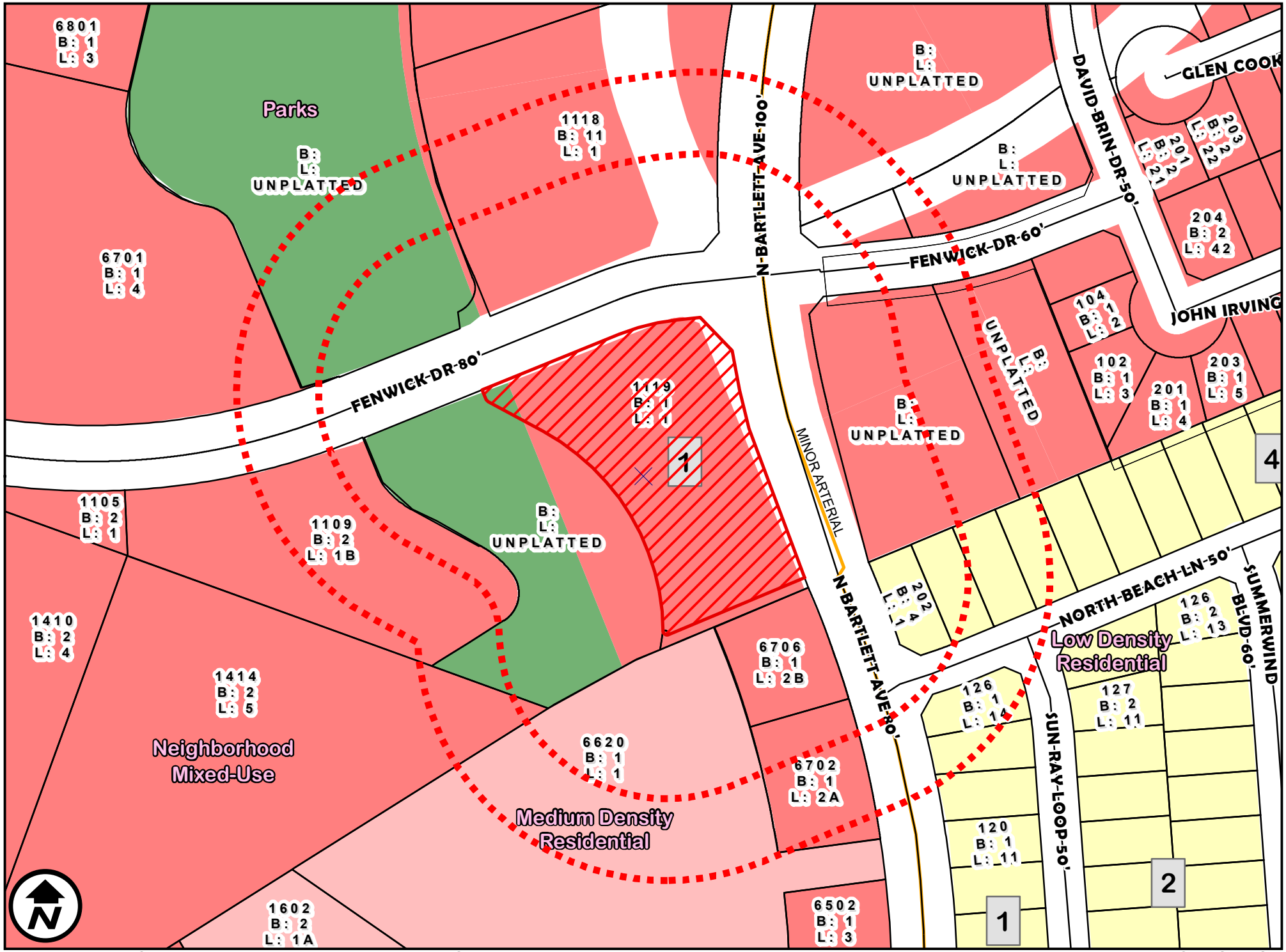


ZONING OVERVIEW

1 inch = 300 feet

ZC-085-2023
COUNCIL DISTRICT 5
1119 FENWICK DRIVE, SUITE 206

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

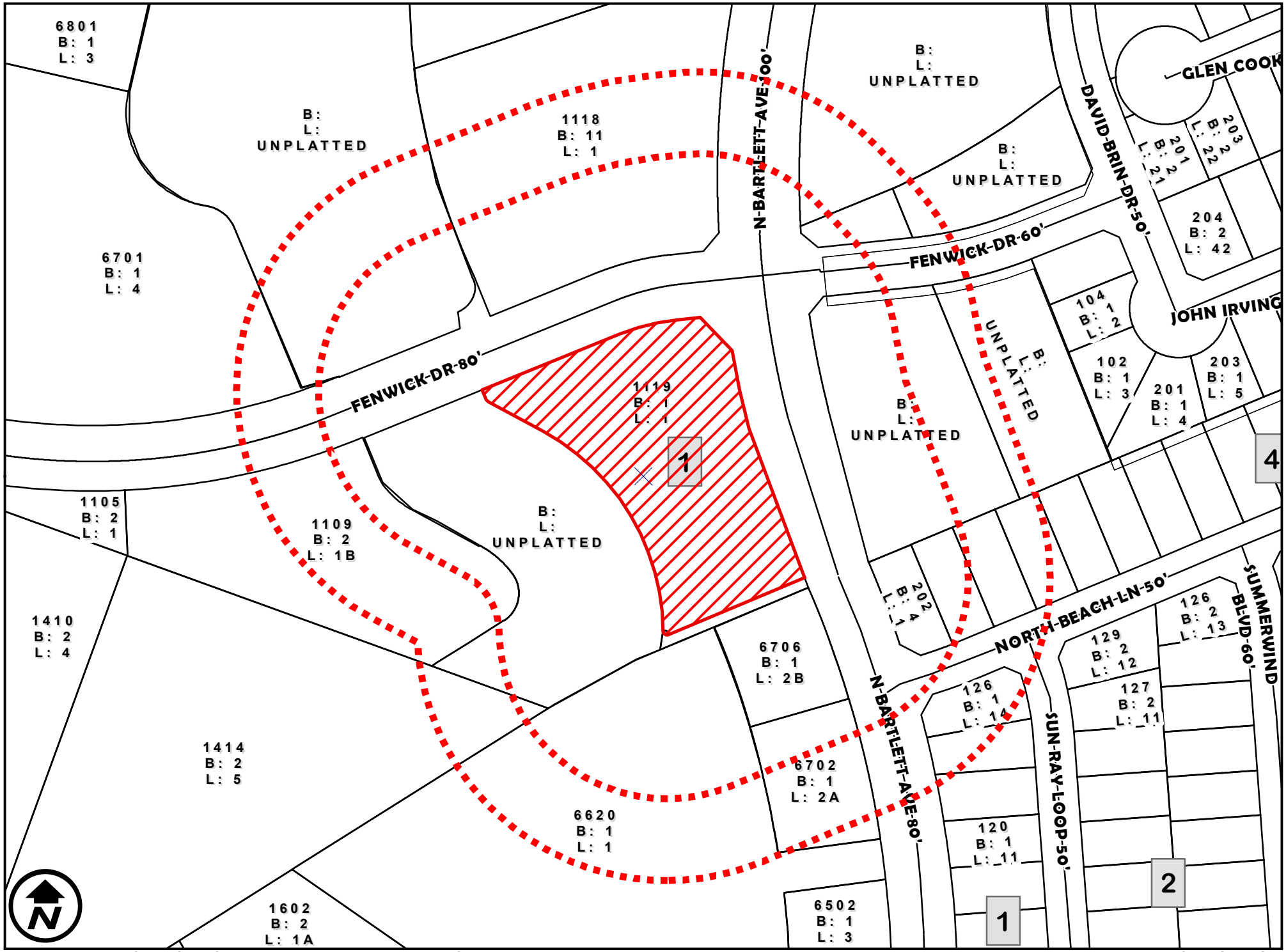


FUTURE LANDUSE

1 inch = 150 feet

ZC-085-2023
COUNCIL DISTRICT 5
1119 FENWICK DRIVE, SUITE 206

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



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-085-2023
COUNCIL DISTRICT 5
1119 FENWICK DRIVE, SUITE 206

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

SPECIAL USE PERMIT

LAS BARRICAS GRILL & WINE LLC

SOSAHAR ENTERPRISES LLC/ LAURA MENDIOLA

Las Barricas Grill & Wine will be located at the SHOPPESS AT UPTOWN 1119 Fenwick Dr. Ste 206. Owner Ms. Frances Quinones Moreno is the owner of two of the best upscale restaurants in Nuevo Laredo SANTO COLMILLO and LAS BARRICAS and now bringing her concept to Laredo that will provide a classy elegant feel with a great atmosphere and a variety of exquisite dishes, offering the best selection of wines and premium liquors.

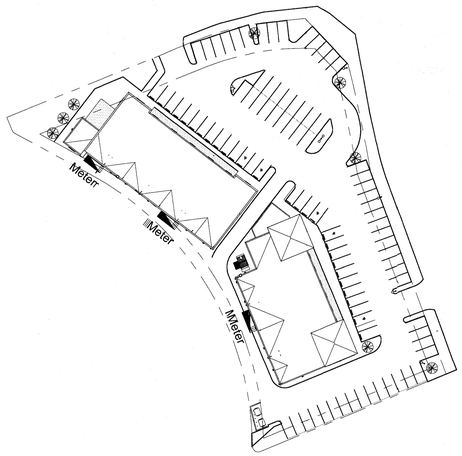
Hours of operation will be Sun to Wed from 8am to 12am Thurs to Sat 8am to 2am serving breakfast, brunch, lunch and dinner. Business will have 6 employees.

We hope you will consider approving our request for SUP (Special Use Permit) in order to apply for TABC License.

Thank you

Frances Quinones Moreno/ Las Barricas Grill & Wine Frances Moreno

Laura Mendiola / Sosahar Enterprises LLC Laura Mendiola



SITE PLAN KEYNOTES

1. CONCRETE OR ASPHALT PAVING; RE: CIVIL.
2. LANDSCAPING
3. 4" WIDE PARKING STRIPES, PAINTED WHITE; RE: CIVIL.
4. CONCRETE SIDEWALK; CONTROL JOINT 10' O.C. OR AS REQUIRED BY CIVIL.
5. -
6. CONCRETE CAR STOP; RE: CIVIL.
7. PROPOSED MONUMENT SIGN; PROVIDE CONDUIT W/ POWER; RE: CIVIL AND MEP FOR POWER AND LIGHTING
8. LIGHT FIXTURE; RE: MEP
9. PROPOSED TRANSFORMER LOCATION;VERIFY W/AEP/MEP; RE: MEP
10. IRRIGATION SYS. LOCATION IN CLOSET; PROVIDE POWER.
11. ACCESSIBLE PARKING SPACE PER ACCESSIBILITY GUIDELINES.
12. ACCESSIBLE CURB RAMP PER ACCESSIBILITY GUIDELINES; RE: CIVIL.
13. UNIVERSAL ACCESSIBLE PARKING SYMBOL PAINTED WHITE; RE: CIVIL.
14. 4" WIDE WHITE, 45° PAVEMENT MARKING, PAINTED STRIPES @ 18" O.C. AT ACCESSIBLE ROUTE; RE: CIVIL .
15. CONCRETE CURB; RE: CIVIL
16. WAUSAU MADE PLANTER TF 4124 W/ IRRIGATION SAGO PAL, & PERENNIALS
17. TREES
18. REFER TO CIVIL DRAEINGS FOR FIRE LANE
19. NEW BUILDING ELECTRICAL SERVICE EQUIPMENT; RE: MEP
20. PANEL-H LOCATION; RE:MEP
21. SIDEWALK IN PUBLIC
22. R.O.W. DECOMPOSED GRANITE AND LANDSCAPING
23. TRASH ENCLOSURE; RE: CIVIL

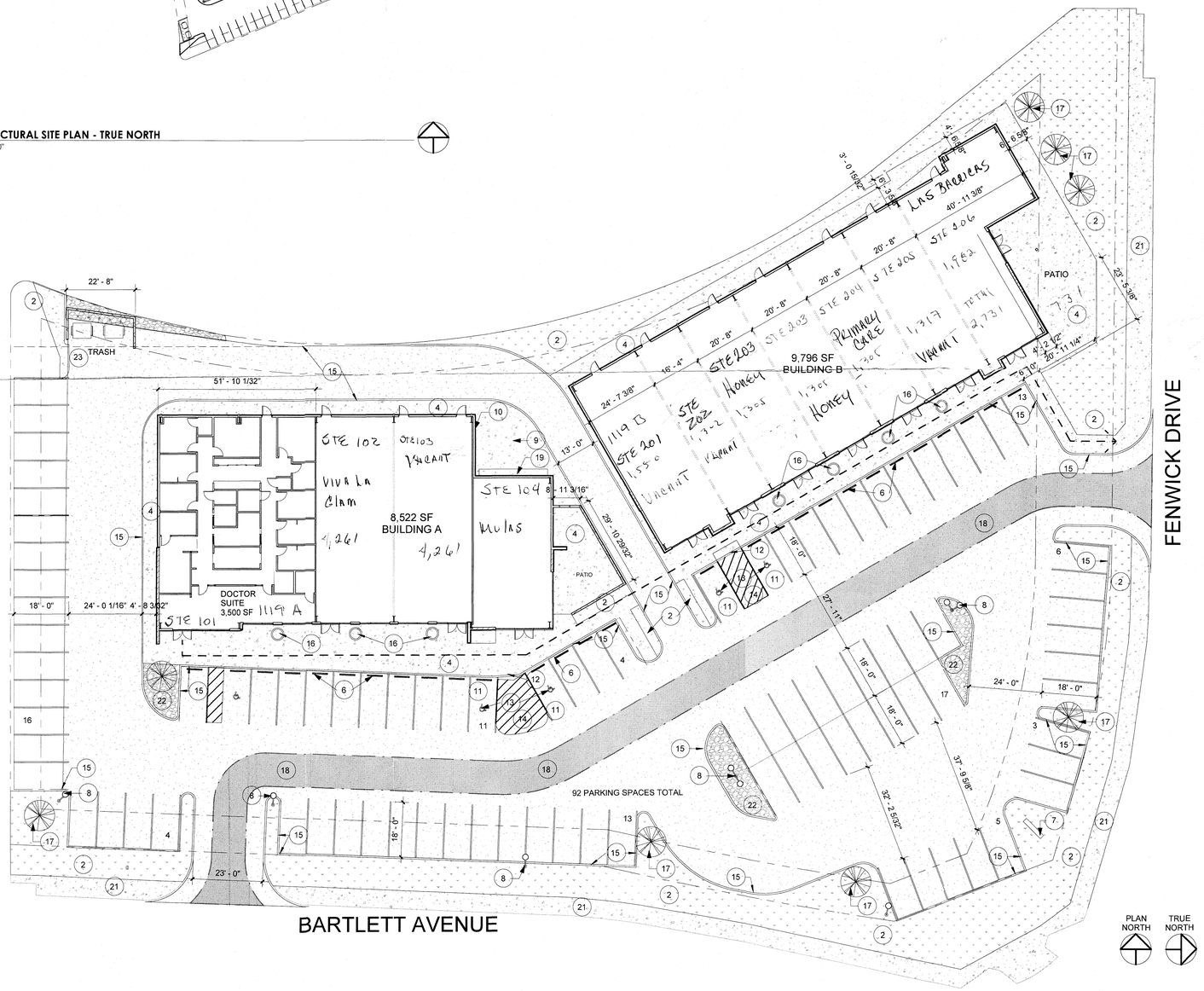
PARKING COUNTS

PARKING COUNTS

Stall Type	Count	Property
9' x 18' - 90 deg	88	
9' x 18' - 90 deg ADA	4	

: 92

Grand total: 92



2 ARCHITECTURAL SITE PLAN - TRUE NORTH
1/64" = 1'-0"

1 ARCHITECTURAL SITE
1" = 20'-0"

GENERAL SITE NOTES

1. REFER TO CIVIL PLANS FOR CONSTRUCTION INFORMATION. THIS PLAN IS FOR REFERENCE ONLY.

2. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS PROVIDED BY OTHERS.

3. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICT BEFORE CONSTRUCTION COMMENCE. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.

LANDSCAPE NOTES

1.- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.

2.- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.

3.- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

4.- CONTRACTOR TO PROVIDE A MIN 2% SLOPE AWAY FROM STRUCTURE ON ALL SIDES.

5.- ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL NEED BE INSTALLED ADJACENT TO CURBS OR SIDEWALKS.

6.- ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.

7.- ALL LAWN AREAS TO BE SOLID SOD BERMUDA GRASS, U.N.O.

8.- ALL IRRIGATION SYSTEM DESIGN AND INSTALLATION TO BE PERFORMED BY LICENSED INSTALLER IN THE STATE OF TEXAS.

9.- ALL LANDSCAPING TO COMPLY WITH THE MINIMUM REQUIREMENTS OF THE CITY OF LAREDO AND WITH THE CONDOMINIUM REGIME OF THE DEVELOPMENT.

10.- IRRIGATION TO ALL PLANTERS, TREES, TREE GRATES, & ALL GENERAL LANDSCAPING.

11.- PROVIDE UNDERLAYMENT FABRIC FOR ALL GRAVEL AREAS.

SOLID SOD NOTES

1. LEAVE GRADE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS

2. ADJUST SITE GRADING TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.

3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFE IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE.

4. CONTRACTOR TO COORDINATE AVAILABILITY OF EXISTING TOPSOIL.

5. PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.

6. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.

7. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.

8. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO THE FOLLOWING: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.

9. CONTRACTOR SHALL GUARANTEE OWNER OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

MAINTENANCE NOTES

1. THE OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL LANDSCAPE.

2. ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.

3. ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS, AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.

4. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.

5. ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.

GENERAL LAWN NOTES

1. CONTRACTOR SHALL PROVIDE 2" OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

2. IMPORTED TOP SOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOW. AS BOTTOM LAND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.

3. ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLES, AND FINISH GRADE APPROVED PRIOR TO INSTALLATION.

4. ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.

SITE PLAN LEGENDS

- ACCESSIBLE PATH
- FIRE LANE SHALL READ "NO PARKING FIRE LANE" EVERY 15'.
- LANDSCAPING BED
- SODDED AREA
- CONCRETE; RE: CIVIL
- DECOMPOSED GRANITE AND/OR P GRAVEL

redline architecture
1119 FLORES AVE. STE 200 LAREDO, TEXAS 78040
956.727.5391 WWW.REDLINEARCHITECTURE.COM

ALEXANDER COMMERCIAL CENTER

1119 FENWICK DR
LAREDO, TX 78041
ALEXANDER COMMERCIAL LOT 1, BLOCK 1 - 1.67 ACRES

ARCHITECT'S SEAL:



EXPIRES 8/30/2020

NO.	DESCRIPTION	REV.	DATE
1	SCHEMATIC	1	14 FEB 2019
2	SCHEMATIC	2	5 MAR 2019
3	SCHEMATIC	3	6 MAR 2019
4	SCHEMATIC	4	20 MAR 2019
5	DESIGN DEVELOPMENT	5	08 MAY 2019
6	100% CD'S	6	07 NOV 2019

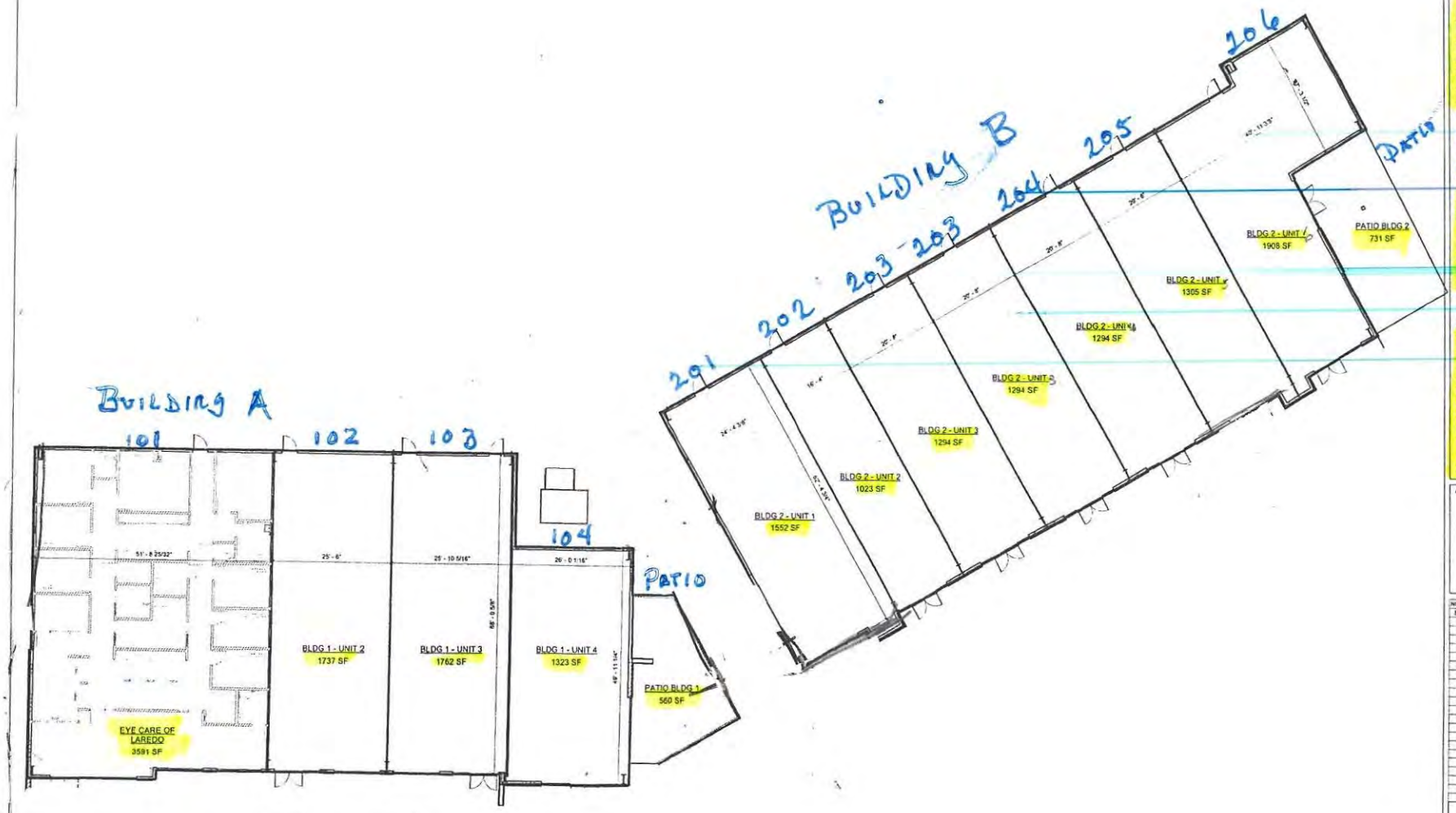
SITE PLAN

Project number	030119
Date	11/05/19
Drawn by	JJM
Checked by	TLM

A100

Scale: As indicated

9/17/2020 3:16:17 PM



1 AREA PLAN
1" = 10'-0"

redline architecture
1110 FLORES AVE. STE 200 LAREDO, TEXAS 78040
956.727.5391 WWW.REDLINEARCHITECTURE.COM

ALEXANDER COMMERCIAL CENTER

1119 FENWICK DR
LAREDO, TX 78041
ALEXANDER COMMERCIALI LOT 1, BLOCK 1 - 1.67 ACRES

ARCHITECT'S SEAL:
REGISTERED ARCHITECT
TIMOTHY L. MOLL
19224
STATE OF TEXAS
NOT FOR REGULATORY APPROVAL PERMITTING OR CONSTRUCTION
EXPIRES 8/30/2020

NO.	DESCRIPTION	REV.	DATE
8	Tenant Plan	8	03 FEB 2020

TENANT PLAN

Project number	030119
Date	11/05/19
Drawn by	AH
Checked by	TLM

A403

Scale 1" = 10'-0"

ALEXANDER COMMERCIAL CENTER

THE SHOPPES AT UPTOWN

1119 FENWICK DR

BUILDING A

STE 101 EYE CARE OF LAREDO Mon to Frid 8am to 5pm 3,591 sq ft

STE 102 VIVA LA GAM- BEAUTY SPA By Appointment Only 1,737 sq ft

STE 103 VACANT 1,762 sq ft

STE 104 MULAS RESTAURANT Mon to Sat 11am to 11pm 1,323 sq ft

Patio 560 sq ft

BUILDING B

STE 201 VACANT 1,552 sq ft

STE 202 VACANT 1,023 sq ft

STE 203 Two Suits HONEY-BEAUTY SPA Mon to Frid 10am to 6pm

Sat and Sun by Appointment 2,588 sq ft

STE 204 PRIMARY CARE OF LAREDO MEDICAL Mon to Frid 8am to 5pm

1,294 sq ft

STE 205 VACANT 1,305 sq ft

STE 206 LAS BARRICAS RESTAURANT Sun to Wed 8am to 12am
Thurs to Sat 8am to 2am 1,908 sq ft Patio 731 sq ft

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL ON LOT 1, BLOCK 1, ALEXANDER COMMERCIAL SUBDIVISION, PHASE XIV, LOCATED AT 1119 FENWICK DRIVE, SUITE 206 (2,639 SQUARE FEET); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a restaurant serving alcohol on Lot 1, Block 1, Alexander Commercial Subdivision, Phase XIV, located at 1119 Fenwick Drive, Suite 206 (2,639 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 August 17, 2023; and,

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

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

WHEREAS, the City Council has held a public hearing on September 18, 2023, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit (SUP) for a Restaurant Serving Alcohol, located on Lot 1, Block 1, Alexander Commercial Subdivision, Phase XIV, located at 1119 Fenwick Drive, Suite 206 (2,639 square feet.

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

1. The Special Use Permit is issued to Frances Moreno and is non-transferable.
2. The Special Use Permit is restricted to Suite 206 and limited to 2,639 square feet as per site plan, "Exhibit A", which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Sunday to Wednesday, 8:00 a.m. to 12:00 a.m. (midnight) and Thursday to Saturday, 11:00 a.m. to 2:00 a.m.

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

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

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

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12.12, entitled "Enforcement and Revocation of Special Use Permit Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit Revocation

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

A. Circumstances that warrant revocation of an approved special use permit include, but shall not be limited to, any of the following:
    1. Any Violation of any of the conditions of the special use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
    2. A plea of guilty or no-contest to an offense that that occurs on the property for which the special use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;
    3. The building, premise, or land uses under the special use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate special use permit for such enlargement, modification, structural alteration or change;
    4. Violation of any provision of the site plan encompassing the property for which the special use permit was issue for, terms or conditions of a special use permit;
    5. The special use permit was obtained by fraud or with deception.
B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council ma revoke the special use permit, deny the revocation and allow the sue to continue, or deny the revocation and amend the special use permit to attach conditions to assure that the terms, conditions and requirements of the special use permit be met.
C. Effect of revocation. Upon the effective date of the revocation, it shall be unlawful to undertake or perform any activity that was previously authorized by the special use permit. Any person, firm, or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2023.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 5.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: ALS Laredo Holdings, LLC, Owner; Berry Engineers, LLC, Applicant; Chris Berry, PE, Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 1.118 acres, located in the Jose Antonio Diaz, Survey 34, Abstract 762, Webb County, part of a 58.06 acres tract described in Tract IV of conveyance document to ALS Laredo Holdings, Limited Liability Company recorded in Volume 3342, Pages 687-et seq., of the Webb County Official Public Records, Webb County, Texas, located east of South Ejido Avenue and north of La Terraza Way, 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-087-2023
District I

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: I - Cm. Gilbert Gonzalez

Proposed use: Retail Store (Dollar Tree)

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is Cuatro Vientos Drive, Family Dollar, and Wormser Road. To the east of the site is a large area of residential uses. To the south of the site is vacant undeveloped land and La Terraza Way. To the west of the site is South Ejido Avenue, Henry B. Zachry Elementary School, and Honore Ligarde Elementary School.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies South Ejido Avenue as a Major Collector.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 26 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission is 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 zoning districts.
2. The property meets the minimum lot width requirement of 46 feet for B-1 zoning districts as per the Laredo Land Development Code, Section 24.77.21. The property lot width is about 172 feet.
3. The proposed use is anticipated to complement the surrounding residential and commercial uses in the vicinity.

Staff **supports** the application.

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?
No. There are similar commercial uses north of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There is B-1 zoning districts north of the property.

Will change adversely influence living conditions in the neighborhood?
There are similar uses in the vicinity. The proposed use is anticipated to complement the surrounding residential and commercial uses in the vicinity.

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

Yes. The existing R-1A does not allow for a retail store (Dollar Tree) as intended by the applicant.

Fiscal Impact

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

Attachments

Maps
Survey
Zone Change Signage
Ordinance - DRAFT

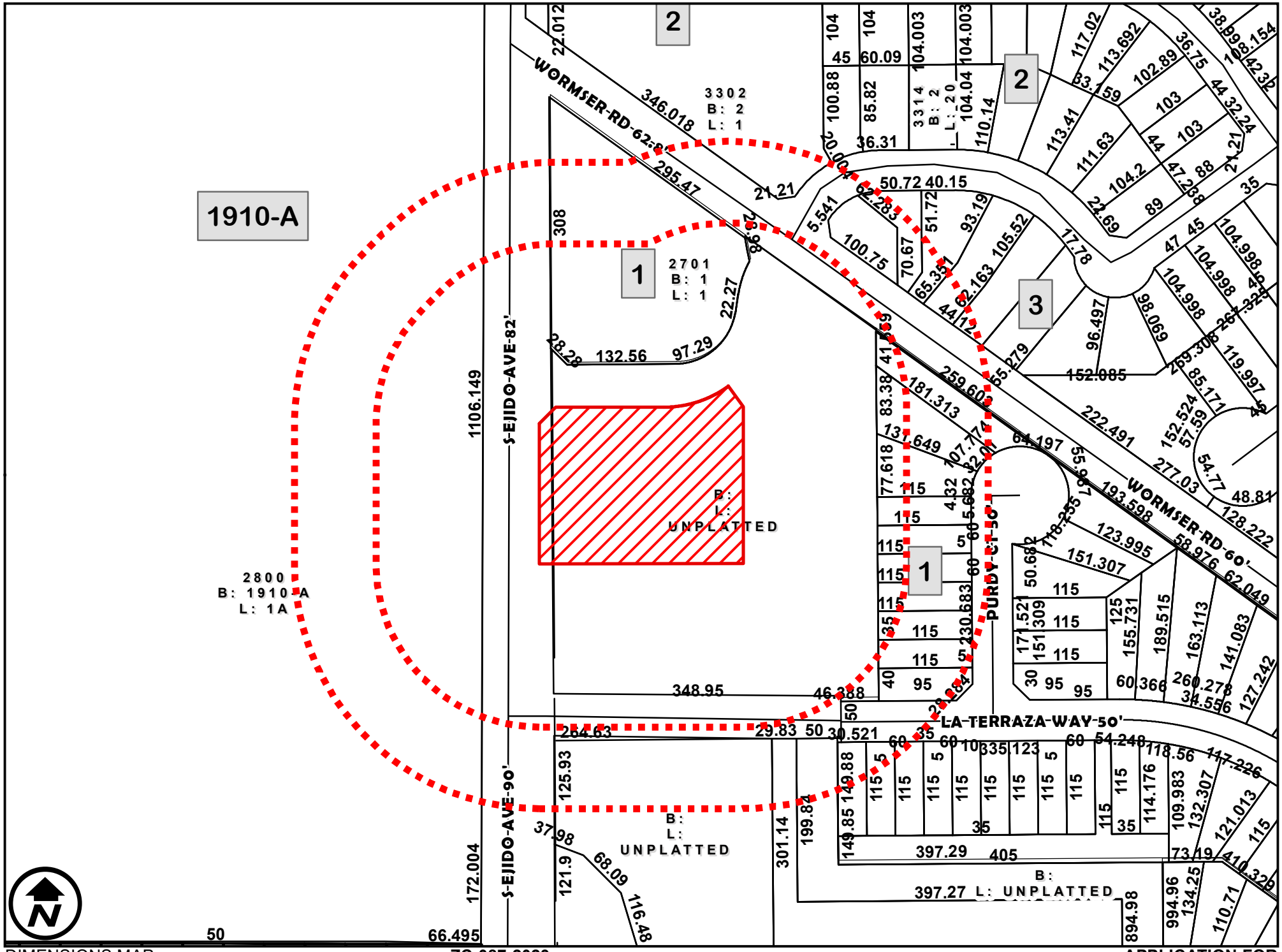


AERIAL MAP

1 inch = 150 feet

ZC-087-2023
COUNCIL DISTRICT 1
EAST OF SOUTH EJIDO AVENUE AND NORTH OF LA TERRAZA WAY

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



DIMENSIONS MAP

1 inch = 150 feet

ZC-087-2023

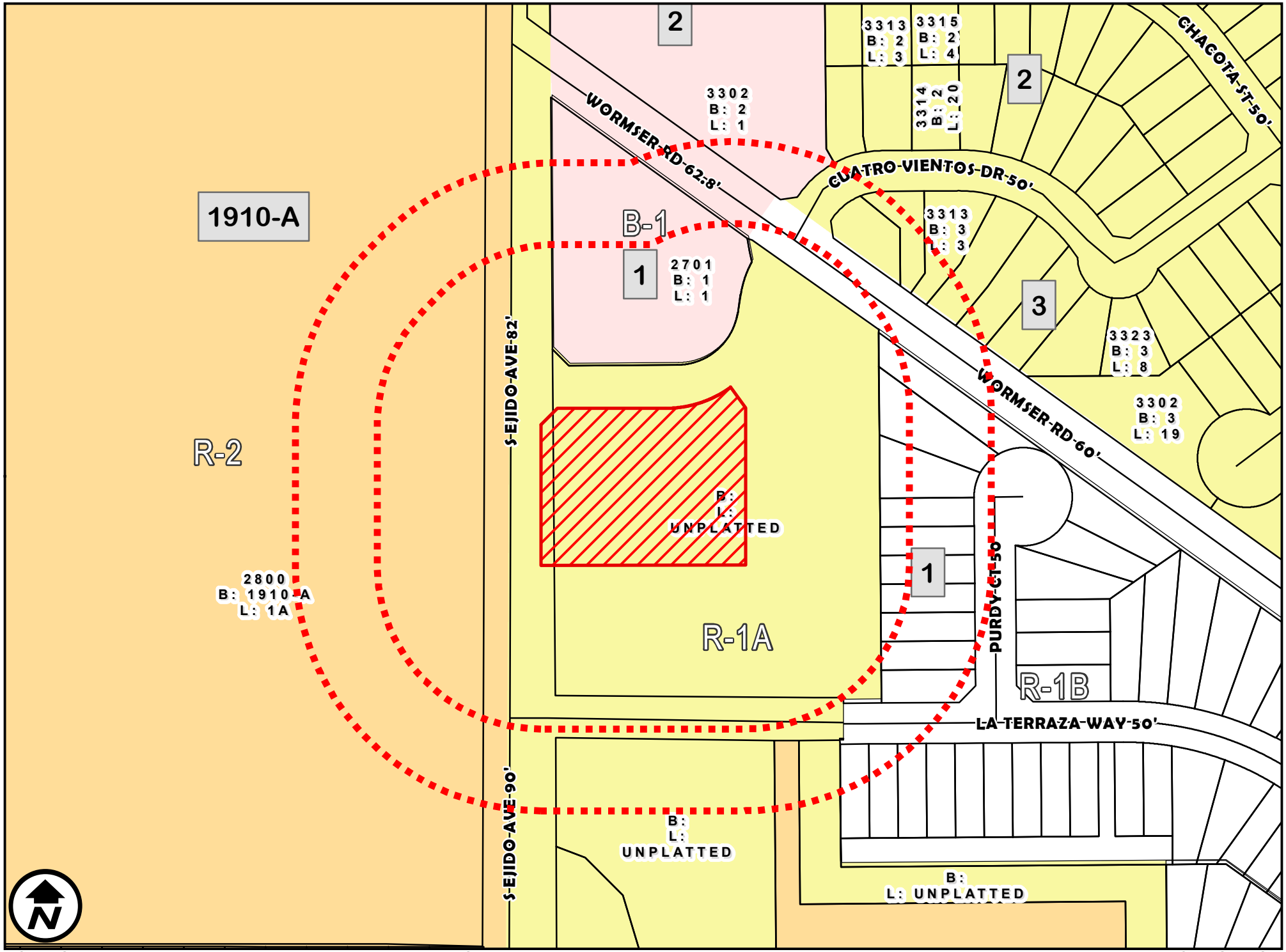
COUNCIL DISTRICT 1

EAST OF SOUTH EJIDO AVENUE AND NORTH OF LA TERRAZA WAY

APPLICATION FOR

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

B-1 (LIMITED BUSINESS DISTRICT)

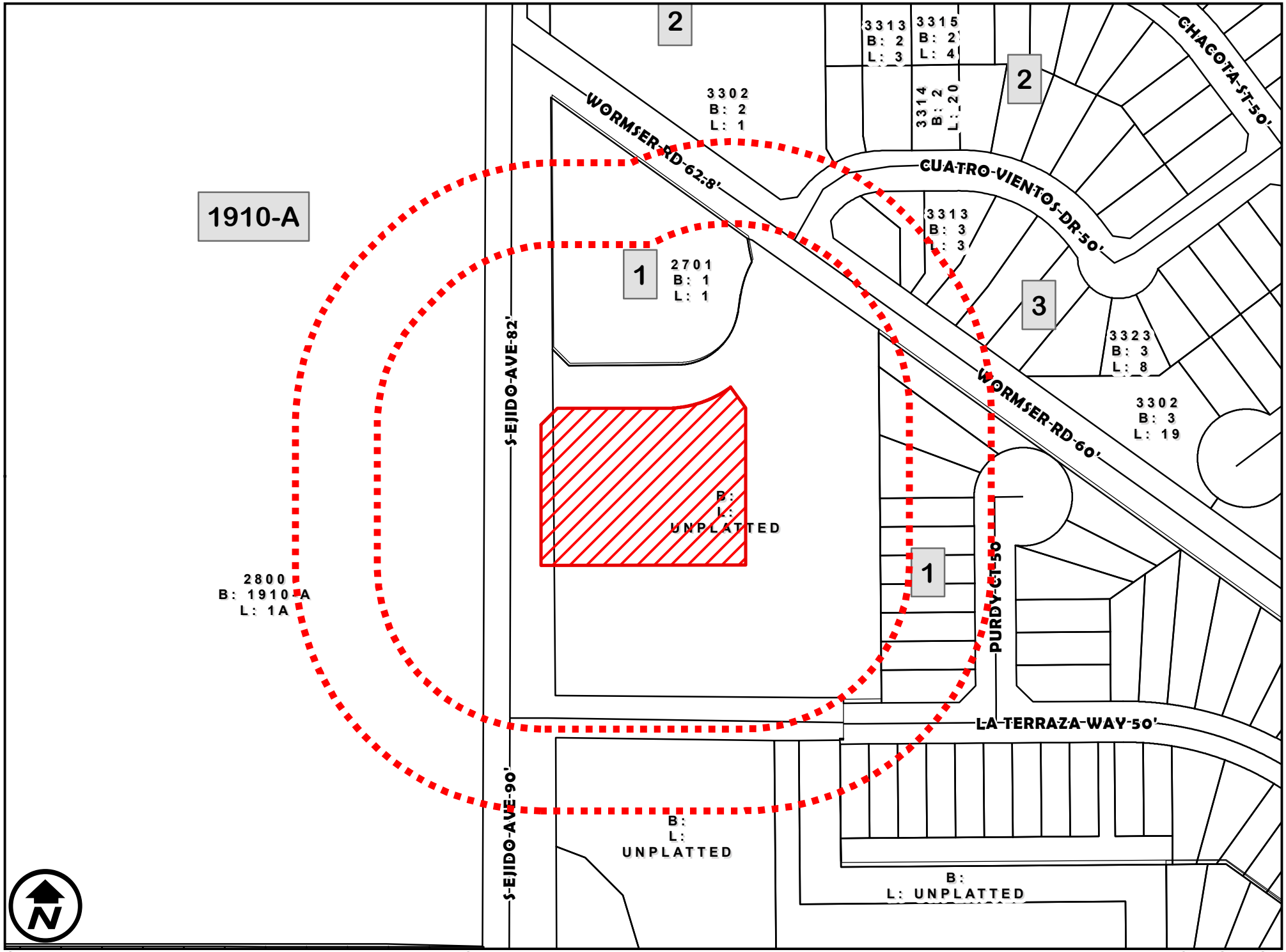


ZONING MAP

1 inch = 150 feet

ZC-087-2023
COUNCIL DISTRICT 1
EAST OF SOUTH EJIDO AVENUE AND NORTH OF LA TERRAZA WAY

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

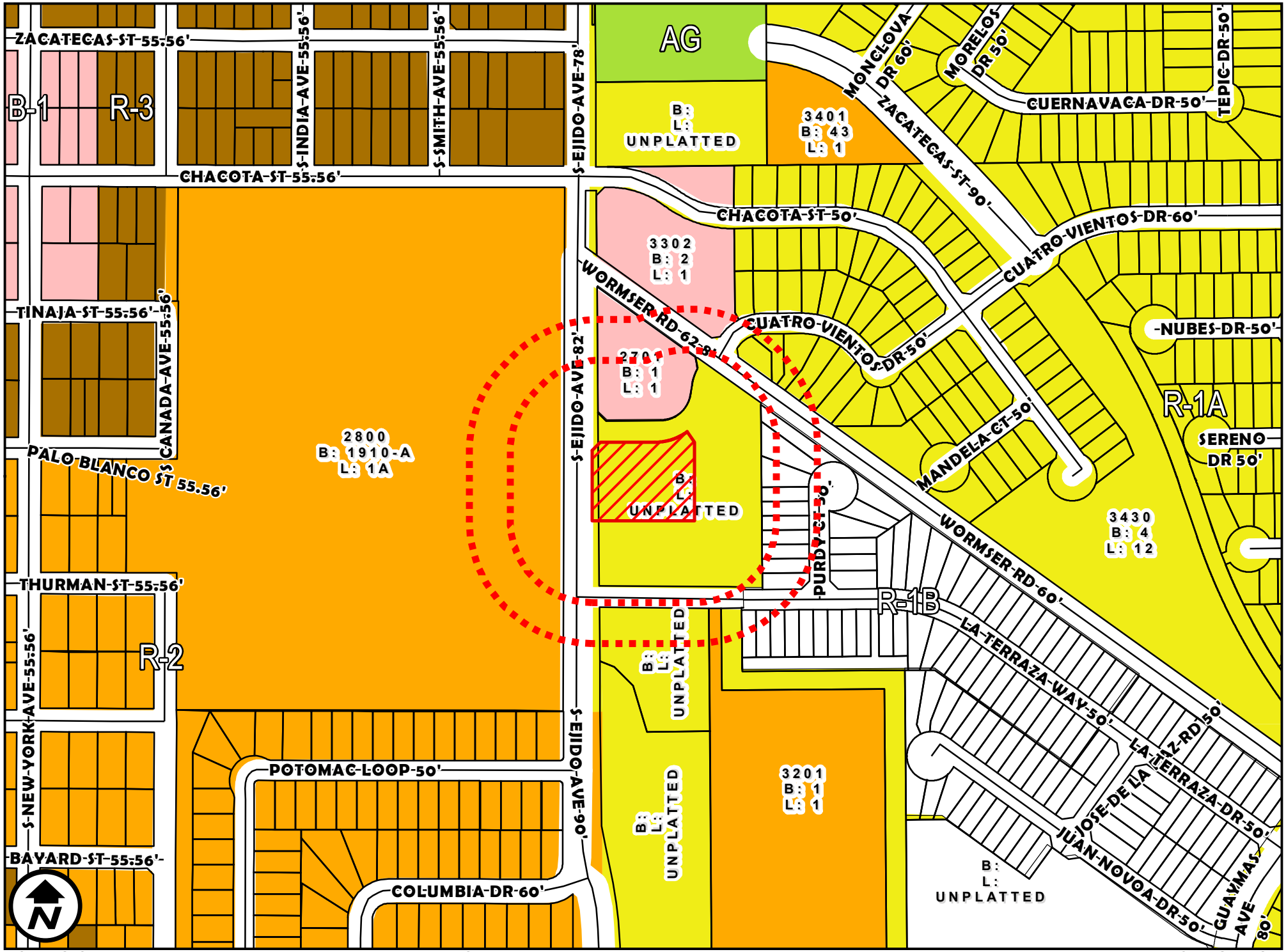


SURVEY MAP

1 inch = 150 feet

ZC-087-2023
COUNCIL DISTRICT 1
EAST OF SOUTH EJIDO AVENUE AND NORTH OF LA TERRAZA WAY

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



ZONING OVERVIEW

1 inch = 300 feet

ZC-087-2023

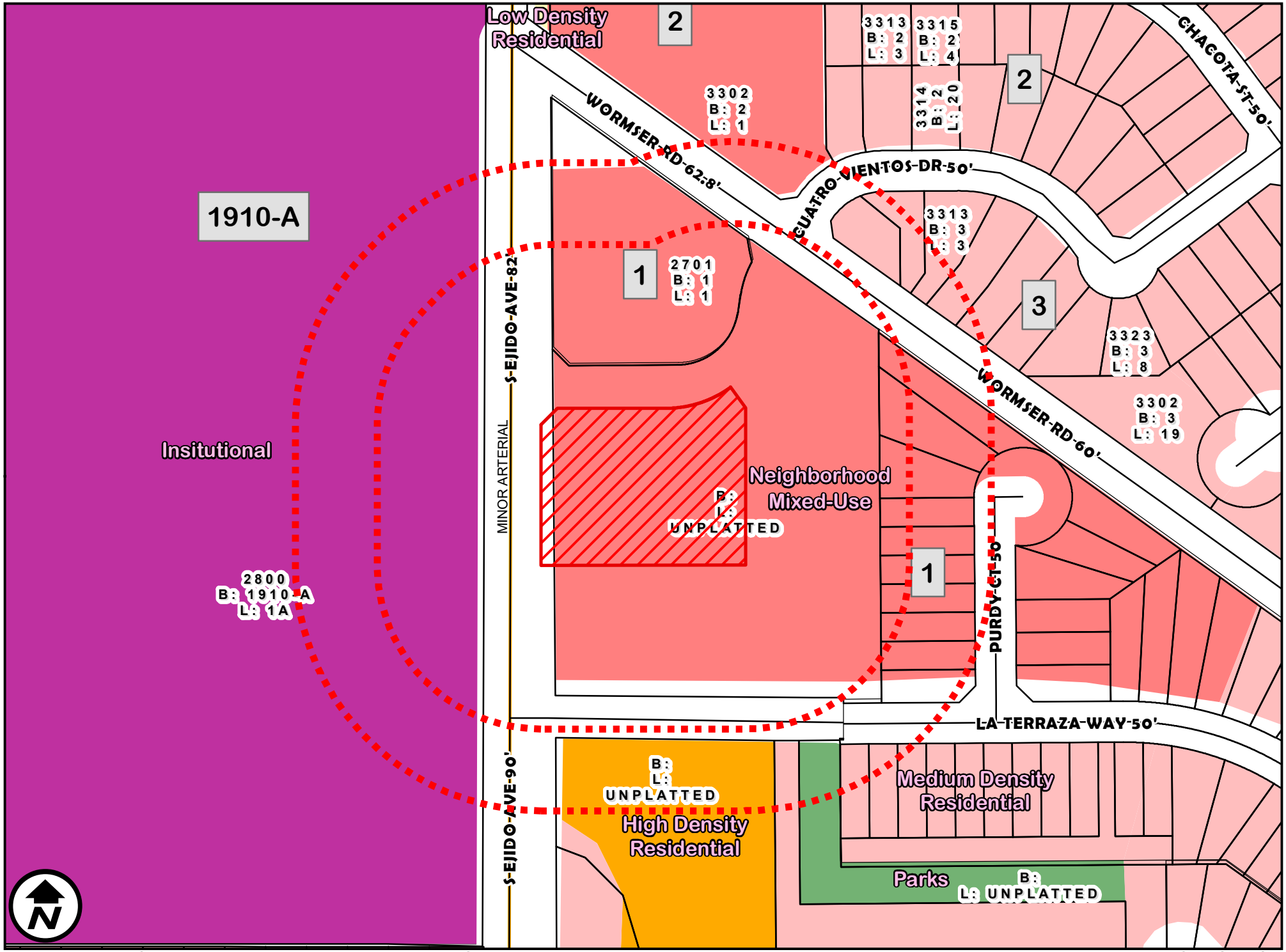
COUNCIL DISTRICT 1

EAST OF SOUTH EJIDO AVENUE AND NORTH OF LA TERRAZA WAY

APPLICATION FOR

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

B-1 (LIMITED BUSINESS DISTRICT)

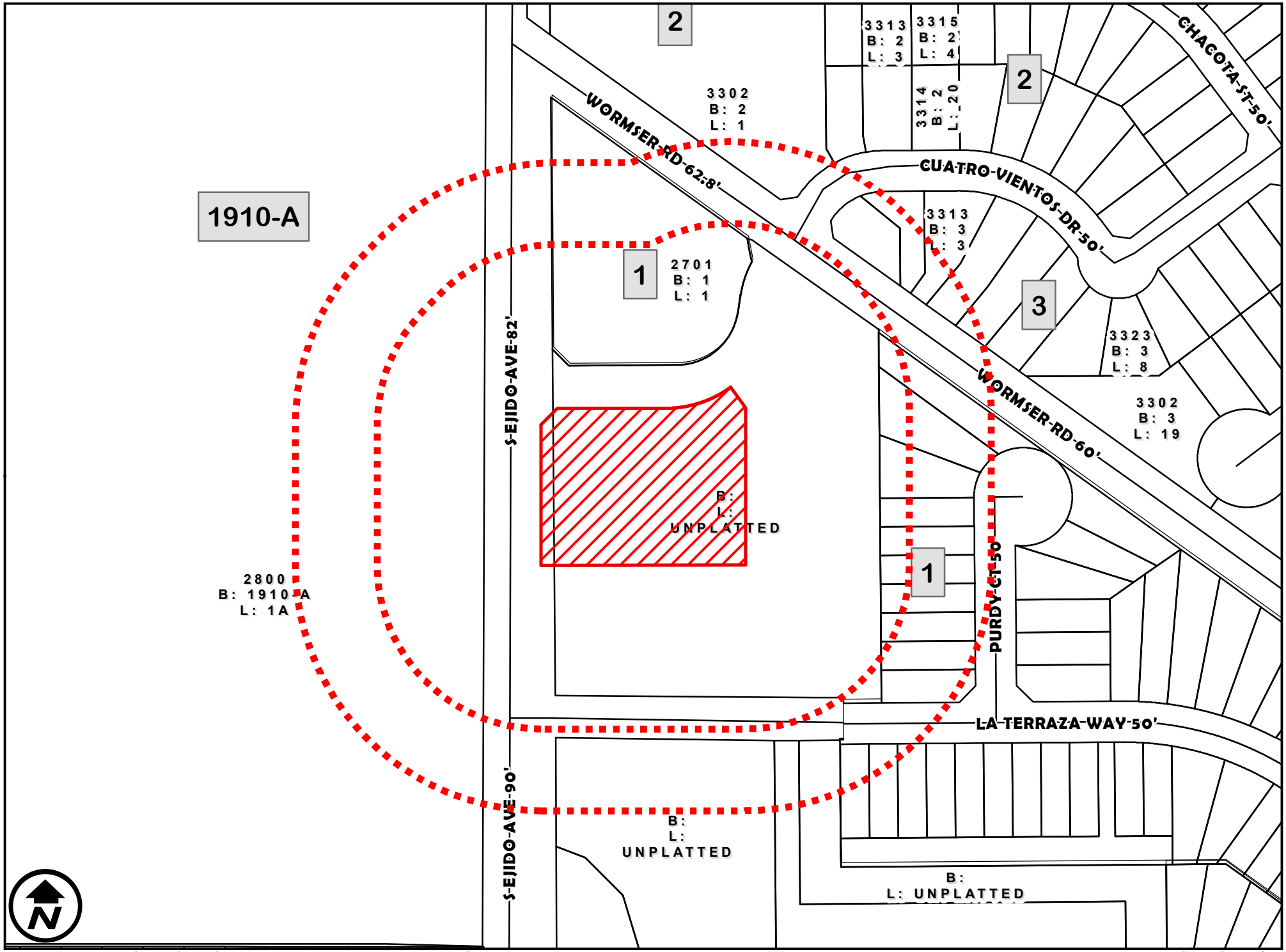


FUTURE LANDUSE

1 inch = 150 feet

ZC-087-2023
COUNCIL DISTRICT 1
EAST OF SOUTH EJIDO AVENUE AND NORTH OF LA TERRAZA WAY

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



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-087-2023

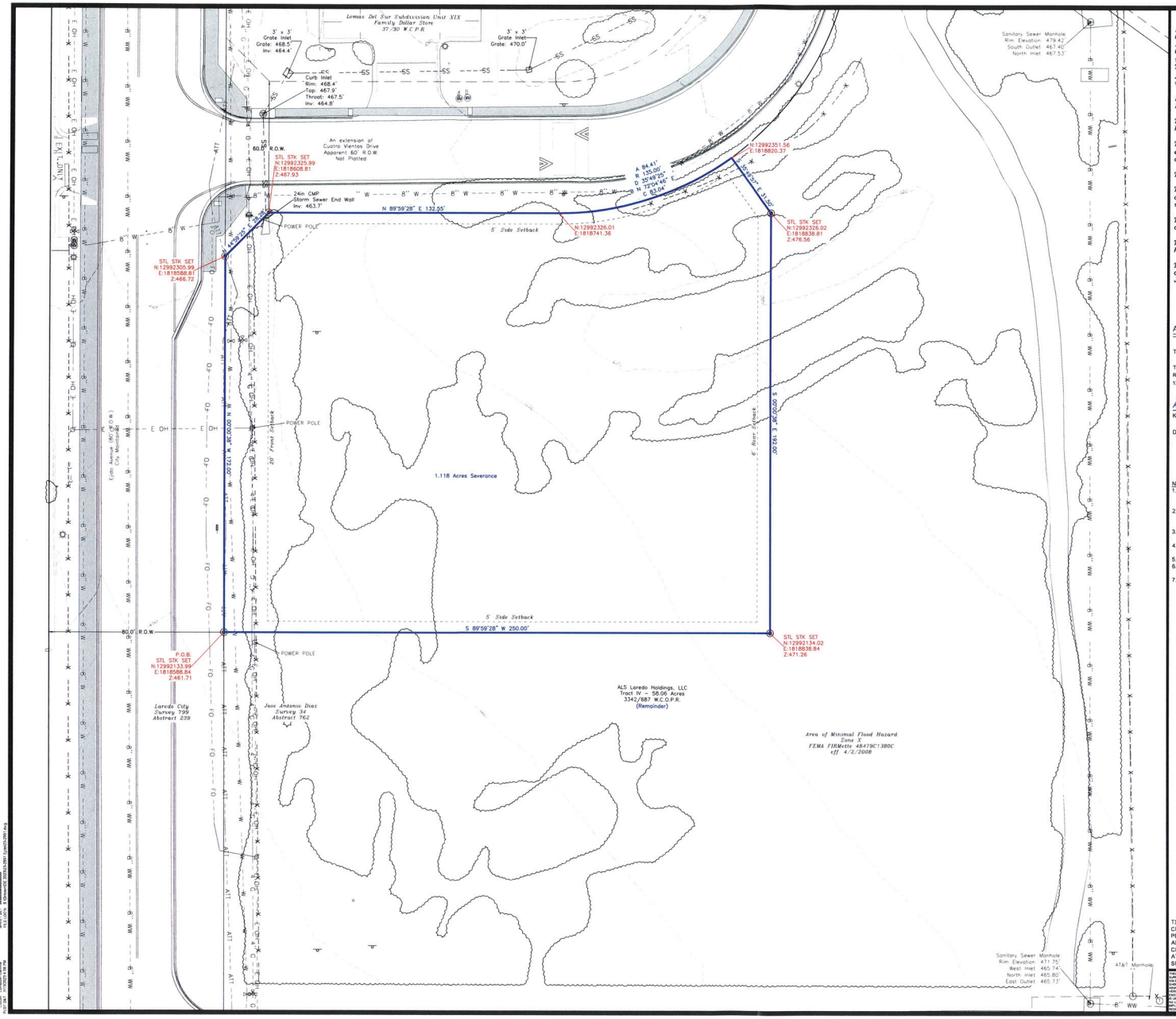
COUNCIL DISTRICT 1

EAST OF SOUTH EJIDO AVENUE AND NORTH OF LA TERRAZA WAY

APPLICATION FOR

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

B-1 (LIMITED BUSINESS DISTRICT)



DRAWING SHOWING

Being a 1.118 acres, located in the Jose Antonio Diaz, Survey 34, Abstract 762, Webb County, part of a 58.06 acres tract described in Tract IV of conveyance document to ALS Laredo Holdings, LLC recorded in Volume 3342, Pages 687-et seq., of the Webb County Official Public Records, Webb County, Texas and being further described by metes and bounds as follows: (The bearings and distances shown herein conform to the Texas Coordinate System, North American Datum 1983, Texas South Zone, corners called for as being set are marked on the ground with ½" steel stakes with plastic identification caps stamped "DIRKSEN/6260" attached unless otherwise noted or shown.)

BEGINNING at a steel stake set (S.P.C. N:12992133.99, E:1818588.84) in the east line of Ejido Avenue for the southwest corner of the herein described tract;

THENCE N 00°00'38" W, 172.00 feet to a steel stake set for a northwest corner of the herein described tract;

THENCE N 44°59'25" E, 28.28 feet to a steel stake set in the south line of an extension of Cuatro Vientos Drive (apparent right of way 60') for a northwest corner of the herein described tract;

THENCE N 89°59'28" E, 132.55 feet to a point at the start of a curve to the left;

THENCE Northeasterly with a tangent curve to the left having a radius of 135.00 feet, chord N72°04'46"E, 83.04 feet, for an arc length of 84.41 feet to a point for the northeast corner of the herein described tract;

THENCE S 35°49'57" E, 31.50 feet to a steel stake set for a east corner of the herein described tract;

THENCE S 00°00'38" E, 192.00 feet to a steel stake set for the southeast corner of the herein described tract;

THENCE S 89°59'28" W, 250.00 feet to the POINT OF BEGINNING containing 1.118 acres of land within the herein described boundary as surveyed by Dirksen Engineering on July 13, 2023.

ALTA / ACSM LAND TITLE SURVEY

TO: G2K Development Partners, LLC and Berry Engineers, LLC.AS FOLLOWS:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 5, 6(a), 8, 11(b), 13, 15, and 16 from Table A thereof. The field work was completed on June 6, 2023.

Kenneth R. Dirksen

Kenneth R. Dirksen R.P.L.S. 6260

Drawing updated for boundary on 7/13/2023.

STATE OF TEXAS · KENNETH R. DIRKSEN · 6260 · REGISTERED · LAND SURVEYOR

NOTES:

1. SEE CORRESPONDING FIELD NOTES FOR FURTHER DESCRIPTION,BEARINGS, DISTANCES, AND AREAS SHOWN HEREON CONFORM TO THE TEXAS COORDINATE SYSTEM NORTH AMERICAN DATUM 1983. TEXAS SOUTH ZONE. ELEVATIONS SHOWN CONFORM TO NAVD 88, GEOID 18.
2. THE TRACT SHOWN HEREON IS LOCATED WITHIN THE CITY OF LAREDO, TEXAS. ZONED R-1A - SINGLE FAMILY REDUCED AREA DISTRICT AND R-1B - SINGLE FAMILY HIGH DENSITY DISTRICT. 20' FRONT SETBACK, 5' SIDE SETBACK, 6' REAR SETBACK.
3. THE TRACT SHOWN HEREON IS LOCATED INSIDE AREA OF MINIMAL FLOOD HAZARD ZONE X AS SHOWN ON FEMA FIRM MAP 48479C1380C, EFFECTIVE ON APRIL 2, 2008
4. 1/2" DIAMETER STEEL STAKES WITH IDENTIFICATION CAPS STAMPED "DIRKSEN/6260" SET AT ALL CORNERS UNLESS OTHERWISE NOTED OR SHOWN.
5. NO DEBRIS PILE WERE OBSERVED ON THE DATE OF SURVEY.
6. THE SUBJECT PROPERTY HAS DIRECT ACCESS TO EJIDO AVENUE AND CUATRO VIENTOS DRIVE, BOTH PUBLIC RIGHT OF WAYS.
7. OVERHEAD ELECTRIC AROUND THE AREA OF THE SUBJECT TRACT IS THREE PHASES.

LEGEND

- FOUND MONUMENT
- SET MONUMENT
- BOUNDARY LINE
- DEED LINE
- ABSTRACT LINE
- SETBACK LINE
- 24" POLYVINYL CHLORIDE WATER LINE
- 8" CAST IRON WATER LINE
- STORM SEWER LINE
- 8" SANITARY SEWER LINE
- 4" HDPE GAS LINE
- SMT TELECOMMUNICATION LINE
- AT&T TELECOMMUNICATION LINE
- FENCE LINE
- OVERHEAD ELEC./POWER POLE
- LUMINAIRE
- TELECOMMUNICATION PEDESTAL
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- SIGN POST
- GUY WIRE
- TRAFFIC LIGHT
- CONCRETE

SCALE: 1"=20'

VICINITY MAP: LAREDO, TEXAS

SITE

SCALE: 1"=4000'

LOCAL CONTACTS:
TXDOT - MARLA MARTINEZ - (956)-764-1224
CITY OF LAREDO UTILITIES DEPARTMENT - PEGGY THOMAS - (956)-721-2000
AEP TEXAS - ROLANDO GUZMAN - (956)-721-3164
CENTERPOINT ENERGY - RAFAEL LOZANO - (956)-823-6352
AT&T - MIKE FARIAS - (956)-228-2225
SPECTRUM - ED RUIZ - (956)-898-3074

THIS GRAPHIC WORK REPRESENTS THE RESULTS OF A SURVEY PERFORMED BY DIRKSEN ENGINEERING, LLC(DE) FOR THE EXCLUSIVE USE OF THE PARTIES SHOWN HEREON AND FOR THE PURPOSE SHOWN HEREON. THE INFORMATION CONTAINED HEREIN DEPICTS EXISTING CONDITIONS FOUND EXISTING AS OF THE DATE OF THE ACTUAL SURVEY AND IS NOT VALID FOR ANY OTHER PURPOSE OR DATE. NO USE OTHER THAN THE ONE(S) EXPRESSED OR APPLIED TO COPYRIGHT AND WORK - ALL RIGHTS RESERVED COPYRIGHT 2021 DIRKSEN ENGINEERING

SURVEYOR'S NAME & ADDRESS:
DIRKSEN ENGINEERING
5410 SAN DIEGO AVENUE, LAREDO, TEXAS 78041
TBPE FIRM #F-8944 TBPLS FIRM #10131401
PH. (956) 729-1733 FAX (956) 729-1732
EMAIL: KENNETH@DIRKSENENG.NET

PREPARED FOR:
Berry Engineers, LLC
63 Broad St NW
Cleveland, TN 37311

PURPOSE OF SURVEY:
ALTA

PROJECT#: 23-2991

DESD	KRD
DRAWN	AG
APPD	KRD
DATE	7/13/23

DRAWING NO.: 23-2991

DIRKSEN ENGINEERING

441 Fort Clark Road, Suite B, Uvalde, Texas 78801
TBPE FIRM # F-8848 TBPLS FIRM # 10193741
Office Tel. (830) 278-2100 Fax (830) 278-2102

FIELD NOTES FOR 1.118 ACRES SEVERANCE SURVEY COMPLETED ON JULY 13, 2023

Being a 1.118 acres, located in the Jose Antonio Diaz, Survey 34, Abstract 762, Webb County, part of a 58.06 acres tract described in Tract IV of conveyance document to ALS Laredo Holdings, LLC recorded in Volume 3342, Pages 687-et seq., of the Webb County Official Public Records, Webb County, Texas and being further described by metes and bounds as follows: (The bearings and distances shown herein conform to the Texas Coordinate System, North American Datum 1983, Texas South Zone, corners called for as being set are marked on the ground with ½" steel stakes with plastic identification caps stamped "DIRKSEN/6260" attached unless otherwise noted or shown.)

BEGINNING at a steel stake set (S.P.C. N:12992133.99, E:1818588.84) in the east line of Ejido Avenue for the southwest corner of the herein described tract;

THENCE N 00°00'38" W, 172.00 feet to a steel stake set for a northwest corner of the herein described tract;

THENCE N 44°59'25" E, 28.28 feet to a steel stake set in the south line of an extension of Cuatro Vientos Drive (apparent right of way 60') for a northwest corner of the herein described tract;

THENCE N 89°59'28" E, 132.55 feet to a point at the start of a curve to the left;

THENCE Northeasterly with a tangent curve to the left having a radius of 135.00 feet, chord N72°04'46"E, 83.04 feet, for an arc length of 84.41 feet to a point for a northeast corner of the herein described tract;

THENCE S 35°49'57" E, 31.50 feet to a steel stake set for a northeast corner of the herein described tract;

THENCE S 00°00'38" E, 192.00 feet to a steel stake set for the southeast corner of the herein described tract;

THENCE S 89°59'28" W, 250.00 feet to the **POINT OF BEGINNING** containing 1.118 acres of land within the herein described boundary as surveyed by Dirksen Engineering on July 13, 2023.

THE STATE OF TEXAS:
COUNTY OF UVALDE:

It is hereby certified that the foregoing field note description and attached drawing were prepared from an actual on the ground survey made by personnel working under my direct supervision and that same are true and correct according to same said survey.

Kenneth R. Dirksen

Kenneth R. Dirksen, P.E., R.P.L.S. Registered Professional Land Surveyor No. 6260,

Project: **23-2991**



NAI Swisher & Martin Realty

ZC-087-2023

PROPOSED

ZONE CHANGE

FROM R-1A TO B-1

FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

swisherandmartinrealty.com

AVAILABLE

956.725.3800

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 1.118 ACRES, LOCATED IN THE JOSE ANTONIO DIAZ, SURVEY 34, ABSTRACT 762, WEBB COUNTY, PART OF A 58.06 ACRES TRACT DESCRIBED IN TRACT IV OF CONVEYANCE DOCUMENT TO ALS LAREDO HOLDINGS, LIMITED LIABILITY COMPANY RECORDED IN VOLUME 3342, PAGES 687-ET SEQ., OF THE WEBB COUNTY OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS, LOCATED EAST OF SOUTH EJIDO AVENUE AND NORTH OF LA TERRAZA WAY, 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 of approximately 1.118 acres, located in the Jose Antonio Diaz, Survey 34, Abstract 762, Webb County, part of a 58.06 acres tract described in Tract IV of conveyance document to ALS Laredo Holdings, Limited Liability Company recorded in Volume 3342, Pages 687-et seq., of the Webb County Official Public Records, Webb County, Texas, located east of South Ejido Avenue and north of La Terraza Way, 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 August 17, 2023; 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 September 18, 2023 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning approximately 1.118 acres, located in the Jose Antonio Diaz, Survey 34, Abstract 762, Webb County, part of a 58.06 acres tract described in Tract IV of conveyance document to ALS Laredo Holdings, Limited Liability Company recorded in Volume 3342, Pages 687-et seq., of the Webb County Official Public Records, Webb County, Texas, located east of South Ejido Avenue and north of La Terraza Way, 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 _____, 2023.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 6.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Minerva Flores (Mayra Flores - Manager), Owner; Edith Ortiz, Applicant; Mayra Flores, Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on Lots 3 and 4, Block 61, Calton Gardens Subdivision, located at 5216 Springfield Avenue, Suite 3 and 4 (1,893 square feet).

The Planning and Zoning Commission recommended **approval** of the proposed special use permit and staff **does not support** the application.

ZC-088-2023
District IV

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: IV - Cm. Alberto Torres

Proposed use: Restaurant Serving Alcohol (Ramen Kai Noodle House)

Site: The site is currently occupied by commercial structure that include Prestige Beauty, Minori Japanese Store, and Suncity Solar Screens.

Surrounding land uses: To the north of the site is residential uses. To the east of the site is Springfield Avenue and Jewell Pet Salon. To the south of the site is We'll Wash Laundromat and Calton Road. To the west of the site is Porras Nance Engineering and Marcella Avenue.

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: 54 In Favor: 0 Opposed: 1

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

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

Staff **does not support** the proposed special use permit:

1. The proposed use does not meet the required parking requirement as per the Laredo Land Development Code Section 27.78.3.
    - Proposed restaurant requires = 10 parking spaces
    - Remaining commercial plaza requires (total with the proposed restaurant) = 22 parking spaces
    - Actual amount identified on site plan = 14 parking spaces
2. The hours of a majority of the existing uses overlap with the proposed use, thus resulting in joint use parking ineligibility.

If approved, Staff suggests the following conditions:

1. The Special Use permit is issued to Edna Edith Ortiz, and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to Suite 3 and 4 and limited to 1,893 square feet as per site plan “Exhibit A”, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Tuesday, 5:00 p.m. to 8:30 p.m., Wednesday and Thursday, 12:00 p.m. to 8:30 p.m., Friday, 12:00 p.m. to 9:00 p.m., and Saturday, 1:00 p.m. to 9:00 p.m.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
6. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in

height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.

7. The establishment must make provision to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
9. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code. The location of off-street parking spaces for commercial, industrial, or institutional uses shall be located not more than 1000 feet from the principal use.
10. Outdoor music and speakers are prohibited. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
11. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full-service menu.
12. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant load issued to SUP business holder.
13. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exist or exit discharges.
14. The restaurant shall go undergo an annual Fire Inspection.
15. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
16. The restaurant shall maintain and comply with the BLUE Handgun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
17. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.
18. Owner shall comply with; Building, Health, Life, and Safety and all applicable codes and regulations as required.

Staff **does not support** the application.

Is this change contrary to the established land use pattern?
No, the zone will not change.

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

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

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

Fiscal Impact

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

Attachments

Maps
Narrative
Hours of Operation
Site Plan
Zone Change Signage
Ordinance - DRAFT

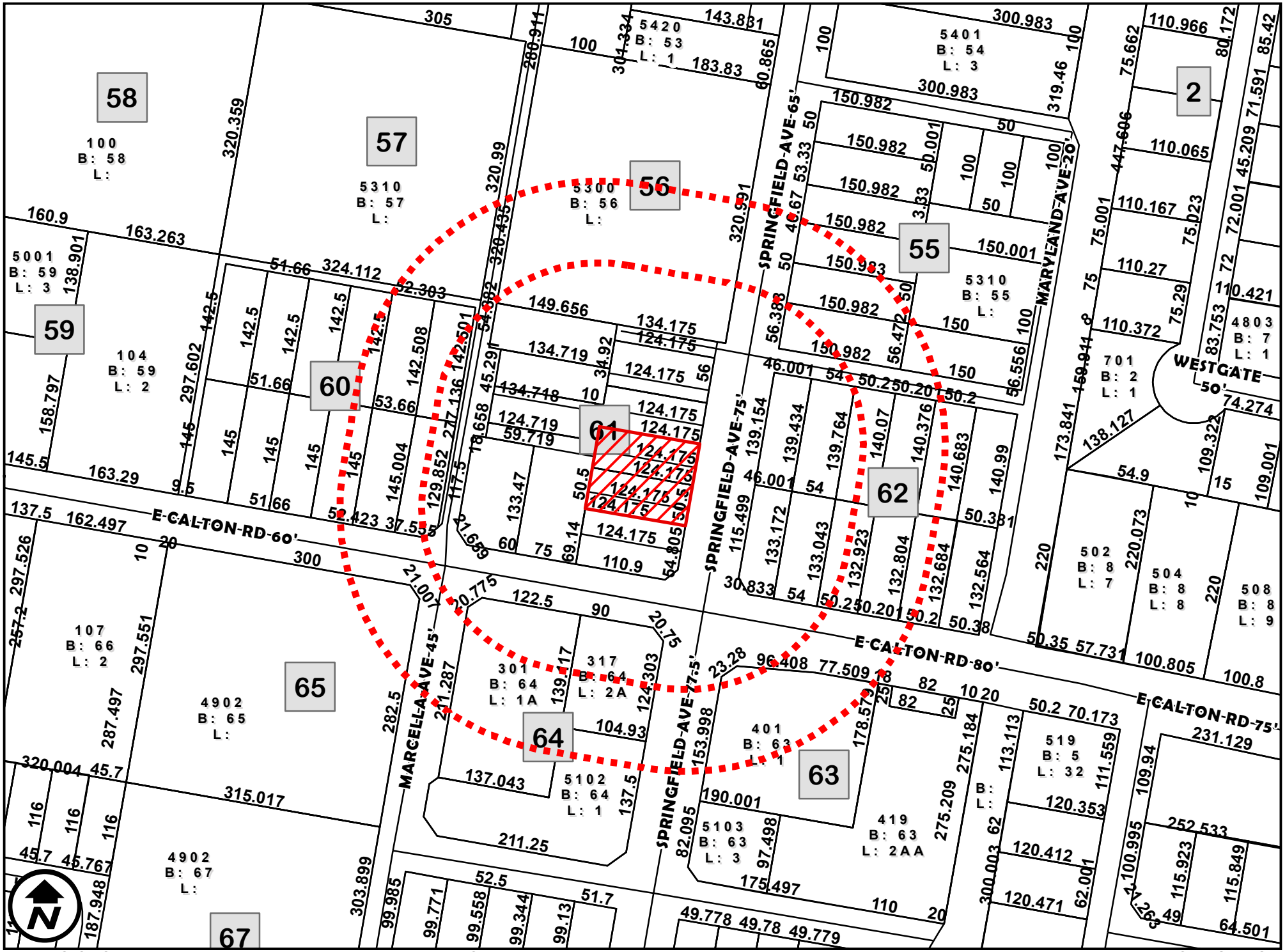


AERIAL MAP

1 inch = 150 feet

ZC-088-2023
COUNCIL DISTRICT 4
5216 SPRINGFIELD AVENUE, SUITE 3 AND 4

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P FOR RESTAURANT SERVING ALCOHOL



DIMENSIONS MAP

1 inch = 150 feet

ZC-088-2023

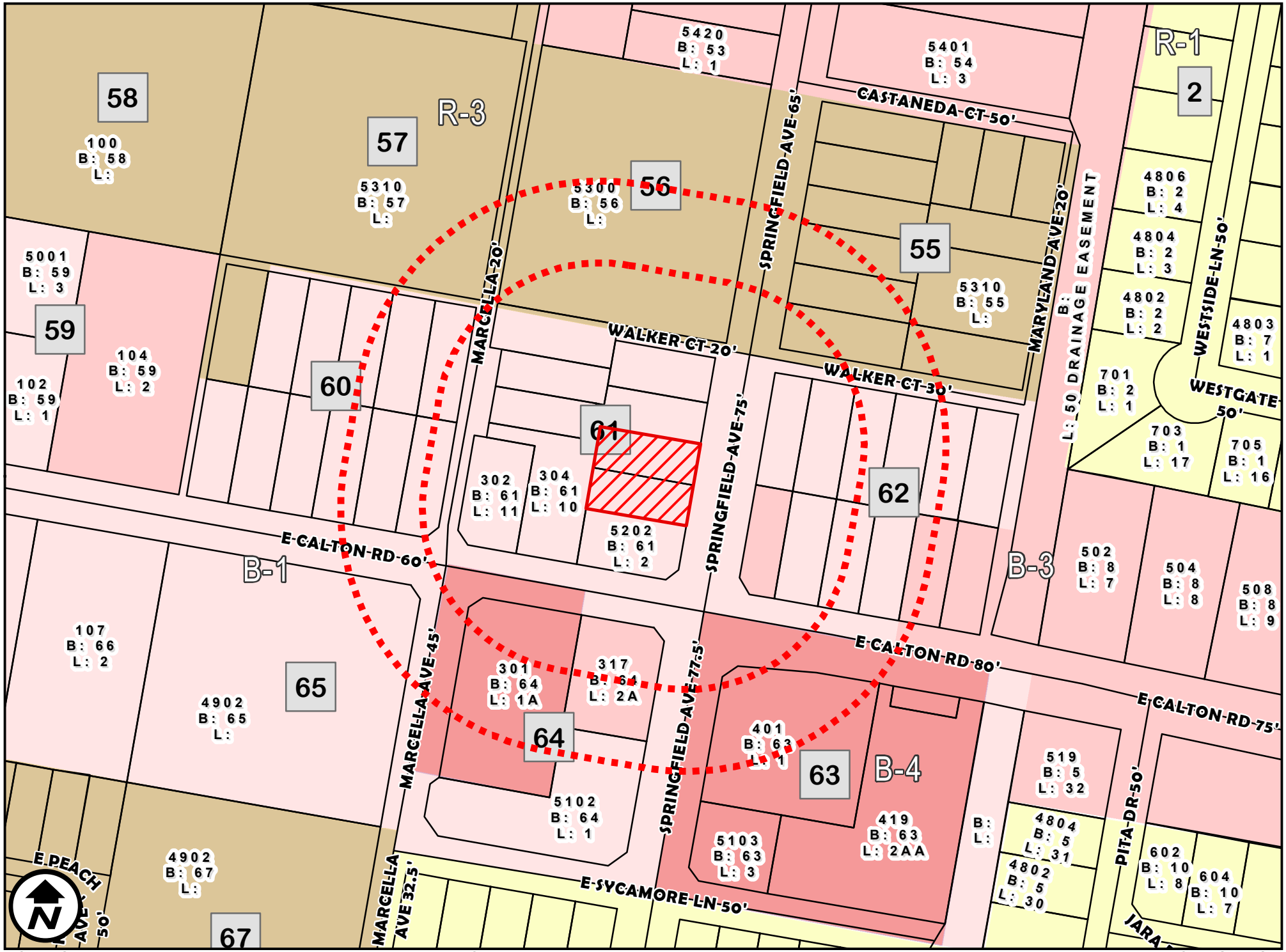
COUNCIL DISTRICT 4

5216 SPRINGFIELD AVENUE, SUITE 3 AND 4

APPLICATION FOR

B-1 (LIMITED BUSINESS DISTRICT) TO

S.U.P FOR RESTAURANT SERVING ALCOHOL

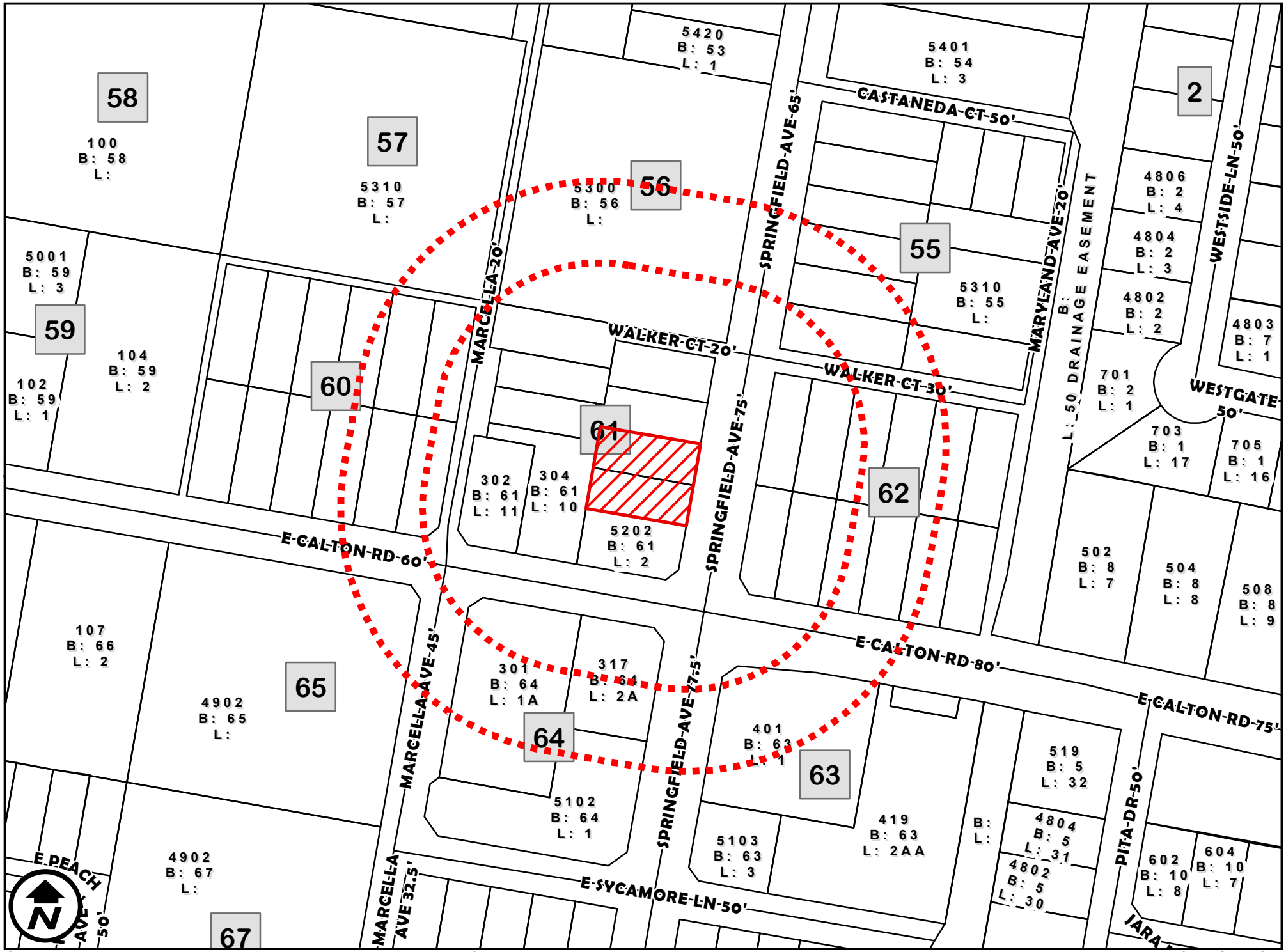


ZONING MAP

1 inch = 150 feet

ZC-088-2023
COUNCIL DISTRICT 4
5216 SPRINGFIELD AVENUE, SUITE 3 AND 4

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P FOR RESTAURANT SERVING ALCOHOL

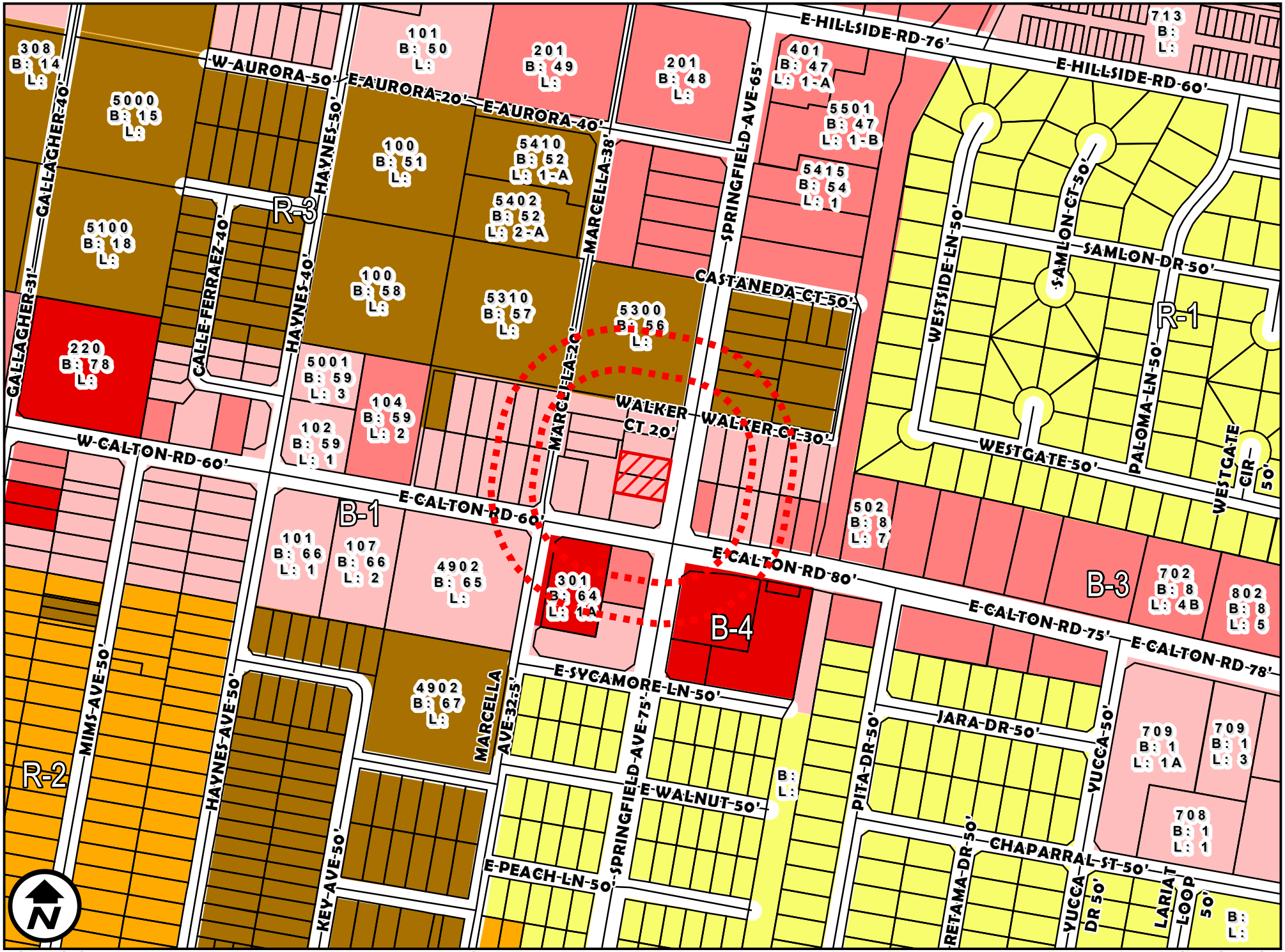


SURVEY MAP

1 inch = 150 feet

ZC-088-2023
COUNCIL DISTRICT 4
5216 SPRINGFIELD AVENUE, SUITE 3 AND 4

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P FOR RESTAURANT SERVING ALCOHOL

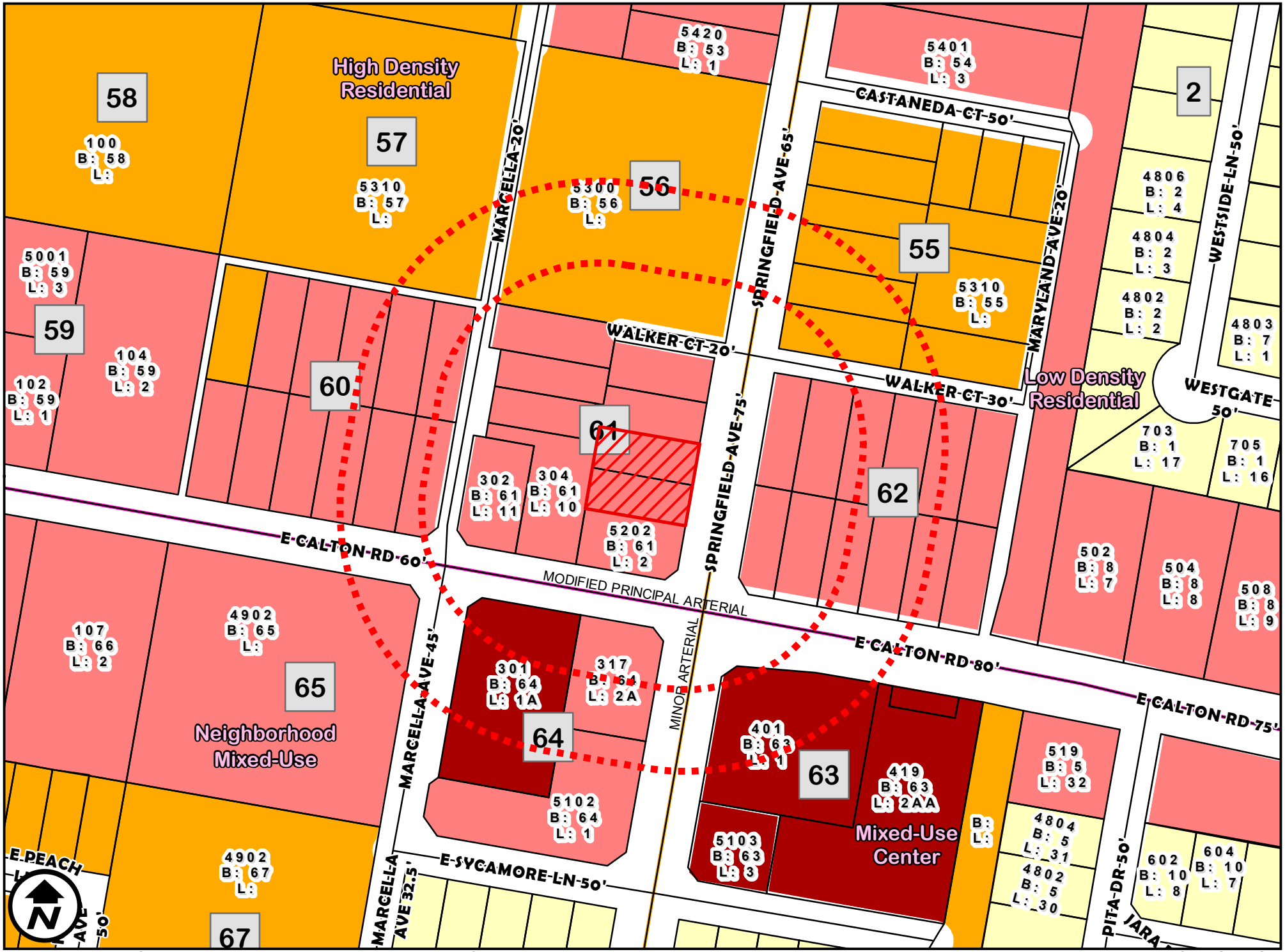


ZONING OVERVIEW

1 inch = 300 feet

ZC-088-2023
COUNCIL DISTRICT 4
5216 SPRINGFIELD AVENUE, SUITE 3 AND 4

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P FOR RESTAURANT SERVING ALCOHOL

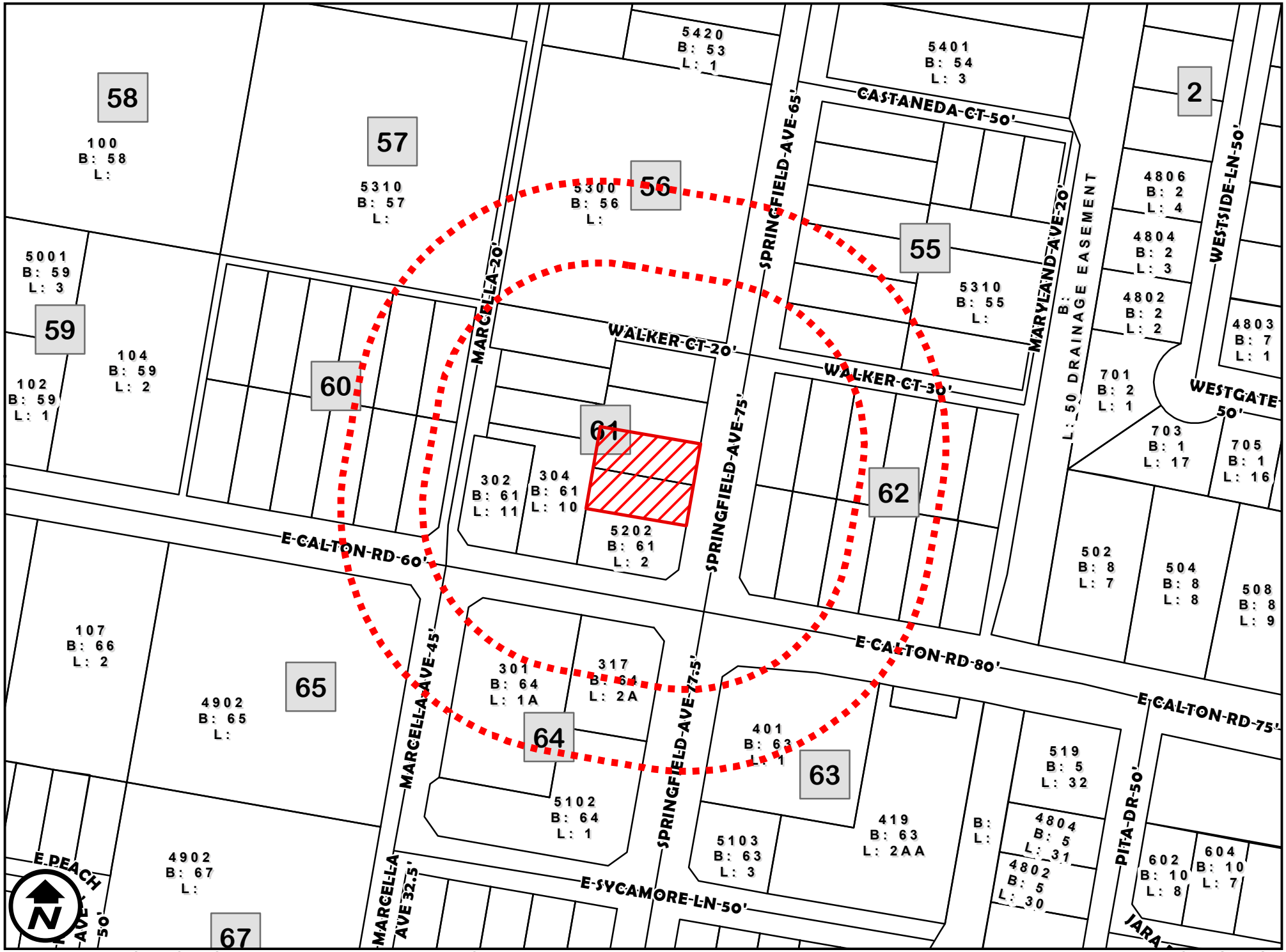


FUTURE LANDUSE

1 inch = 150 feet

ZC-088-2023
COUNCIL DISTRICT 4
5216 SPRINGFIELD AVENUE, SUITE 3 AND 4

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P FOR RESTAURANT SERVING ALCOHOL



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-088-2023

COUNCIL DISTRICT 4

5216 SPRINGFIELD AVENUE, SUITE 3 AND 4

APPLICATION FOR

B-1 (LIMITED BUSINESS DISTRICT) TO

S.U.P FOR RESTAURANT SERVING ALCOHOL

Narrative Description of Business
For Special Use Permit

Ramen Kai Noodle House is a family owned company that is bringing culinary diversity to the City of Laredo. Our Japanese cuisine offers many traditional dishes as well as some fusion ones.

Our hours of operation are Tuesdays from 5:00pm to 8:30pm, Wednesday and Thursday from 12:00pm to 8:30pm, Friday from 12:00pm to 9:00pm and Saturday from 1:00pm to 9:00pm. We have a total of 7 employees including the store manager. Our parking lot consists of 6 spaces for customers and we have a separate area for our employees to park.

The purpose of this application is to continue to diversify the culinary experiences here in Laredo. We would like to add some Japanese traditional sake as well as some brands of Japanese beer to be enjoyed with our food and appetizers as its traditionally served in Japanese establishments. We estimate that beer/sake sales should not surpass 10% of general store sales as it will be offered only to accompany our food rather than bar style. We are a family friendly restaurant and we mean to keep it that way but we'd love to also offer choices to our adult customers that'd like to enjoy their ramen with a Japanese-style drink/beer. We thank you for your consideration of this application.

Sincerely,

Ramen Kai Noodle House Management.

Commercial Office Space Information – 5216 Springfield Ave.

1. **Suite 1 – Minori Japanese Store, Restaurant serving Japanese cuisine**
   Approx. 500-square feet

   Hours of Operation:
   Sunday & Monday: Closed
   Tuesday: 5 p.m. – 8:30 p.m.
   Wednesday & Thursday: 12 noon – 8:30 p.m.
   Friday: 12 noon – 9:00 p.m.
   Saturday: 1 p.m. – 9 p.m.

2. **Suite 2 – Prestige Beauty Salon , Beauty Salon**
   Approx. 500-square feet

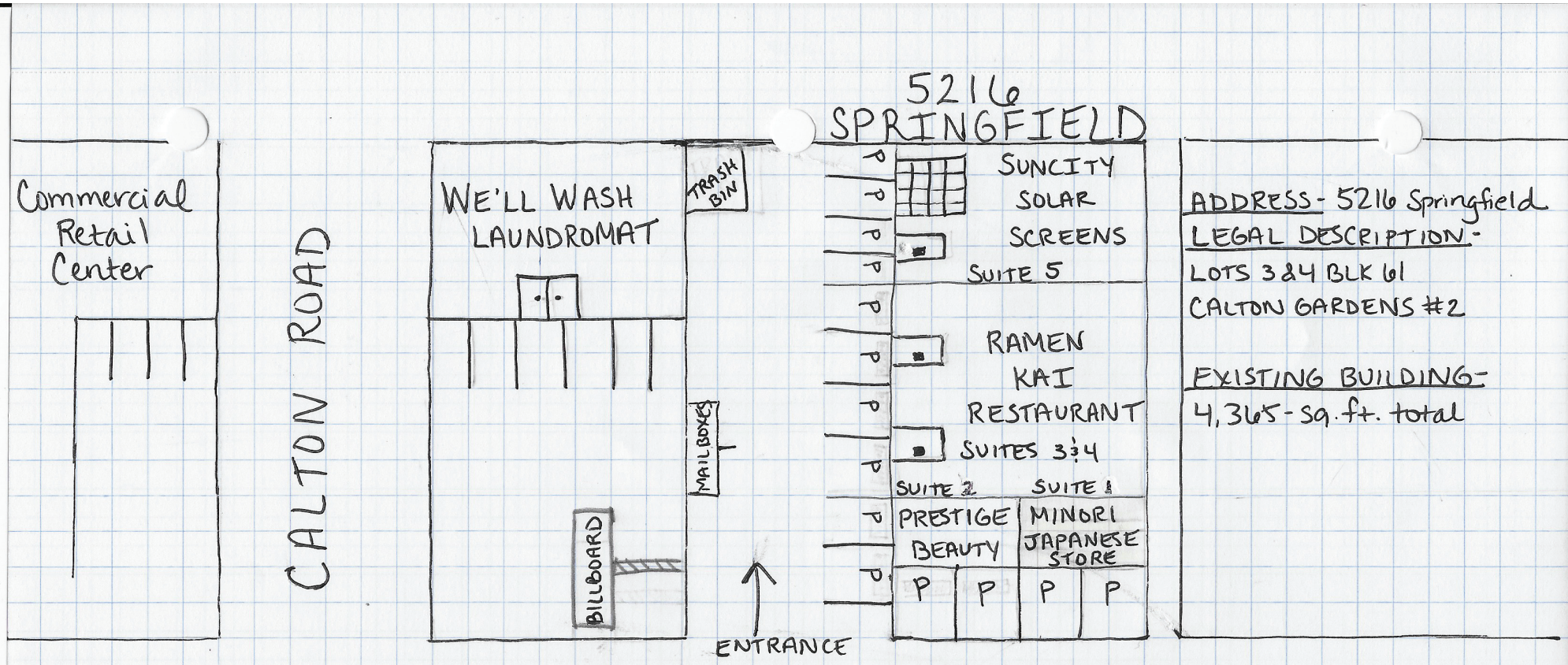
   Hours of Operation:
   Sunday & Monday: Closed
   Tuesday – Thursday: 12 noon – 8 p.m.
   Friday – Saturday: 11 a.m. – 8 p.m.

3. **Suite 3 & Suite 4 (combined) – Ramen Kai, Restaurant serving Japanese cuisine**
   Approx. 1,893-sq. ft.

   Hours of Operation:
   Sunday & Monday: Closed
   Tuesday – Thursday: 12 noon – 8:15 p.m.
   Friday: 12 noon – 9 p.m.
   Saturday: 1 p.m. – 9 p.m.

4. **Suite 5 – SunCity Solar Screens, Window Treatment Retail**
   Approx. 1,472-sq. feet

   Hours of Operation:
   Sunday: Closed
   Monday – Saturday: 10 a.m. – 7 p.m.


5216 SPRINGFIELD
Commercial Retail Center
CALTON ROAD
WE'LL WASH LAUNDROMAT
TRASH BIN
MAIL BOXES
BILLBOARD
ENTRANCE
SUNCITY SOLAR SCREENS
SUITE 5
RAMEN KAI RESTAURANT
SUITES 3 & 4
SUITE 2
SUITE 1
PRESTIGE BEAUTY
MINORI JAPANESE STORE
P
ADDRESS- 5216 Springfield
LEGAL DESCRIPTION-
LOTS 3 & 4 BLK 61
CALTON GARDENS #2
EXISTING BUILDING-
4,365 - sq. ft. total
SPRINGFIELD AVENUE
VALERO
Jewel Pet Salon
TEXAS OUTLAW GRILL
CHARLIE'S ANGELS BEAUTY SALON
W
S
N
E

ZC-088-2023

PROPOSED

~~CONDITIONAL~~ / SPECIAL USE PERMIT Restaurant Serving Alcohol

FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

RAMEN-KAT

JAPANESE CUISINE

SMALL BITES

NAILS

Prestige
Beauty Studio
956 727 9194

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL ON LOTS 3 AND 4, BLOCK 61, CALTON GARDENS SUBDIVISION, LOCATED AT 5216 SPRINGFIELD AVENUE, SUITE 3 AND 4 (1,893 SQUARE FEET); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a restaurant serving alcohol on Lots 3 and 4, Block 61, Calton Gardens Subdivision, located at 5216 Springfield Avenue, Suite 3 and 4 (1,893 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 June 15, 2023; and,

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

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

WHEREAS, the City Council has held a public hearing on July 31, 2023, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on Lots 3 and 4, Block 61, Calton Gardens Subdivision, located at 5216 Springfield Avenue, Suite 3 and 4 (1,893 square feet).

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

1. The Special Use permit is issued to Edna Edith Ortiz, and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to Suite 3 and 4 and limited to 1,893 square feet as per site plan "Exhibit A", which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Tuesday, 5:00 p.m. to 8:30 p.m., Wednesday and Thursday, 12:00 p.m. to 8:30 p.m., Friday, 12:00 p.m. to 9:00 p.m., and Saturday, 1:00 p.m. to 9:00 p.m.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
6. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
7. The establishment must make provision to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
9. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code. The location of off-street parking spaces for commercial, industrial, or institutional uses shall be located not more than 1000 feet from the principal use.
10. Outdoor music and speakers are prohibited. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
11. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full-service menu.
12. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant load issued to SUP business holder.
13. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exist or exit discharges.
14. The restaurant shall go undergo an annual Fire Inspection.
15. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
16. The restaurant shall maintain and comply with the BLUE Handgun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).

17. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.
18. Owner shall comply with; Building, Health, Life, and Safety and all applicable codes and regulations as required.

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

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

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12.12, entitled "Enforcement and Revocation of Special Use Permit Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit Revocation

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

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

continue, or deny the revocation and amend the special use permit to attach conditions to assure that the terms, conditions and requirements of the special use permit be met.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2023.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 7.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager
Initiated By: Orlando D. Navarro, Planning Director

Staff Source: Charco Land Sales, LLC, Owner; Radcliffe Killam II, Applicant; Dr. Rolando Ortiz, Representative

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SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 1.9891 acres, situated in Porcion 24, Toribio Rodriguez, Original Grantee, Abstract 268, and being out of a 200.68 acre tract of land, conveyed to Charco Land Sales, Limited Liability Company, as recorded in Volume 5400, Pages 824-829, Official Public Records of Webb County, Texas, located east of Bob Bullock Loop and north of Inspiration Parkway, from R-1 (Single Family Residential District) to B-3 (Community Business District).

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

ZC-089-2023
District VI

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VI - Cm. Dr. Tyler King

Proposed use: Commercial. The applicant did not identify the specific proposed commercial use.

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is vacant undeveloped land. To the east of the site is Victory Drive and vacant undeveloped land. To the south of the site is Inspiration Parkway, Victory Drive, and vacant undeveloped land. To the west of the site is vacant undeveloped land and Bob Bullock Loop.

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

Density Residential and Parks.
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 Inspiration Parkway.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 4 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission is 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 property meets the minimum lot width requirement of 46 feet for B-3 zoning districts as per the Laredo Land Development Code, Section 24.77.1, Dimensional Standards.
2. The proposed site abuts a large area of B-3 (Community Business District) zoning district north and east of the site.
3. The proposed zone change is not anticipated to have a negative impact in the surrounding area or neighborhood.

Staff **supports** the application.

B-3. The purpose of the B-3 District (Community Business District) is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

Is this change contrary to the established land use pattern?
No. The site is surrounded by vacant undeveloped land.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The proposed site abuts a large area of B-3 (Community Business District) zoning district north and east of the site.

Will change adversely influence living conditions in the neighborhood?
No. It 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 R-1 does not allow for commercial type uses intended by the applicant. The applicant did not specify the type of commercial use.

Fiscal Impact

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

Attachments

Maps
Survey
Zone Change Signage
Ordinance - DRAFT

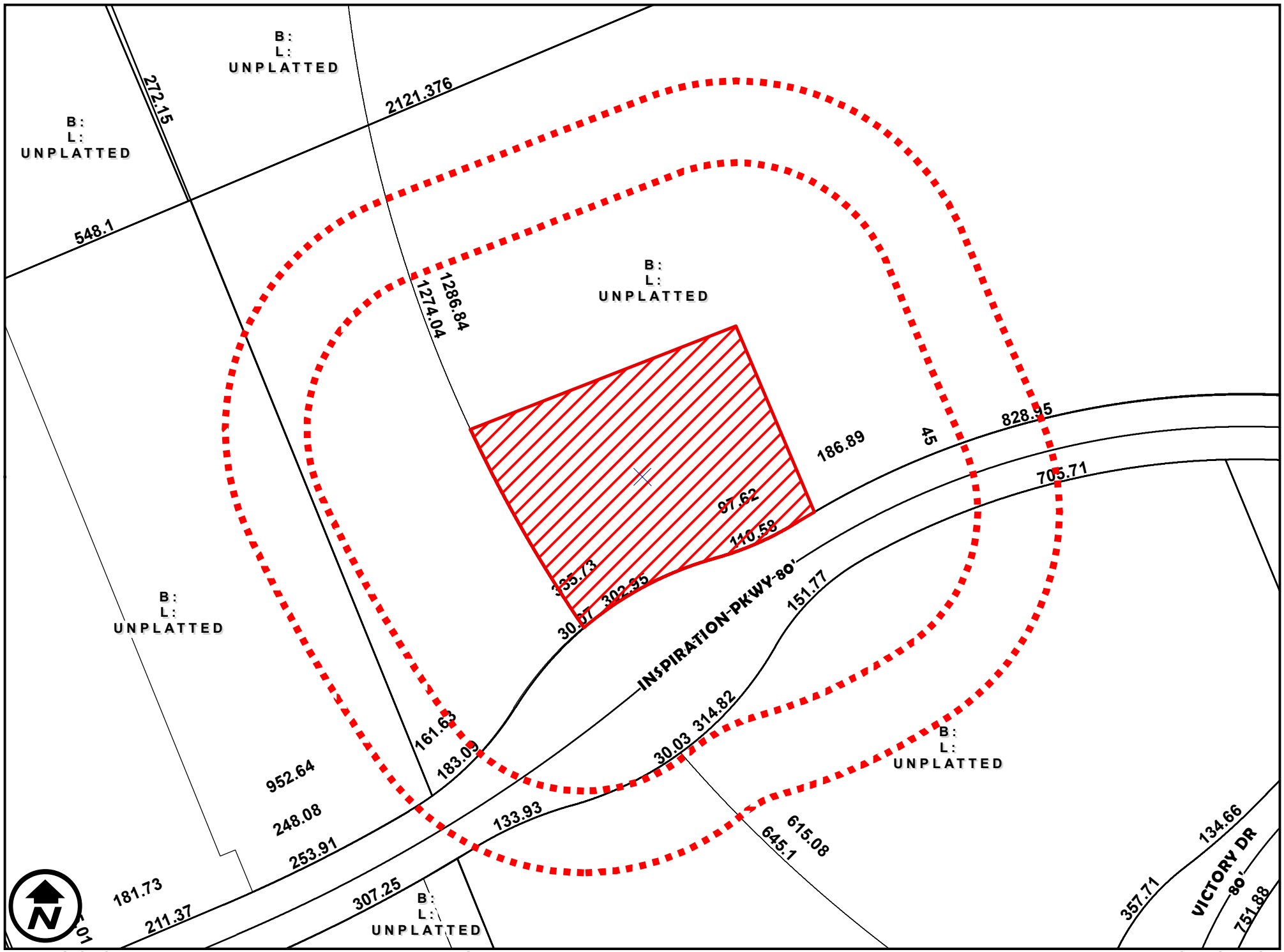


AERIAL MAP

1 inch = 150 feet

ZC-089-2023
COUNCIL DISTRICT 6
EAST OF BOB BULLOCK LOOP AND NORTH OF INSPIRATION PARKWAY

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)



DIMENSIONS MAP

1 inch = 150 feet

ZC-089-2023

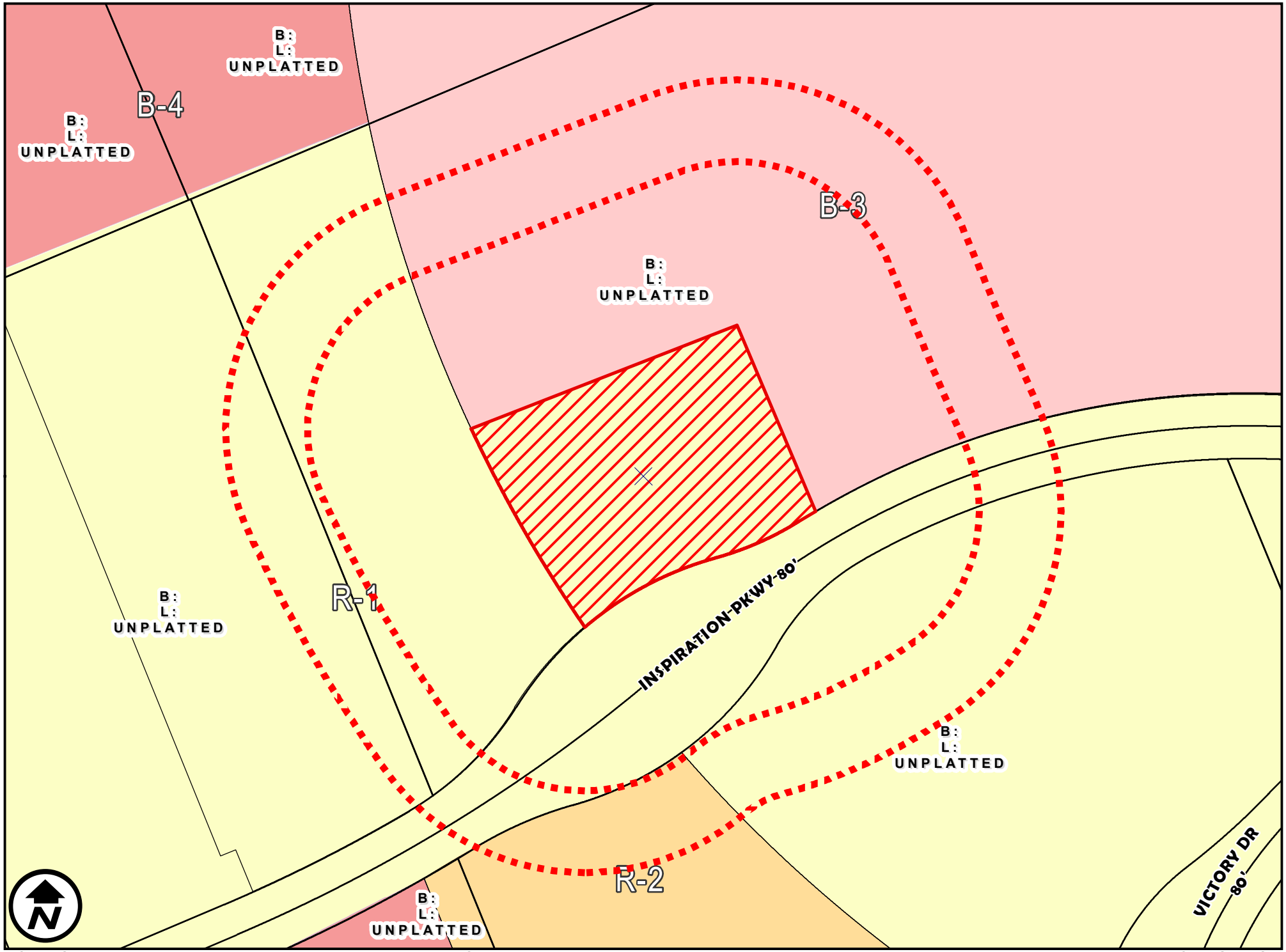
COUNCIL DISTRICT 6

EAST OF BOB BULLOCK LOOP AND NORTH OF INSPIRATION PARKWAY

APPLICATION FOR

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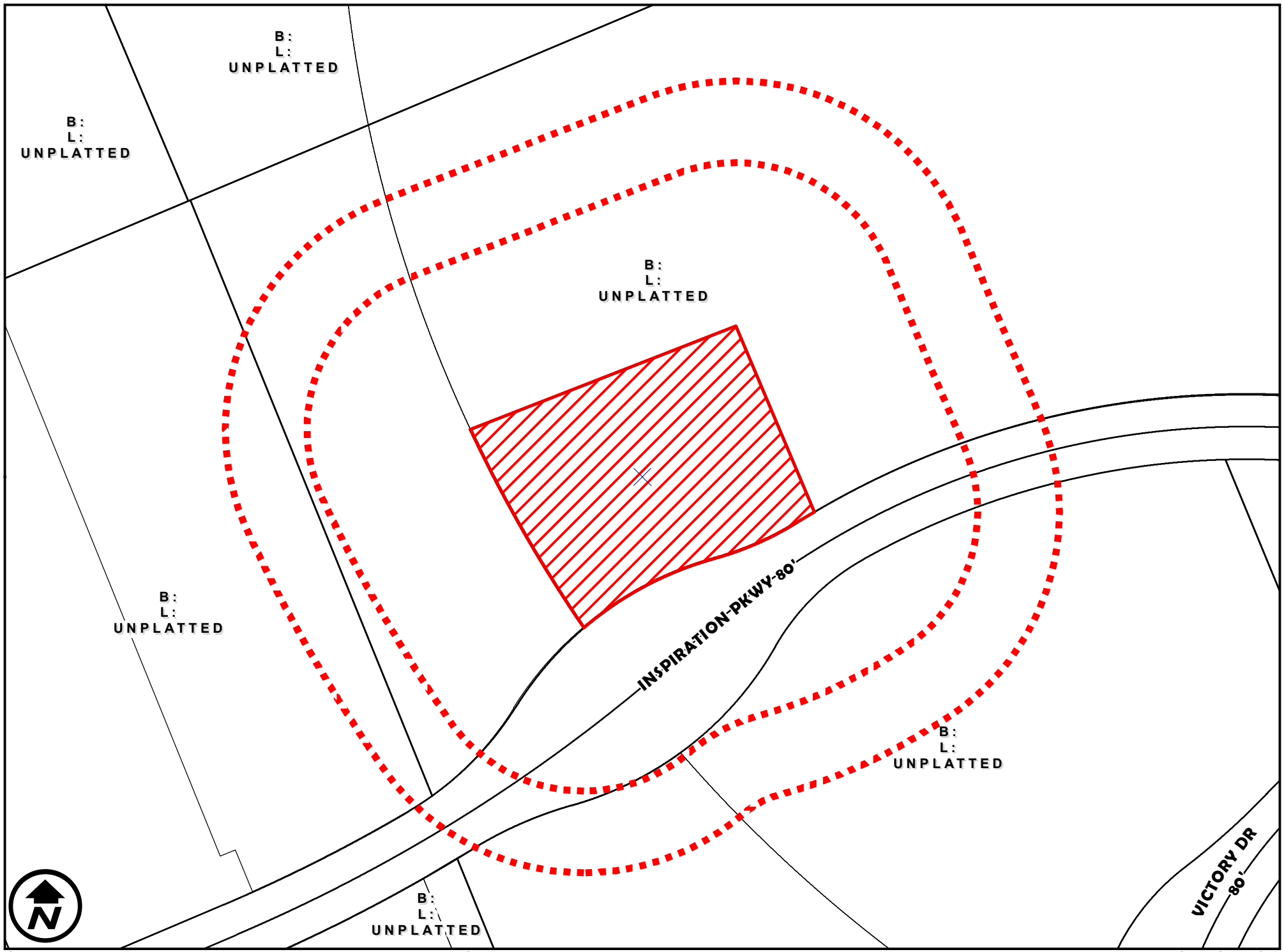


ZONING MAP

1 inch = 150 feet

ZC-089-2023
COUNCIL DISTRICT 6
EAST OF BOB BULLOCK LOOP AND NORTH OF INSPIRATION PARKWAY

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

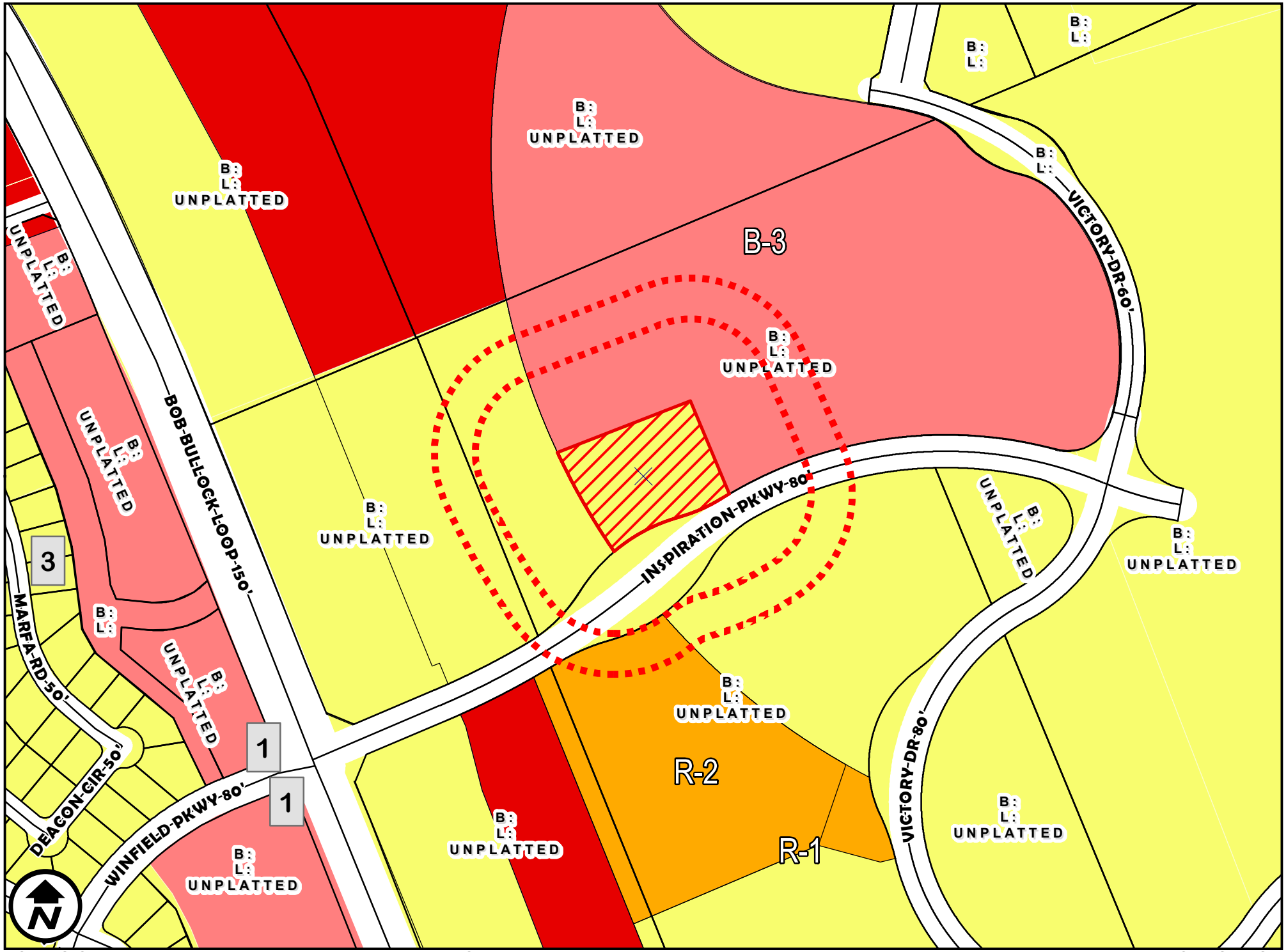


SURVEY MAP

1 inch = 150 feet

ZC-089-2023
COUNCIL DISTRICT 6
EAST OF BOB BULLOCK LOOP AND NORTH OF INSPIRATION PARKWAY

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

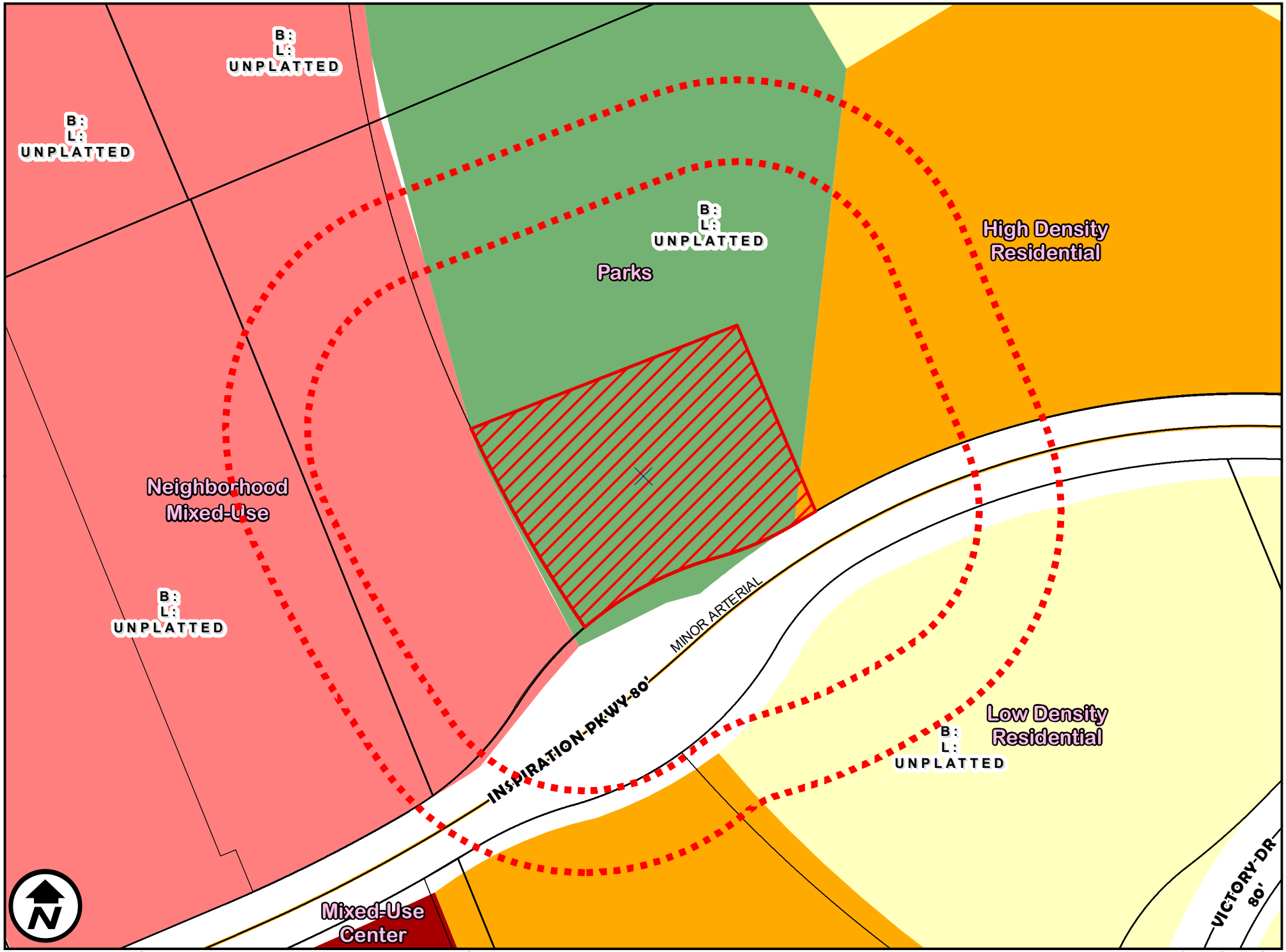


ZONING OVERVIEW

1 inch = 300 feet

ZC-089-2023
COUNCIL DISTRICT 6
EAST OF BOB BULLOCK LOOP AND NORTH OF INSPIRATION PARKWAY

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

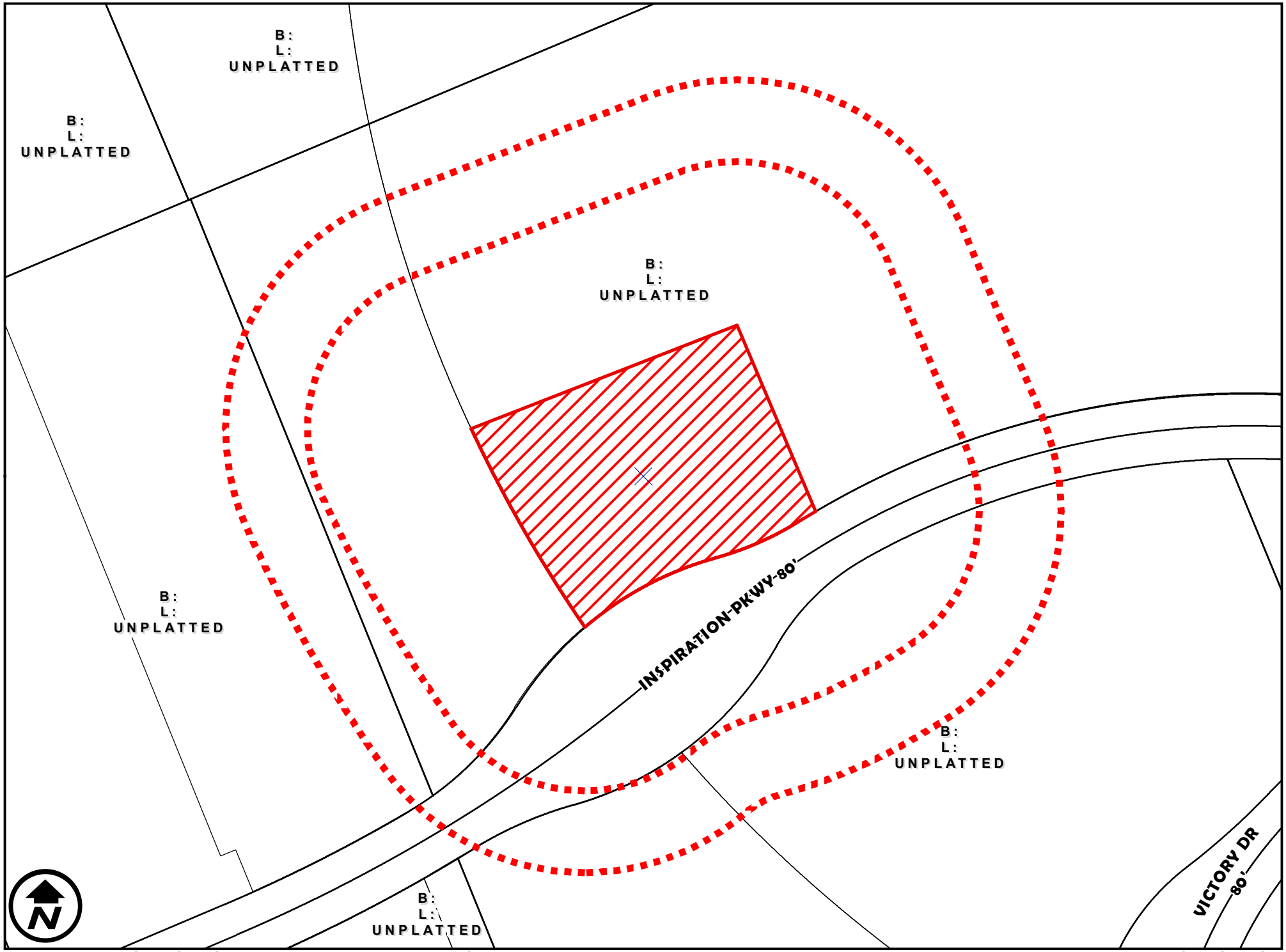


FUTURE LANDUSE

1 inch = 150 feet

ZC-089-2023
COUNCIL DISTRICT 6
EAST OF BOB BULLOCK LOOP AND NORTH OF INSPIRATION PARKWAY

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-089-2023
COUNCIL DISTRICT 6
EAST OF BOB BULLOCK LOOP AND NORTH OF INSPIRATION PARKWAY

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

N89°27'41"E RECORD 65.00' INFORMATION	S33°29'20"W 161.24' AS MEASURED IN FIELD	● 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED) ○ CORNER POINT	☒ X MARK FOUND ✕ CHAIN LINK FENCE	// WOOD FENCE ▨ BLOCK FENCE	UTILITY POLE WROUGHT IRON	☼ LIGHT POST	

SUBJECT TO RECORDED RESTRICTIVE COVENANTS AND/OR EASEMENTS AS FOLLOWS:

VOL. 5400, PAGE 836-841, O.P.R.W.C.T.
VOL. 36, PAGE 9-13, P.R.W.C.T.
VOL. 2272, PAGE 702, O.P.R.W.C.T.
VOL. 333, PAGE 351, O.P.R.W.C.T.
VOL. 241, PAGE 824-829, O.P.R.W.C.T.
VOL. 1977, PAGE 514, O.P.R.W.C.T.
VOL. _____, PAGE _____

North

GRAPHIC SCALE

300 0 150 300

1 Inch = 300 Ft.

LEGEND

IRF	IRON ROD FOUND
IRS	IRON ROD SET
FND X	X MARK FOUND
CONC. MON.	CONCRETE MONUMENT
FNC COR	FENCE CORNER
U.E.	UTILITY EASEMENT
U.A.E.	UTILITY AND ACCESS EASEMENT
R.O.W.	RIGHT-OF-WAY
B.S.	BUILDING SETBACK
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORD WEBB COUNTY TEXAS
P.R.W.C.T.	PLAT RECORD WEBB COUNTY TEXAS

PORCION 23
LEONARDO SANCHEZ
ORIGINAL GRANTEE
ABSTRACT 283

20' WIDE UTILITY EASEMENT MEDINA ELECTRIC OHEL

EXISTING ZONE R-1

CHAMPION'S WAY 80' R.O.W.

12' U.E.

10' WIDE EASEMENT CITY OF LAREDO Vol. 1977, Pg. 514, O.P.R.W.C.T.

75' WIDE EASEMENT CPL-69 KV LINE Vol. 333, Pg. 351, O.P.R.W.C.T.

60' WIDE EASEMENT CPL-138 KV LINE Vol. 241, Pg. 569, O.P.R.W.C.T.

10' WIDE ACCESS & WATERLINE EASEMENT CITY OF LAREDO Vol. 2272, Pg. 702, O.P.R.W.C.T.

200.68 Acres
CHARCO LAND SALES, L.L.C.
Vol. 5400, Pgs. 824-829, O.P.R.W.C.T.

30' OFF-SITE UTILITY EASEMENT Vol. 39, Pg. 3, P.R.W.C.T.

PERSISTENCE ROAD 110' R.O.W.

12' U.E.

200.68 Acres
CHARCO LAND SALES, L.L.C.
Vol. 5400, Pgs. 824-829, O.P.R.W.C.T.

THE COVES AT WINFIELD
PHASE 2
Vol. 39, Pg. 3,
P.R.W.C.T.

EXISTING ZONE R-1

EXISTING ZONE R-1

30 FOOT WIDE OFFSITE UTILITY & ACCESS EASEMENT Vol. 36, Pgs. 9-13, P.R.W.C.T.

VICTORY DRIVE 60' R.O.W.

60.08 Acres
CHARCO LAND SALES,L.L.C.
Vol. 5403, Pgs. 95-100, O.P.R.W.C.T.

1.9891 Acre Tract, more or less
out of
CHARCO LAND SALES,LLC.
Vol. 5400, Pgs. 824–829,
O.P.R.W.C.T.

PORCION 23
PORCION 24

200.68 Acs.
60.08 Acs.

POINT OF BEGINNING
N: 17106984.8795
E: 678986.1048

L1

L2

REZONE FROM R-1 TO B-3
1.9891 Acres

C4

C3

C2

C1

45 FOOT WIDE OFFSITE UTILITY & ACCESS EASEMENT Vol. 36, Pgs. 9-13, P.R.W.C.T.

20' WIDE OFF-SITE DRAINAGE EASEMENT Vol. 39, Pg. 3, P.R.W.C.T.

THE COVES AT WINFIELD
PHASE 1
Vol. 36, Pgs. 9-13,
P.R.W.C.T.

THE STATE OF TEXAS
(R.O.W. Varies)

N25°13'41"E - 625.49'

BOB BULLOCK LOOP (LOOP 20) VAR. WIDTH R.O.W. 986 D.R.W.C.T.

COMMENCING POINT
R.O.W. Monument
N:17106419.2200
E:678719.3380

60.08 Acs.
15.29 Acs.

ROW MON

INSPIRATION PARKWAY VARIES R.O.W.

200.68 Acs.
15.29 Acs.

EXISTING ZONE R-1

PORCION 24
TORIBIO RODRIGUEZ
ORIGINAL GRANTEE
ABSTRACT 268

200.68 Acres
CHARCO LAND SALES, L.L.C.
Vol. 5400, Pgs. 824-829, O.P.R.W.C.T.

Line Table		
Line #	Length	Direction
L1	348.56'	N 68°45'23" E
L2	246.54'	S 22°50'05" E

Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord Direction	Chord Length
C1	24.16'	1,040.00'	1°19'52"	12.08'	S 58°45'13" W	24.16'
C2	110.97'	384.00'	16°33'27"	55.87'	S 66°22'01" W	110.58'
C3	182.33'	416.00'	25°06'43"	92.65'	S 62°05'23" W	180.87'
C4	279.66'	1,715.00'	9°20'35"	140.14'	N 29°46'58" W	279.35'

NOTES:

1.- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY NOT SHOW ALL EASEMENTS OR OTHER MATTERS AFFECTING THIS PROPERTY

2.- SET IRON RODS SHOWN HEREON ARE CAPPED WITH ORANGE PLASTIC CAPS MARKED " SECA ENG TX# 5783 ".

1.9891 Acre Tract, more or less,
situated in Porcion 24, Abstract 268,
TORIBIO RODRIGUEZ, Original Grantee,
Webb County, Texas,
out of
CHARCO LAND SALES, L.L.C.,
as recorded in Volume 5400, Pages 824-829,
O.P.R.W.C.T.

CONTROLLING MONUMENTS:
TWO ½" IRON ROD FOUND ALONG INSPIRATION PARKWAY, THE COVES AT WINFIELD PHASE 1.

BASIS OF BEARING:
TEXAS COORDINATE SYSTEM OF 1983, SOUTH ZONE. 4205, NAD83.

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

1701 JACAMAN RD., LAREDO, TEXAS 78041
E-mail: hseca@seca-engineering.com
TXLS Firm Registration # 100138-00
CELL: (956) 235-1594

I, HUGO SECA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT OF SURVEY IS TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND THAT IT WAS PREPARED FROM OFFICE RECORD INFORMATION AVAILABLE AND FROM AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND SUPERVISION.

STATE OF TEXAS REGISTERED HUGO SECA 5783 PROFESSIONAL LAND SURVEYOR

Executed this 13th day of July 2023

HUGO SECA, R.P.L.S.

SCALE: 1" = 300'		DRAWN BY: M.C.	
FIELD DATE: 07-13-2023		CHECKED BY: H.S.	
SURVEYED BY: B.U.		SECA ENGINEERING JOB No. KILLAM-2023-TCS10	

©2023

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

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

LEGAL DESCRIPTION for a TRACT OF LAND
containing 1.9891 acres, more or less, situated in Porcion 24, Toribio Rodriguez, Original Grantee, Abstract 268, Webb County, Texas

A tract of land containing 1.9891 acres, more or less, situated in Porcion 24, Toribio Rodriguez, Original Grantee, Abstract 268, and being out of a 200.68 acre tract of land, conveyed to Charco Land Sales, L.L.C., as recorded in Volume 5400, Pages 824-829, Official Public Records of Webb County, Texas, said tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a TxDOT R.O.W. Monument (GPS Coordinates: N:17106419.2200, E:678719.3380) found on the north right-of-way line of Inspiration Parkway (R.O.W. Varies), also being on the east boundary line of a tract of land conveyed to The State of Texas (R.O.W. Varies); **THENCE,** N 25°13'41" E, a distance of 625.49 feet to a point (GPS Coordinates: N:17106984.8795, E:678986.1048), the **POINT OF BEGINNING** of this tract of land containing 1.9891 acres, more or less, the west corner hereof;

THENCE, N 68° 45' 23" E, a distance of 348.56 feet to a point, the north corner hereof;

THENCE, S 22° 50' 05" E, a distance of 246.54 feet to a point at the north right-of-way line of said Inspiration Parkway, same being the point of curvature of a 1,040.00-foot radius curve to the left, having a delta of 01°19'52", a tangent of 12.08 feet, and a chord of S 58°45'13" W – 24.16 feet, the east corner hereof;

THENCE, along the arc of said 1,040.00-foot radius curve to the left and the north right-of-way line of said Inspiration Parkway, a distance of 24.16 feet to a point, same being the point of curvature of a 384.00-foot radius curve to the right, having a delta of 16°33'27", a tangent of 55.87 feet, and a chord of S 66°22'01" W – 110.58 feet, a deflection hereof;

THENCE, along the arc of said 384.00-foot radius curve to the right and the north right-of-way line of said Inspiration Parkway, a distance of 110.97 feet to a point, same being the point of curvature of a 416.00-foot radius curve to the left, having a delta of 25°06'43", a tangent of 92.65 feet, and a chord of S 62°05'23" W – 180.87 feet, a deflection hereof;

THENCE, along the arc of said 416.00-foot radius curve to the left and the north right-of-way line of said Inspiration Parkway, a distance of 182.33 feet to a point, same being the point of curvature of a 1,715.00-foot radius curve to the right, having a delta of 09°20'35", a tangent of 140.14 feet, and a chord of N 29°46'58" W – 279.35 feet, a deflection hereof;

THENCE, along the arc of said 1,715.00-foot radius curve to the right, a distance of 279.66 feet to the **POINT OF BEGINNING** of this tract of land containing 1.9891 acres, more or less.

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

STATE OF TEXAS
COUNTY OF WEBB

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

Executed this 13th day of July, 2023

Hugo Seca, RPLS No. 5783 – Texas




ZC-089-2022
PROPOSED
ZONE CHANGE
FROM R1 TO B3
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 1.9891 ACRES, SITUATED IN PORCION 24, TORIBIO RODRIGUEZ, ORIGINAL GRANTEE, ABSTRACT 268, AND BEING OUT OF A 200.68 ACRE TRACT OF LAND, CONVEYED TO CHARCO LAND SALES, LIMITED LIABILITY COMPANY, AS RECORDED IN VOLUME 5400, PAGES 824-829, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS, LOCATED EAST OF BOB BULLOCK LOOP AND NORTH OF INSPIRATION PARKWAY, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of approximately 1.9891 acres, situated in Porcion 24, Toribio Rodriguez, Original Grantee, Abstract 268, and being out of a 200.68 acre tract of land, conveyed to Charco Land Sales, Limited Liability Company, as recorded in Volume 5400, Pages 824-829, Official Public Records of Webb County, Texas, located east of Bob Bullock Loop and north of Inspiration Parkway, from R-1 (Single Family Residential District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 17, 2023; 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 September 18, 2023 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning approximately 1.9891 acres, situated in Porcion 24, Toribio Rodriguez, Original Grantee, Abstract 268, and being out of a 200.68 acre tract of land, conveyed to Charco Land Sales, Limited Liability Company, as recorded in Volume 5400, Pages 824-829, Official Public Records of Webb County, Texas, located east of Bob Bullock Loop and north of Inspiration Parkway, from R-1 (Single Family Residential District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2023.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 8.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Juan Flores, DBA, Owner; Joseph Wirsching, Applicant; Cornerstone Land Use Consulting, LLC, Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by repealing Ordinance 2011-O-043 which authorized a conditional use permit for a roofing company and authorize the issuance of conditional use permit for a cleaning service on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 East Ash Street.

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

ZC-090-2023
District IV

PREVIOUS COUNCIL ACTION

On April 4, 2011, City Council approved a conditional use permit for a roofing company.

BACKGROUND

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

Proposed use: Cleaning Service (Servpro)

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

- On April 4, 2011, City Council approved a conditional use permit for a roofing company.

Surrounding land uses: To the north of the site is Ash Street and single family residential uses. To the east of the site is residential use and Louisiana Avenue. To the south of the site is single family residential use and Elm Street. To the west of the site is Texas Avenue and Milton Elementary School.

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 Ash Street nor Texas Avenue.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 35 **In Favor:** 0 **Opposed:**0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 5 to 1 vote recommended **denial** of the zone change.

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 R-1.

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

1. The proposed use is not anticipated to negatively impact the surrounding area or neighborhood.

If approved, Staff suggests the following conditions:

1. The Conditional Use Permit is restricted to the site plan, "Exhibit A", which is made part hereof for all purposes.
2. The hours of operation shall be limited to, Monday to Friday from 8:30 am to 5:30 pm.
3. The Conditional Use Permit is restricted to the activities described in the narrative, "Exhibit B", which is made part of hereof for all purposes.
4. No hazardous materials shall be stored in the facility. Hazardous occupancy and the storage of hazardous material shall be prohibited on the premises. The determination of a hazardous occupancy or material shall be made by the Fire Chief as per the Laredo Land Development Code, Section 24.74.3(d). Hazardous materials shall be defined as stated in the City of Laredo Code of Ordinances, Sec. 33-20.
5. Heavy equipment storage shall be prohibited on the premises.
6. Shall the business decide to expand the operations to include hazardous chemicals, hazardous materials, or deviate to bulk chemicals, the Conditional Use Permit shall be revoked. Hazardous materials and hazardous chemicals shall be defined as stated in the City of Laredo Code of Ordinances, Sec. 33-20.
7. All parking pertaining to the business shall be provided within the property boundaries including but not limited to customer parking, employee parking, or

business vehicle parking or portion therefore.
8. All storage pertaining to the business shall be stored inside the enclosed building including but not limited to materials, chemicals, equipment, business vehicles or portion thereof.
9. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
10. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
11. 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.
12. The establishment must make provisions to keep litter to a minium, and to keep it from blowing onto adjacent streets and properties.
13. Signage shall be consistent with the City's Sign Ordinance.
14. The establishment shall be kept in a sanitary condition.
15. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
16. 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.
17. 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.
18. The proposed use shall undergo an annual Fire Inspection.
19. 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.
20. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.

Staff **supports** the application.

Is this change contrary to the established land use pattern?
No, the zone will not change.

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

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

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

Yes, the underlying zone requires the CUP overlay to allow for a cleaning service (Servpro) as intended by the applicant.

Fiscal Impact

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

Attachments

Maps
Narrative
Site Plan
Ordinance 2011-O-043
Zone Change Signage
Draft Ordinance

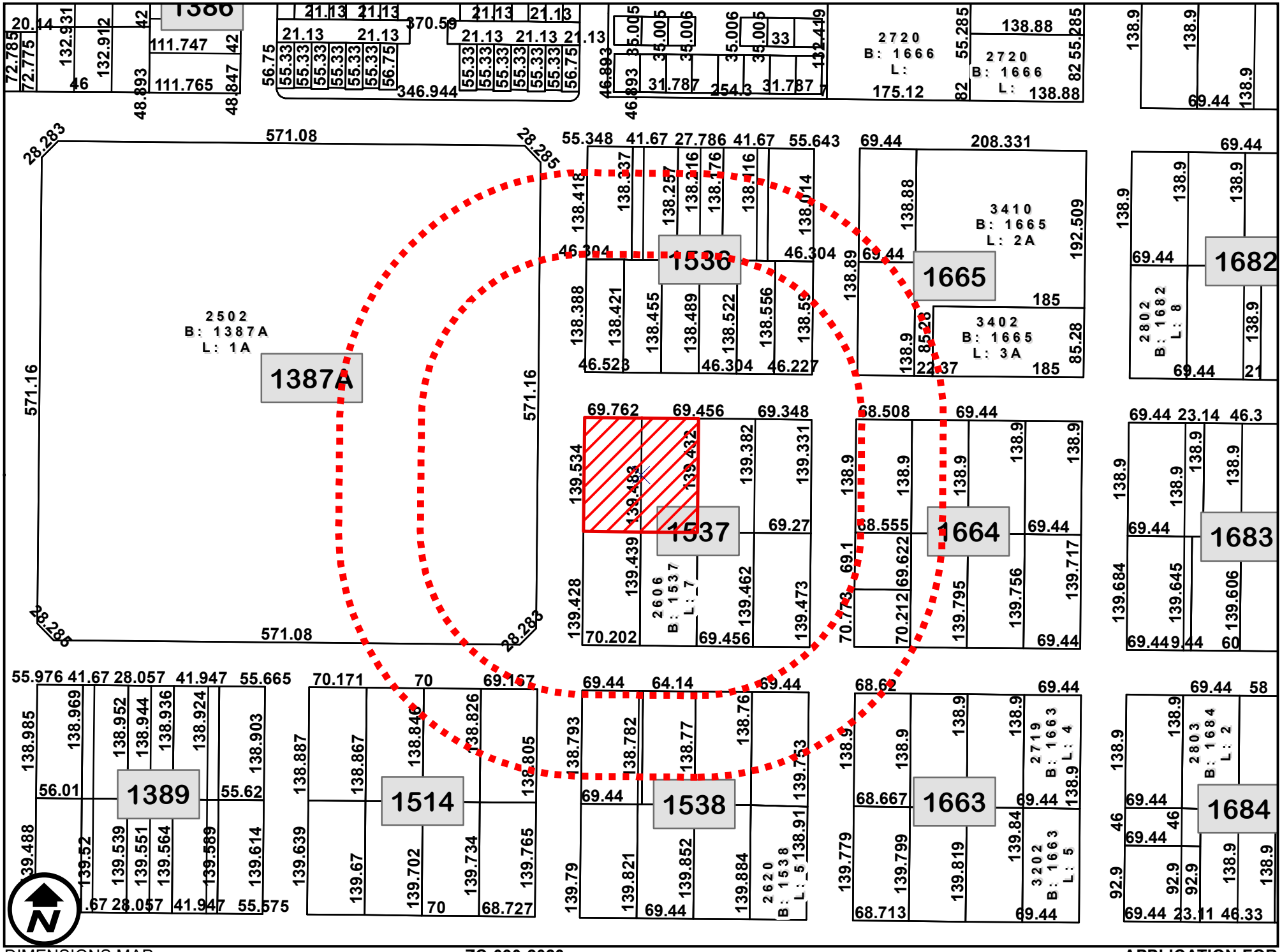


AERIAL MAP

1 inch = 150 feet

ZC-090-2023
COUNCIL DISTRICT 4
2601 EAST ASH STREET

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
C.U.P FOR CLEANING SERVICE

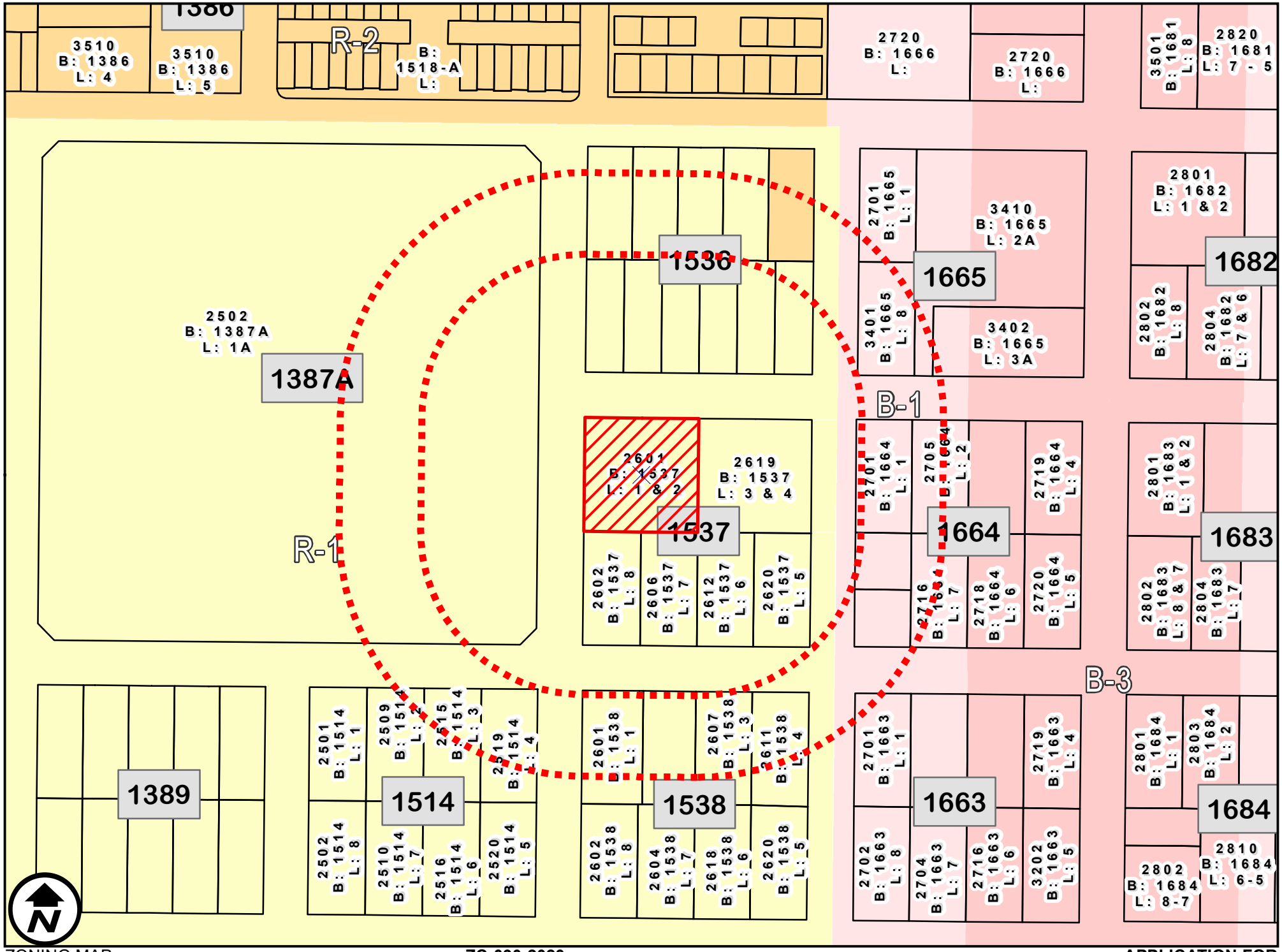


DIMENSIONS MAP

1 inch = 150 feet

ZC-090-2023
COUNCIL DISTRICT 4
2601 EAST ASH STREET

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
C.U.P FOR CLEANING SERVICE

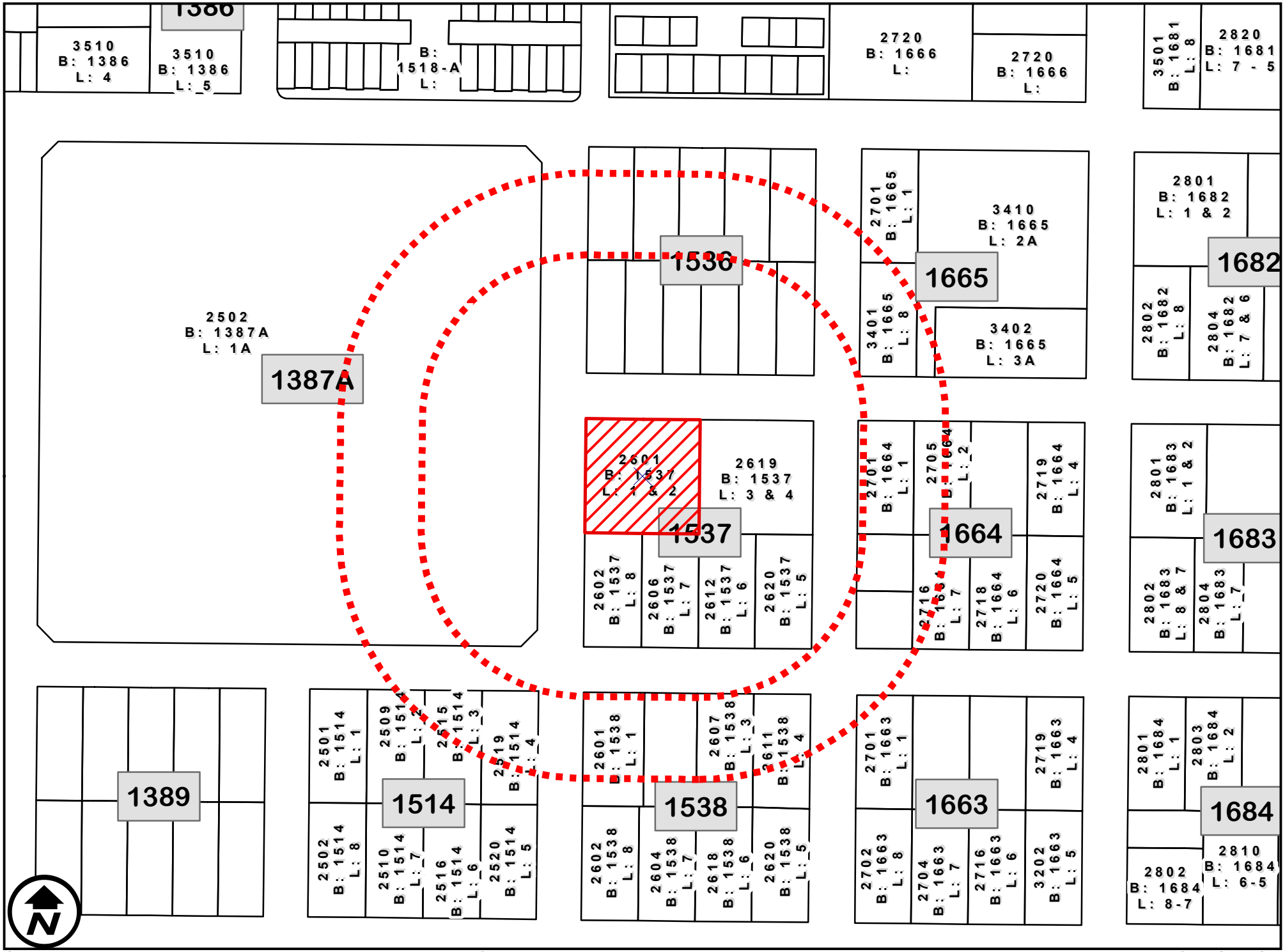


ZONING MAP

1 inch = 150 feet

ZC-090-2023
COUNCIL DISTRICT 4
2601 EAST ASH STREET

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
C.U.P FOR CLEANING SERVICE

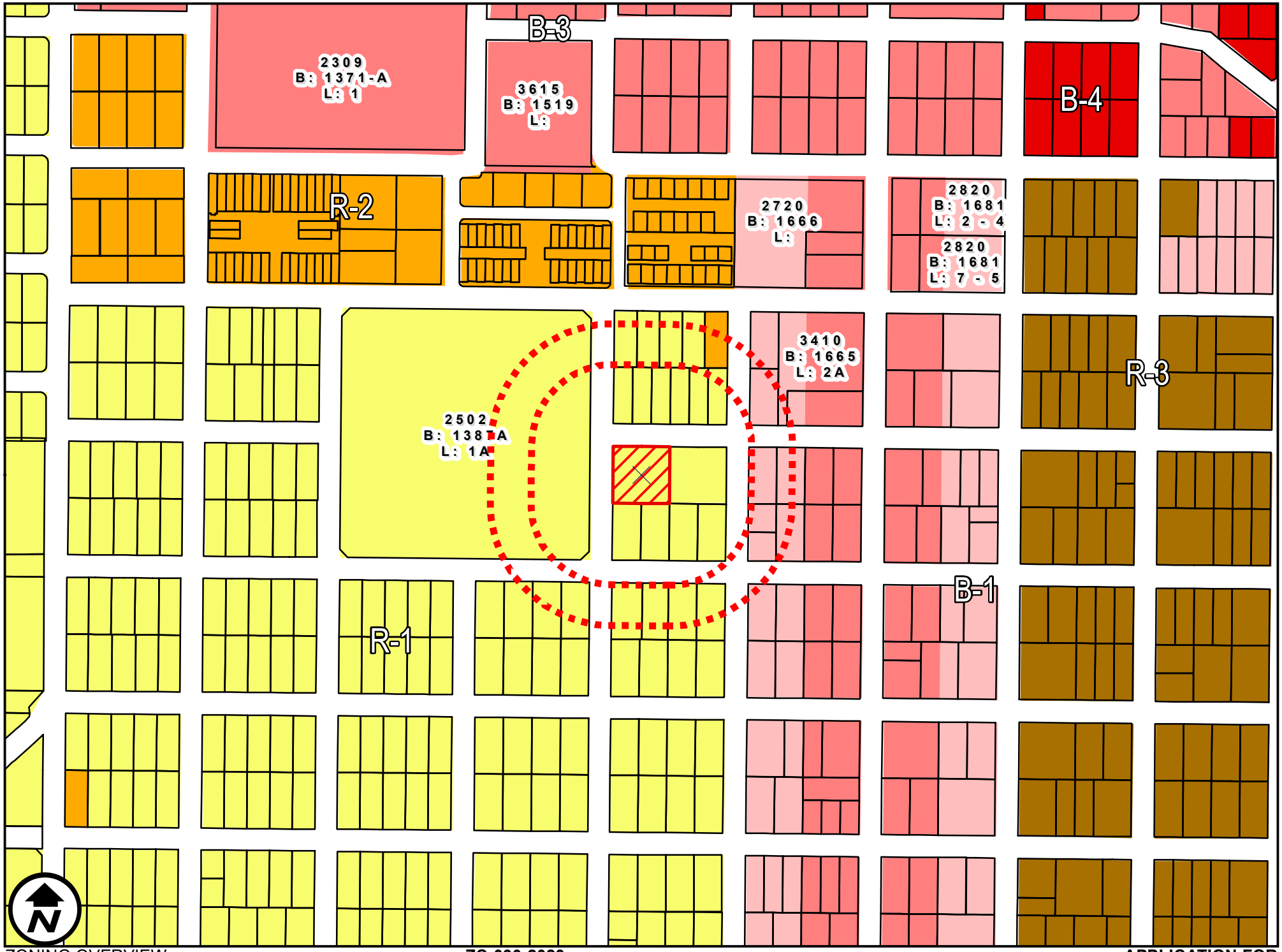


SURVEY MAP

1 inch = 150 feet

ZC-090-2023
COUNCIL DISTRICT 4
2601 EAST ASH STREET

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
C.U.P FOR CLEANING SERVICE

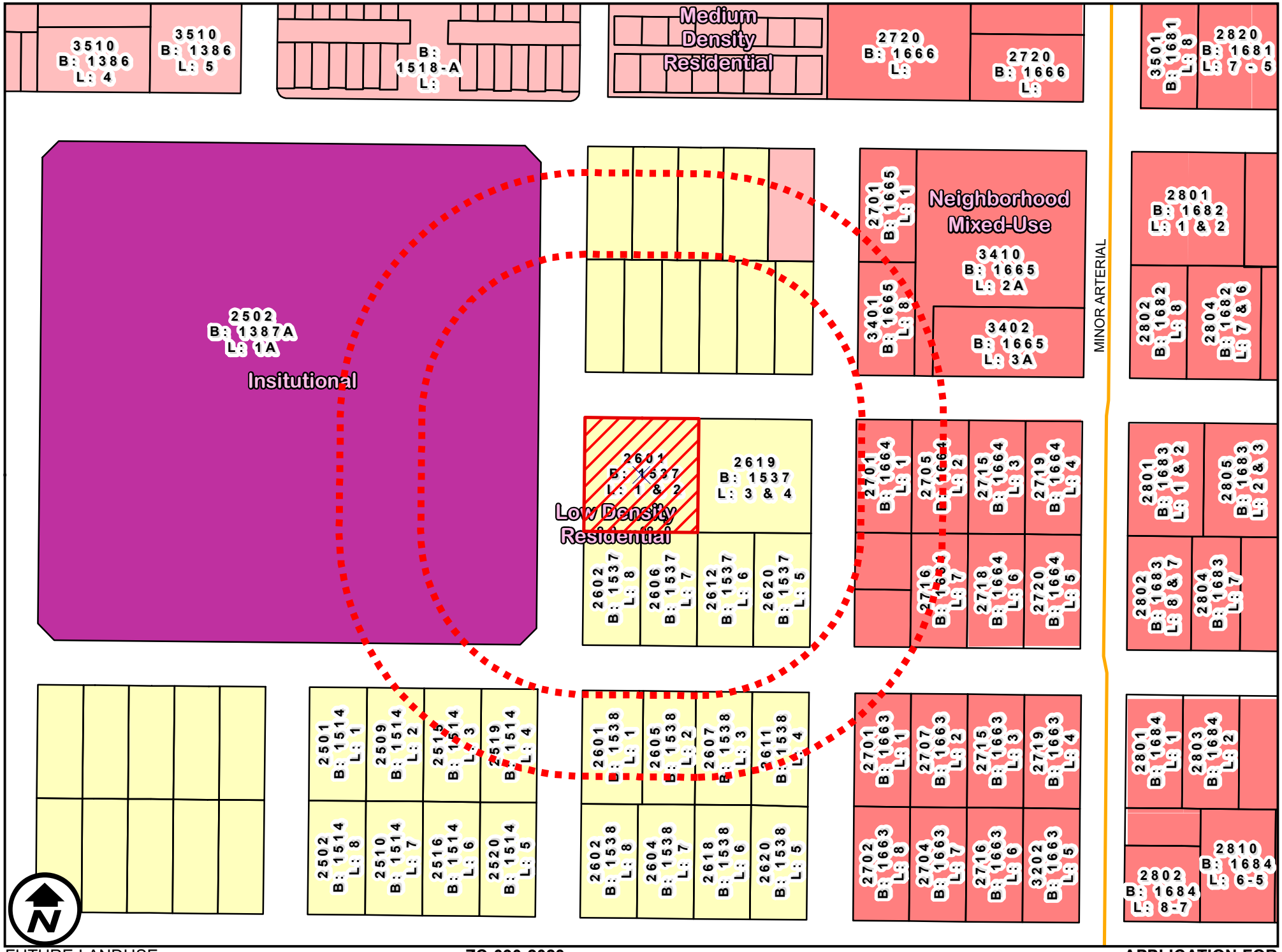


ZONING OVERVIEW

1 inch = 300 feet

ZC-090-2023
COUNCIL DISTRICT 4
2601 EAST ASH STREET

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
C.U.P FOR CLEANING SERVICE

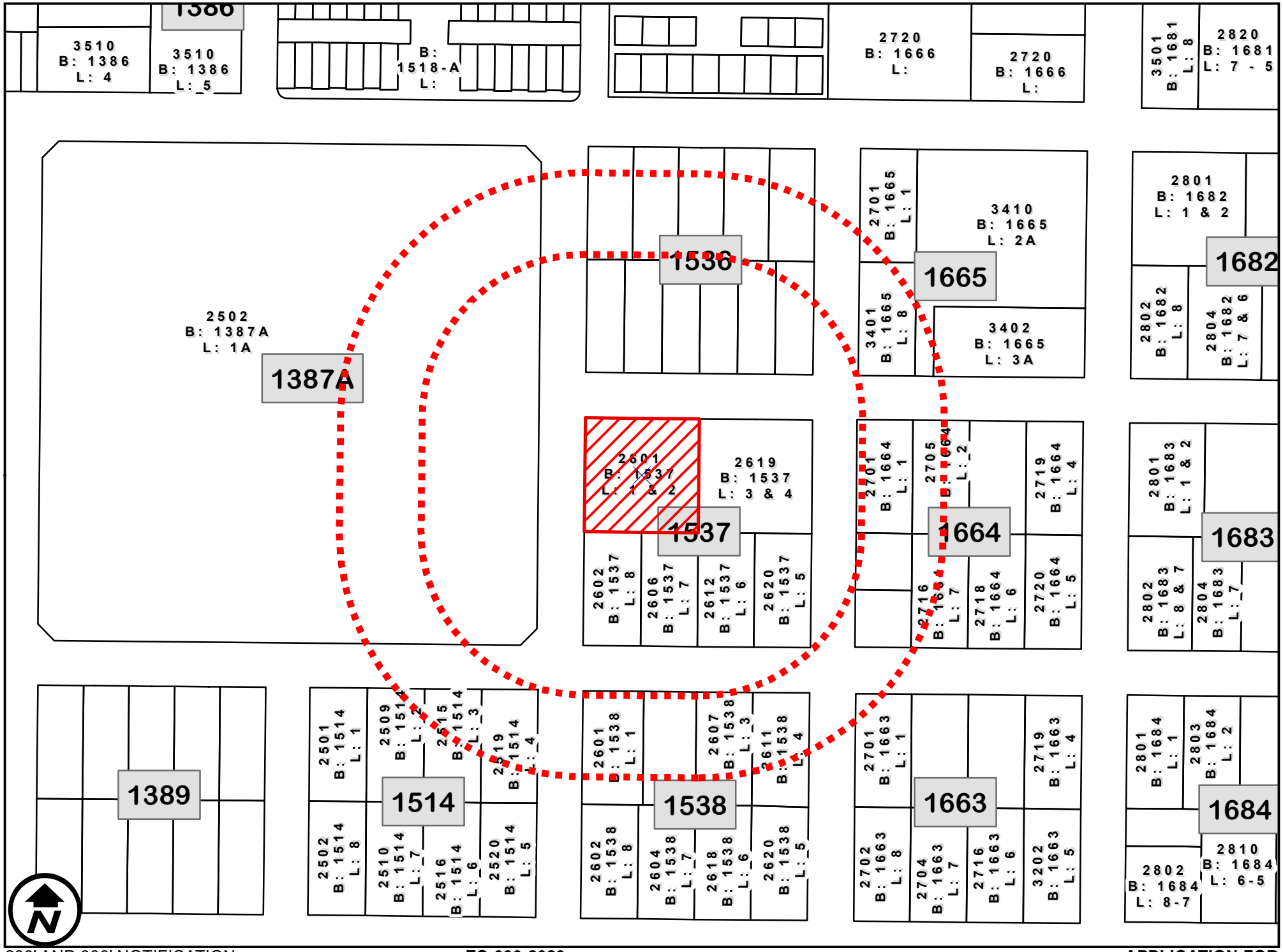


FUTURE LANDUSE

1 inch = 150 feet

ZC-090-2023
COUNCIL DISTRICT 4
2601 EAST ASH STREET

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
C.U.P FOR CLEANING SERVICE



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-090-2023
COUNCIL DISTRICT 4
2601 EAST ASH STREET

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
C.U.P FOR CLEANING SERVICE

CORNERSTONE
LAND USE CONSULTING

Planning Staff and Planning and Zoning Commission Members:

We are submitting the following narrative for a Conditional Use Permit application for SERVPRO Laredo. Mr. and Mrs. Wirsching are requesting a conditional use permit (CUP) at 2601 East Ash Street which currently houses an office/warehouse in order to operate their SERVPRO business.

SERVPRO Laredo is a full service commercial and residential cleanup and restoration company. They currently have 11 employees and their hours of operation are from Monday to Friday from 8:30 am to 5:30 pm. This business is extremely beneficial to our community as they assist families during some very difficult and stressful times. They focus their efforts on fire, water, and mold clean-up and restoration services.

Their goal is to operate their business with a standard office setting with some warehouse space that will house their vans and their restoration equipment. They do not do any restoration work on-site and the majority of the customer service work is done over the phone or via email, so they typically do not get any customers who come to their office.

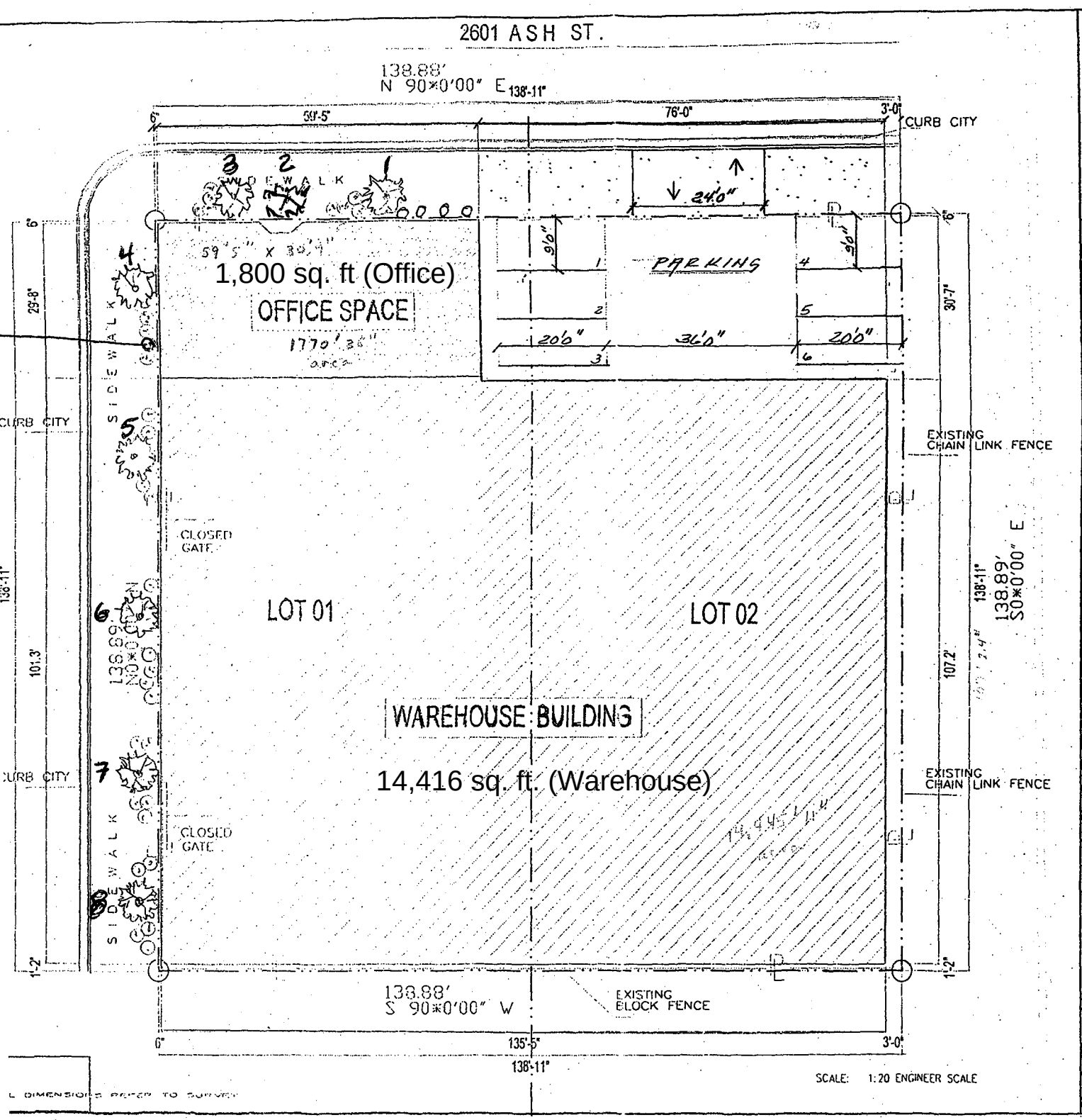
If additional information is required, please contact Danny Tijerina at 830-513-8636 or Yesenia Tijerina at 830-513-6833.

Thank you for your time and consideration,

Daniel Tijerina Jr., MCRP
Cornerstone Land Use Consulting, LLC
830.513.8636

CORNERSTONE
LAND USE CONSULTING

"The Stone the builders rejected has become the Cornerstone"
-Matthew 21:42



NORTH

NOTES:

OWNER SHALL PROVIDE THE FOLLOWING TREES & SHRUBS.

PROPOSED C.U.P.
2601 ASH ST.

LOTS 1 & 2
BLOCK 1537 E.D.

TREES : 8
BUSHES : 32

8 - TREES
0 - SHRUBS

EXHIBIT "A"

SITE PLAN SCALE: 1:20 ENGINEERS SCALE

ARKETO DESIGN
BY Joe Tiz
CELL: 956-220-6571 LAREDO TX. WEBB COUNTY

ORDINANCE NO. 2011-O-043

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A ROOFING COMPANY ON LOTS 1 AND 2, BLOCK 1537, EASTERN DIVISION, LOCATED AT 2601 E. ASH STREET; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE. **(AS AMENDED)**

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a roofing company on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 E. Ash 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 February 18, 2011; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** 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 March 21, 2011, on the request and finds the Conditional Use Permit amendment appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for a roofing company on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 E. Ash Street.

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

1. The C.U.P. shall be issued to Juan J. Flores, and is nontransferable.
2. The C.U.P. is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes.
3. The C.U.P. is restricted to the activities described in letter, Exhibit "B", which is made part hereof for all purposes.
4. Provide parking spaces in compliance with the Laredo Land Development Code.
5. Employee, business, and customer vehicles may not be stored or parked along public right-of-way.
6. All parking, including customer parking, shall be on-site.
7. All areas used for parking or maneuvering shall be paved.
8. Business operation shall be from Monday through Saturday, 7:00 a.m. through 7:00 p.m.
9. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
10. Signage is limited to the maximum allowed in a B-1 zone district.
11. Overhead lighting is prohibited.
12. The permit is granted for the roofing company only, with no other activities occurring simultaneously. Should the activity cease, the underlying zoning's uses will be reinstated.

In addition, the City Attorney's office recommends the following conditions:

13. Loitering is prohibited on the premise, sidewalks or adjacent property under the control of the business owner. Loitering is defined as: "To delay an activity with aimless idle stops and pauses; to remain in an area for no obvious reason."
14. At no time shall any commercial vehicle otherwise subject to the City of Laredo's truck routes, including all trucks, dump trucks, double bottom trucks, pole trailers, semi-trailers, tank vehicles, truck tractors, wreckers, or any other vehicle designed, used or maintained primarily for the transportation of property including, but not limited to raw materials, products, commodities or other commercial items, be permitted access to the property at 2601 East Ash Street to load, unload or provide any other service. It shall be the sole obligation of Juan J. Flores to immediately notify all drivers and make alternative arrangements.

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

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

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

1. Criteria

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

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

2. Procedures

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

A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue

the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 4th DAY OF April, 2011.

RAUL G. SALINAS
MAYOR

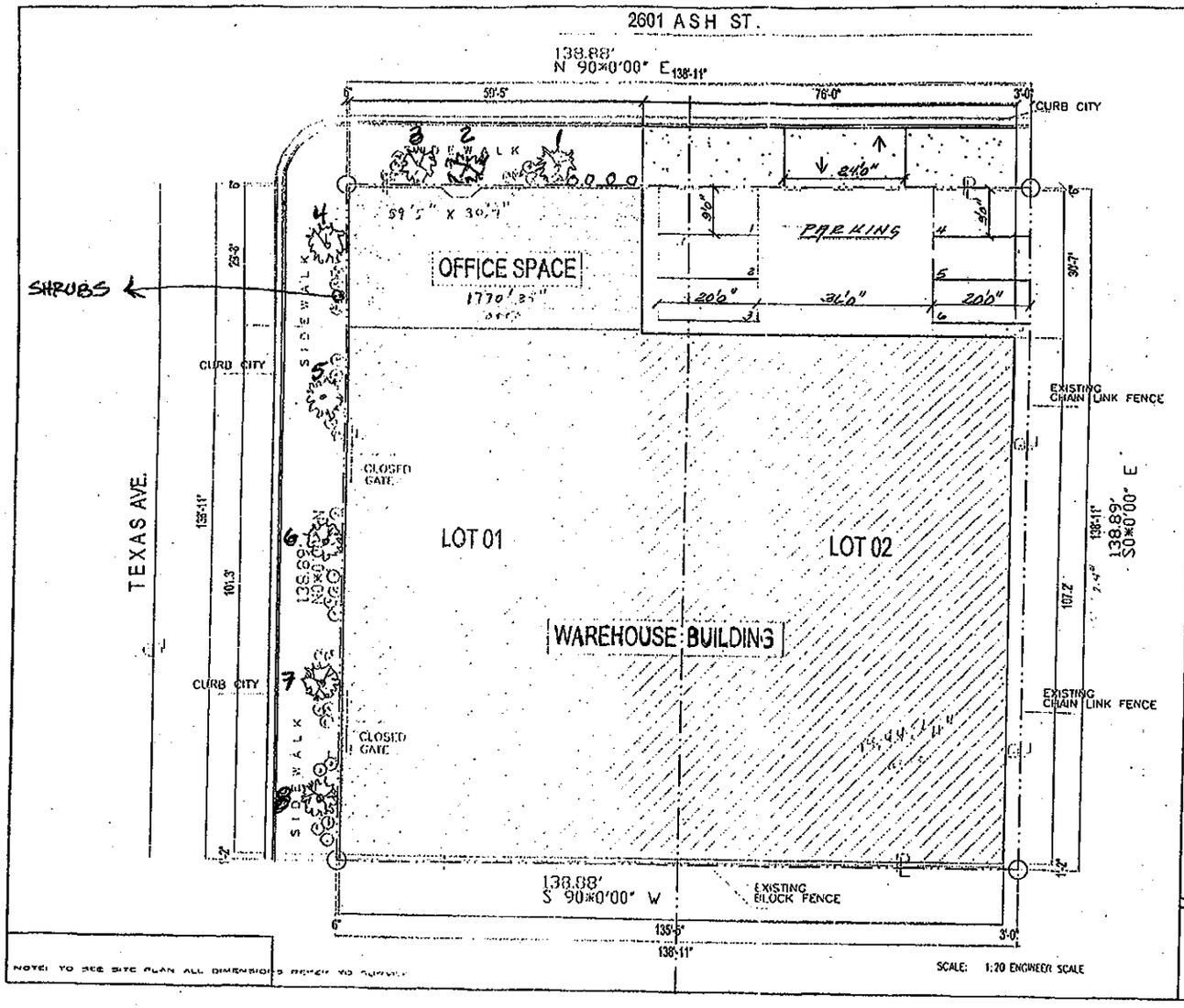
ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

CITY OF LAREDO, TEXAS

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY



NORTH

NOTES:

OWNER SHALL PROVIDE THE FOLLOWING TREES + SHRUBS.

PROPOSED C.U.P.
2601 ASH ST.

LOTS 1 & 2
BLOCK 1537 E.D.

TREES : 8
BUSHES : 32

8 - TREES
0 - SHRUBS

EXHIBIT "A"

SITE PLAN SCALE: 1:20 ENGINEERS SCALE

ARKETO DESIGN
BY Joe Tlz
CELL: 956-220-6571 LAREDO TX. WEBB COUNTY

February 3, 2011

Re: C. U . P

To whom it may concern:

My name is Juan J. Flores, and I am the owner of the business known as JJ FLORES ROOFING & CONSTRUCTION, located at 2601 Ash St., my business consists of roofing repairs. The Company operates with 8 employees and 7 work trucks which employees take home at the end of the day, the hours of operation are from 8 a.m. to 7 p.m. Monday-Friday. Thank you for your consideration, if you need additional information please call my office.

Sincerely,

Juan J. Flores
J.J. Flores Roofing & Construction.

EXHIBIT "B"

COUNCIL COMMUNICATION

Date:	SUBJECT: FINAL READING OF ORDINANCE NO. 2011-O-043
4/04/2011	Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a roofing company on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 E. Ash Street; providing for publication and effective date. **(As Amended)** Staff does not support the application and the Planning and Zoning Commission recommends denial of the Conditional Use Permit. District IV ZC-04-2011

Initiated by:	**Staff source:**
Juan J. Flores	Nathan R. Bratton, Interim Planning Director

Prior action: The current item was introduced by Juan Narvaez at the regular Council meeting of 3/21/11. Previous City Council activity included approving a zone change from R-1 to M-1 (Ord. No. 84-O-222) and approving a zone change from M-1 to R-1 (Ord. No. 98-O-017). A public hearing and introduction of an ordinance for an R-1 to B-1 zone change was withdrawn from Council's agenda at their meeting of 10/6/2008, due to a failure to obtain the 6 votes required by Council.

BACKGROUND

Council District: IV – Juan Narvaez

Proposed use: Roofing Company

Site: The site is occupied by J. J. Flores Roofing and Construction commercial building with office.

Warnings/Citations: The case is currently in litigation with the City. On seven separate occasions, the business received warnings and/or citations for one or more of the following reasons: permitting the operation of a roofing and construction business in an R-1 (Single Family Residential) District; permitting the storing of construction equipment and materials in an R-1 (Single Family Residential) District; and parking and/or storing vehicles associated with business in an R-1 (Single Family Residential) District.

Prior Planning and Zoning Commission action: November 11, 1984, request for a zone change from R-1 (Single Family Residential District) to M-1 (Light Manufacturing District); Planning & Zoning Commission recommended denial. March 5, 1998, request for a zone change from M-1 to R-1; Planning & Zoning Commission voted to recommend approval. September 4, 2008, request for a CUP for a roofing and construction company; Planning & Zoning Commission recommended denial.

Surrounding land uses: To the north are single-family residences, apartments, a Stripes convenience store, and We'll Wash Laundry. To the east are single-family dwellings and apartments. Texas Pictorial is to the south; however, the prevailing use south of the property is single-family residential. Milton Elementary School is on the block adjacent to the west of the property.

Comprehensive Plan: The Comprehensive Plan identifies this area as Low Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan does not identify either E. Ash Street or Texas Avenue.

Letters sent to surrounding property owners: 24 In Favor: 1 Opposed: 3

STAFF COMMENTS

Staff does not support the proposed Conditional Use Permit at this location. The business is situated next to a school and within a well-established single family residential area. A roofing company is not compatible with the surrounding land uses. If the Council would like to consider the issuance of a Conditional Use Permit, Staff recommends the following provisions to preserve the integrity of the neighborhood:

(Continued on next page)

P&Z COMMISSION RECOMMENDATION:	**STAFF RECOMMENDATION:**
The P & Z Commission, in a **6** to **0** vote, recommended **denial** of the zone change.	Staff **does not support** the proposed zone change.

Staff Comments (cont.)

1. The C.U.P. shall be issued to Juan J. Flores, and is nontransferable.
2. The C.U.P. is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes.
3. The C.U.P. is restricted to the activities described in letter, Exhibit "B", which is made part hereof for all purposes.
4. Provide parking spaces in compliance with the Laredo Land Development Code.
5. Employee, business, and customer vehicles may not be stored or parked along public right-of-way.
6. All parking, including customer parking, shall be on-site.
7. All areas used for parking or maneuvering shall be paved.
8. Business operation shall be from Monday through Saturday, 7:00 a.m. through 7:00 p.m.
9. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
10. Signage is limited to the maximum allowed in a B-1 zone district.
11. Overhead lighting is prohibited.
12. The permit is granted for the roofing company only, with no other activities occurring simultaneously. Should the activity cease, the underlying zoning's uses will be reinstated.

In addition, the City Attorney's office recommends the following conditions:

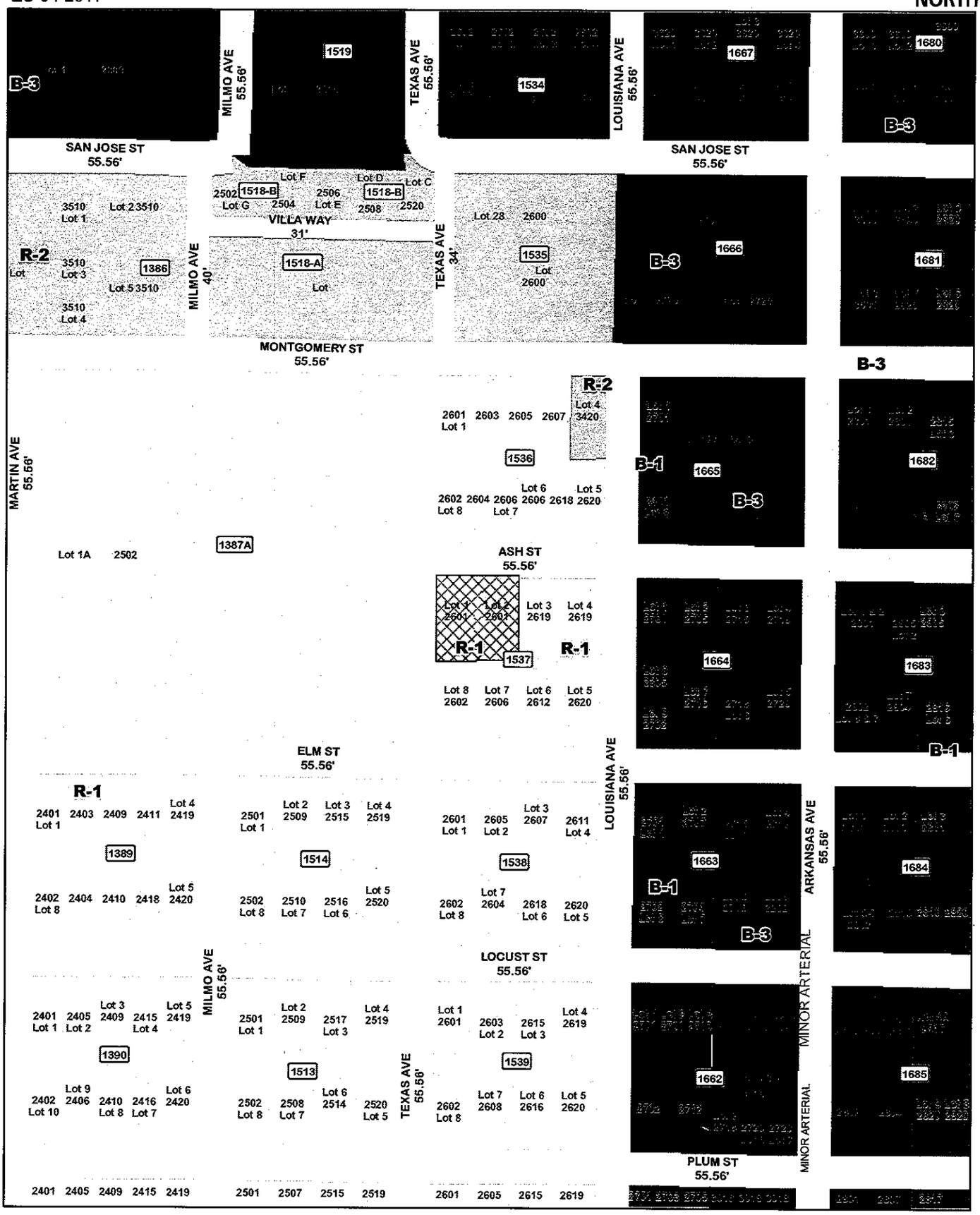
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2601 E Ash St

ZC-04-2011

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

NORTH



Legend

ZC-04-2011

1 inch = 208 feet

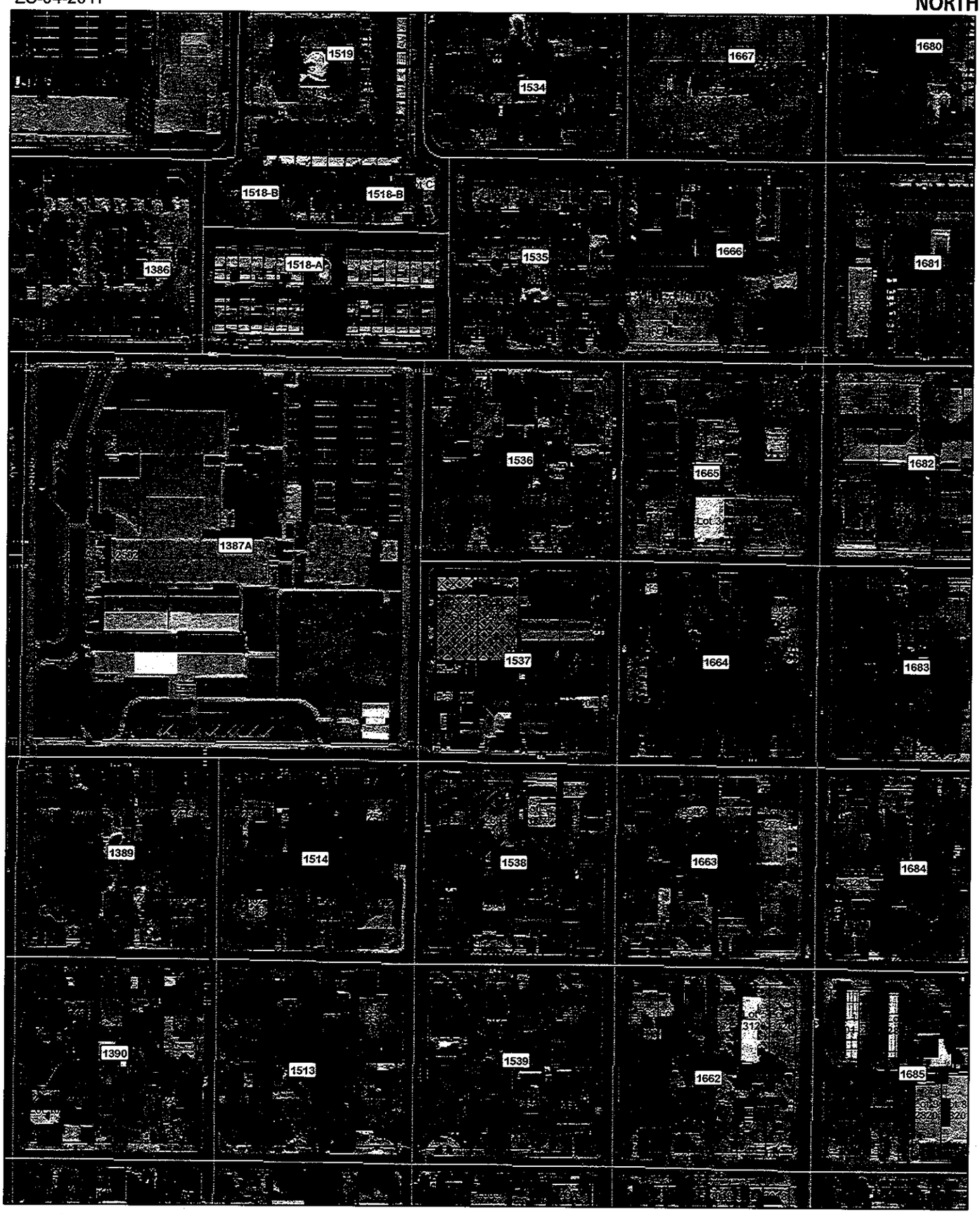
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2601 E Ash St

ZC-04-2011

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

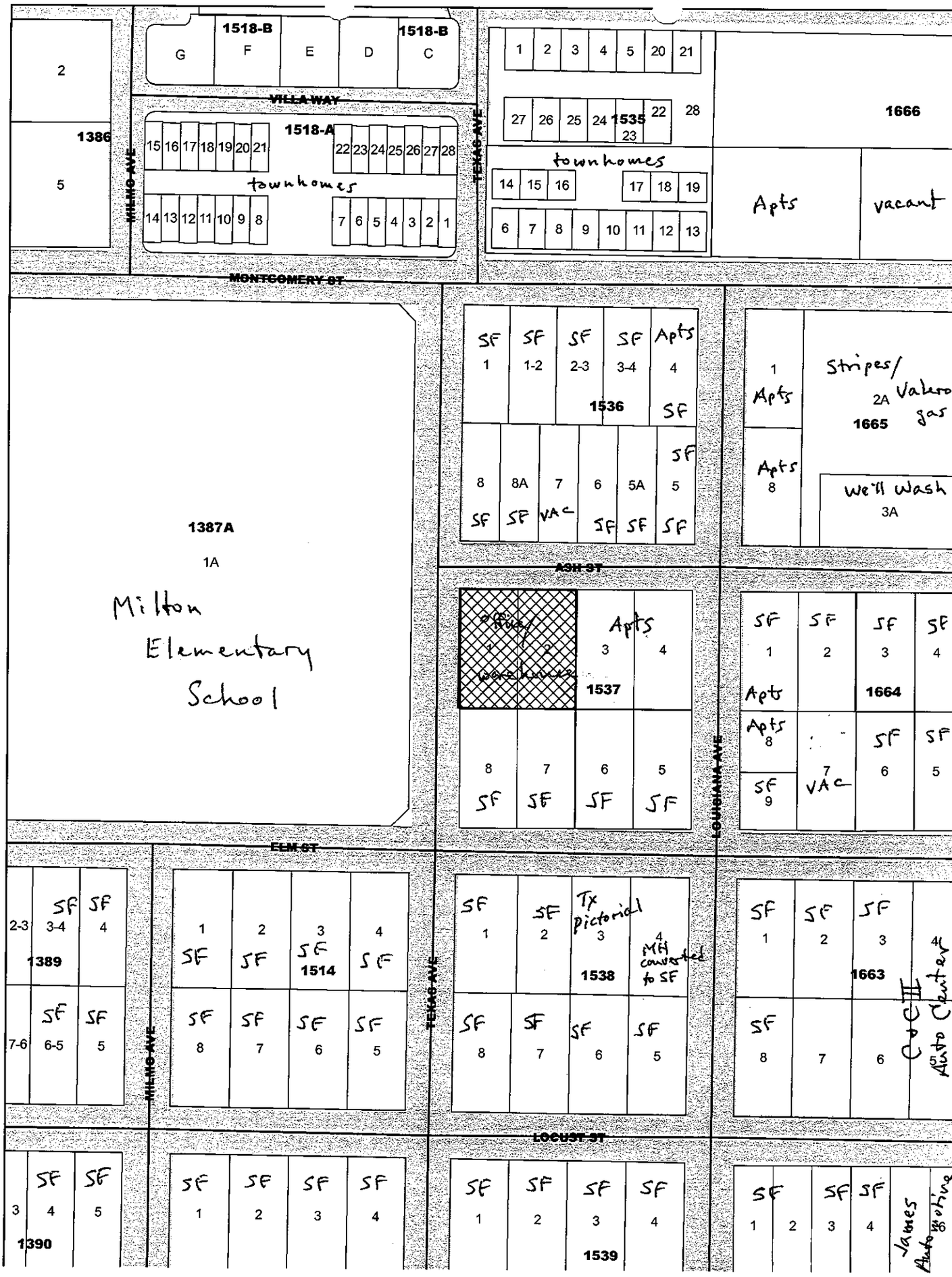
NORTH



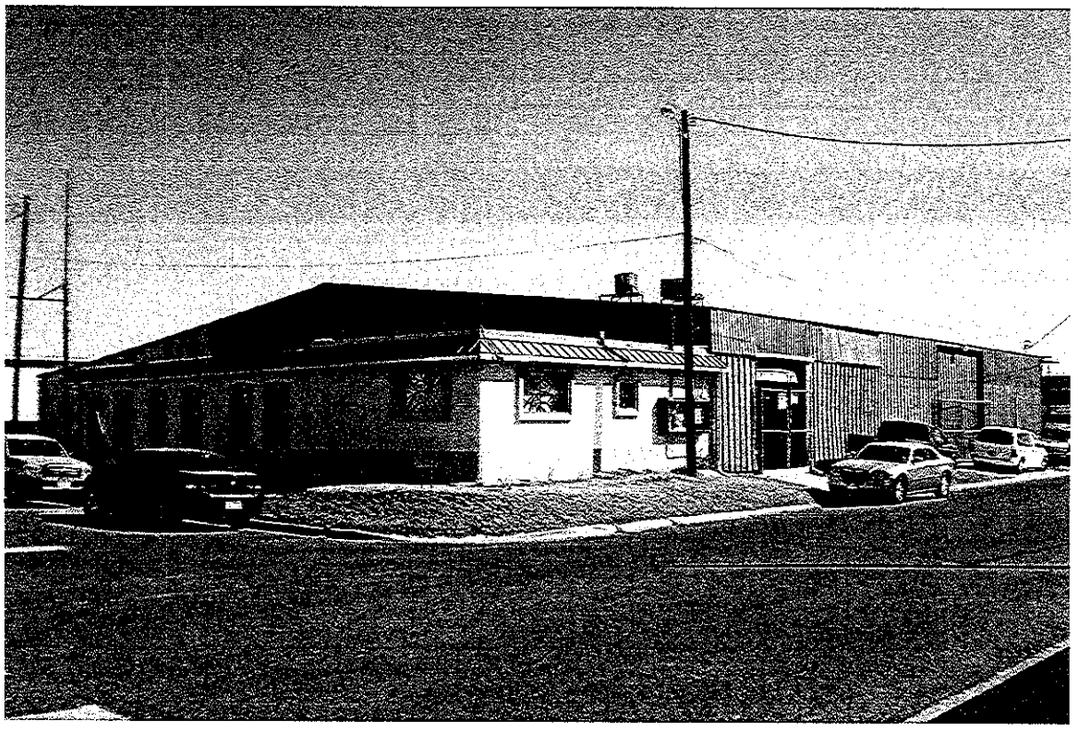
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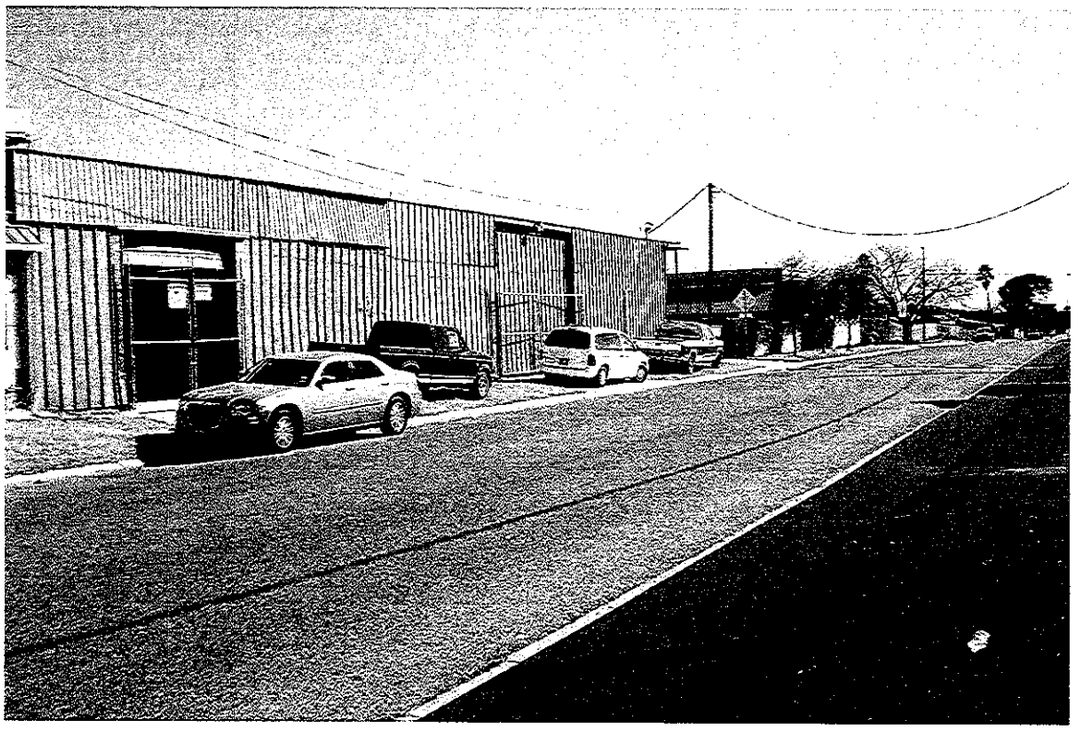
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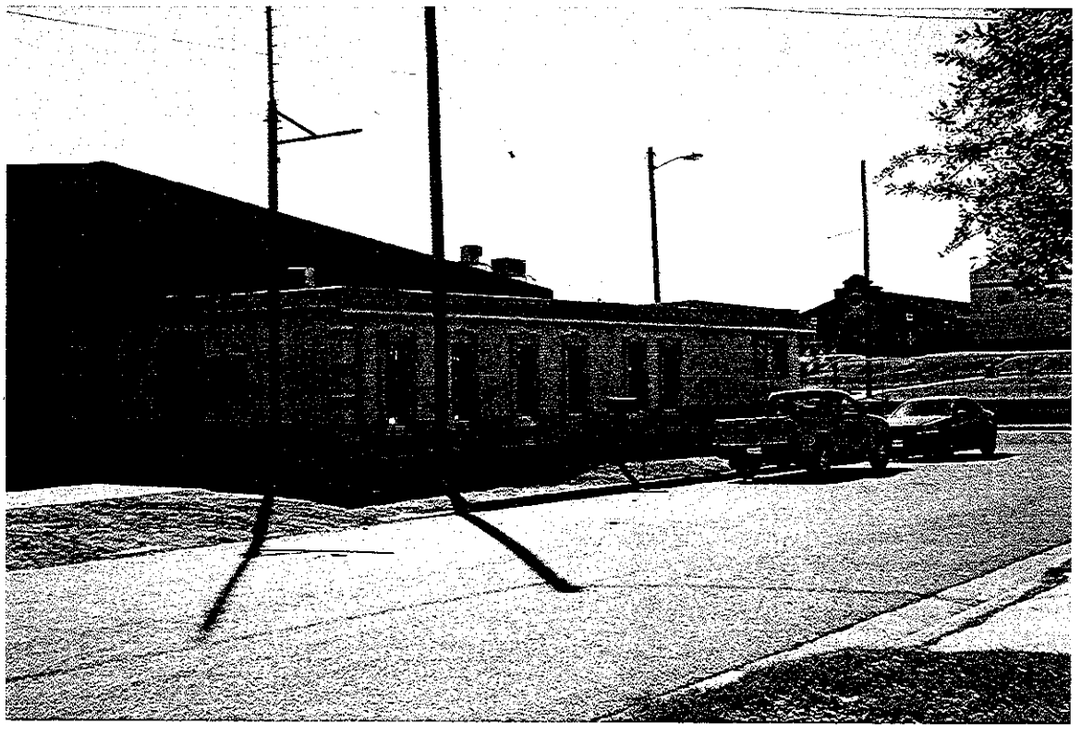
1 inch = 208 feet

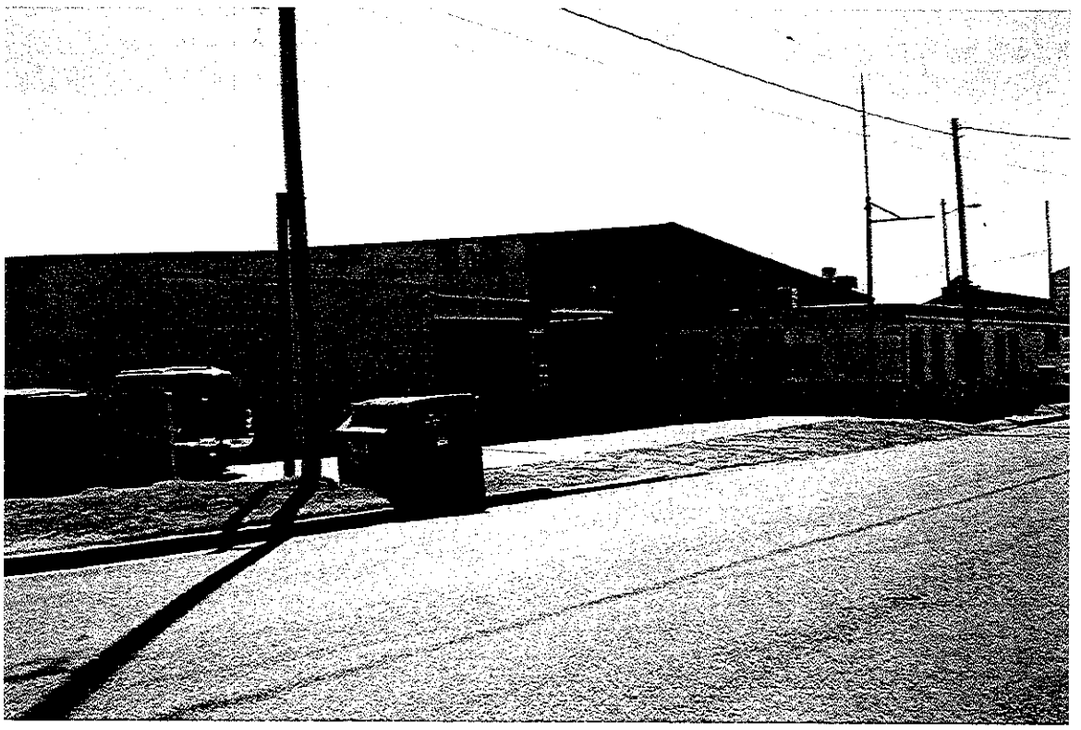

2
1386
5
1518-B
G
F
E
D
1518-B
C
VILLA WAY
1518-A
15 16 17 18 19 20 21
22 23 24 25 26 27 28
townhomes
14 13 12 11 10 9 8
7 6 5 4 3 2 1
MILLS AVE
TEXAS AVE
1 2 3 4 5 20 21
27 26 25 24 1535 23 22 28
townhomes
14 15 16
17 18 19
6 7 8 9 10 11 12 13
1666
Apts
vacant
MONTGOMERY ST
1387A
1A
Milton
Elementary
School
SF 1
SF 1-2
SF 2-3
SF 3-4
Apts 4
1536
SF
8 SF
8A SF
7 VAC
6 SF
5A SF
5 SF
1 Apts
Apts 8
1
Stripes/
2A Valero
gas
1665
We'll Wash
3A
ASH ST
office/
workroom
Apts 3 4
1537
8 SF
7 SF
6 SF
5 SF
SF 1
SF 2
SF 3
SF 4
Apts
1664
Apts 8
SF 9
7 VAC
SF 6
SF 5
LOUISIANA AVE
ELM ST
2-3
SF 3-4
SF 4
1389
7-6
SF 6-5
SF 5
1 SF
2 SF
3 SF
1514
4 SF
SF 8
SF 7
SF 6
SF 5
MILLS AVE
TEXAS AVE
SF 1
SF 2
Tx pictorial
3
4 MH converted to SF
1538
SF 8
SF 7
SF 6
SF 5
SF 1
SF 2
SF 3
1663
4
SF 8
7
6
5
Cecil
Auto Center
LOCUST ST
3
SF 4
SF 5
1390
SF 1
SF 2
SF 3
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2
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SF 4
James
Auto Working

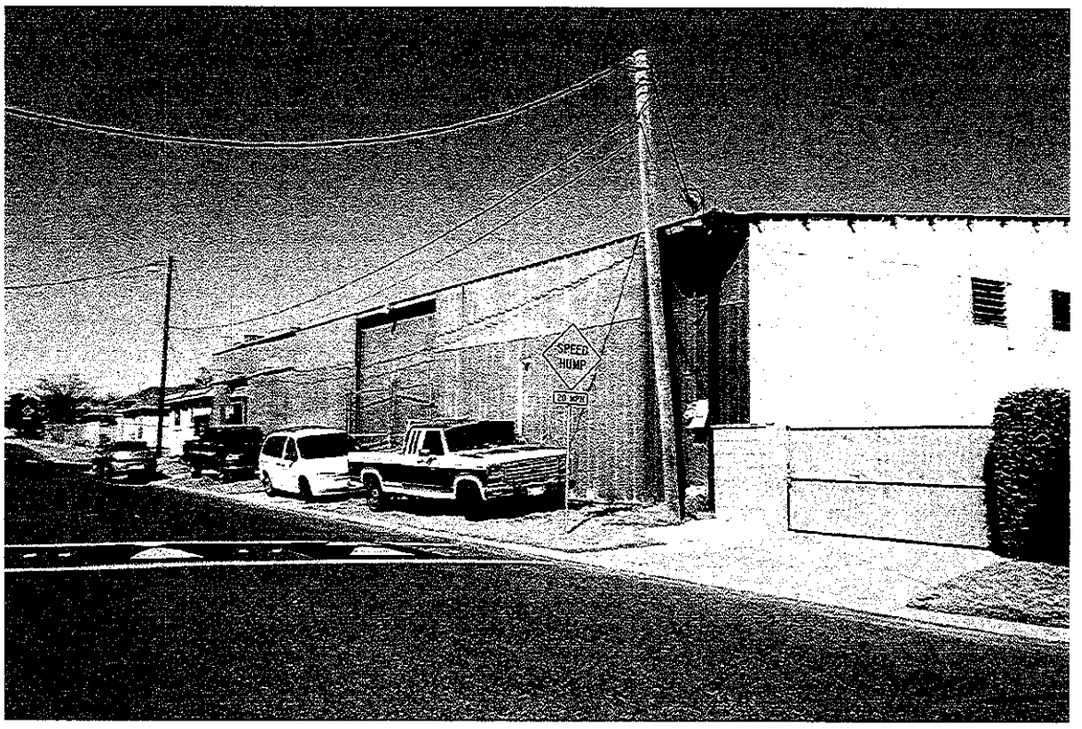

2601 E Ash St
ZC-04-2011
Request for C.U.P.(Conditional Use Permit)
NORTH
Lot 1 2601
Lot 1-2 2603
Lot 2-3 2605
Lot 3-4 2607
R-2
Lot 4 3420
Lot 1 2701
1536
LOUISIANA AVE 55.56'
Lot 8 2602
Lot 8A 2604
Lot 7 2606
Lot 6 2606
Lot 5A 2618
Lot 5 2620
B-1
Lot 8 3401
Lot 1A 2502
ASH ST 55.56'
R-1
Lot 1 2601
Lot 2 2601
Lot 3 2619
R-1
Lot 4 2619
Lot 1 2701
1537
Lot 8 2602
Lot 7 2606
Lot 6 2612
Lot 5 2620
Lot 8 3305
B-1
Lot 9 2702
R-1
ELM ST 55.56'
2509 Lot 2
Lot 3 2515
Lot 4 2519
TEXAS AVE 55.56'
Lot 1 2601
Lot 2 2605
Lot 3 2607
Lot 4 2611
Lot 1 2701
Legend
ZC-04-2011
ZoneDistricts- B/W
1 inch = 83 feet










SPEED
HUMP

The term of the agreement is for three (3) years effective January 1, 2011 and ending on December 31, 2013. Providing for rental and landing fee charges and incentives for adding new service to new destinations from the Laredo International Airport.

C C mtg 4/4/11

Motion to adopt Ordinance 2011-O-040.

Moved: Cm. Garza
Second: Cm. Liendo Espinoza
For: 8 Against: 0 Abstain: 0

2011-O-041 Authorizing the City Manager to execute a Lease Agreement with HEB Grocery Company, L.P., a Texas Limited Partnership, as LESSEE for an approximate 15,909.26 square feet tract of irregular shaped land located at the Laredo International Airport. The subject property will be used to create a drive-way, install store sign and for delivery truck staging area off Bustamante Street to access the HEB Store. The term is for thirty eight (38) years and two (2) months effective April 1, 2011 and ending on May 31, 2049. The annual rent shall be one thousand five hundred ninety dollars ($1,590.00); providing for an effective date.

Motion to adopt Ordinance 2011-O-041.

Moved: Cm. Garza
Second: Cm. Liendo Espinoza
For: 8 Against: 0 Abstain: 0

2011-O-042 Authorizing the City Manager to enter into and execute an Interlocal Governmental Agreement between the City of Laredo and Webb County regarding the disposition of parking tickets issued to a person summoned to the Webb County courthouse for jury selection; and the county will pay the City the sum of three-hundred dollars ($300.00) per year, commencing October 1, 2011 and every year during which this agreement remains in effect. (AS AMENDED)

Motion to adopt Ordinance 2011-O-042.

Moved: Cm. Garza
Second: Cm. Liendo Espinoza
For: 8 Against: 0 Abstain: 0

2011-O-043 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a roofing company on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 E. Ash Street; providing for publication and effective date.

Staff does not support the application and the Planning and Zoning Commission recommends denial of the zone change. District IV

Motion to adopt Ordinance 2011-O-043.

Moved: Cm. Garza
Second: Cm. Liendo Espinoza
For: 8 Against: 0 Abstain: 0

2011-O-044 An ordinance of the City of Laredo, Texas, establishing a settlement agreement regarding the statement of intent filed with the City of Laredo, Texas, by Centerpoint Energy Resources Corp., on or about December 3, 2010; establishing the effective date; repealing all ordinances in conflict herewith and providing for severability.

Motion to adopt Ordinance 2011-O-044.

Moved: Cm. Garza
Second: Cm. Liendo Espinoza
For: 8 Against: 0 Abstain: 0

X. RESOLUTIONS

10. 2011-R-026 Authorizing the City Manager to accept a grant in the amount of $9,000.00 from the Texas Department of Transportation for the enforcement of Vehicle Occupant Protection during the "Click it or Ticket" Campaign. This grant is for overtime salaries and fringe benefits and is funded 100% by the Texas Department of Transportation. (Approved by Operations Committee)

Motion to approve Resolution 2011-R-026.

Moved: Cm. Garza
Second: Cm. Liendo Espinoza
For: 8 Against: 0 Abstain: 0

11. 2011-R-027 Authorizing the City Manager to take all necessary actions to inform the Texas Legislature of our opposition to SB 1087, legislation that could result in the loss of Laredo's Institutional Network and to request the assistance of other Texas Cities and the Texas Municipal League to do the same.

Motion to approve Resolution 2011-R-027.

Moved: Cm. Garza
Second: Cm. Liendo Espinoza
For: 8 Against: 0 Abstain: 0

12. 2011-R-028 Authorizing the City Manager to enter into and execute a finance/ownership lease with Philpott Motors, Nederland, Texas and Baystone Financial, for the acquisition of thirty (30) police pursuit

CITY OF LAREDO
CITY COUNCIL MEETING
M-2011-R-06
AS AMENDED
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
APRIL 4, 2011
5:30 P.M.

I. CALL TO ORDER

With a quorum present Mayor Raul G. Salinas called the meeting to order.

II. PLEDGE OF ALLEGIANCE

Mayor Raul G. Salinas led in the pledge of allegiance.

III. ROLL CALL

In attendance:

Raul G. Salinas,	Mayor
Mike Garza,	Council Member, District I
Esteban Rangel,	Council Member, District II
Alejandro Perez Jr.,	Council Member, District III
Juan Narvaez,	Council Member, District IV
Johnny Rendon,	Mayor Pro Tempore, District V
Charlie San Miguel,	Council Member, District VI
Jose A. Valdez, Jr.,	Council Member, District VII
Cynthia Liendo Espinoza,	Council Member, District VIII
Gustavo Guevara, Jr.,	City Secretary
Carlos Villarreal,	City Manager
Cynthia Collazo,	Deputy City Manager
Horacio De Leon,	Assistant City Manager
Jesus Olivares,	Assistant City Manager
Raul Casso,	City Attorney

Motion to excuse Cm. Liendo Espinoza.

Moved: Cm. Garza
Second: Cm. Rangel
For: 7 Against: 0 Abstain: 0

IV. MINUTES

Approval of the minutes of March 21, 2011

Motion to approve the minutes of the March 21, 2011 meeting.

Moved: Mayor Pro Tempore Rendon

COUNCIL COMMUNICATION

Date:	SUBJECT: FINAL READING OF ORDINANCE NO. 2011-O-043
4/04/2011	Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a roofing company on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 E. Ash Street; providing for publication and effective date. **(As Amended)** Staff does not support the application and the Planning and Zoning Commission recommends denial of the Conditional Use Permit. District IV ZC-04-2011

Initiated by:	**Staff source:**
Juan J. Flores	Nathan R. Bratton, Interim Planning Director

Prior action: The current item was introduced by Juan Narvaez at the regular Council meeting of 3/21/11. Previous City Council activity included approving a zone change from R-1 to M-1 (Ord. No. 84-O-222) and approving a zone change from M-1 to R-1 (Ord. No. 98-O-017). A public hearing and introduction of an ordinance for an R-1 to B-1 zone change was withdrawn from Council's agenda at their meeting of 10/6/2008, due to a failure to obtain the 6 votes required by Council.

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Proposed use: Roofing Company

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Letters sent to surrounding property owners: 24 In Favor: 1 Opposed: 3

STAFF COMMENTS

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(Continued on next page)

P&Z COMMISSION RECOMMENDATION:	**STAFF RECOMMENDATION:**
The P & Z Commission, in a **6** to **0** vote, recommended **denial** of the zone change.	Staff **does not support** the proposed zone change.

Staff Comments (cont.)

1. The C.U.P. shall be issued to Juan J. Flores, and is nontransferable.
2. The C.U.P. is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes.
3. The C.U.P. is restricted to the activities described in letter, Exhibit "B", which is made part hereof for all purposes.
4. Provide parking spaces in compliance with the Laredo Land Development Code.
5. Employee, business, and customer vehicles may not be stored or parked along public right-of-way.
6. All parking, including customer parking, shall be on-site.
7. All areas used for parking or maneuvering shall be paved.
8. Business operation shall be from Monday through Saturday, 7:00 a.m. through 7:00 p.m.
9. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
10. Signage is limited to the maximum allowed in a B-1 zone district.
11. Overhead lighting is prohibited.
12. The permit is granted for the roofing company only, with no other activities occurring simultaneously. Should the activity cease, the underlying zoning's uses will be reinstated.

In addition, the City Attorney's office recommends the following conditions:

13. Loitering is prohibited on the premise, sidewalks or adjacent property under the control of the business owner. Loitering is defined as: "To delay an activity with aimless idle stops and pauses; To remain in an area for no obvious reason."
14. At no time shall any commercial vehicle otherwise subject to the City of Laredo's truck routes, including all trucks, dump trucks, double bottom trucks, pole trailers, semi-trailers, tank vehicles, truck tractors, wreckers, or any other vehicle designed, used or maintained primarily for the transportation of property including, but not limited to raw materials, products, commodities or other commercial items, be permitted access to the property at 2601 East Ash Street to load, unload or provide any other service. It shall be the sole obligation of Juan J. Flores to immediately notify all drivers and make alternative arrangements.

ORDINANCE NO. 2011-O-043

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A ROOFING COMPANY ON LOTS 1 AND 2, BLOCK 1537, EASTERN DIVISION, LOCATED AT 2601 E. ASH STREET; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE. **(AS AMENDED)**

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a roofing company on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 E. Ash 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 February 18, 2011; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** 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 March 21, 2011, on the request and finds the Conditional Use Permit amendment appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for a roofing company on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 E. Ash Street.

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

1. The C.U.P. shall be issued to Juan J. Flores, and is nontransferable.
2. The C.U.P. is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes.
3. The C.U.P. is restricted to the activities described in letter, Exhibit "B", which is made part hereof for all purposes.
4. Provide parking spaces in compliance with the Laredo Land Development Code.
5. Employee, business, and customer vehicles may not be stored or parked along public right-of-way.
6. All parking, including customer parking, shall be on-site.
7. All areas used for parking or maneuvering shall be paved.
8. Business operation shall be from Monday through Saturday, 7:00 a.m. through 7:00 p.m.
9. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
10. Signage is limited to the maximum allowed in a B-1 zone district.
11. Overhead lighting is prohibited.
12. The permit is granted for the roofing company only, with no other activities occurring simultaneously. Should the activity cease, the underlying zoning's uses will be reinstated.

In addition, the City Attorney's office recommends the following conditions:

13. Loitering is prohibited on the premise, sidewalks or adjacent property under the control of the business owner. Loitering is defined as: "To delay an activity with aimless idle stops and pauses; to remain in an area for no obvious reason."
14. At no time shall any commercial vehicle otherwise subject to the City of Laredo's truck routes, including all trucks, dump trucks, double bottom trucks, pole trailers, semi-trailers, tank vehicles, truck tractors, wreckers, or any other vehicle designed, used or maintained primarily for the transportation of property including, but not limited to raw materials, products, commodities or other commercial items, be permitted access to the property at 2601 East Ash Street to load, unload or provide any other service. It shall be the sole obligation of Juan J. Flores to immediately notify all drivers and make alternative arrangements.

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

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

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

1. Criteria

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

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

2. Procedures

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

A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue

the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2011.

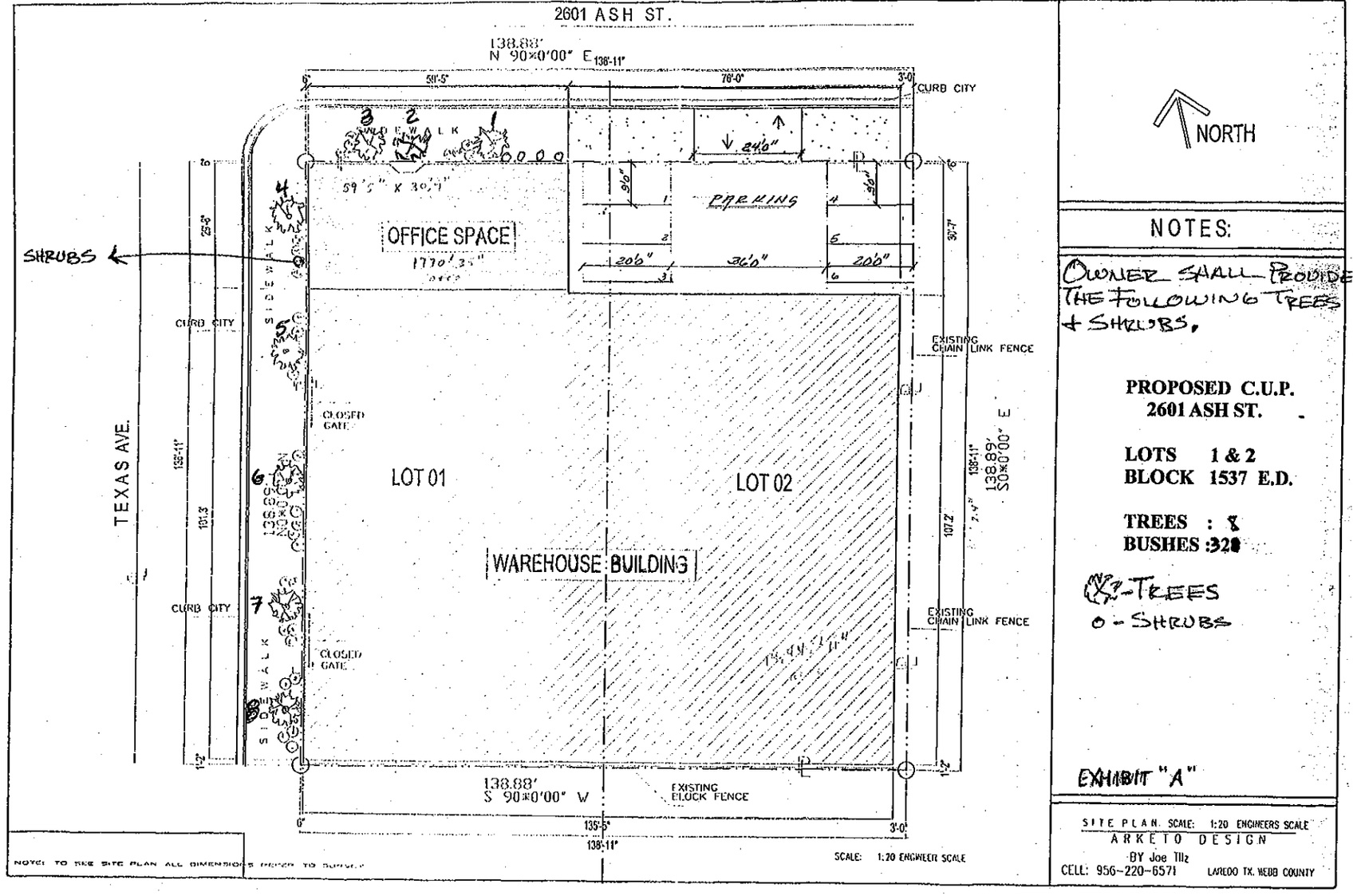
_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
RAUL CASSO
CITY ATTORNEY



NORTH

NOTES:

OWNER SHALL PROVIDE THE FOLLOWING TREES + SHRUBS,

PROPOSED C.U.P.
2601 ASH ST.

LOTS 1 & 2
BLOCK 1537 E.D.

TREES : 8
BUSHES : 32

8 - TREES
0 - SHRUBS

EXHIBIT "A"

SITE PLAN. SCALE: 1:20 ENGINEERS SCALE
ARKETO DESIGN
BY Joe Tllz
CELL: 956-220-6571 LAREDO TX. WEBB COUNTY

CITY OF LAREDO
CITY COUNCIL MEETING
M-2011-S-01
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
MARCH 21, 2011
5:30 P.M.

SUPPLEMENTAL AGENDA

I. PUBLIC HEARING

1. Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a roofing company on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 E. Ash Street; providing for publication and effective date.

   Staff does not support the application and the Planning and Zoning Commission recommends denial of the Conditional Use Permit. District IV

   Motion to open the public hearing.

   Moved: Cm. Garza
   Second: Cm. Liendo Espinoza
   For: 8 Against: 0 Abstain: 0

   Mr. Jesus Flores stated that they bought that property from the sellers for a warehouse and that what was happening was not their fault. He explained that their paperwork had all been for commercial use and that no one had informed them that the zoning was residential rather than commercial. He went on to say that they had obtained remodeling permits from the City of Laredo but then were denied other permits. He complained that he had been confused both by the seller and by the City of Laredo.

   Cm. Narvaez suggested changing the business hours to 7am – 7pm.

   Cm. Narvaez requested that this item be tabled for 30 minutes.

   Motion to close the public hearing and introduce as amended to eliminate item #13 of the Conditional Use Permit and extend the business hours from 7am-7pm and go against the recommendation of the Planning and Zoning Commission and staff.

   Moved: Cm. Narvaez
   Second: Cm. Garza
   For: 8 Against: 0 Abstain: 0

   Ordinance Introduction: Cm. Narvaez

COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE
3/21/11	Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a roofing company on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 E. Ash Street; providing for publication and effective date. Staff does not support the application and the Planning and Zoning Commission recommends denial of the Conditional Use Permit.
	District IV ZC-04-2011

Initiated by:	Staff source:
Juan J. Flores	Nathan R. Bratton, Interim Planning Director

Prior action:
Previous City Council activity included approving a zone change from R-1 to M-1 (Ord. No. 84-O-222) and approving a zone change from M-1 to R-1 (Ord. No. 98-O-017). A public hearing and introduction of an ordinance for an R-1 to B-1 zone change was withdrawn from Council's agenda at their meeting of 10/6/2008, due to a failure to obtain the 6 votes required by Council.

BACKGROUND

Council District: IV – Juan Narvaez

Proposed use: Roofing Company

Site: The site is occupied by J. J. Flores Roofing and Construction commercial building with office.

Warnings/Citations: The case is currently in litigation with the City. On seven separate occasions, the business received warnings and/or citations for one or more of the following reasons: permitting the operation of a roofing and construction business in an R-1 (Single Family Residential) District; permitting the storing of construction equipment and materials in an R-1 (Single Family Residential) District; and parking and/or storing vehicles associated with business in an R-1 (Single Family Residential) District.

Prior Planning and Zoning Commission action: November 11, 1984, request for a zone change from R-1 (Single Family Residential District) to M-1 (Light Manufacturing District); Planning & Zoning Commission recommended denial. March 5, 1998, request for a zone change from M-1 to R-1; Planning & Zoning Commission voted to recommend approval. September 4, 2008, request for a CUP for a roofing and construction company; Planning & Zoning Commission recommended denial.

Surrounding land uses: To the north are single-family residences, apartments, a Stripes convenience store, and We'll Wash Laundry. To the east are single-family dwellings and apartments. Texas Pictorial is to the south; however, the prevailing use south of the property is single-family residential. Milton Elementary School is on the block adjacent to the west of the property.

Comprehensive Plan: The Comprehensive Plan identifies this area as Low Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan does not identify either E. Ash Street or Texas Avenue.

Letters sent to surrounding property owners: 24 In Favor: 1 Opposed: 3

STAFF COMMENTS

Staff does not support the proposed Conditional Use Permit at this location. The business is situated next to a school and within a well-established single family residential area. A roofing company is not compatible with the surrounding land uses. If the Council would like to consider the issuance of a Conditional Use Permit, Staff recommends the following provisions to preserve the integrity of the neighborhood:

(Continued on next page)

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in a 6 to 0 vote, recommended **denial** of the zone change.	Staff **does not support** the proposed zone change.

CC Comm ★ Intro –

to go final

COUNCIL COMMUNICATION

AS AMENDED

Staff Comments (cont.)

1. The C.U.P. shall be issued to Juan J. Flores, and is nontransferable.
2. The C.U.P. is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes.
3. The C.U.P. is restricted to the activities described in letter, Exhibit "B", which is made part hereof for all purposes.
4. Provide parking spaces in compliance with the Laredo Land Development Code.
5. Employee, business, and customer vehicles may not be stored or parked along public right-of-way.
6. All parking, including customer parking, shall be on-site.
7. All areas used for parking or maneuvering shall be paved. 7am
8. Business operation shall be from Monday through Saturday, 8:00 a.m. through 7:00 p.m.
9. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
10. Signage is limited to the maximum allowed in a B-1 zone district.
11. Overhead lighting is prohibited.
12. The permit is granted for the roofing company only, with no other activities occurring simultaneously. Should the activity cease, the underlying zoning's uses will be reinstated.
13. ~~The permit is granted for a period of two (2) years.~~

In addition, the City Attorney's office recommends the following conditions:

14. Loitering is prohibited on the premise, sidewalks or adjacent property under the control of the business owner. Loitering is defined as: "To delay an activity with aimless idle stops and pauses; To remain in an area for no obvious reason."
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5 spreads

on Tues 3/22/11 for list of approved trees + portion of Land Dev Code to them

AK done by 4/30

February 3, 2011

Re: C. U . P

To whom it may concern:

My name is Juan J. Flores, and I am the owner of the business known as JJ FLORES ROOFING & CONSTRUCTION, located at 2601 Ash St., my business consists of roofing repairs. The Company operates with 8 employees and 7 work trucks which employees take home at the end of the day, the hours of operation are from 8 a.m. to 7 p.m. Monday-Friday. Thank you for your consideration, if you need additional information please call my office.

Sincerely,



Juan J. Flores
J.J. Flores Roofing & Construction.

EXHIBIT "B"

CITY OF LAREDO
AGENDA ITEM ROUTING FORM

Deadline: Wednesday –9:00 a.m. – Finance Department

MEETING DATE: 4 April 2011

DEPARTMENT: Planning

Item Author: Renée LaPerrière
Please print name.

Office No.: 794-1620

Cell phone No.: —

Fax No.: 794-1624
Do not leave blank.

Director's Approval: Nathan R. Brott

___ LATE ITEM **(City Manager's signature required)**

Approved: _____

Date of approval: _____

SUBJECT:

___ Public hearing no!

___ Introductory ordinance no!

___ Resolution # _____

X Final Reading # 2011-0-043 yes!

___ Motion

___ Executive Session

X COUNCIL COMMUNICATION yes!

LEGAL DEPARTMENT

Date/Time Received: _____

___ Pending Corrections

***Attorney's signature**: _____

Date completed: _____

CONTRACTS:

___ First-time routing, only 1 copy for review is needed

___ Attorney's signature

___ Attested by City Secretary signature line

___ Second-time routing, upon council approval, 3 originals must be signed

FINANCIAL SERVICES DEPARTMENT

Date/Time Received: _____

___ Pending Corrections

Payroll Manager: _____

***Accountant:** _____

***Finance Director**: _____

Date completed: _____

BUDGET DEPARTMENT:

___ Budget Amendment Required
___ Approved
___ Pending Corrections
___ Completed on _____

***Budget Director:** _____

Date completed: _____

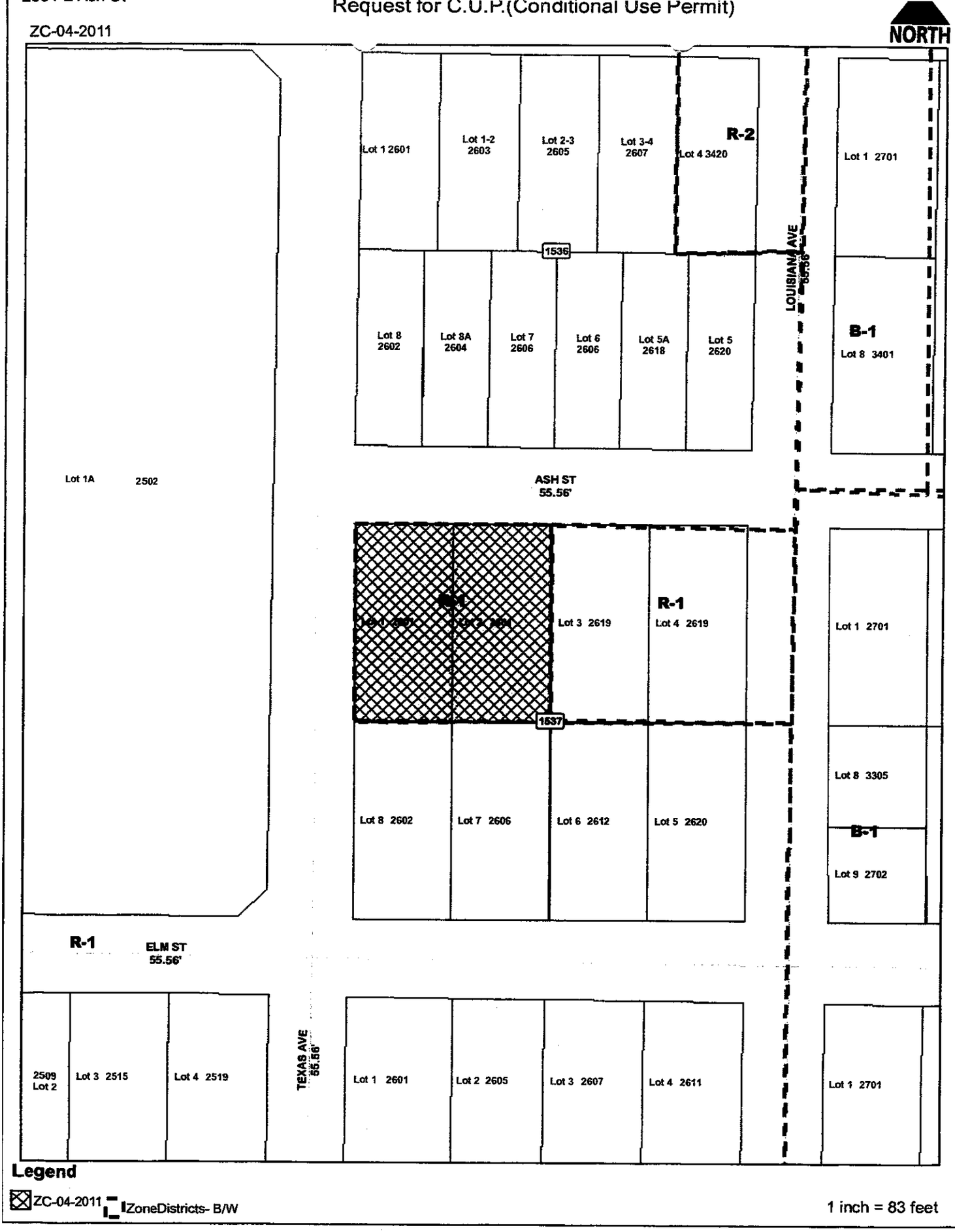
COMMENTS:

_____

_____

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

ZC-04-2011



Legend

ZC-04-2011 ZoneDistricts- B/W

1 inch = 83 feet

ORDINANCE NO. 2011-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A ROOFING COMPANY ON LOTS 1 AND 2, BLOCK 1537, EASTERN DIVISION, LOCATED AT 2601 E. ASH STREET; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a roofing company on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 E. Ash 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 February 18, 2011; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** 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 March 21, 2011, on the request and finds the Conditional Use Permit amendment appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for a roofing company on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 E. Ash Street.

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1. The C.U.P. shall be issued to Juan J. Flores, and is nontransferable.
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13. The permit is granted for a period of two (2) years.

In addition, the City Attorney's office recommends the following conditions:

14. Loitering is prohibited on the premise, sidewalks or adjacent property under the control of the business owner. Loitering is defined as: "To delay an activity with aimless idle stops and pauses; to remain in an area for no obvious reason."
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Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

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

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

1. Criteria

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

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

2. Procedures

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

A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
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C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue

the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2011.

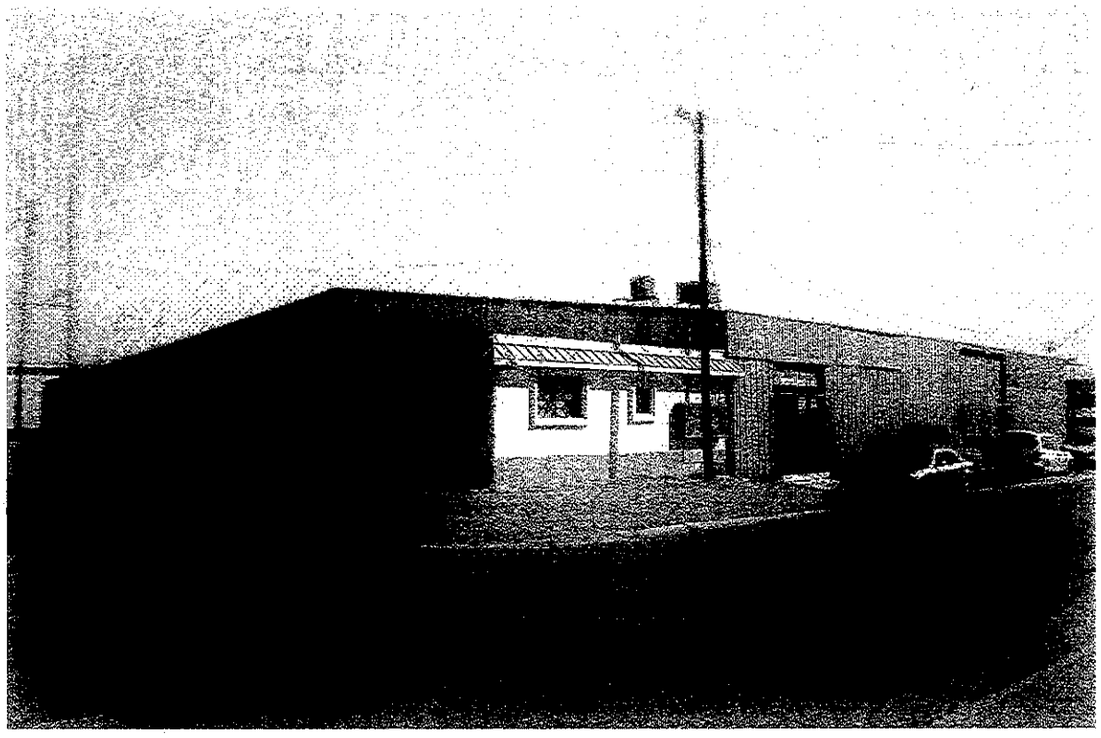
_____
RAUL G. SALINAS
MAYOR

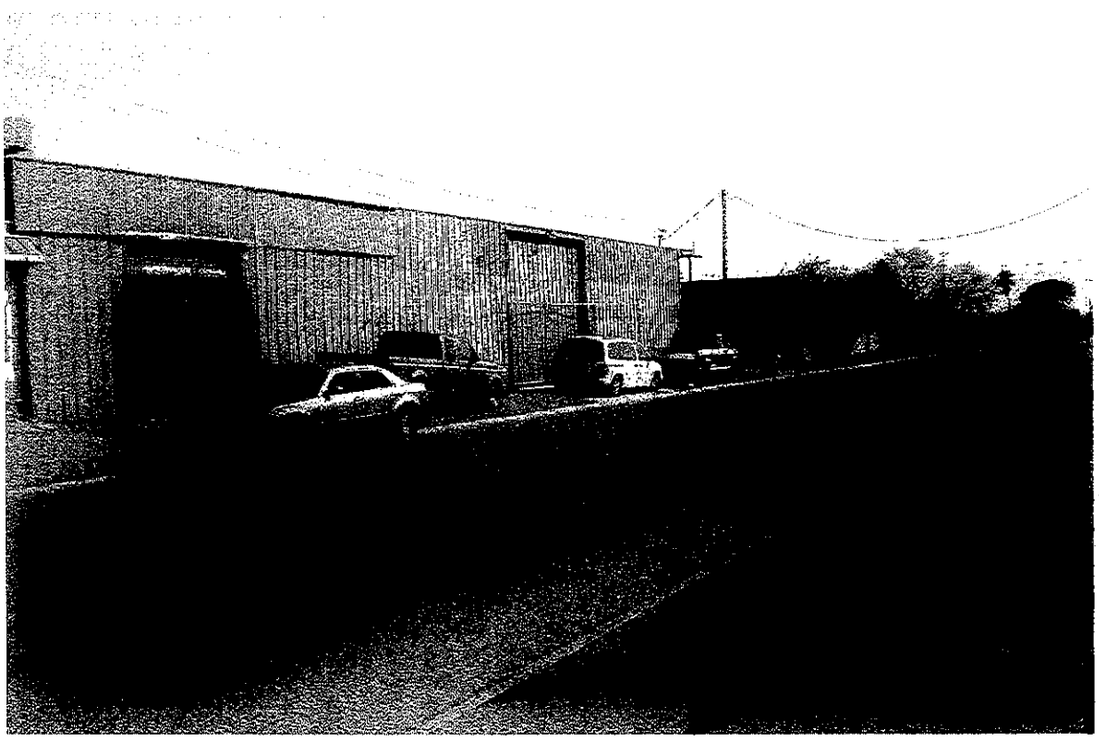
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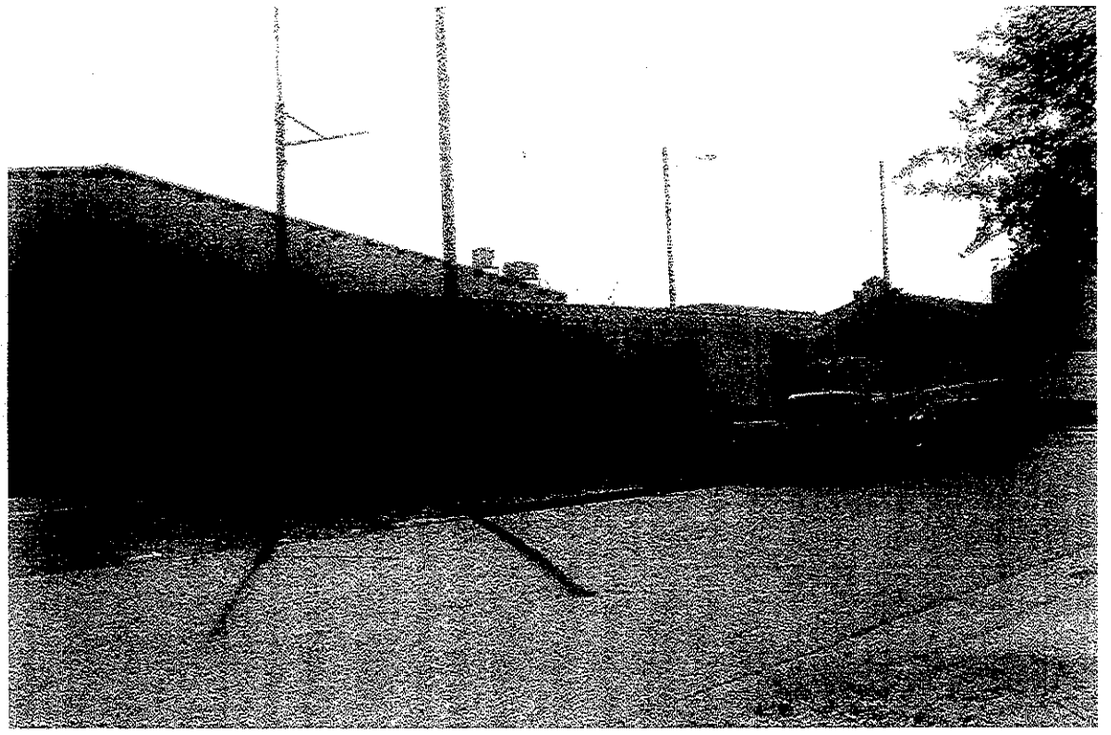
_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

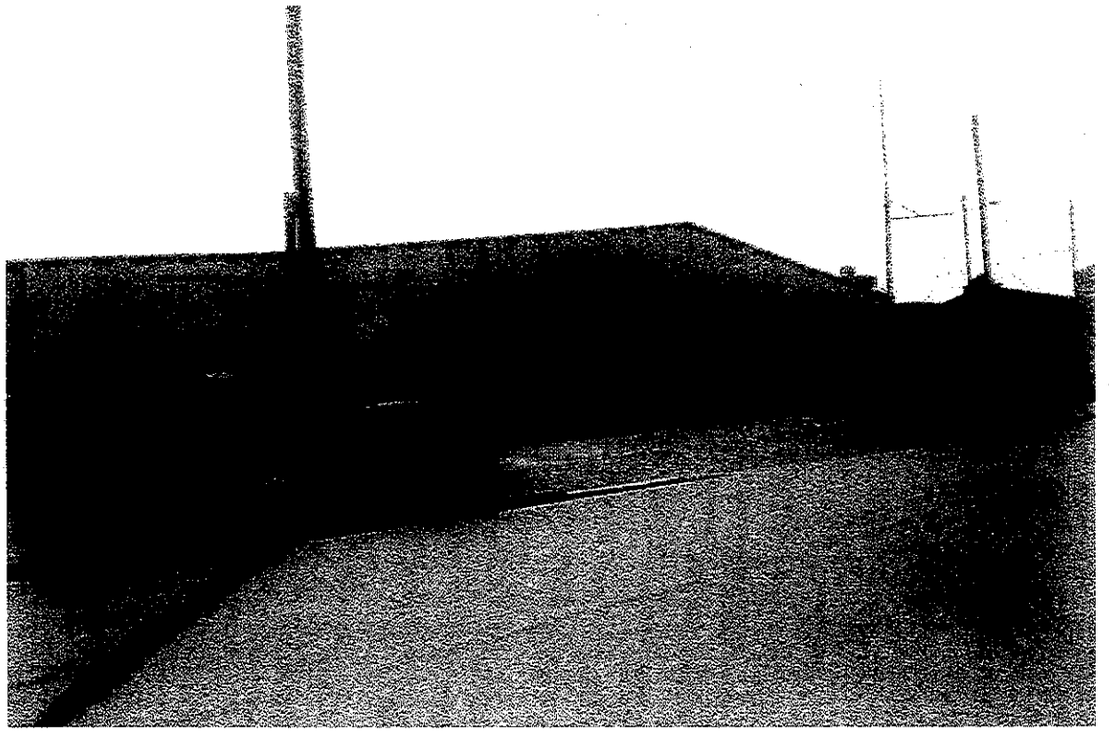
APPROVED AS TO FORM:

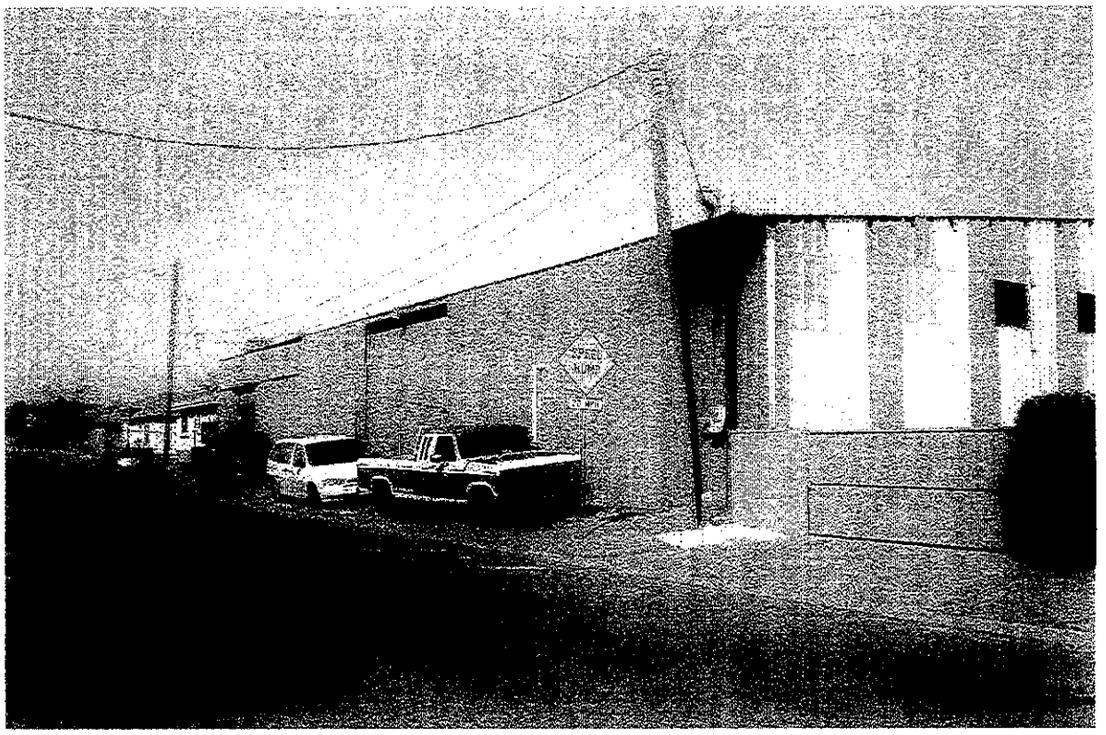
_____
RAUL CASSO
CITY ATTORNEY










SPEED
BUMP

LMT 3/6/2011

UNITED INDEPENDENT SCHOOL DISTRICT

REQUEST FOR COMPETITIVE SEALED BIDS/PROPOSALS/QUALIFICATIONS

United Independent School District will solicit and receive Qualification Statements / Sealed Proposals for:

RFP NO: **DESCRIPTION**
RFQ 015-2011 **DELINQUENT TAX COLLECTION ATTORNEY**
DUE DATE AND TIME: **WEDNESDAY, MARCH 23, 2011 @ 3:00 PM**

Specifications may be obtained from United ISD Purchasing Department, 3501 E. Saunders, Laredo, Texas 78041, or from our website at www.uisd.net. Properly sealed and marked responses shall be received at the United ISD, Purchasing Department NO LATER THAN the dates and times stated above for each RFQ / RFP listed. **FOR MORE INFORMATION, PLEASE CALL OUR OFFICE AT (956) 473-7921.** Note: UISD will be closed the week of March 14 th through March 18th and we will resume our regular business hours on Monday, March 21, 2011

L-94

PUBLIC NOTICE – FACILITY SPACE RENTAL NEEDED

TMC – HEALTHY MARRIAGE DEVELOPMENT PROGRAM is currently seeking a facility rental space to conduct HMDP – WOR and WMR Workshops every Saturday during the months of March through July, 2011.

Space Requirements are as follows:
2-Conference rooms (60 people per room)
2-Classrooms (40 children per room)
1 or 2-Restrooms
1-Food service area (minimum requirements to include sink and refrigerator)

Interested individuals/companies may contact the Purchasing Department at the TMC at 956-722-5174, Ext. 1156 and 1158 (FAX: 956-722-0803) to request additional information regarding the above-referenced

llame (956)206-3943

Venta de casas nuevas y usadas en el area de Las Minas, infomes al (956)401-1573

[redacted]

3bd 2bth CONDO private patio and stairs, centrally located, $122K OBO. Call (956) 206-0885

Nuevo Laredo, Vendo Condominio! 2rec/1.5ba, sala, cocina, comedor, estacionamento privado, $28,900 inf: 956-237-2377

Very nice 2 story, Corner Townhome, 3 bedroom, 2.5 bath, large fenced back yard, tiled floors, W/D, connection. 3119 Market #1, $74,900 cash call 740-0700 (Owner Financing Available)

VERY NICE! GATED Townhome, 3bd, 2.5ba, W/D connection, A/c, fenced private backyard, OWNER FINANCING AVAILABLE with $10,000DN $99,000 cash price, 201 Abigail Call 956-740-0700

[redacted]

1997 Fleetwood Mobile home. 28x76. Located in Oilton Texas. New roof & tile floors, burglar bars. 2 new C/a unit... $30,000 , or best offer. 744-5755

MINES RD. AREA Mobile Home 3bd 2bth w/lot excellent cond., many extras, $49,500 cash, no bank financing. Call 744-775 or 333-8892

BOND AMT: $0
CN: 2011230400016301, 12/29/2010, 49 EA, BEDROOM FURNITURE, 1 EA, 2005 STOUGHTON TRAILER VIN: 1DW1A53285S790245, 19USC1595A (A) AND 21USC881, BOND AMT: $3450
CN: 2011230400018001, 1/9/2011, 1 EA, 2004 VOLKSWAGON TOURAG VIN: WVGCM77L04D085989, SECTION 274(A) OF THE IMMIGRATION AND NATIONALITY ACT (INA), 8USC1324 (A) & (B), (CONVEYANCE), BOND AMT: $0
Liza Lopez
Fines, Penalties and Forfeitures Officer

L-85

UNITED INDEPENDENT SCHOOL DISTRICT

REQUEST FOR COMPETITIVE SEALED BIDS/PROPOSALS/QUALIFICATIONS

United Independent School District will solicit and receive Qualification Statements / Sealed Proposals for:

CSP NO:	**DESCRIPTION CSP 007-2011 LBJ HIGH SCHOOL PARKING LOT AND FUTURE PRACTICE FIELD**
PRE-PROPOSERS CONFERENCE	**WEDNESDAY, MARCH 23, 2011 @ 3:00 PM**
DUE DATE AND TIME:	**WEDNESDAY, MARCH 30, 2011 @ 3:00 PM**
CSP 002-2011	**FIRE ALARM UPGRADES FOR FIVE CAMPUSES: KENNEDY-ZAPATA, JUAREZ LINCOLN, NEWMAN, KAZEN ELEMENTARY, AND BRANTLEY HALL AT NYE ELEMENTARY**
PRE-PREPOSERS CONFERENCE	**WEDNESDAY, MARCH 23, 2011 @ 10:00 AM**
DUE DATE AND TIME:	**WEDNESDAY, MARCH 30, 2011 @ 3:00 PM**
CSP 004-2011	**TECHNOLOGY MDF ROOM UPGRADES FOR SIX CAMPUSES: PEREZ, GUTIERREZ, SALINAS ELEMENTARY SCHOOLS, UNITED SOUTH, SALVADOR GARCIA, WASHINGTON MIDDLE SCHOOLS**
PRE-PREPOSERS CONFERENCE	**WEDNESDAY, MARCH 23, 2011 @ 11:00 AM**
DUE DATE AND TIME:	**WEDNESDAY, MARCH 30, 2011 @ 3:00 PM**

Project Documents may be obtained upon receipt of $100.00 for each project set, from the United ISD Service Center – Purchasing Department, 3501 E. Saunders, Laredo, TX 78041, beginning on Monday, February 28, 2011 between the hours of 8:00 a.m. to 5:00 p.m. Monday – Friday. Accepted forms of payment include Cashier's Check, Money Order,

PUBLIC NOTICE

Written notice is hereby given of a City Council Meeting to be held March 21, 2011, at 5:30 P.M. in the City Council Chambers, located at 1110 Houston St. The following will be discussed:

Public hearing and introduction of an ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning the south 2/3 of Lot 1, Block 927, Western Division, located at 3602 Santa Maria Avenue, from B-1 (Limited Commercial District) to B-3 (Community Business District).

a. Public Hearing

Public hearing and introduction of an ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for the storage of flammable and explosive products on Lot 2, Block 1, Las Lomas Industrial Park Phase I, located at 104 South Aviators Road.

a. Public Hearing

Public hearing and introduction of an ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a roofing company on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 E. Ash Street.

a. Public Hearing

L-08

[redacted]

Thornton Ranch Sales
53 AC. FT. EAA WATER RIGHTS
SEGUIN-729-Showplace, 88 ac. lake
FREDRICKSBURG-421-Houses, lakes
FREDRICKSBURG-96-Many Oaks-HF
GONZALES-511Creek, irrig. Well
ZAPATA Co.-2864-Lake, Brush, Deer
JUNCTION-4-So. Llano Rvr, 2 cbns
KERRVILLE-192-Oaks, Hwy Front

CITY OF LAREDO
PLANNING DEPARTMENT

FAX TRANSMITTAL

Please deliver this fax to:

NAME MR. Flores

COMPANY/ DEPARTMENT Flores Roofing Co.

DATE 3/23/11

FROM Renée LaPerrière

RECEIVING FAX NUMBER 725-1484

TOTAL NO. OF PAGES SENT (INCLUDING COVER SHEET) 1+8=9

Please call (956) 794-1613 if problems occur with transmission of this fax.
Our fax number is (956) 794-1624.

MESSAGE:

Hi! Here are: ① the transmittal communication for the C.U.P. ordinance, and ② the C.U.P. ordinance with Exhibits "A" & "B" (which are included as part of the ordinance). The conditions reflect what was voted on (& approved) by Council.

The final reading of this ordinance will be at the April 4th Council meeting. After that, it will probably take a week before a signed copy of the ordinance is available. Please call me if you have any questions.

Renée 794-1620

1120 San Bernardo Ave. P.O. Box 579 Laredo, Texas 78042-0579 (956) 794-1613 Fax (956) 794-1624

TRANSMISSION VERIFICATION REPORT

TIME : 03/23/2011 12:01
NAME : CITY OF LDO/PLANNING
FAX : 956-794-1624
TEL : 956-794-1613
SER.# : 000G9N956859

DATE,TIME	03/23 12:00
FAX NO./NAME	97251484
DURATION	00:01:27
PAGE(S)	09
RESULT	OK
MODE	STANDARD ECM

CITY OF LAREDO

PLANNING DEPARTMENT

FAX TRANSMITTAL

Please deliver this fax to:

NAME MR. Flores

COMPANY/ DEPARTMENT Flores Roofing Co.

DATE 3/23/11

FROM Renée LaPerrière

RECEIVING FAX NUMBER 725-1484

TOTAL NO. OF PAGES SENT (INCLUDING COVER SHEET) 1+8=9

Please call (956) 794-1613 if problems occur with transmission of this fax.
Our fax number is (956) 794-1624.

TRANSMISSION VERIFICATION REPORT

TIME : 03/22/2011 09:00
NAME : CITY OF LDO/PLANNING
FAX : 956-794-1624
TEL : 956-794-1613
SER.# : 000G9N956859

DATE,TIME	03/22 08:59
FAX NO./NAME	97251484
DURATION	00:01:06
PAGE(S)	07
RESULT	OK
MODE	STANDARD ECM

CITY OF LAREDO

PLANNING DEPARTMENT

FAX TRANSMITTAL

Please deliver this fax to:

NAME Mr. Juan Flores

COMPANY/ DEPARTMENT Flores Roofing

DATE 3/22/11

FROM Renée LaPerrière 794-1620

RECEIVING FAX NUMBER 725-1484

TOTAL NO. OF PAGES SENT (INCLUDING COVER SHEET) 1+2+3=07

Please call (956) 794-1613 if problems occur with transmission of this fax.
Our fax number is (956) 794-1624.

CITY OF LAREDO
PLANNING DEPARTMENT

FAX TRANSMITTAL

Please deliver this fax to:

NAME Mr. Juan Flores

COMPANY/ DEPARTMENT Flores Roofing

DATE 3/22/11

FROM Renée LaPerrière 794-1620

RECEIVING FAX NUMBER 725-1484

TOTAL NO. OF PAGES SENT (INCLUDING COVER SHEET) 1+2+3=6 7

Please call (956) 794-1613 if problems occur with transmission of this fax.
Our fax number is (956) 794-1624.

MESSAGE: The portions of the Land Development Code's section on trees which are important to this case have been circled. Your site plan indicates where you will plant them; get back with me if you have any questions or concerns about this. I'm also including the list of approved trees/shrubs.

Please feel free to call me if you have any questions. As soon as I have the ~~re~~ amendments to the conditions, I will fax you a copy of the communication. Thanks, Renée 794-1620

1120 San Bernardo Ave. P.O. Box 579 Laredo, Texas 78042-0579 (956) 794-1613 Fax (956) 794-1624

City of Laredo
Land Development Code

SECTION 24.83

TREES AND SHRUBS

see next page

Section 24.83.1 STREET TREE PLANTING REQUIRED IN NEW SUBDIVISIONS

(1) The owner or subdivider of property in new subdivisions shall plant, or require the planting of the total number of street trees (T) required under the following calculations, whichever is greatest:

(a) T = (X x 2)/30 in the case of a street dedication plat and/or where the property to be platted lies adjacent to both sides of a public street. X will represent the length of the public street measured in linear feet at the centerline of the street or thoroughfare; or

(b) T = X/30 where the property to be platted lies adjacent to only one side of a public street or thoroughfare. X shall represent the length of the public street or thoroughfare measured in linear feet at the centerline of the street and adjacent to the property; or

(c) T = Y x 2 where the property is proposed to be platted into single-family residential lots. Y shall represent the number of single family residential lots included in the proposed plat.

(2) Where the subdivider proposes that the trees required under this section are to be planted in conjunction with construction or development of the property, this requirement shall be noted on the plat. Such note shall not relieve the subdivider of the responsibility to plant trees along any collector or arterial where a new single family residential subdivision abuts a collector or arterial street along the rear property line of any single family residential lot.

(3) The trees required under this section shall be planted within the public rights-of-way, within landscape or other reserves restricted for the purpose, or on private property within the ten feet (10'-0") parallel and adjacent to a local street right-of-way, or on private non-residential property within twenty-five feet (25'-0") parallel and adjacent to a major thoroughfare.

(4) Median Planting

(a) Trees or shrubs planted within the median of a major arterial shall not be planted less than seventy-five feet (75'-0") from the nose of the median.

(b) Trees or shrubs planted within the median of a minor arterial shall not be planted less than fifty feet (50'-0") from the nose of the median.

(c) Trees or shrubs in any median shall not be planted less than fifty feet (50'-0") from any mid-block opening in the median.

(d) Trees or shrubs planted in the median shall not be planted less than five feet (5'-0") from the back of the final approved design line for the curb, and trees shall be spaced at intervals of not less than thirty feet (30'-0").

(5) Visibility Maintained

(a) Within the visibility triangle no shrub, tree, plant or structure shall be permitted with a height greater than twenty-four inches (0'-24") measured from the centerline of the adjacent roadway.

(b) Trees shall be kept trimmed at all times so that no branch or growth is less than ten feet (10'-0") above the adjacent roadway measured from the centerline of that roadway.

Section 24.83.2 STREET TREE PLANTING REQUIRED IN EXISTING SUBDIVISIONS

(1) The planting of street trees is required as a condition of the issuance of a building permit in the City of Laredo, save and except permits issued for the reconstruction, modification or addition to property used for single family residential purposes, or the expansion of non-residential structures which do not exceed 1,000 square feet or twenty-five percent (25%) of an existing structure, whichever is more. Also excluded are those subdivisions approved before the effective date of this ordinance where the street tree or money-in-lieu of requirement has been met. The requirement for planting shall be as follows:

(a) Two trees per single family residential lot shall be planted within the public right-of-way, within a landscape or other reserve restricted for the purpose, or on private property within the ten feet (10'-0") parallel and adjacent to a local street right-of-way.

this is how we arrived at 8 trees + 32 shrubs

(b) One tree for each thirty feet (30'-0") of non-residential or multi-family residential property abutting a public street right-of-way shall be planted. Trees shall be planted within the public rights-of-way, within landscape or other reserves restricted for the purpose, or on private property within the ten feet (10'-0") parallel and adjacent to a local street right-of-way, or within twenty-five feet (25'-0") parallel and adjacent to a major thoroughfare.

Section 24.83.3 SURFACE PARKING LOT REQUIREMENTS

(1) Number of Trees Required

(a) New surface parking lots with more than fifteen (15) parking spaces shall require one (1) eligible tree for every ten (10) parking spaces or fraction thereof. The trees shall be located within and/or on the perimeter of the parking lot.

(b) Existing parking lots which are to be expanded to comply with the requirements of Section 24.78 of the *Laredo Land Development Code* "Off-Street Parking & Loading Requirements" and which, after such expansion, will contain more than fifteen (15) parking spaces, shall provide one (1) eligible tree for each ten (10) additional spaces or fraction thereof. The trees shall be located within and/or on the perimeter of the parking lot

(c) A permeable area with a radius of not less than three feet (3'-0") measured from the trunk of each eligible tree shall be maintained, and each eligible tree shall be protected from automobiles by curbs or tire stops located at least three feet (3'-0") from the trunk of the tree.

shrubs

(2) Parking surface areas adjacent to the public street right-of-way shall have shrubs planted at regular intervals along the perimeter of all parking surfaces adjacent to the right-of-way, exclusive of driveway entrances, pedestrian walkways and cutback areas. The shrubs shall be maintained at a height of no more than thirty-six inches (0'-36") nor less than eighteen inches (0'-18"). The number of shrubs required under this section shall be equal to the total number of street trees required under this section multiplied by four. Seventy-five percent (75%) or more of the required shrubs shall be planted along the perimeter of the parking surface.

Section 24.83.4 TREE PRESERVATION CREDIT

(1) In the event that the owner or subdivider of the property proposes to preserve existing healthy trees, credit toward the tree requirement shall be given at the rate of two (2) street trees for each existing tree actually preserved. The owner or subdivider shall propose reasonable measures calculated to ensure the continued survival of existing trees for which credit is claimed. Any eligible tree for which credit is claimed shall have a minimum caliper of six inches (0'-6").

(1) Up to thirty percent (30%) of the total planting requirements may be met by depositing, with the Parks and Recreation Department, a sum of money equal to the cost of the required trees and their planting. This money shall be placed in a special fund designated for the purposes of planting of eligible trees in city parks or public rights-of-way. The cost per tree shall be determined by the Tree Board on an annual basis. The remaining seventy percent (70%) of the trees shall be planted as required by this ordinance.

Section 24.83.10 SELECTION AND MAINTENCANCE

(1) All trees and shrubs planted in accordance with this Article shall be a native or naturalized species as recommended in Appendix F-1 - *Recommended Trees for the Laredo Region*, and shall be planted and maintained in accordance with the standards established in Section 24.83.10 (3).

(2) The list of native and naturalized trees and shrubs in Appendix F-1 is not all-inclusive and may be updated as needed by the Tree Board without formal amendment to this section.

(3) General Planting and Maintenance Standards

(a) All trees shall be planted in holes two (2) to five (5) times wider than the rootball diameter. The depth of the hole should be no deeper than necessary to set the plant at the same depth it was in the nursery. All shrubs shall be planted in holes a minimum of six (6) inches wider on each side than their root spread, whether container grown or balled and burlapped. This enables the plant to extend the small roots in the first few weeks in the ground.

(b) Place the tree or shrub in the hole. If the tree is container grown, pull the container away from the rootball. Do not pull the tree by its trunk. Pulling the tree out of the container by its trunk will damage the small roots within the ball. Place the tree or shrub in the center of the hole and adjust it so that it is straight and at the proper level.

(c) For balled and burlapped plants pull the top and sides of the burlap away from the ball after the hole has been partially backfilled but before watering. Do not attempt to pull the burlap out from under the ball under any condition. All wire and surplus binding from the top and sides of the ball should be removed.

(d) Backfill with the original soil and firm the soil until approximately two- thirds (2/3) full. Before completing, fill the hole with water and allow the soil to settle around the roots. After the water has been absorbed, add topsoil to bring up to grade and form a watering basin around the tree.

(e) An earth basin, approximately four (4) inches in height, shall be formed around the tree or shrub pit to help retain water and protect the trunk from mower damage. Individual plant pits shall be completely encircled by the basin, except on steep slopes where the basin is formed on the downhill side to serve as a dam.

(f) Trees taller than four (4) feet may need to be staked. Rubber hose shall be used to protect the tree from the staking wire.

(g) The trees and shrubs must be watered immediately after planting and as needed during the first two (2) growing seasons. A thorough soaking is preferred over light, frequent soakings.

(h) The entire area formed within the earth basin shall be filled with 3 to 4 inches of mulch to help conserve moisture and reduce competition from weeds.

(i) All trees and shrubs shall be planted in individual holes with the exception of hedges. Hedges may be planted in a continuous trench as long as adequate room is allowed for root development.

CITY OF LAREDO

CITY COUNCIL MEETING
A-2011-S-01
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
MARCH 21, 2011
5:30 P.M.

SUPPLEMENTAL AGENDA

I. PUBLIC HEARING

1. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a roofing company on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 E. Ash Street; providing for publication and effective date.

   Staff does not support the application and the Planning and Zoning Commission recommends denial of the Conditional Use Permit. District IV

II. INTRODUCTORY ORDINANCE

2. An ordinance of the City of Laredo, Texas, establishing a settlement agreement regarding the statement of intent filed with the City of Laredo, Texas, by Centerpoint Energy Resources Corp., on or about December 3, 2010; establishing the effective date; repealing all ordinances in conflict herewith and providing for severability.

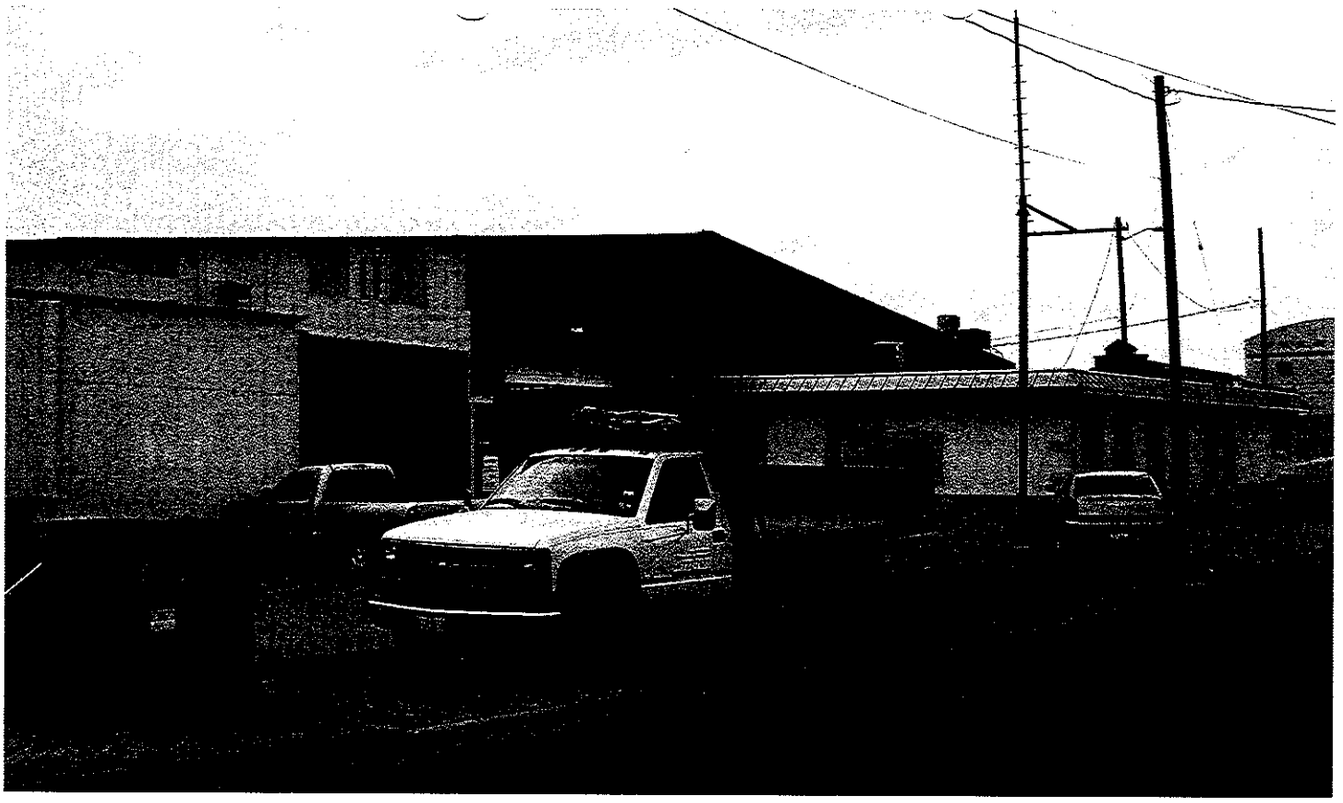
III. RESOLUTIONS

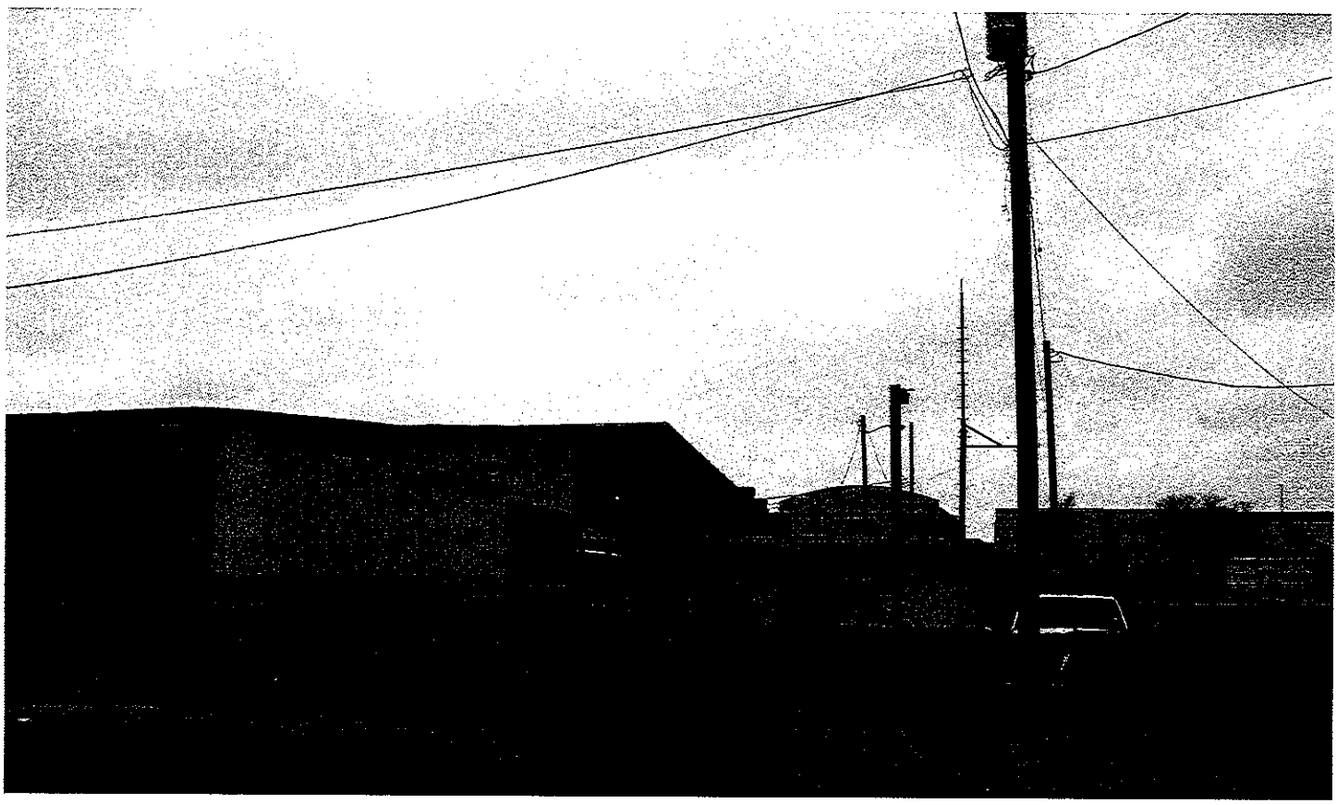
3. **2011-R-25** A resolution by the City of Laredo, Texas, opposing House Bill No. 3717 amending Subtitle B, Title 9 Health and Safety Code, by adding Chapter 783 entitled Local Emergency Service Fees to be imposed by the County of Webb onto Citizens of Laredo, Texas, for Emergency First Responder Services; opposing any successor or amending bill filed in place of H.B. 3717 which would have the same detrimental effect on the Citizens of Laredo.

IV. ADJOURNMENT

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, March 18, 2011 at 5:30 p.m.

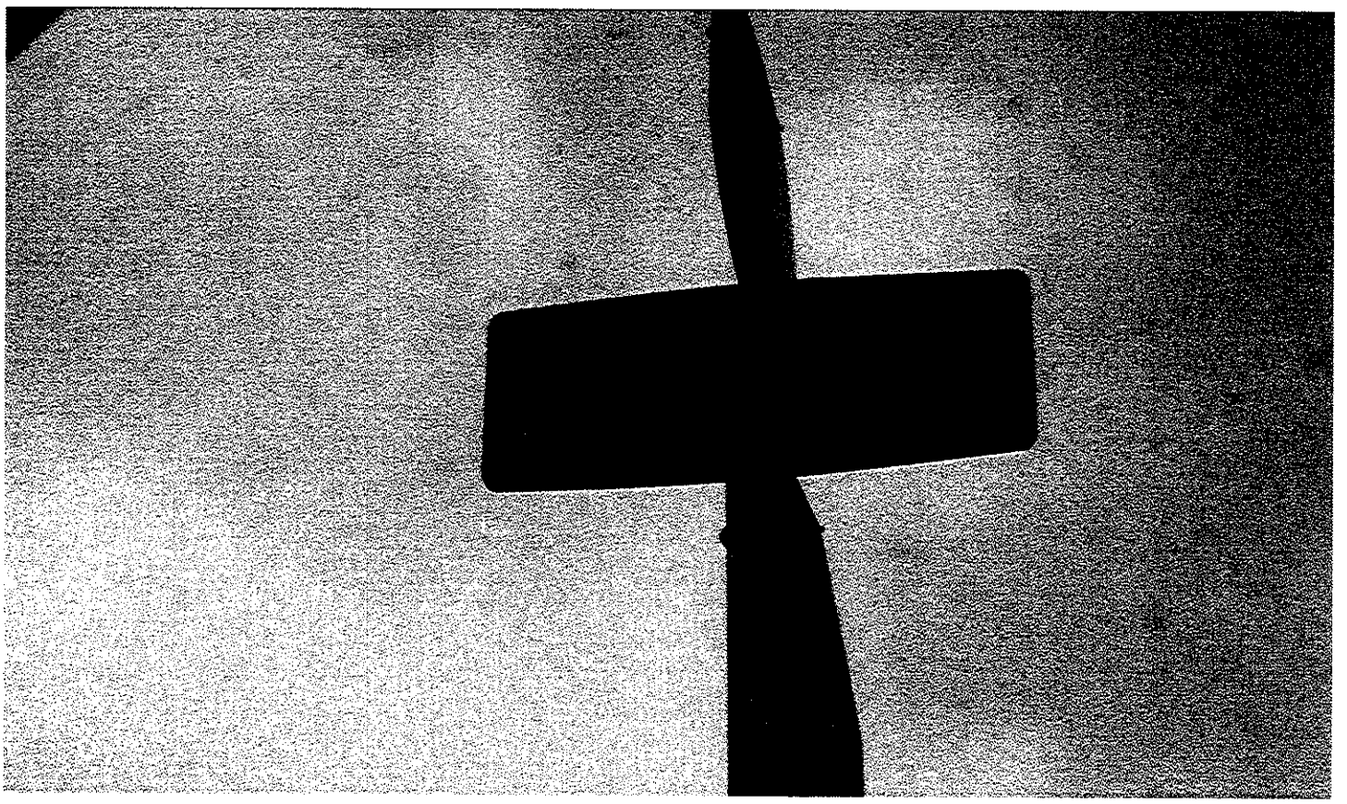
Gustavo Guevara, Jr.
City Secretary





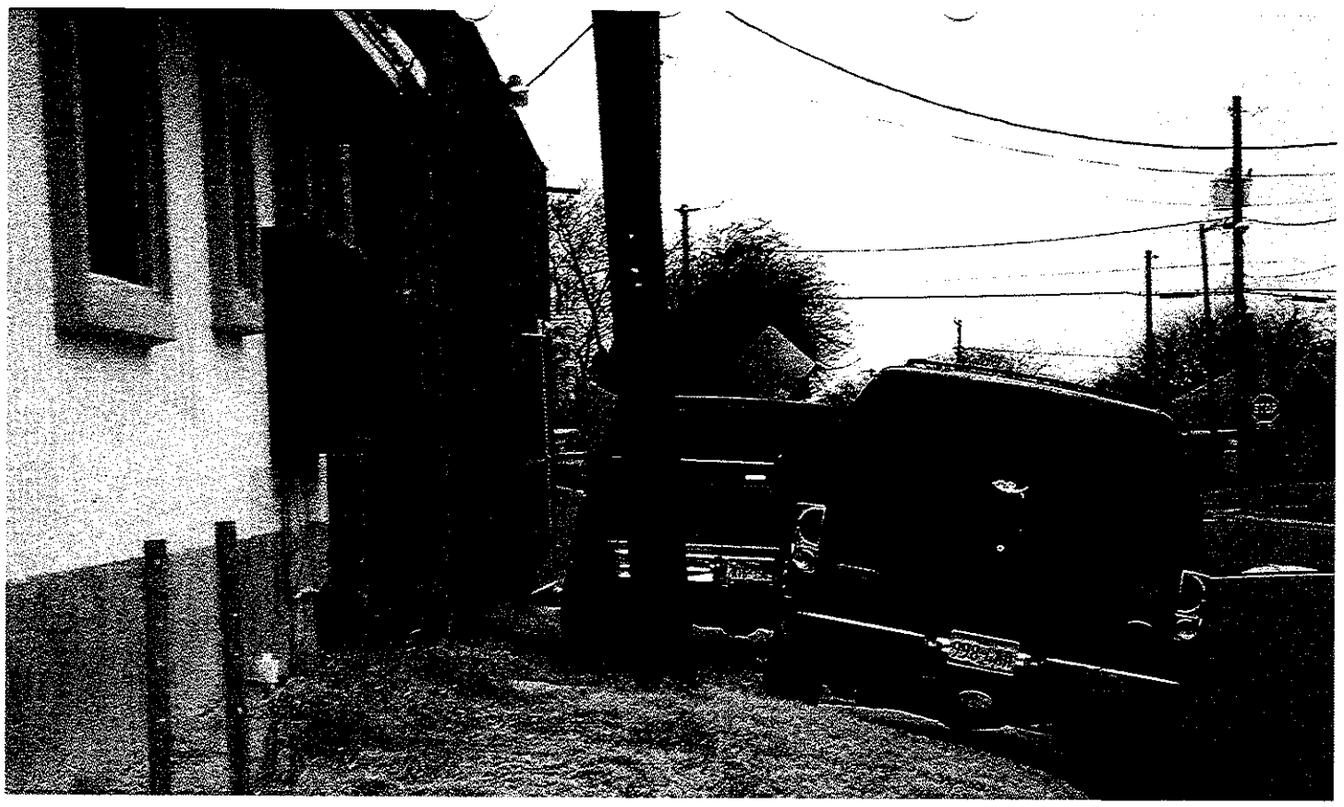
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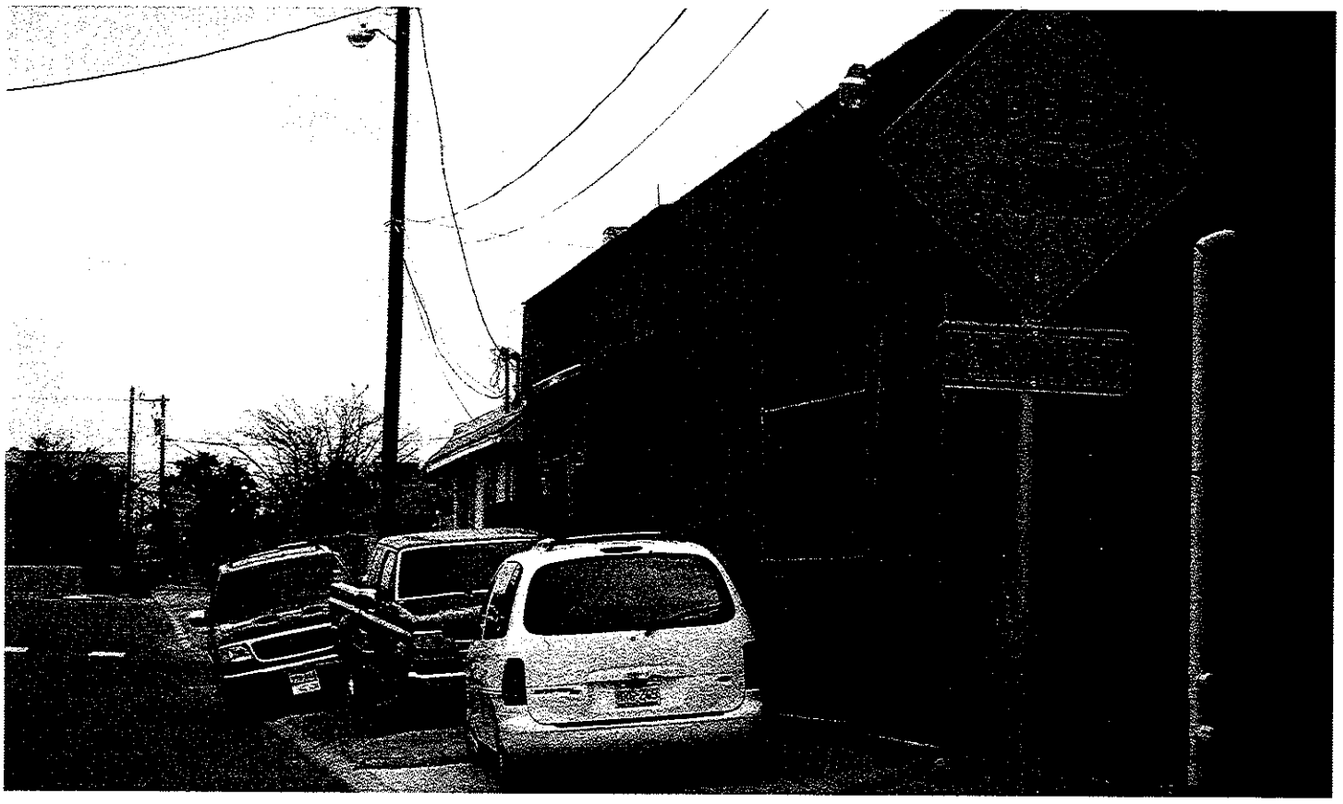




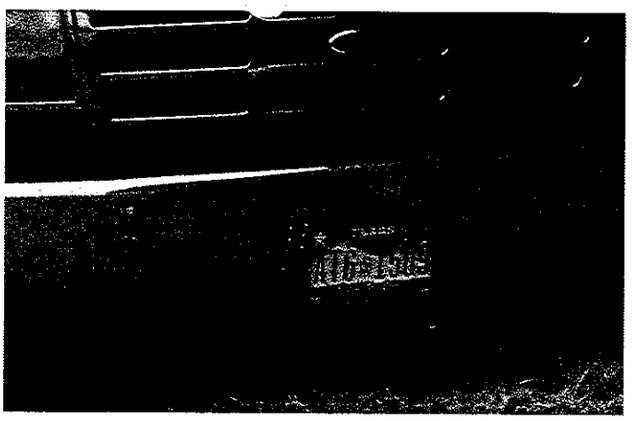



JJ FLORES
ROOFING
Commercial - Residential
(956) 722-7688
www.jjfloresroofing.com
Laredo, Texas





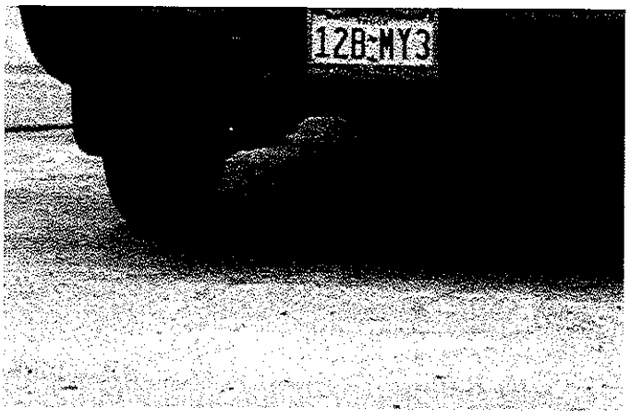


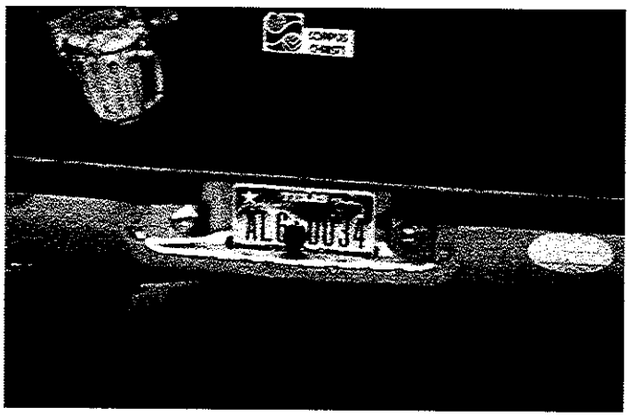


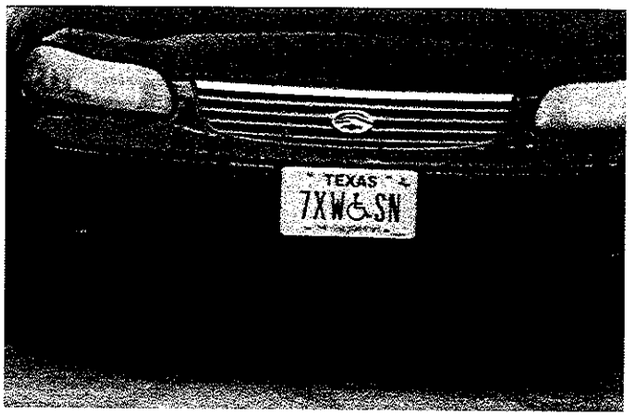


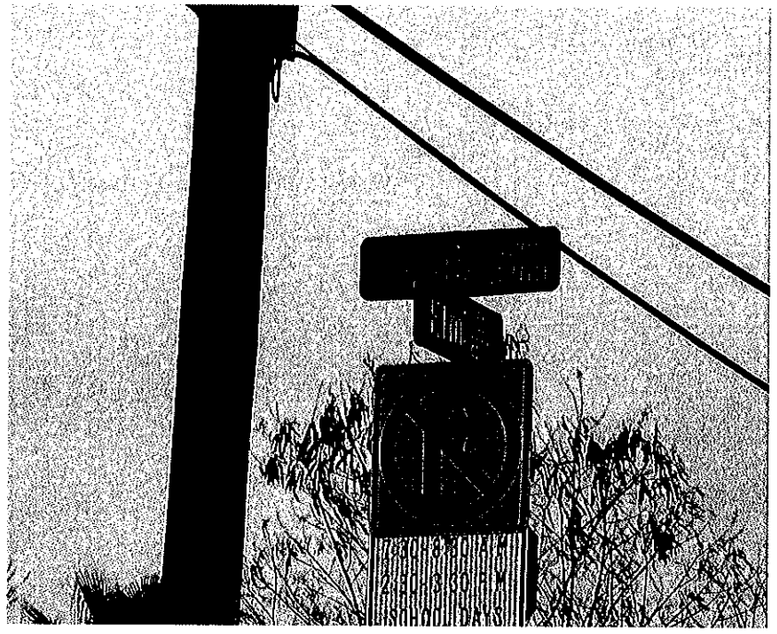


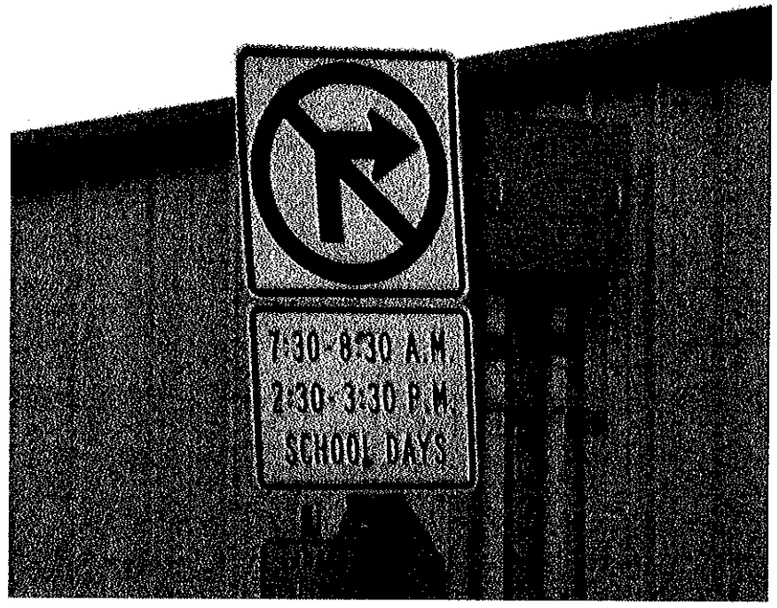


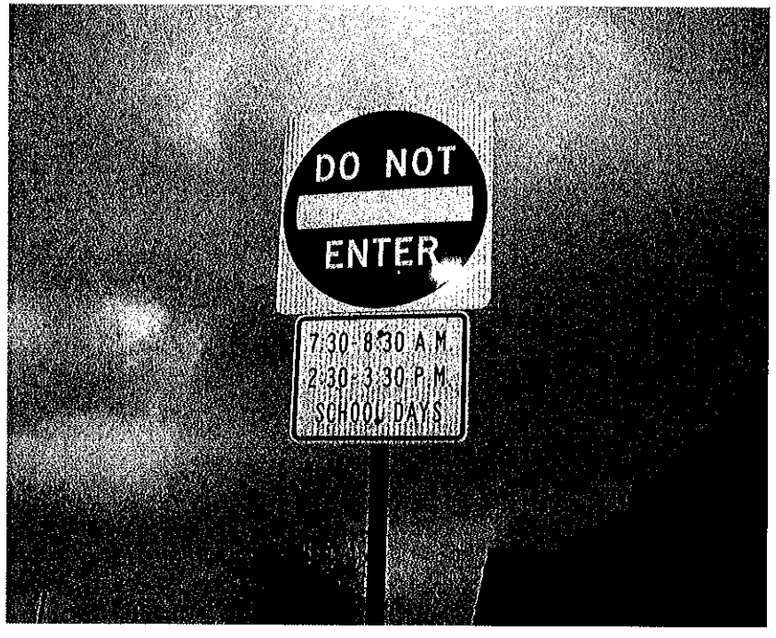

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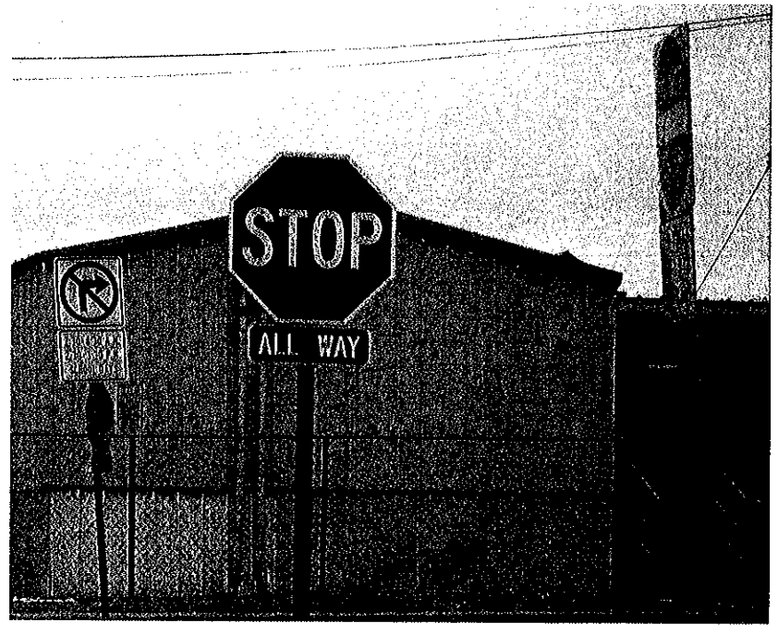



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7XW&SN

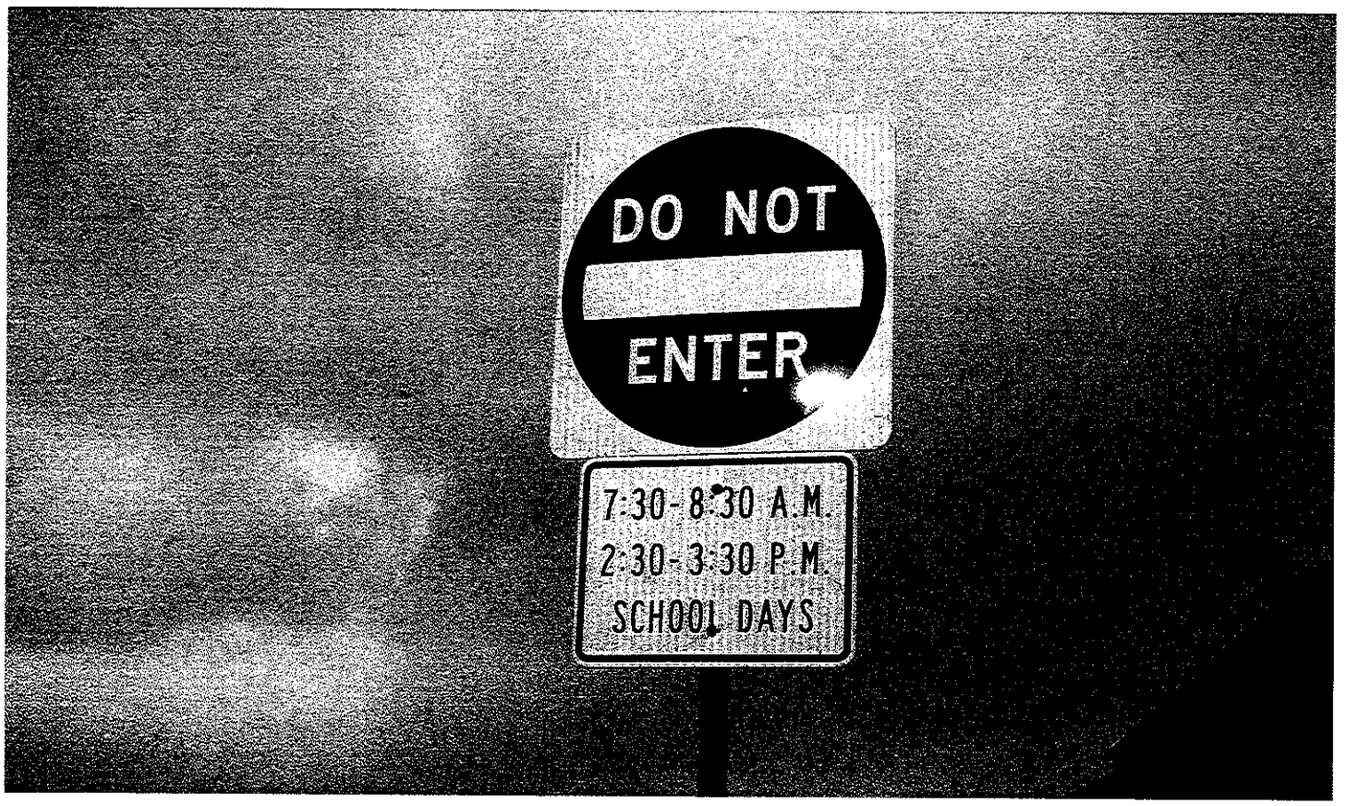


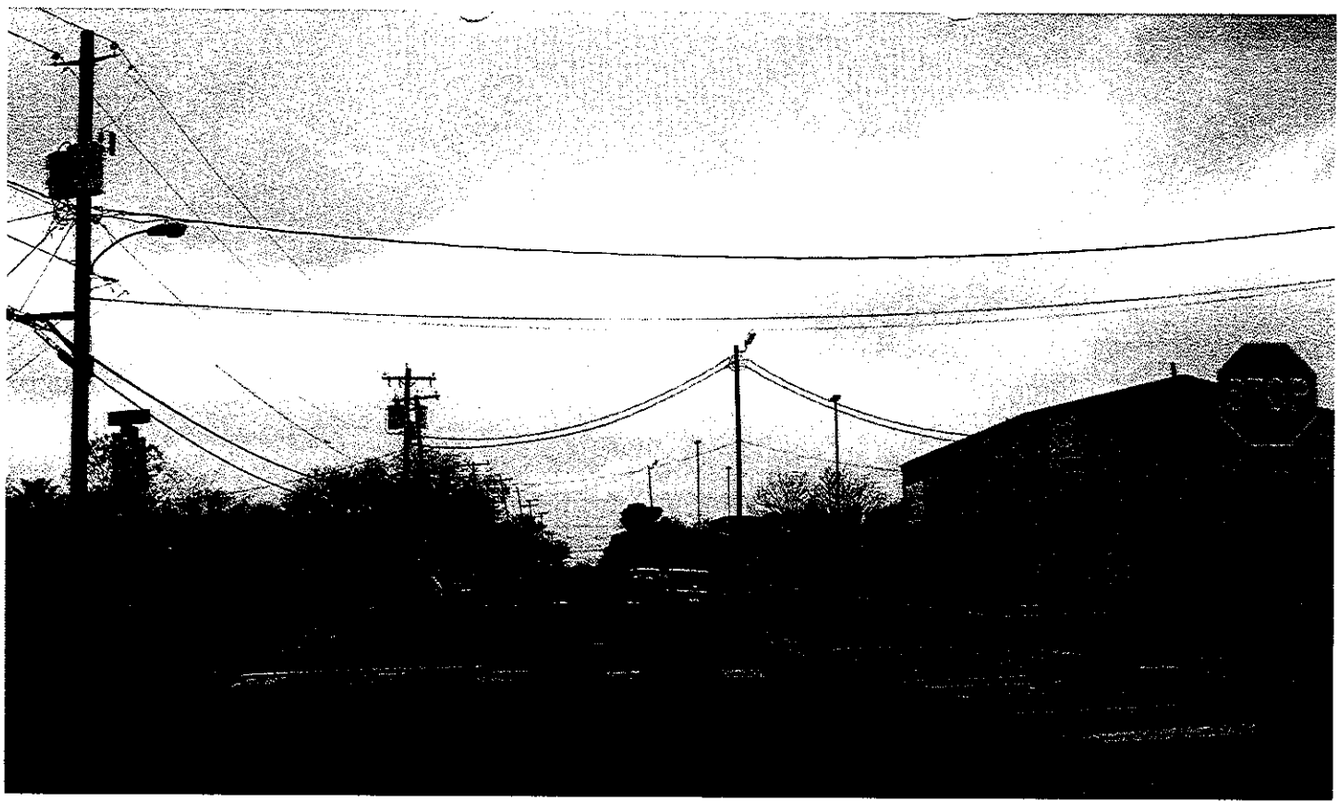

7:30-8:30 A.M.
2:30-3:30 P.M.
SCHOOL DAYS

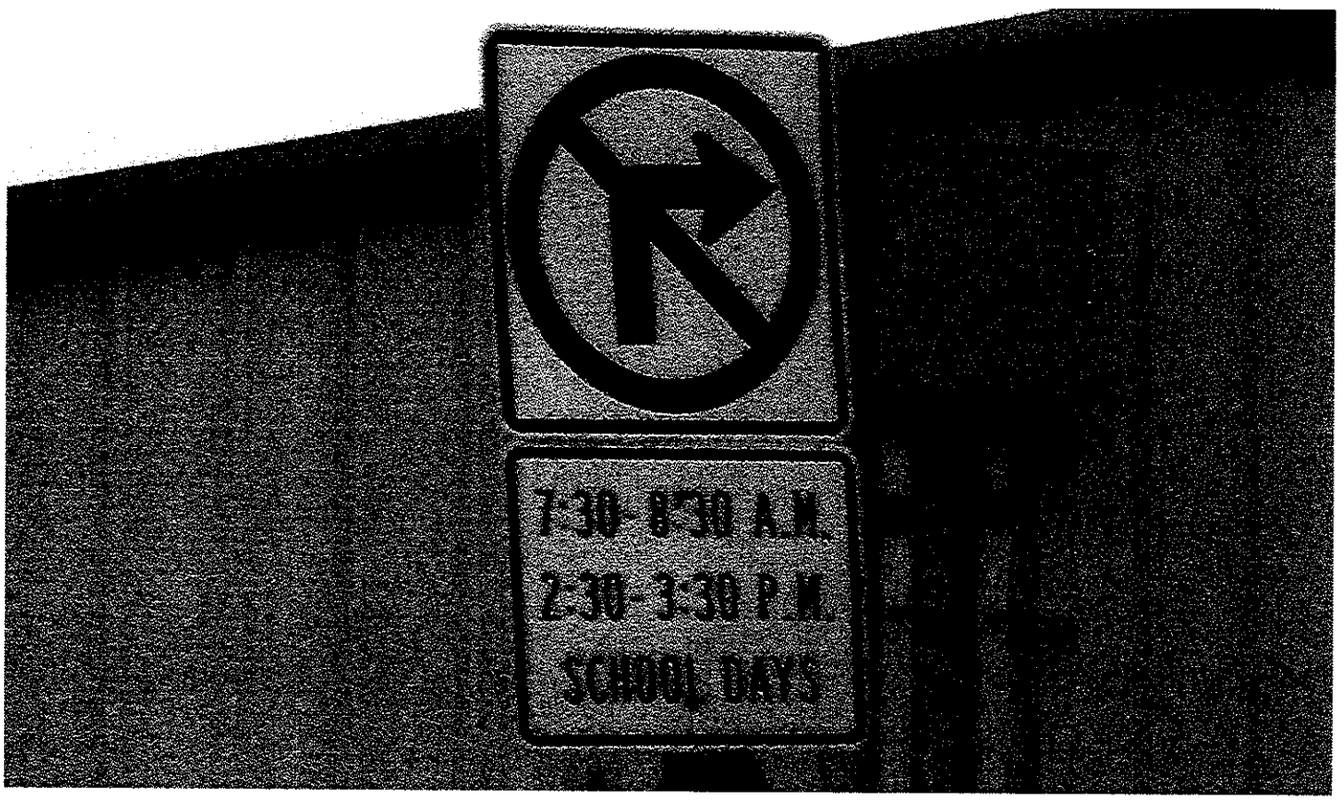

DO NOT
ENTER
7:30-8:30 A.M.
2:30-3:30 P.M.
SCHOOL DAYS


STOP
ALL WAY


STOP
ALL WAY
7:30-8:30 A.M.
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SCHOOL DAYS


DO NOT
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SCHOOL DAYS




7:30-8:30 A.M.
2:30-3:30 P.M.
SCHOOL DAYS

CITY OF LAREDO

PLANNING DEPARTMENT

March 11, 2011

Re: ZC-04-2011

Dear Property Owner:

This letter is to update you on the disposition of the proposed application for a Conditional Use Permit (CUP) for a roofing company on Lots 1 & 2, Block 1537, Eastern Division, located at 2601 E. Ash Street. The Planning and Zoning Commission recommended denial of the proposed zone change, and the applicant has since exercised the right to appeal this decision directly to City Council. A public hearing will be held for the proposed zone change at the regularly scheduled City Council meeting on Monday, March 21, 2011, at 5:30 P.M. in Council Chambers, located on the first floor of City Hall, 1110 Houston Street.

Should you have any questions, please call me at (956) 794-1620 or attend the meeting if you wish to make comments on the record.

Sincerely,

Renée LaPerrière
Planner II

1120 San Bernardo Ave. P.O. Box 579 Laredo, Texas 78042 (956)794-1613 Fax (956)794-1624 (fax)

February 22, 2011

Renée LaPerrière
Planning Department
City of Laredo, Texas

Dear Ms. LaPerrière,

As you are aware, the Planning and Zoning Commission has recommended denial of the proposed Conditional Use Permit for a roofing company, on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 E. Ash Street. I wish to appeal this decision directly to City Council.

Sincerely,

Juan J. Flores



gave copy to Mrs. Flores
& also copy of
calendar
(explained next
set of mtgs...)

TRANSMISSION VERIFICATION REPORT

TIME : 02/22/2011 09:38
NAME : CITY OF LDO/PLANNING
FAX : 956-794-1624
TEL : 956-794-1613
SER.# : 000G9N956859

DATE,TIME	02/22 09:37
FAX NO./NAME	97251484
DURATION	00:00:19
PAGE(S)	02
RESULT	OK
MODE	STANDARD ECM

CITY OF LAREDO

PLANNING DEPARTMENT

FAX TRANSMITTAL

Please deliver this fax to:

NAME Juan Flores

COMPANY/ DEPARTMENT Flores Roofing + Construction

DATE 2/22/11

FROM Renée LaPerrière

RECEIVING FAX NUMBER 725-1484

TOTAL NO. OF PAGES SENT (INCLUDING COVER SHEET) 1+1=2

Please call (956) 794-1613 if problems occur with transmission of this fax.
Our fax number is (956) 794-1624.

CITY OF LAREDO
PLANNING DEPARTMENT

FAX TRANSMITTAL

Please deliver this fax to:

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Please call (956) 794-1613 if problems occur with transmission of this fax.
Our fax number is (956) 794-1624.

MESSAGE: Although you have 30 days from the date of the Planning & Zoning Commission mtg of last Friday to submit a letter of appeal regarding the decision of the P+Z Commission, we can keep your item in cycle if you submit this letter ASAP. I will need the ~~copy~~ signed copy of the letter for the file (not just a faxed copy). Many thanks! Please call if you have any questions. 794-1620 Renée

1120 San Bernardo Ave. P.O. Box 579 Laredo, Texas 78042-0579 (956) 794-1613 Fax (956) 794-1624

February 22, 2011

Renée LaPerrière
Planning Department
City of Laredo, Texas

Dear Ms. LaPerrière,

As you are aware, the Planning and Zoning Commission has recommended denial of the proposed Conditional Use Permit for a roofing company, on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 E. Ash Street. I wish to appeal this decision directly to City Council.

Sincerely,

_____

Juan J. Flores

Opposed: 0
Abstained: 0 Motion carried unanimously

Cm. Vera motioned to recommend **approval** of the proposed zone change.

Second: Cm. Alaniz
In Favor: 4
Opposed: 2 (Cm. Sanchez, Cm. Norton)
Abstained: 0 Motion carried

4. **Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for the storage of flammable and explosive products on Lot 2, Block 1, Las Lomas Industrial Park Phase I, located at 104 South Aviators Road. District II**

After reading the item and having no objections, the chairman opened the public hearing.

Carlos Mejia, representing the applicant/owner, spoke in favor of the proposed zone change.

Richard Donovan, spoke in favor of the proposed zone change.

Cm. Vera motioned to **close** the public hearing.

Second: Cm. Norton
In Favor: 6
Opposed: 0
Abstained: 0 Motion carried unanimously

Cm. Sanchez motioned to recommend **approval** of the Special Use Permit.

Second: Cm. Vera
In Favor: 6
Opposed: 0
Abstained: 0 Motion carried unanimously

5. **Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a roofing company on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 E. Ash Street. District IV**

After reading the item and having no objections, the chairman opened the public hearing.

Jesus Flores, applicant and Juan Flores, spoke in favor of the proposed Conditional Use Permit.

Arturo Botello, Lydia Gonzalez, and Ruben Gonzalez, spoke against the proposed Conditional Use Permit.

Cm. Vera motioned to **close** the public hearing.

Second: Cm. Alaniz
In Favor: 6
Opposed: 0
Abstained: 0 Motion carried unanimously

Cm. Vera motioned to recommend **denial** of the proposed Conditional Use Permit.

Second: Cm. Sanchez
In Favor: 6
Opposed: 0
Abstained: 0 Motion carried unanimously

VI. CONSIDERATION OF PRELIMINARY PLATS AND REPLATS:

6. La Terraza at Lomas Del Sur Subdivision, located east of Ejido Ave. and south of Wormser Rd. This tract is located in District I.

Preson Montygamba, concurred with comments.

Cm. Sanchez motioned to **approve** the item subject to comments and two notices to the developer.

1. Revise the Planning & Zoning Commission Chairperson to reflect Joseph Mendiola as Chairperson.
2. Label all utility easements.
3. Reorient the face of the plat to the north.
4. All improvements as Per Subdivision Ordinance.

Notice to the Developer:

1. Only the utility easements within the plat boundaries are subject to change prior to plat recordation, due to revisions by the utility companies.
2. All parks are subject to review and approval by the Parks Board and acceptance by the City Council.

Second: Cm. Vera
In Favor: 6
Opposed: 0
Abstained: 0 Motion carried unanimously

7. D & J Alexander Subdivision, Unit VII, located south of Del Mar Blvd and

CITY OF LAREDO
PLANNING AND ZONING COMMISSION

MINUTES OF THE PLANNING AND ZONING MEETING OF FEBRUARY 18, 2011

The City of Laredo Planning and Zoning Commission convened in regular session open to the public at 12:00 p.m. on Friday, February 18, 2011, in the City Council Chambers at City Hall, 1110 Houston Street, Laredo, Texas considered the following:

Present:

Joseph Mendiola
Ignacio Alaniz
Efrain Sanchez
Jorge Vera (arrived at 12:03 p.m.)
Richard Norton
Javier Compean

Absent:

Hector Cortez
Belinda Guerra

Staff:

Martha Bernal
Fernando Morales
Susana Ramos
Renee LaPerriere

Others:

Ruben Gonzalez
Lydia Gonzalez
Arturo Ramirez
Martha Ramirez
Geraldine Botello
Juan Botello
Jesus Flores
Juan Flores
Preston Montygamba
Frank Estrada
Oscar Castillo
Carlos Mejia
Richard Donovan

I. CALL TO ORDER

Cm. Mendiola called the meeting to order at 12:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. CONSIDER APPROVAL OF MINUTES OF:

1. **Regular meeting of February 3, 2011**

I told Mr Flores — OOPS – I did NOT bring letter of appeal....
Ed park it on Tues A-021 2/22/11

PLANNING & ZONING COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND RECOMMENDATION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a roofing company on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 E. Ash Street. District IV
02/18/11 Item # 5	ZC-04-2011

Initiated by:	Staff source:
Juan J. Flores	Planning Staff

Prior action: November 11, 1984, request for a zone change from R-1 (Single Family Residential District) to M-1 (Light Manufacturing District); Planning & Zoning Commission recommended denial. March 5, 1998, request for a zone change from M-1 to R-1; Planning & Zoning Commission voted to recommend approval. September 4, 2008, request for a CUP for a roofing and construction company; Planning & Zoning Commission recommended denial.

3/22 — fax drive/shrub list AND part from —

PH public 2 way M R M RN JV

BACKGROUND

Council District: IV – Juan Narvaez

Proposed use: Roofing Company

Site: The site is occupied by J. J. Flores Roofing and Construction commercial building with office.

Warnings/Citations: The case is currently in litigation with the City. On six separate occasions, the business has received warnings and/or citations for one or more of the following reasons: permitting the operation of a roofing and construction business in an R-1 (Single Family Residential) District; permitting the storing of construction equipment and materials in an R-1 (Single Family Residential) District; and parking and/or storing vehicles associated with business in an R-1 (Single Family Residential) District.

Previous City Council activity included approving a zone change from R-1 to M-1 (Ord. No. 84-O-222) and approving a zone change from M-1 to R-1 (Ord. No. 98-O-017). The item was withdrawn from Council's agenda at their meeting of 10/6/2008, due to a failure to obtain the 6 votes required by Council when overriding a Planning & Zoning Commission's recommendation for denial.

Surrounding land uses: To the north are single-family residences, apartments, a Stripes convenience store, and We'll Wash Laundry. To the east are single-family dwellings and apartments. Texas Pictorial is to the south; however, the prevailing use south of the property is single-family residential. Milton Elementary School is on the block adjacent to the west of the property.

Comprehensive Plan: The Comprehensive Plan identifies this area as Low Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan does not identify either E. Ash Street or Texas Avenue.

Letters sent to surrounding property owners: 24 In Favor: 0 1 Opposed: 2 3

STAFF COMMENTS

Staff does not support the proposed Conditional Use Permit at this location. The business is situated next to a school and within a well-established single family residential area. A roofing company is not compatible with the surrounding land uses. If the Commission would like to consider the issuance of a Conditional Use Permit, Staff recommends the following provisions to preserve the integrity of the neighborhood:

(Continued on next page)

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in a ___ to ___ vote, recommended _____ of the Conditional Use Permit.	Staff **does not support** the proposed Conditional Use Permit.

JV ES 6/07

supports staff

Staff Comments (cont.)

1. The C.U.P. shall be issued to Juan J. Flores, and is nontransferable.
2. The C.U.P. is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes.
3. The C.U.P. is restricted to the activities described in letter, Exhibit "B", which is made part hereof for all purposes.
4. Provide parking spaces in compliance with the Laredo Land Development Code.
5. Employee, business, and customer vehicles may not be stored or parked along public right-of-way.
6. All parking, including customer parking, shall be on-site.
7. All areas used for parking or maneuvering shall be paved.
8. Business operation shall be from Monday through Saturday, 8:00 a.m. through 6:00 p.m.
9. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
10. Signage is limited to the maximum allowed in a B-1 zone district.
11. Overhead lighting is prohibited.
12. The permit is granted for the roofing company only, with no other activities occurring simultaneously. Should the activity cease, the underlying zoning's uses will be reinstated.
13. The permit is granted for a period of two (2) years.

In addition, the City Attorney's office recommends the following conditions:

14. Loitering is prohibited on the premise, sidewalks or adjacent property under the control of the business owner. Loitering is defined as: "To delay an activity with aimless idle stops and pauses; To remain in an area for no obvious reason."
15. At no time shall any commercial vehicle otherwise subject to the City of Laredo's truck routes, including all trucks, dump trucks, double bottom trucks, pole trailers, semi-trailers, tank vehicles, truck tractors, wreckers, or any other vehicle designed, used or maintained primarily for the transportation of property including, but not limited to raw materials, products, commodities or other commercial items, be permitted access to the property at 2601 East Ash Street to load, unload or provide any other service. It shall be the sole obligation of Juan J. Flores to immediately notify all drivers and make alternative arrangements.

His letter says 7pm...

J.J. Flores & Son – a favor

Will need to go w/ letter submitted

a woman Juan Botello against

Gonzalez

Ruben Gonzalez (Mr. & Mrs.?)

PLANNING & ZONING COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND RECOMMENDATION OF AN ORDINANCE
02/18/11 Item # 5	Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a roofing company on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 E. Ash Street. District IV ZC-04-2011

Initiated by:	**Staff source:**
Juan J. Flores	Planning Staff

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BACKGROUND

Council District: IV – Juan Narvaez

Proposed use: Roofing Company

Site: The site is occupied by J. J. Flores Roofing and Construction commercial building with office.

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Transportation Plan: The Long Range Thoroughfare Plan does not identify either E. Ash Street or Texas Avenue.

Letters sent to surrounding property owners: 24 In Favor: 1 Opposed: 3

STAFF COMMENTS

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(Continued on next page)

P&Z COMMISSION RECOMMENDATION:	**STAFF RECOMMENDATION:**
The P & Z Commission, in a ___ to ___ vote, recommended _____of the Conditional Use Permit.	Staff **does not support** the proposed Conditional Use Permit.

Staff Comments (cont.)

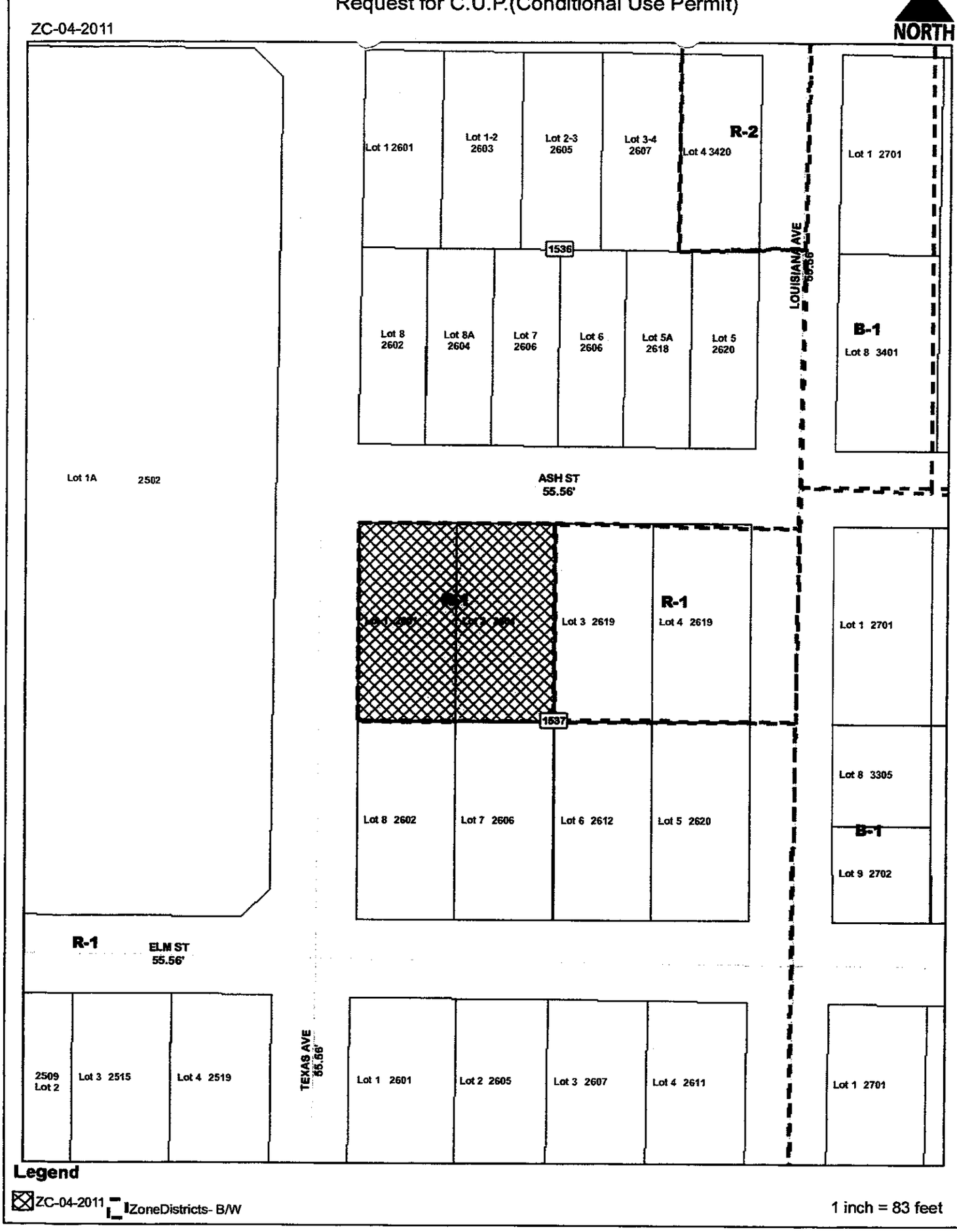
1. The C.U.P. shall be issued to Juan J. Flores, and is nontransferable.
2. The C.U.P. is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes.
3. The C.U.P. is restricted to the activities described in letter, Exhibit "B", which is made part hereof for all purposes.
4. Provide parking spaces in compliance with the Laredo Land Development Code.
5. Employee, business, and customer vehicles may not be stored or parked along public right-of-way.
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8. Business operation shall be from Monday through Saturday, 8:00 a.m. through 6:00 p.m.
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10. Signage is limited to the maximum allowed in a B-1 zone district.
11. Overhead lighting is prohibited.
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Request for C.U.P.(Conditional Use Permit)

ZC-04-2011



Legend

ZC-04-2011 ZoneDistricts- B/W

1 inch = 83 feet

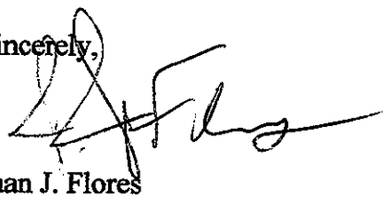
February 3, 2011

Re: C. U . P

To whom it may concern:

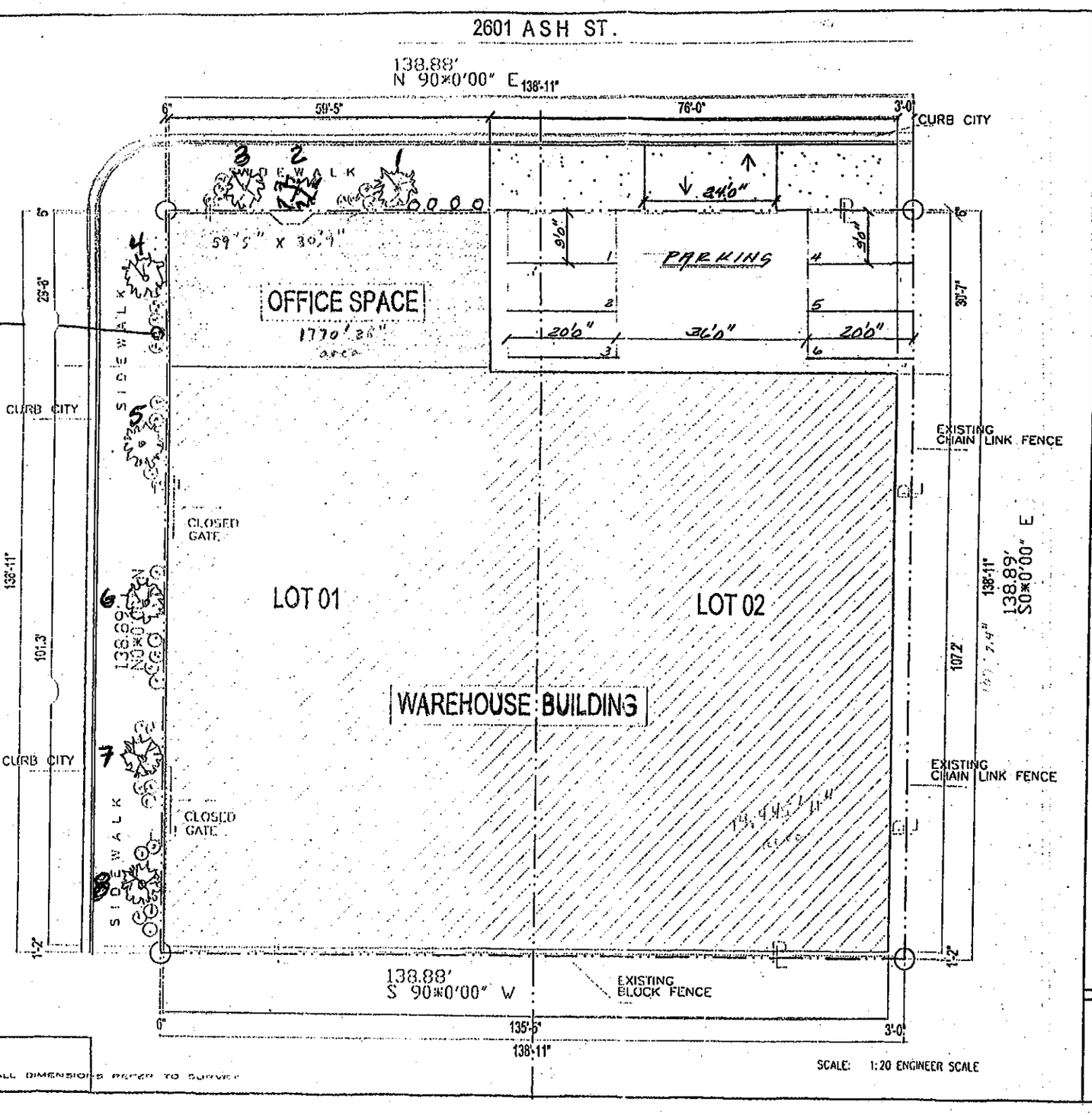
My name is Juan J. Flores, and I am the owner of the business known as JJ FLORES ROOFING & CONSTRUCTION, located at 2601 Ash St., my business consists of roofing repairs. The Company operates with 8 employees and 7 work trucks which employees take home at the end of the day, the hours of operation are from 8 a.m. to 7 p.m. Monday-Friday. Thank you for your consideration, if you need additional information please call my office.

Sincerely,



Juan J. Flores
J.J. Flores Roofing & Construction.

EXHIBIT "B"



NORTH

NOTES:

OWNER SHALL PROVIDE THE FOLLOWING TREES + SHRUBS.

PROPOSED C.U.P.
2601 ASH ST.

LOTS 1 & 2
BLOCK 1537 E.D.

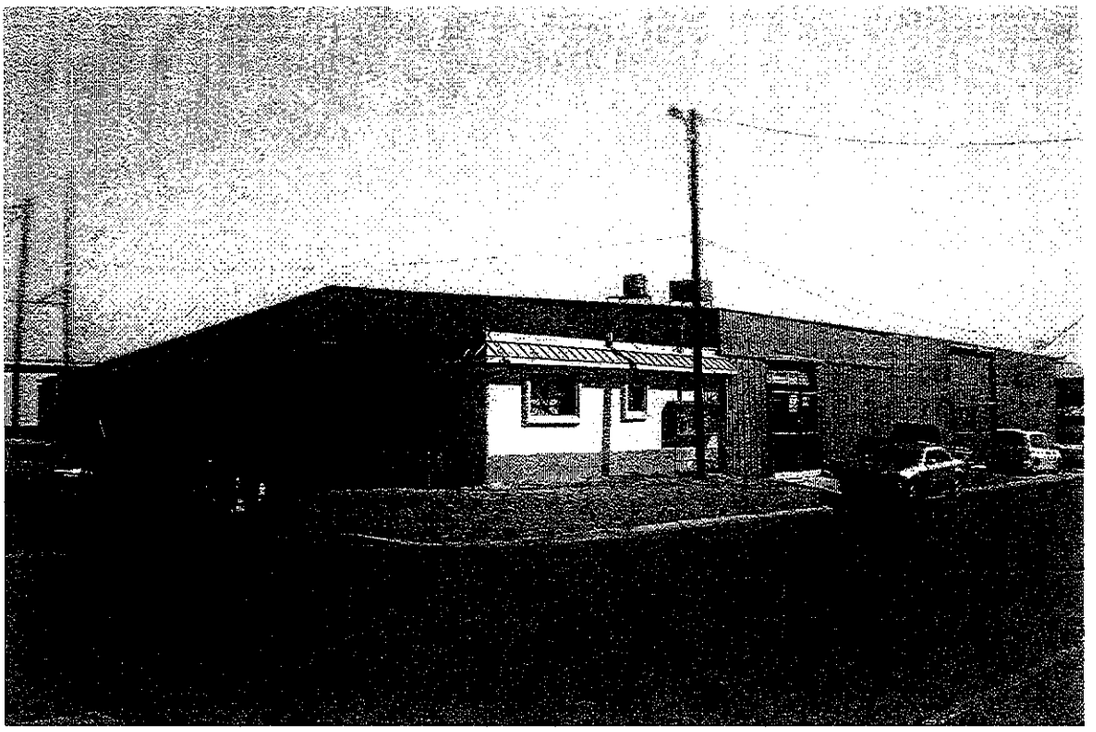
TREES : 8
BUSHES : 32

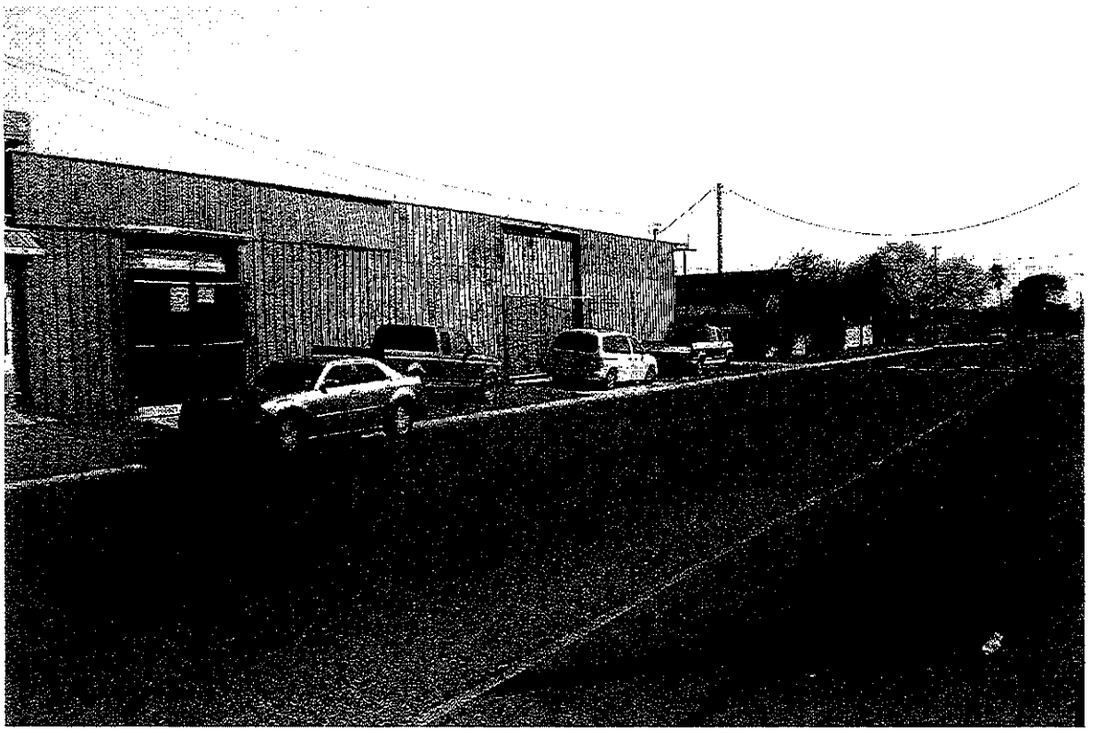
8 - TREES
0 - SHRUBS

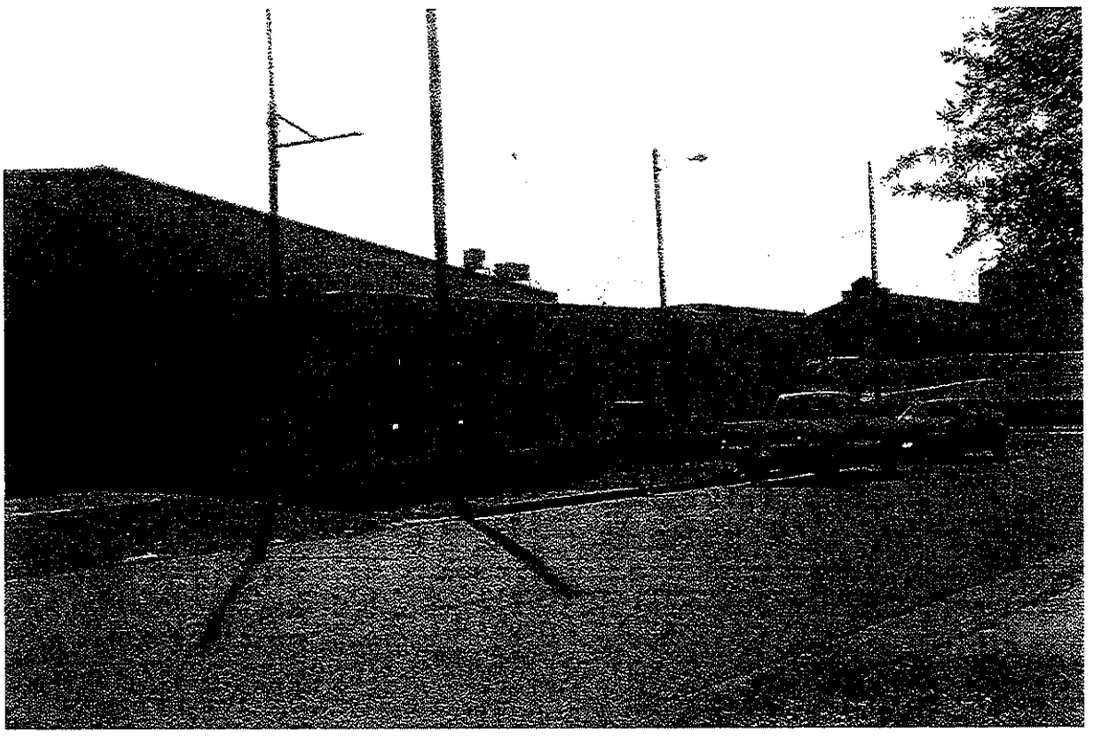
EXHIBIT "A"

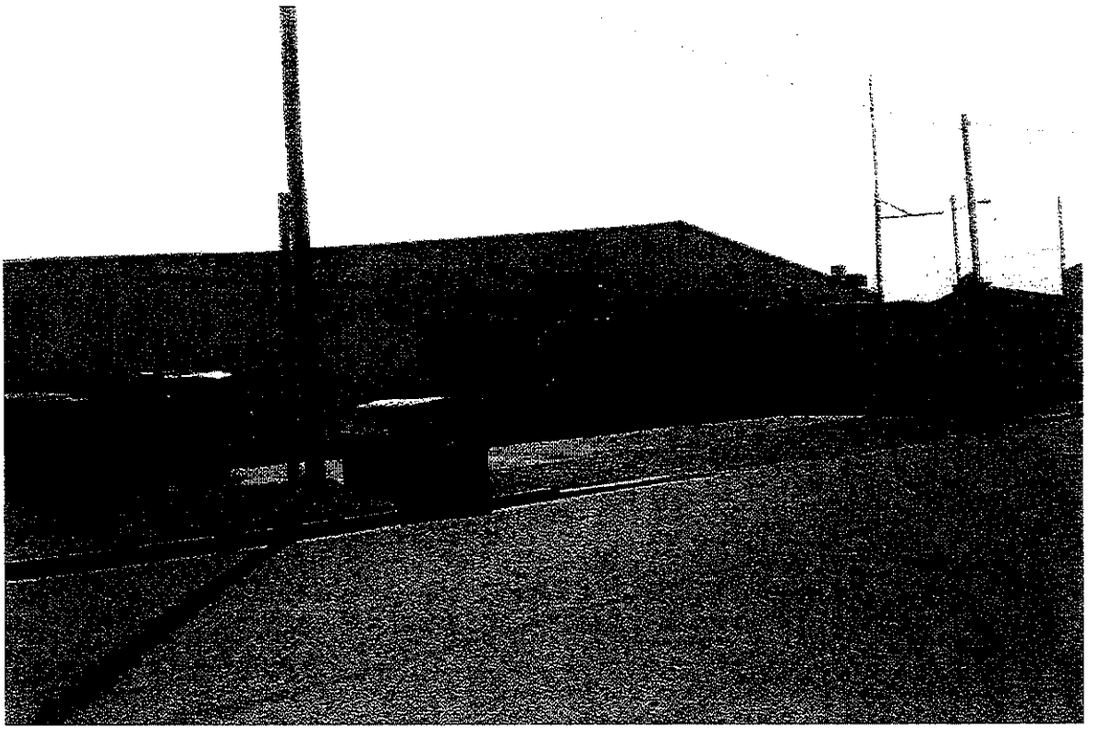
SITE PLAN SCALE: 1:20 ENGINEERS SCALE

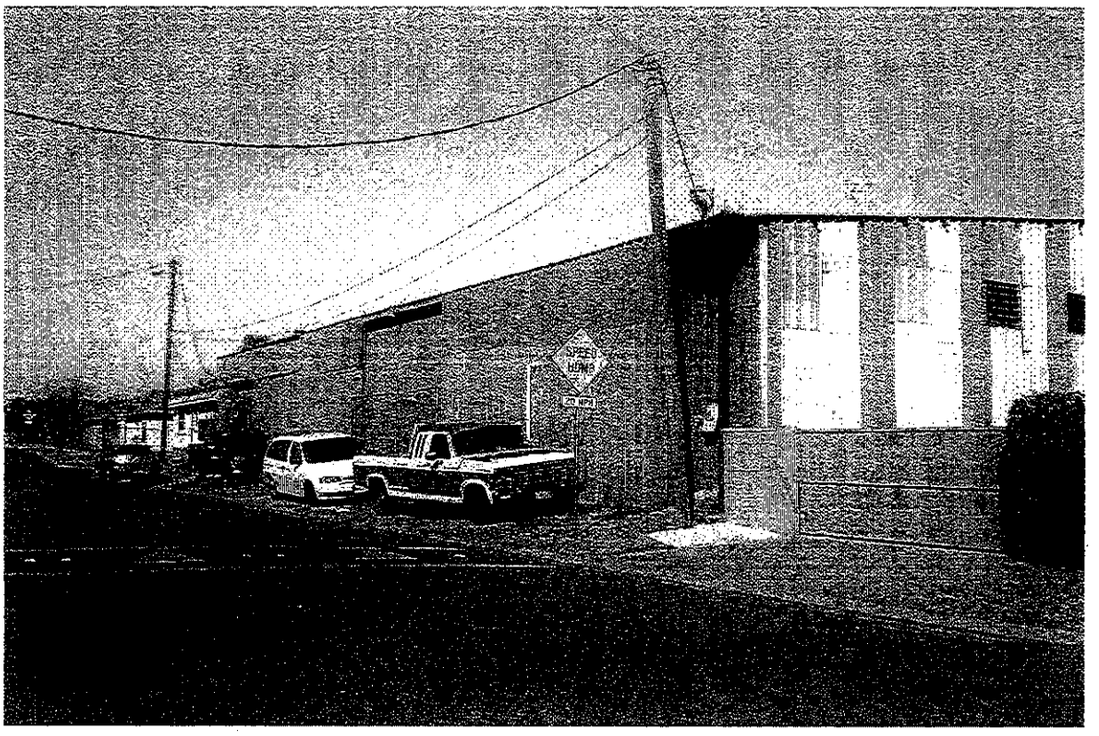
ARKETO DESIGN
BY Joe Tllz
CELL: 956-220-6571 LAREDO TX. WEBB COUNTY










SPEED
HUMP

TRANSMISSION VERIFICATION REPORT

TIME : 02/17/2011 15:08
NAME : CITY OF LDO/PLANNING
FAX : 956-794-1624
TEL : 956-794-1613
SER.# : 000G9N956859

DATE,TIME	02/17 15:07
FAX NO./NAME	97251484
DURATION	00:00:39
PAGE(S)	03
RESULT	OK
MODE	STANDARD ECM

CITY OF LAREDO

PLANNING DEPARTMENT

FAX TRANSMITTAL

Please deliver this fax to:

NAME Juan Flores

COMPANY/ DEPARTMENT Flores Roofing & Construction

DATE 2/16/11

FROM Renée LaPerrière, Planner II

RECEIVING FAX NUMBER 725-1484

TOTAL NO. OF PAGES SENT (INCLUDING COVER SHEET) 1+2=3

Please call (956) 794-1613 if problems occur with transmission of this fax.
Our fax number is (956) 794-1624.

CITY OF LAREDO
PLANNING DEPARTMENT

2/17/11

FAX TRANSMITTAL

Please deliver this fax to:

NAME Juan Flores

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DATE 2/16/11

FROM Renée LaPerriere, Planner II

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TOTAL NO. OF PAGES SENT (INCLUDING COVER SHEET) 1+2=3

Please call (956) 794-1613 if problems occur with transmission of this fax.
Our fax number is (956) 794-1624.

MESSAGE: Mr. Flores, this is the revised communication for the Conditional Use Permit for 2601 E. Ash St. Please feel free to call me if you have any questions. Renée 794-1620

1120 San Bernardo Ave. P.O. Box 579 Laredo, Texas 78042-0579 (956) 794-1613 Fax (956) 794-1624

CITY OF LAREDO
PLANNING DEPARTMENT

FAX TRANSMITTAL

Please deliver this fax to:

NAME Juan Flores

COMPANY/ DEPARTMENT Flores Roofing & Construction

DATE 2/16/11

FROM Renée LaPerrière, Planner II

RECEIVING FAX NUMBER 725-1484

TOTAL NO. OF PAGES SENT (INCLUDING COVER SHEET) 1+2=3

Please call (956) 794-1613 if problems occur with transmission of this fax.
Our fax number is (956) 794-1624.

MESSAGE: Per our phone conversation a few minutes ago, I am faxing you the Communication which ~~is~~ will be included in the packet for the Commissioners. The conditions for the C.U.P. are included; please feel free to contact me with any questions. Mr. Solis will be by to pick up a copy also. Renée

1120 San Bernardo Ave. P.O. Box 579 Laredo, Texas 78042-0579 (956) 794-1613 Fax (956) 794-1624

Staff Comments (cont.)

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13. The permit is granted for a period of two (2) years.

per 3:13pm on 2/16/11
We are awaiting
additional conditions
from the City's
Legal Dept.

PLA__ING & ZONING COMMUNICAT__N

Date:	SUBJECT: PUBLIC HEARING AND RECOMMENDATION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a roofing company on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 E. Ash Street. District IV ZC-04-2011
02/18/11 Item # 5	

Initiated by:	Staff source:
Juan J. Flores	Planning Staff

Prior action: November 11, 1984, request for a zone change from R-1 (Single Family Residential District) to M-1 (Light Manufacturing District); Planning & Zoning Commission recommended denial. March 5, 1998, request for a zone change from M-1 to R-1; Planning & Zoning Commission voted to recommend approval. September 4, 2008, request for a CUP for a roofing and construction company; Planning & Zoning Commission recommended denial.

BACKGROUND

Council District: IV – Juan Narvaez

put back in RTO

Proposed use: Roofing Company

Site: The site is occupied by J. J. Flores Roofing and Construction commercial building with office.

get out from under

Warnings/Citations: The case is currently in litigation with the City. On six separate occasions, the business has received warnings and/or citations for one or more of the following reasons: permitting the operation of a roofing and construction business in an R-1 (Single Family Residential) District; permitting the storing of construction equipment and materials in an R-1 (Single Family Residential) District; and parking and/or storing vehicles associated with business in an R-1 (Single Family Residential) District.

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Letters sent to surrounding property owners: 24 In Favor: ~~0~~ 1 Opposed: ~~2~~ 3

STAFF COMMENTS

Staff does not support the proposed Conditional Use Permit at this location. The business is situated next to a school and within a well-established single family residential area. A roofing company is not compatible with the surrounding land uses. If the Commission would like to consider the issuance of a Conditional Use Permit, Staff recommends the following provisions to preserve the integrity of the neighborhood:

(Continued on next page)

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Staff Comments (cont.)

1. The C.U.P. shall be issued to Juan J. Flores, and is nontransferable.
2. The C.U.P. is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes.
3. The C.U.P. is restricted to the activities described in letter, Exhibit "B", which is made part hereof for all purposes.
4. Provide parking spaces in compliance with the Laredo Land Development Code.
5. Employee, business, and customer vehicles may not be stored or parked along public right-of-way.
6. All parking, including customer parking, shall be on-site.
7. All areas used for parking or maneuvering shall be paved.
8. Business operation shall be from Monday through Saturday, 8:00 a.m. through 6:00 p.m.
9. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
10. Signage is limited to the maximum allowed in a B-1 zone district.
11. Overhead lighting is prohibited.
12. The permit is granted for the roofing company only, with no other activities occurring simultaneously. Should the activity cease, the underlying zoning's uses will be reinstated.
13. The permit is granted for a period of two (2) years.

In addition to the above ~~conditions~~, the following conditions are included upon the recommendation of the City of Laredo's Legal Department:

14. — etc * laitering — definition will be forthcoming from

* include - the text from RTO re trucks item 2.

per mtg from Krishna 2/16/11 4:30 pm

Renee J. La Perriere

From: Renee J. La Perriere
Sent: Thursday, February 17, 2011 3:04 PM
To: Kristina L. Hale
Cc: Raul Casso; Susana Ramos; Vanessa Guerra; Nathan R. Bratton
Subject: Planning and Zoning Communication for 2601 E. Ash St. CUP

Good afternoon, Kristina—

I received Melissa's e-mails and made the additions you requested to the P&Z Communication. I'm attaching a copy for your records. I will be faxing the applicant (J.J. Flores) the revised communication (I faxed him the original Communication yesterday).

Thanks,
Renée

Renée J. LaPerrière
Planner II
1120 San Bernardo
PO Box 579
Laredo, TX 78044-1965
(956) 794-1620
fax (956) 794-1624

Renée,

I think that's all. I verified with Kristina and I think the only conditions were the trucks and loitering. Let me know if you have any other questions.

-Melissa

From: Renee J. La Perriere
Sent: Thursday, February 17, 2011 11:45 AM
To: Melissa A. Vidal
Subject: RE: Definition

Melissa—

Thanks! Has Kristina given you any additional conditions for the E Ash St case? If all is okay with Legal, I'd like to go ahead and revise the Planning & Zoning Communication to include Legal's recommended conditions and get it distributed to the P&Z Commission.

Renée

Renée J. LaPerrière
Planner II
1120 San Bernardo
PO Box 579
Laredo, TX 78044-1965
(956) 794-1620
fax (956) 794-1624

From: Melissa A. Vidal
Sent: Thursday, February 17, 2011 11:41 AM
To: Renee J. La Perriere
Subject: Definition

Good Morning Renee.

Below is the definition of Loiter that you had requested.

Loitering: To delay an activity with aimless idle stops and pauses; To remain in an area for no obvious reason.

If you have any questions, please don't hesitate to contact me.

Sincerely,
Melissa

Melissa A. Vidal
Assistant City Attorney
1110 Houston St.
Laredo, Texas 78040
mvidal@ci.laredo.tx.us
Tel: (956) 791-7318
Fax: (956) 791-7494

Renee J. La Perriere

From: Melissa A. Vidal
Sent: Thursday, February 17, 2011 11:41 AM
To: Renee J. La Perriere
Subject: Definition

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Melissa

Melissa A. Vidal
Assistant City Attorney
1110 Houston St.
Laredo, Texas 78040
mvidal@ci.laredo.tx.us
Tel: (956) 791-7318
Fax: (956) 791-7494

TRANSMISSION VERIFICATION REPORT

TIME : 02/16/2011 10:15
NAME : CITY OF LDO/PLANNING
FAX : 956-794-1624
TEL : 956-794-1613
SER.# : 000G9N956859

DATE,TIME	02/16 10:15
FAX NO./NAME	97251484
DURATION	00:00:36
PAGE(S)	03
RESULT	OK
MODE	STANDARD ECM

CITY OF LAREDO

PLANNING DEPARTMENT

FAX TRANSMITTAL

Please deliver this fax to:

NAME Juan Flores

COMPANY/ DEPARTMENT Flores Roofing & Construction

DATE 2/16/11

FROM Renée LaPerrière, Planner II

RECEIVING FAX NUMBER 725-1484

TOTAL NO. OF PAGES SENT (INCLUDING COVER SHEET) 1+2=3

Please call (956) 794-1613 if problems occur with transmission of this fax.
Our fax number is (956) 794-1624.

Renee J. La Perriere

From: Kristina L. Hale
Sent: Wednesday, February 16, 2011 12:22 PM
To: Renee J. La Perriere
Cc: Raul Casso; Susana Ramos; Vanessa Guerra
Subject: RE: P&Z Communication for 2601 E Ash St (CUP)

The issue is not the traffic as it is the fact that there are eighteen wheeler trucks driving in and out of a residential area and adjacent to a school crossing on a daily basis. The applicant has to be willing to negate the effects of the business use. Since we have the benefit of knowing what these are, appropriate safeguards must be included in the event the permit is in fact granted. I have included the temporary injunction signed by the judge for reference as to the truck restriction.

Also, please note that another big concern for neighbors is after hour drinking and hanging out. Therefore, please consider the following as additional conditions:

- **Loitering (loitering is defined as "to stand idly about; linger aimlessly without lawful business") is prohibited on the premise, sidewalks or adjacent property under the control of the business owner;**

- **It is further made a condition of this approval that if any condition is violated or if any law, statute ordinance is violated on this property, this permit shall be revoked by the Planning Commission or City Council, as may be applicable; provided the applicant has been given written notice to cease such violation and has failed to do so for a period of thirty days;** and,

- **The Applicant shall defend, indemnify and hold harmless the City of Carson, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, and approval of the City, its advisory agencies, appeal boards, or legislative body concerning this Conditional Use Permit and associated modifications. The City will promptly notify the Applicant of any such claim, action, or proceeding against the City and the Applicant will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for defense of the matter by the City Attorney. The City will cooperate fully in the defense. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the Applicant's consent but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.**

I have many pictures reflecting the truck traffic and loitering issues should you need copies for any reason. The fact that there are so many new P&Z members is a genuine concern. Therefore please ensure that all required paperwork has been turned in by the applicant before the item is even considered. Let me know if you have any questions.

Kristina Laurel Hale
Assistant City Attorney
1110 Houston Street
Laredo, Texas 78042
(956) 791-7317 Telephone
(956) 791-7494 Facsimile

From: Renee J. La Perriere
Sent: Wednesday, February 16, 2011 8:39 AM
To: Kristina L. Hale

2/16/2011

Cc: Susana Ramos; Vanessa Guerra
Subject: RE: P&Z Communication for 2601 E Ash St (CUP)

Good morning, Kristina—

I'm CC-ing Vanessa, also, as she has many years of zoning experience—I think both she and Susana can address some issues I cannot, due to my inexperience.

Re: roofing and construction. The application indicates "Roofing Company," as does the narrative submitted as part of the application materials. I spoke with the applicant's representative about this on February 7th; asked him if it really was only roofing or if the applicant wished to continue with roofing and construction. I was told it was going to be a roofing company only. Condition #12 addresses this, as does the restriction to activities included in Attachment "B" [the narrative], mentioned in Condition #3.

Parking is addressed in the Conditions (#'s 4, 5 & 6); I'm not sure what we do re: truck traffic. I will get back to you as soon as I've had a chance to discuss with my colleagues. I know there are signs restricting direction of traffic during certain hours due to the school, perhaps a condition could be added that emphasizes this.

Thanks,
Renée

Renée J. LaPerrière
Planner II
1120 San Bernardo
PO Box 579
Laredo, TX 78044-1965
(956) 794-1620
fax (956) 794-1624

From: Kristina L. Hale
Sent: Tuesday, February 15, 2011 6:51 PM
To: Renee J. La Perriere
Cc: Susana Ramos
Subject: RE: P&Z Communication for 2601 E Ash St (CUP)

Rene,
There need to be restrictions added that coincide with the temporary injunction intended to eliminate the negative effects of the business on the residents (as in truck traffic). I will get you a signed copy tomorrow. Also, this is not just a roofing, but has developed into a construction business. I am working on a few additions and will get them to you ASAP. Also, I apologize, but was in a meeting when you and Susana called earlier. If possible, please call or try and stop by tomorrow to discuss the issues at length. Thanks.

Kristina Laurel Hale
Assistant City Attorney
1110 Houston Street
Laredo, Texas 78042
(956) 791-7317 Telephone
(956) 791-7494 Facsimile

From: Renee J. La Perriere
Sent: Tuesday, February 15, 2011 4:50 PM
To: Kristina L. Hale
Subject: P&Z Communication for 2601 E Ash St (CUP)

Hi, Kristina—

Here is the Planning and Zoning Communication for the CUP case at 2601 E Ash. After discussing the existence of outstanding fines, it was determined not to include that information in the Communication as it was not Planning & Zoning specific (something

which Legal is welcome to bring up at the pub[illegible]nearing, however).

Please feel free to contact me if you have any additional questions.

Thanks for your help.

Renée

Renée J. LaPerrière
Planner II
1120 San Bernardo
PO Box 579
Laredo, TX 78044-1965
(956) 794-1620
fax (956) 794-1624

2/16/2011

CAUSE NO. 2011CV7000173D1

CITY OF LAREDO	§	**IN THE DISTRICT COURT**
	§	
VS.	§	49th **JUDICIAL DISTRICT**
	§	
JUAN JOSE FLORES	§	
D/B/A J.J. FLORES & ROOFING CO.	§	**WEBB COUNTY, TEXAS**

EX PARTE TEMPORARY RESTRAINING ORDER

PLAINTIFF CITY OF LAREDO has filed its Original Petition in this cause seeking a Temporary Injunction and Permanent Injunction against Defendants **JUAN JOSE FLORES** doing business as **J.J. FLORES ROOFING** and **CONSTRUCTION**. In the same Petition, Plaintiff has presented its request for an Ex Parte Temporary Restraining Order.

The Court **FINDS** from facts set forth in Plaintiff's Original Petition, and the exhibits and sworn affidavits attached thereto, that Defendants appears to be violating §24.65.6 of the Laredo Land Development Code.

The Court **FINDS** that Defendant's actions in conducting light manufacturing activities in a residential district appear to violate the city's zoning ordinance for which injunctive relief is expressly authorized by Texas Local Government Code, §212. 012.

The Court **FURTHER FINDS** Defendant's actions are detrimental to the safety and general welfare of the residents in the area, and unless immediately restrained, will continue before notice can be given, a hearing can be held and a final judgment be rendered by this Court.

1. **IT IS THEREFORE ORDERED** that a hearing on the City request for an Injunction shall take place to determine if.. Defendants **JUAN JOSE FLORES** doing business as **J.J. FLORES ROOFING and CONSTRUCTION**, as well as and its officers, agents, servants, employees, attorneys, and any other persons or entities in active concert or participation, shall be restrained from the operation or use of the property and land

situated at 2601 East Ash Street between the hours of 8:00 a.m. to 5:00 p. m for any purpose not conducive to the uses permitted under a R-1 (Single Family Residential) zoning district.

2. **IT IS ORDERED** that, *at no time* shall any commercial vehicle otherwise subject to the City of Laredo's truck routes, including all trucks, dump trucks, double bottom trucks, pole trailers, semi-trailers, tank vehicles, truck tractors, wreckers, or any other vehicle designed, used or maintained primarily for the transportation of property including, but not limited to raw materials, products, commodities or other commercial items, be permitted access to the property at 2601 East Ash Street to load, unload or provide any other service. It shall be the sole obligation of the Defendant to immediately notify all drivers and make alternative arrangements.

3. **IT IS ORDERED** that Defendants in this cause be and hereby are commanded forthwith to comply with this Order from the date of entry until and to the fourteenth (14) day after entry, or until further order of this Court, whichever is less.

3. **IT IS ORDERED** that the Clerk of the above-entitled Court shall forthwith issue an Ex Parte Temporary Restraining Order in conformity with the law and the terms of this Order. This Order shall be effective without the filing of a bond AS THE Court waives the bond requirement finding the Plaintiff to be a Municipality seeking to enjoin a violation of its ordinance.

4. **IT IS FURTHER ORDERED** that the Hearing on Plaintiff CITY OF LAREDO'S Application for Temporary Injunction is hereby set for the 24th day of FEBRUARY, 2011, at 9:00 o'clock A. m.

SIGNED this 10th day of Feb, 2011 at 4:25 o'clock P. m.

JUDGE PRESIDING

CITY OF LAREDO

PLANNING DEPARTMENT

February 7, 2011

Dear Property Owner:

The zoning ordinance for the City of Laredo requires that when a Conditional Use Permit is requested for any property, owners within 200 feet of that property be notified and offered the opportunity to express their opinions regarding the request.

A request has been received for a **Conditional Use Permit**, on **Lots 1 and 2, Block 1537 Eastern Division,** located at the following address: **2601 E. Ash Street.**

The existing zoning designation for this property is **R-1 (Single Family Residential District)** and requires a Conditional Use Permit for: **Roofing Company .**

A public hearing will be held by the Planning and Zoning Commission on Friday, **February 18, 2011**, at 12:00 p.m. (noon) in the City Council Chambers, 1110 Houston, Laredo, Texas. The Commission will give a recommendation to the City Council who will, at a public hearing scheduled at a later date, decide the fate of the application. You are invited to attend this hearing and express your opinions concerning this Conditional Use Permit request.

If you wish to object or support the proposed Conditional Use Permit, it is requested that you sign and detach the form below and send it to the Planning Department Office. Your objection or support will be conveyed to the Planning and Zoning Commission and the City Council.

If you have any questions, please telephone Renée LaPerrière at 956-794-1620 or come by this office.

----------**DETACH HERE**----------

ZC-04-2011; R-1 to CUP for Roofing Company on Lots 1 and 2, Block 1537 Eastern Division, located at 2601 E. Ash Street.

I _____ of _____
Name Address

object _____ **/ support** _____ the proposed zone change for the following reason:

_____

_____

_____

(_____) _____ _____
Telephone Signature Date

1120 San Bernardo Ave. P.O. Box 579 Laredo, Texas 78042 (956)794-1613 (956)794-1624 (fax)

CITY OF LAREDO

PLANNING DEPARTMENT

7 de febrero del 2011

Estimado Sr. Propietario:

La ley de Zonificación de la Ciudad de Laredo ordena que, cuando un Permiso de Uso Condicional es solicitado para cualquier propiedad; los dueños de propiedades a una distancia de 200 pies serán notificados y se les ofrece la oportunidad de expresar sus opiniones con respecto al Permiso de Uso Condicional.

Una solicitud ha sido recibido para un Permiso de Uso Condicional en **Lotes 1 y 2, Bloque 1537, Eastern Division,** localizado en la siguiente dirección: **2601 E. Ash Street.**

La propiedad actualmente tiene el uso de **R-1 (Distrito Residencial Unifamiliar)** y se solicita el Permiso de Uso Condicional para: **una empresa de techumbre.**

La Comisión de Zonificación celebrará una audiencia pública el viernes, **18 de febrero del 2011**, a las 12:00 p.m. (el mediodía) en las Cámaras del Concilio de la Ciudad, en 1110 Houston, Laredo, Texas. La Comisión de Zonificación hará su recomendación al Concilio de la Ciudad en audiencia pública, que se celebrará en fecha próxima, para tomar una decisión final sobre esto. Queda usted invitado a asistir a esta audiencia y expresar sus opiniones con respecto a esta solicitud de Permiso de Uso Condicional.

Si desea oponerse o respaldar el Permiso de Uso Condicional propuesto, necesitamos que firme la forma adjunta a este aviso y la envie a la Oficina de Planeación. Su objeción o respaldo será entregado a la Comisión de Planeación y Zonificación y al Concilio de la Ciudad.

Si usted tiene preguntas sobre esto, favor de comunicarse con Renée LaPerrière al 956-794-1620, o pasar a esta oficina.

----------**DESPEGUE AQUI**----------

ZC-04-2011; R-1 a CUP para empresa de techumbre en Lotes 1 y 2, Bloque 1537, Eastern Division, ubicado al **2601 E. Ash Street.**

Yo _____ de _____

Nombre Direccion

me **opongo** al _____ **/ respaldo** _____el cambio de zona propuesto por las siguientes razones:

_____

_____

_____

_____ _____ _____

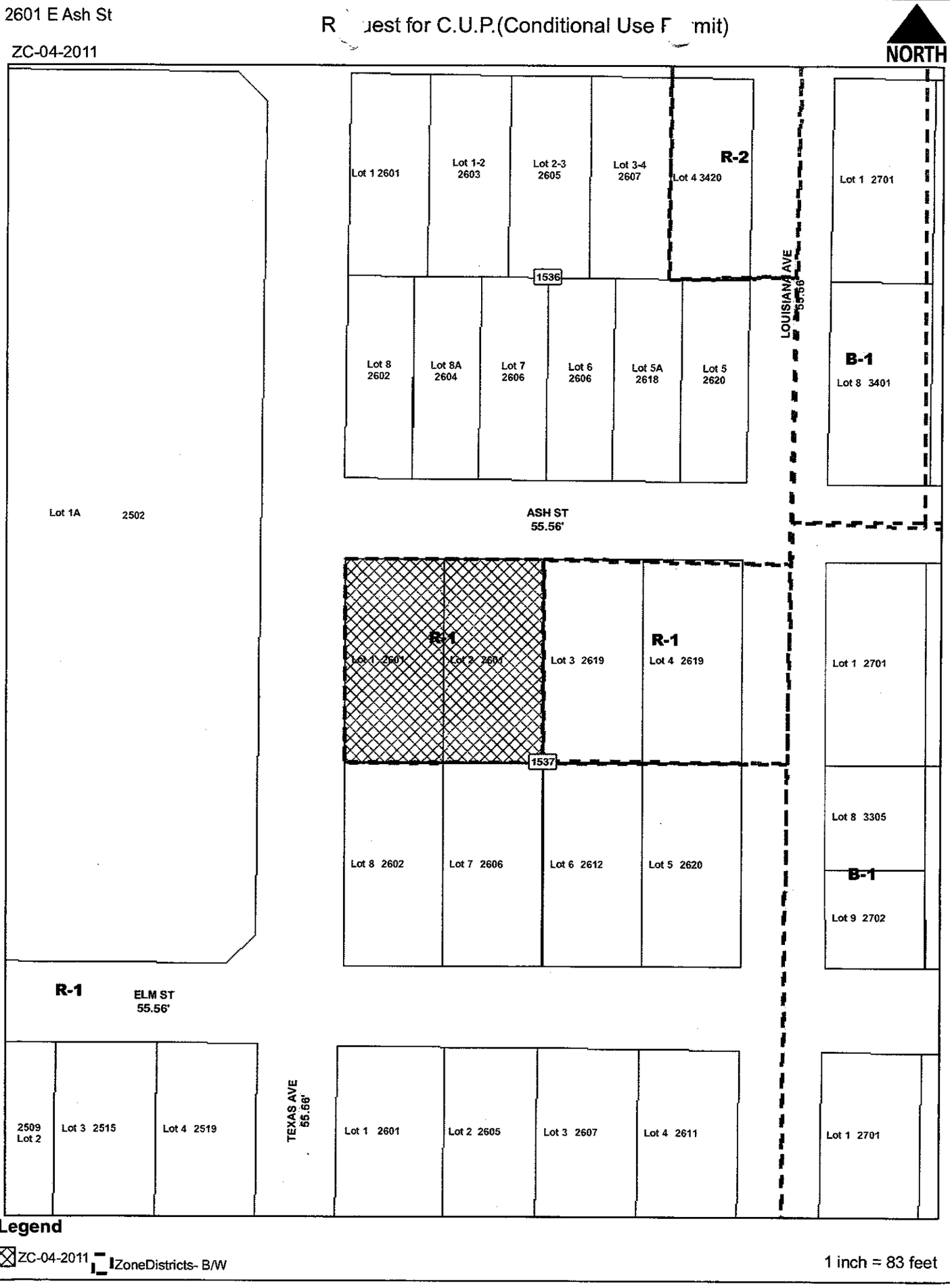
Telefono Firma Fecha

1120 San Bernardo Ave. P.O. Box 579 Laredo, Texas 78042 (956)794-1613 (956)794-1624 (fax)

2601 E Ash St

ZC-04-2011

R uest for C.U.P.(Conditional Use F mit)



Legend

ZC-04-2011 ZoneDdistricts- B/W

1 inch = 83 feet

- BLOCK 1537 ALL BLOCK E.D.
  554-01537-010
  554-01537-080
- BLOCK 1536 LOTS 1-4 AND 5-8 E.D.
  554-01536-010
  554-01536-030
  554-01536-50
  554-01536-081
- BLOCK 1387A E.D. MILTON ELEMENTARY SCHOOL
  551-01387-010
- BLOCK 1514 LOT 4 E.D.
  554-01514-040
- BLOCK 1538 LOTS 1-3 E.D.
  554-01538-010
  554-01538-040
- BLOCK 1664 LOTS 1 AND 8 E.D.
  557-01664-010
- BLOCK 1665 LOT 8 E.D.
  557-01665-080

24

554-01536-030
NAVARRO FIDEL ALFONSO & WF BEL
2607 E MONTGOMERY ST

LAREDO, TX 78043

554-01536-050
LAUREL JOSE LUIS & RENE R
PO BOX 1118

LAREDO, TX 78042

554-01536-060
WITTE OLGA MARIA
2618 E ASH ST, # 54

LAREDO, TX 78043

554-01536-061
RABAGO EDUARDO & MARIA ELOISA
2606 E ASH ST

LAREDO, TX 78043

554-01536-070
GARCIA ANA MARIA & ARACELI ROD
501 GONZALEZ ST

LAREDO, TX 78040

554-01536-080
BOTELLO JUAN & WF
GERALDINE E
2604 E ASH ST
LAREDO, TX 78043

554-01536-081
DE LEON OLGA MARTINEZ JAVIER & ~~DELEON OLGA~~
2602 E ASH ST

LAREDO, TX 78043

554-01537-010
FLORES JAN J D/B/A
2601 E ~~ASH~~ ST

LAREDO, TX 78043

554-01537-030
SCHOVEN STEVEN K
3916 SAN FRANCISCO AVE

LAREDO, TX 78041

554-01537-050 RAMIREZ FRANCISCO J
OK ~~CAVAZOS KRISTINA R & HUSB ISMA~~
2620 E ELM ST ET AL

LAREDO, TX 78043

554-01537-060
BARTON DOLORES V
2707 E ELM ST

LAREDO, TX 78043

554-01537-070
HARTMAN JOSEFA J
2606 E ELM ST

LAREDO, TX 78043

554-01537-080
SOLIS ULISES L & WF SANDRA D
2602 E ELM ST

LAREDO, TX 78043

554-01536-010
GONZALEZ MARCIAL RUBEN &
2603 E MONTGOMERY ST

LAREDO, TX 78043

554-01536-011
NOVOA MARIO JR & TREVINO DIANA
3417 N TEXAS AVE

LAREDO, TX 78043

554-01536-020
URDIALES GERARDO DANIEL &
URDIALES AVELINA UGARTE
2605 MONTGOMERY
LAREDO, TX 78043

551-01 7-010
LAREDO INDEPENDENT SCHOOL DIST
1702 HOUSTON ST

LAREDO, TX 78040

557-01664-010
SPARROW MARY R
2701 E ASH ST

LAREDO, TX 78043

554-01514-040
MENDOZA ADRIANA I
2519 E ELM ST

LAREDO, TX 78043

OK ✓ 557-01665-080 LONGORIA BERTHA CARMEN
~~CANLONG INVESTMENTS LTD~~ CARMEN
118 DEVONSHIRE CT

LAREDO, TX 78041

554-01538-010
RODRIGUEZ RAMIRO A
M ALICIA G T
2601 E ELM ST
LAREDO, TX 78043

554-01538-020
TREVINO JOSE RAFAEL & SYLVIA A
2609 E ELM ST

LAREDO, TX 78043

554-01538-030
GONZALEZ GEORGE L & WF
2611 E ELM ST

LAREDO, TX 78043

554-01538-040
VOLPE RAUL L JR & WF BERTA H
951 WITHERSPOON

LAREDO, TX 78046


Lot 2 3510
1386
Lot 5 3510
MILMO AVE
40'
2502
Lot G
1518-B
Lot F
2504
Lot E
2506
Lot C
2520
VILLA WAY
31'
1518-A
Lot
TEXAS AVE
34'
Lot 28
2600
1535
Lot
2700
1666
Lot
2720
Lot
2720
MONTGOMERY ST
55.56'
2601
Lot 1
2603
Lot 1-2
Lot 2-3
2605
2607
Lot 3-4
3420
Lot 4
1536
2602
Lot 8
Lot 3A
2604
2606
Lot 7
Lot 6
2606
2618
Lot 5A
Lot 5
2620
2701
Lot 1
Lot 2A
3410
1665
3401
Lot 8
Lot 3A
3402
1387A
Lot 1A
2502
ASH ST
55.56'
2619
Lot 3
2619
Lot 4
1537
2602
Lot 8
2606
Lot 7
2612
Lot 6
2620
Lot 5
2701
Lot 1
2705
Lot 2
2715
Lot 3
2719
Lot 4
1664
3305
Lot 8
2702
Lot 9
2716
Lot 7
2718
Lot 6
2720
Lot 5
LOUISIANA AVE
55.56'
ELM ST
55.56'
2409
2411
Lot 3-4
2419
Lot 4
1389
2410
Lot 6-5
2418
2420
Lot 5
2501
Lot 1
2509
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2515
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2519
Lot 4
1514
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2516
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2520
Lot 5
MILMO AVE
55.56'
TEXAS AVE
55.56'
2601
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1538
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1663
2702
Lot 8
2704
Lot 7
2716
Lot 6
3202
Lot 5
LOCUST ST
55.56'
2409
2415
Lot 4
2419
Lot 5
1390
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2619
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1539
2602
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2608
Lot 7
2616
Lot 6
2620
Lot 5
2701
Lot 1
2701
Lot 2
2713
Lot 3
2715
Lot 4
3120
Lot 5
3120
Lot 6
2702
Lot 12-11
2712
1662
3110
Lot 9-8-7

CITY OF LAREDO

CITY COUNCIL MEETING

CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS
5:30 P.M.

98-O-017
M-1 to R-1

M98-R-17 **MINUTES** **APRIL 20, 1998**

I. CALL TO ORDER

With a quorum present Mayor Elizabeth G. Flores called the meeting to order.

II. PLEDGE OF ALLEGIANCE

Mayor Elizabeth G. Flores led in the Pledge of Allegiance.

III. ROLL CALL

IN ATTENDANCE:
ELIZABETH G. FLORES, MAYOR
JOSE R. PEREZ, COUNCILMEMBER, DISTRICT I
LOUIS H. BRUNI, " , DISTRICT II
ALFONSO I. "PONCHO" CASSO, " , DISTRICT III
CECILIA MAY MORENO, " , DISTRICT IV
ELISEO VALDEZ, " , DISTRICT V
JOE A. GUERRA, " , DISTRICT VI
MARIO G. ALVARADO, " , DISTRICT VII
CONSUELO "CHELO" MONTALVO, " , DISTRICT VIII
GUSTAVO GUEVARA, JR., CITY SECRETARY
FLORENCIO PENA, III, CITY MANAGER
JAIME L. FLORES, CITY ATTORNEY

IV. APPROVAL OF MINUTES

2. City Council Meeting of February 23, 1998
Workshop on Economic Development on February 24, 1998
Workshop with Legislative Consultant on February 25, 1998
City Council Meeting of March 2, 1998
City Council Meeting of March 16, 1998

Motion to approve.

Moved : Cm. Guerra
Second: Cw. Moreno
For: 7 Against: 0 Abstain: 0
Cm. Casso was not present.

Motion to waive the rules of order and move item D(1).

Moved : Cm. Alvarado
Second: Cm. Guerra
For: 7 Against: 0 Abstain: 0

Motion to waive the rules of order and move item A(1).

Moved : Cw. Moreno
Second: Cm. Valdez
For: 7 Against: 0 Abstain: 0

Multi-Agency Financial Disruption Task Force f
the period of January 1, 1998 through December 31, 1998. (Louis H. Bruni)

Motion to approve Ordinance #98-O-106.

Moved : Cm. Perez
Second: Cw. Moreno
For: 7 Against: 0 Abstain: 0

15. 98-O-107 Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1 and 2, Block 1537, Eastern Division, located on the northeast corner of the intersection of Ash St., and Texas Ave., from M-1 (Light Manufacturing District) to R-1 (Single Family Residential District. The Planning and Zoning Commission recommends approval of this zone change. (Louis H. Bruni)

Motion to approve Ordinance #98-O-107.

Moved : Cm. Perez
Second: Cw. Moreno
For: 7 Against: 0 Abstain: 0

16. 98-O-108 Ordinance amending the City of Laredo's 1997-1998 Annual Budget in the amount of $5,000.00, and authorizing the City Manager to enter into an agreement with the Office of the Comptroller for the reimbursement of $5,000.00, for funding a Tobacco Compliance program. This money will be used to pay overtime wages for Laredo Police Crime Prevention officers involved in this operation. This will be the first year the City has entered into this agreement and is at no cost to the City. (City Council)

Motion to approve Ordinance #98-O-108.

Moved : Cm. Perez
Second: Cw. Moreno
For: 7 Against: 0 Abstain: 0

17. 98-O-109 Ordinance approving an amendment to the contract with the Texas Department of Health and Budget revision for the Tuberculosis Prevention Control Projects of the City of Laredo Health Department to reflect two budgets: the TB Federal Projects for the period beginning January 1, 1998, through December 31, 1998, in the amount of $99,950.00, and the "Los Dos Laredos" TB Binational Project for the period beginning January 1, 1998, through June 30, 1998, in the amount of $46,438.00. (City Council)

Motion to approve Ordinance #98-O-109.

Moved : Cm. Perez
Second: Cw. Moreno
For: 7 Against: 0 Abstain: 0

VII. RESOLUTIONS

18. 98-R-053 Accepting a grant from the Texas Alternate Fuel Council in the amount of $35,000.00 with the City

98-0-017

M-1 to R-1

CITY OF LAREDO
PLANNING AND ZONING COMMISSION

MINUTES OF THE MEETING OF MARCH 5, 1998.

The City of Laredo Planning and Zoning Commission convened in regular session open to the public at 6:00 p.m. on Thursday, March 5, 1998 in the City Council Chamber at City Hall, 1110 Houston Street, Laredo, Tx. with the following Commissioners present:

Present:	Pete Leal Jesus Hinojosa John Galo Rogelio "Coque" Rodriguez Mark C. Pease Rosie Herrera Lilia Perez
Absent	Margarito Benavides Nathan R. Bratton
Staff:	Keith Selman Juan Segovia Graciela Sosa Nina Nixon-Mendez
Others:	Carlos Herrera Steve A. Snow Hector Cabello Maria Elena Almanza Maria Teresa Gonzalez Josefa B. Villanueva Jose Briones Del S. Trautmann Domingo Salinas Norma Perez Josefa Hartman Arthur Zuñiga Imelda C. de Virlar Jesús Antonio Virlar

10. A zone change request on Lots 1 and 2, Block 1537, Eastern Division, from M-1 (Light Manufacturing District) to R-1 (Single Family Residential District), located on the northeast corner of the intersection of Ash Street and Texas Avenue.

Josefa Hartman, resident of the area, spoke in favor of the zone change.

Motion by Cm. Pease to close the public hearing and recommend approval of the zone change.

Second: Cm. Herrera
In Favor: 7
Opposed: 0
Abstained: 0 Motion carried unanimously

11. A zone change request on Lot 10, Block 942, Eastern Division, from R-3 (Mixed Residential District) to B-1 (Limited Business District), located at 2915 Mendiola Ave.

Maria Elena Almanza, representing the applicant, spoke in favor of the zone change.

Cm. Leal asked staff what type of objections had been received regarding the Day Care proposed for this site.

Mr. Selman stated that the majority of the letters received against were regarding the issue of increased traffic.

Motion by Cm. Pease to close the public hearing and recommend denial of the zone change.

Second: Cm. Rodriguez
In Favor: 7
Opposed: 0
Abstained: 0 Motion carried unanimously

12. A zone change request on Lots 7 and 8, Block 855, Western Division, from B-3 (Community Business District) to B-4 (Highway Commercial District), located at 3319 San Dario Ave.

Maria Teresa González, resident of the area, spoke against the zone change. She stated that the paint odors bother them, and can create health problems.

Jesus A. Virlar, the applicant, spoke in favor of the zone change.

Renee J. La Perriere

From: Renee J. La Perriere
Sent: Monday, February 07, 2011 9:14 AM
To: Kristina L. Hale
Subject: RE: FYI re: CUP application from folks at 2601 E Ash Street

Good morning, Kristina—

Duly noted. Although Mr. Flores has $5000 fines outstanding, the CUP ordinance only addresses outstanding taxes; the property's taxes are all current through 2010. I informed the representative of the applicant (Mr. Juan Nieto) twice on the day he submitted the application (Feb 3rd), as well as the day he initially came by to submit (Jan 28th) that the applicant may not operate his business during the processing of the CUP.
And that if he is found to be operating the business, the Zoning Officers can site him.

I will let you know if there are any developments on this end.

Thanks,
Renée

Renée J. LaPerrière
Planner II
1120 San Bernardo
PO Box 579
Laredo, TX 78044-1965
(956) 794-1620
fax (956) 794-1624

From: Kristina L. Hale
Sent: Friday, February 04, 2011 5:30 PM
To: Renee J. La Perriere
Cc: Raul Casso; Eliseo Rico III
Subject: RE: FYI re: CUP application from folks at 2601 E Ash Street

Hi Renee,

I assume that you are required to process all applications. However, please ensure that it is duly noted that this case is in litigation. Although their 'grandfathered' and 'takings' claims were dismissed, we filed a petition for injunction seeking the immediate cessation of all business activities not conducive to an R-1. I anticipate that the judge will sign the temporary restraining order Monday morning Also, keep in mind that Mr. Flores has over $5,000 in outstanding zoning violations related to the property.

Kristina Laurel Hale
Assistant City Attorney
1110 Houston Street
Laredo, Texas 78042
(956) 791-7317 Telephone
(956) 791-7494 Facsimile

From: Renee J. La Perriere
Sent: Friday, February 04, 2011 11:06 AM
To: Kristina L. Hale
Subject: FYI re: CUP application from folks at 2601 E Ash Street

Good morning, Kristina—

Per advice from Susana Ramos, I'm sending this e-mail as an FYI regarding the property at 2601 E Ash St. Yesterday we accepted an application for a CUP (for a roofing company) from Juan Flores (with Juan Nieto as their representative on the application). I will be looking over the site plan (today, I hope, but I may not get to it until Monday) to make certain the parking and landscaping complies with the LDC.

Let me know if you have any concerns or want more information.

Renée

Renée J. LaPerrière
Planner II
1120 San Bernardo
PO Box 579
Laredo, TX 78044-1965
(956) 794-1620
fax (956) 794-1624

2/7/2011

251-1062
645-1704

Juan Solis

Conditional Use Permit Application

Fee - $300.00

ZC - 04 - 2011

APPLICANT Juan J. Flores OWNER Juan J. Flores

ADDRESS 3600 McClelland

TELEPHONE (956) 235-0956

ADDRESS OF PROPOSED CONDITIONAL USE PERMIT 2601 E. Ash

PRESENT LAND USE Roofing Company PRESENT ZONING R-1

PROPOSED LAND USE Roofing Co.

THE FOLLOWING DOCUMENTS MUST BE PROVIDED WITH APPLICATION:

_____ COPY OF RECORDED DEED
_____ ORIGINAL TAX **CERTIFICATE** (CITY OF LAREDO, WEBB CO., SCHOOL DISTRICT)
_____ DEED RESTRICTIONS (IF APPLICABLE)
_____ DETAILED SITE PLAN (Plano de Ubicacion)
_____ DETAILED NARRATIVE DESCRIBING PROPOSED USE

City of Laredo Planning & Zoning FEB 24 2011 Received

LEGAL DESCRIPTION OF PROPERTY:*

LOT 1 & 2 TRACT _____
BLOCK 1537 SURVEY _____
SUBDIVISION ED ABSTRACT _____
NO. OF LOTS 2 NO. OF ACRES _____

** For properties not in a recorded subdivision submit a current survey and complete metes and bounds description by a Texas Registered Public Surveyor.*

The undersigned has read the above application and does hereby certify that all information contained therein is true and correct. I further certify that I have been informed of the times and dates that this request will be considered by the Planning and Zoning Commission and the City Council. I further agree to the placement of a temporary sign on the site advising the general public of the proposed conditional use permit.

_____ _____
Signature of Owner(s) Date

_____ _____
Signature of Owner(s) Date

Note: If applicant is different from the owner named on the deed, an affidavit must be completed.

- All owners of the above cited property must sign and date application.
- If the owner of the property is a corporation, proof of legitimacy of signing party must be provided.

City of Laredo
Tax Assessor-Collector
P.O. Box 6548
Laredo TX 78042
Phone: (956) 791-7403
As of 2/01/11

Parcel number
554-01537-010- -

172170

Legal Description
2601 ASH ST
LOTS 1-2 BLK 1537 ED

Current owner:
FLORES JUAN J D/B/A
2601 E ASH ST
LAREDO TX 78043

*** * T A X C E R T I F I C A T E # 1446413 * ***

YEAR PD	ENTITY	UNPAID	PENALTY/INT	OTHER +/-	TOTAL DUE
Grand		.00	.00	.00	.00

PAID IN FULL

I, ELIZABETH MARTINEZ, TAX ASSESSOR-COLLECTOR FOR THE CITY OF LAREDO, TEXAS, DO HEREBY CERTIFY THAT AFTER A CAREFUL CHECK OF THE TAX RECORDS OF THIS OFFICE, THE ABOVE DELINQUENT TAXES, PENALTIES AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY IF APPLICABLE, THE ABOVE-DESCRIBED PROPERTY MAY BE RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL.

TAX ASSESSOR-COLLECTOR/AUTHORIZED OFFICER

Patricia A. Barrera, RTA
WEBB COUNTY TAX ASSESSOR - COLLECTOR
1110 Victoria St. Ste 107 . Laredo, Texas 78040
(956) 523-4200

NO 238207

TAX CERTIFICATE

ACCOUNT NUMBER: 554-01537-010

PROPERTY OWNER:

FLORES JUAN J D/B/A
2601 E ASH ST
LAREDO, TX 78043-1320

PROPERTY DESCRIPTION:

LOTS 1-2 BLK 1537 ED

ACRES 0.442 MIN% .00000 TYPE
CAUSE #2010-1393 LCC BANKRUPTCY # USER CODES SUT

YEAR	ENTITY	TOTAL
2010	WEBB COUNTY	* ALL PAID *
	LAREDO COMMUNITY COLLEGE	* ALL PAID *
	ROAD AND BRIDGE	* ALL PAID *

TOTAL SEQUENCE 0 * ALL PAID

TOTAL TAX:	* ALL PAID
UNPAID FEES:	* NONE
INTEREST ON FEES:	* NONE
COMMISSION:	* NONE
TOTAL DUE ==>	* ALL PAID

TAXES PAID FOR YEAR 2010 $1,948.60

ALL TAXES PAID IN FULL PRIOR TO AND INCLUDING THE YEAR 2010 EXCEPT FOR UNPAID YEARS LISTED ABOVE.

The above-described property may be subject to special valuation based on its use, and additional rollback taxes may become due. (Section 23.55, Property Tax Code)

If applicable, should the property described herein be an undivided interest, the Tax Certificate does not apply to the remaining undivided interest, and will not extinguish our Tax lien on those remaining undivided interest. Multiple Tax Certificaates are required in such cases.

There is a fee on all Tax Certificates. (Section 31.08, Property Tax Code)

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS DATE OF 02/01/2011

CHECK No Cash

Fee Paid: $10.00

Patricia A. Barrera, RTA
County Tax Assessor - Collector

By: _____
Deputy Collector

2/03/2011
KDE

LAREDO I.S.D. TAX OFFICE
904 JUAREZ AVENUE
LAREDO, TEXAS 78040
WWW.LAREDOISD.ORG
RODOLFO SANCHEZ, TAX COLLECTOR
TEL: (956) 795-3300 FAX: 795-3477

TAX CERTIFICATE

FEE 10.00

ACCOUNT: 554-01537-010

CERTIFICATE NUMBER: 124,260

OWNER NAME & ADDRESS
FLORES JUAN J D/B/A
2601 E ASH ST
LAREDO TX 78043-1320

LEGAL DESCRIPTION
LOTS 1-2 BLK 1537 ED

2010-1393 07-12-10
ACRES
2601 ASH

NO TAXES ARE DUE.

JURIS = TAXING ENTITY CODES:
01 LAREDO I.S.D.

THE 2010 TAXES: 3,771.80 PAID ON: 01/31/2011

CURRENT TAX ROLL MARKET VALUE: 296,060

THIS IS TO CERTIFY THAT AFTER A CAREFUL CHECK OF THE TAX RECORDS OF THIS OFFICE, ALL TAXES DUE THE LAREDO I.S.D ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID AS OF THE DATE LISTED ABOVE INCLDUING2010 WITH THE ABOVE LISTED EXCEPTIONS.

ISSUED TO - FLORES JUAN J D/B/A LOAN/GF NUMBER -

AUTHORIZED AGENT: Rodolfo Sanchez, RTA,CSTA Tax Assessor Collector

Signed By: Karina De La Rosa Date: 2-3-2011

THIS CERTIFICATE DOES NOT CLEAR ABUSE OF GRANTED EXEMPTIONS AS DEFINED IN SECTION 11.43 PARAGRAPH (I) OF THE TEXAS PROPERTY TAX CODE.

LAREDO INDEPENDENT SCHOOL DISTRICT
TEXAS
LAREDO

GF 2071100011 LP

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Warranty Deed with Vendor's Lien

Date: January 10, 2007

Grantor: Lucas Galvan, Administrator of the Estate of Gilberto Galvan, Deceased

Grantor's Mailing Address:

Lucas Galvan
2220 Sanchez
Laredo, TX. 78040

Grantee: Juan J. Flores d/b/a JJ Flores Roofing

Grantee's Mailing Address:

Juan J. Flores d/b/a JJ Flores Roofing
3602 McClelland
Laredo, TX. 78046

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of FALCON INTERNATIONAL BANK in the principal amount of ONE HUNDRED FIFTY-THREE THOUSAND AND NO/100 DOLLARS ($153,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of FALCON INTERNATIONAL BANK and by a first-lien deed of trust of even date from Grantee to RAY A. GONZALES, trustee.

Property (including any improvements):

Lots One (1) and Two (2), Block One Thousand Five Hundred Thirty-seven (1537), situated in the Eastern Division of the City of Laredo, Webb County, Texas, as per original map or plat of said City.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Oil, Gas and Mineral Lease dated April 28, 1975, from David Jose Cantu and Dora Luz Cantu to South Texas Exploration Company, recorded in Volume 489, Page 936, Deed Records of Webb County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

FALCON INTERNATIONAL BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of FALCON INTERNATIONAL BANK and are transferred to FALCON INTERNATIONAL BANK without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

Lucas Galvan

Lucas Galvan, Administrator of the Estate of Gilberto Galvan, Deceased

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on January 10th, 2007, by Lucas Galvan, as Administrator of the Estate of Gilberto Galvan, Deceased.

LETICIA H. PEREZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 7-21-2009

Leticia H. Perez
Notary Public, State of Texas
My commission expires: 07-21-09

PREPARED IN THE OFFICE OF:

Hackfeld & Associates, P.C.
Attorneys at Law
P.O. Box 2432
Austin, Texas 78768

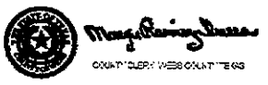
AFTER RECORDING RETURN TO:

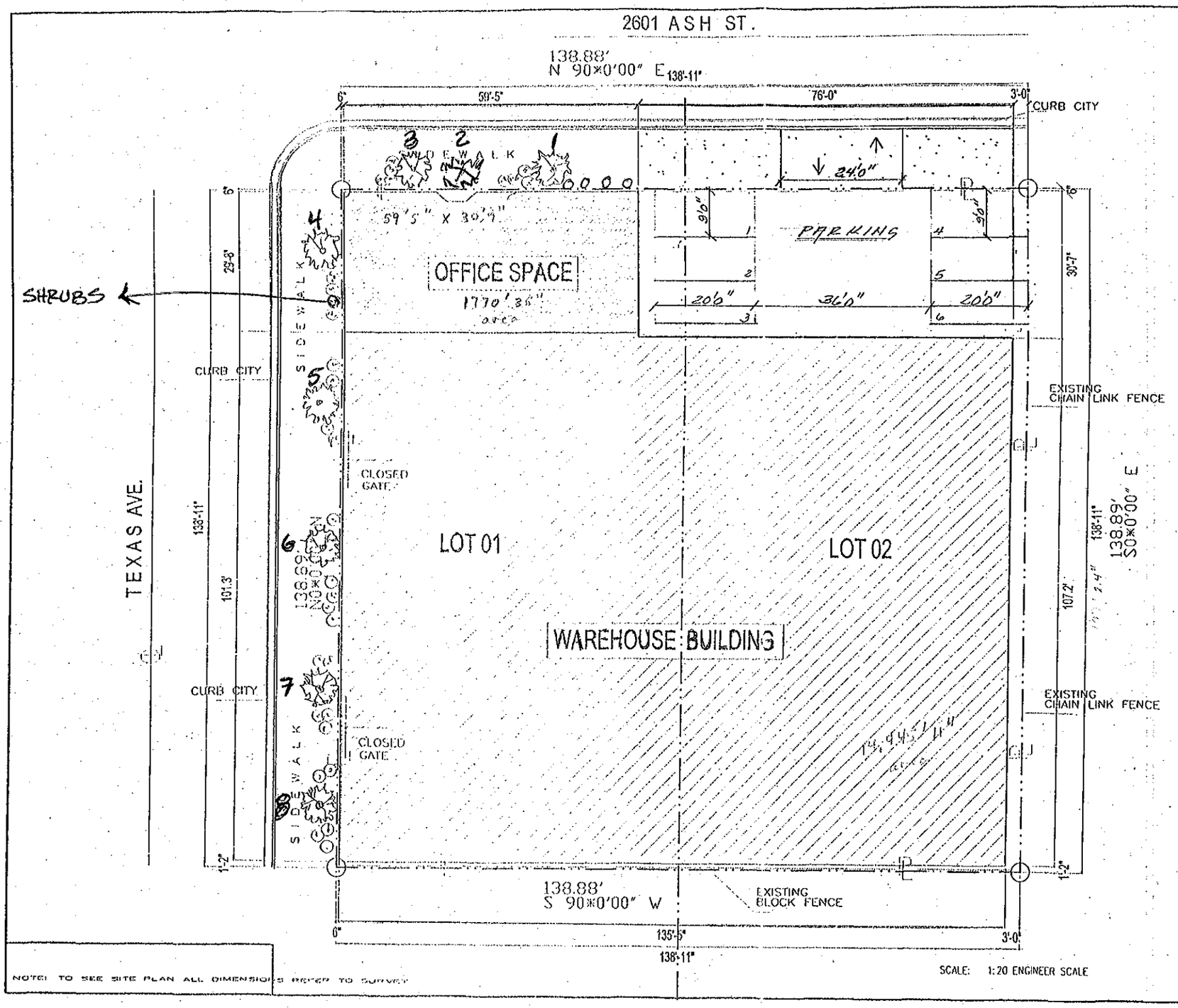
Border Title Group
5901 McPherson, Suite 6C
Laredo, Texas 78041
(956) 717-8339
Fax (956) 717-3095

RETURN TO:
BORDER TITLE GROUP
5901 MCPHERSON RD., STE. 6C
LAREDO, TX 78041
Cet 2861
20711000 1 cp

Doc# 951198
Pages 4
01/18/2007 15:49:17 PM
e-Filed & e-Recorded in the
Official Public Records of
WEBB COUNTY
MARGIE RAMIREZ IBARRA
COUNTY CLERK
Fees 24.00

STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND AT THE TIME STAMPED HEREON BY ME AND WAS DULY RECORDED IN THE VOLUME AND PAGE OF THE OFFICIAL PUBLIC RECORDS OF WEBB COUNTY AS STAMPED HEREON BY ME





NOTE: TO SEE SITE PLAN ALL DIMENSIONS REFER TO SURVEY

NORTH

NOTES:

OWNER SHALL PROVIDE THE FOLLOWING TREES & SHRUBS.

PROPOSED C.U.P.
2601 ASH ST.

LOTS 1 & 2
BLOCK 1537 E.D.

TREES : 8
BUSHES : 32

8 - TREES
0 - SHRUBS

EXHIBIT "A"

SITE PLAN SCALE: 1:20 ENGINEERS SCALE

ARKETO DESIGN
BY Joe Tiz
CELL: 956-220-6571 LAREDO TX. WEBB COUNTY

ZC-090-2023

PROPOSED

CONDITIONAL / ~~SPECIAL~~ USE PERMIT

FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY REPEALING ORDINANCE 2011-O-043 WHICH AUTHORIZED A CONDITIONAL USE PERMIT FOR A ROOFING COMPANY AND AUTHORIZE THE ISSUANCE OF CONDITIONAL USE PERMIT FOR A CLEANING SERVICE ON LOTS 1 AND 2, BLOCK 1537, EASTERN DIVISION, LOCATED AT 2601 EAST ASH STREET; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received to repeal Ordinance 2011-O-043 which authorized a conditional use permit for a roofing company and authorize the issuance of conditional use permit for a cleaning service on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 East Ash 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 September 7, 2023; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** of repealing Ordinance 2011-O-043 and the issuance of the Conditional Use Permit; and,

WHEREAS, notice of repealing Ordinance 2011-O-043 and the issuance 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 September 18, 2023, on the request and finds the repealing of Ordinance 2011-O-043 and the issuance of 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 to repeal Ordinance 2011-O-043 which authorized a conditional use permit for a roofing company and authorize the issuance of conditional use permit for a cleaning service on Lots 1 and 2, Block 1537, Eastern Division, located at 2601 East Ash 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, "Exhibit A", which is made part hereof for all purposes.
2. The hours of operation shall be limited to, Monday to Friday from 8:30 am to 5:30 pm.

3. The Conditional Use Permit is restricted to the activities described in the narrative, "Exhibit B", which is made part of hereof for all purposes.
4. No hazardous materials shall be stored in the facility. Hazardous occupancy and the storage of hazardous material shall be prohibited on the premises. The determination of a hazardous occupancy or material shall be made by the Fire Chief as per the Laredo Land Development Code, Section 24.74.3(d). Hazardous materials shall be defined as stated in the City of Laredo Code of Ordinances, Sec. 33-20.
5. Heavy equipment storage shall be prohibited on the premises.
6. Shall the business decide to expand the operations to include hazardous chemicals, hazardous materials, or deviate to bulk chemicals, the Conditional Use Permit shall be revoked. Hazardous materials and hazardous chemicals shall be defined as stated in the City of Laredo Code of Ordinances, Sec. 33-20.
7. All parking pertaining to the business shall be provided within the property boundaries including but not limited to customer parking, employee parking, or business vehicle parking or portion therefore.
8. All storage pertaining to the business shall be stored inside the enclosed building including but not limited to materials, chemicals, equipment, business vehicles or portion thereof.
9. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
10. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
11. 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.
12. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
13. Signage shall be consistent with the City's Sign Ordinance.
14. The establishment shall be kept in a sanitary condition.
15. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
16. 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.
17. 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.
18. The proposed use shall undergo an annual Fire Inspection.
19. 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.
20. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.

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

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

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

1. Revocation

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

A. Circumstances that warrant revocation of an approved conditional use permit include, but shall not be limited to, any of the following:
    1. Violation of any of the conditions of the conditional use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
    2. A plea of guilty or no-contest to an offense that that occurs on the property for which the conditional use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;
    3. The building, premise, or land uses under the conditional use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate conditional use permit for such enlargement, modification, structural alteration or change;
    4. Violation of any provision of the site plan encompassing the property for which the conditional use permit was issue for, terms or conditions of a conditional use permit;
    5. The conditional use permit was obtained by fraud or with deception.
B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council may revoke the conditional use permit, deny the revocation and allow the use to continue, or deny the revocation and amend the conditional use permit to attach conditions to assure that the terms, conditions and requirements of the conditional use permit be met.
C. Effect of revocation. Upon the effective date of the revocation, it shall be unlawful to undertake or perform any activity that was previously authorized by the conditional use permit. Any person, firm, or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2023.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 9.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Emami Plaza, LLC, Owner; Otilia's Restaurant, Applicant; Cornerstone Land Use Consulting, LLC, Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2022-O-083, which authorized a special use permit for a restaurant serving alcohol on Lot 1, Block 1, Emami Plaza Plat, located at 3311 East Del Mar Boulevard, Suite 101 (6,924 square feet) in order to reduce the square footage and amend the hours of operation.

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

ZC-091-2023
District V

PREVIOUS COUNCIL ACTION

On June 6, 2022, City Council approved a special use permit for restaurant serving alcohol.

BACKGROUND

Council District: V - Ruben Gutierrez, Jr.

Proposed use: Restaurant Serving Alcohol (Otilia's Restaurant, LLC)

Site: The site is currently under construction for a commercial building.

- On June 6, 2022, City Council approved a special use permit for restaurant serving alcohol.
- Although the proposed use does not meet the required parking as per the Laredo Land Development Code Section 27.78.3, the plaza does provide 210 parking spaces for approximately 15 uses and the parking is therefore not anticipated to spill over into the surrounding area.

The proposed amendments for Ordinance 2022-O-083 are as follows:

- **Square footage**: Amend the square footage to be reduced to 2,924 square feet

from 8,383 square feet.
- **Hours of operation**: Amend the hours of operation of Monday to Thursday from 11:00 a.m. to 12:00 a.m. (midnight) and Friday to Saturday from 11:00 a.m. to 2:00 a.m to Monday to Sunday from 8:00 a.m. to 2:00 a.m.

Surrounding land uses: To the north of the site is Del Mar Boulevard and vacant undeveloped land. To the east of the site is John B. Alexander parkway, entrance of D&J Alexander Estates, and vacant undeveloped land. To the south of the site is predominantly single family residential use, Hemingway Loop, and Edgar Allen Poe Drive. To the west of the site is Zacate Creek, multi-family residential use, and vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential 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 E Del Mar Boulevard as a Modified Major Arterial and identifies John B Alexander Parkway as a Collector.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 33

- **Inside 200 feet:**
  - In Favor: 0 Opposed: 0
- **Outside 200 feet:**
  - In Favor: 0 Opposed: 1

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission is a 4 to 2 vote recommended **approval** of the special use permit amendment.

STAFF RECOMMENDATION

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

Staff **supports** the proposed special use permit amendment at this location for the following reasons:

1. All conditions other than the amendment to reduce the square footage and amend of the hours of operation shall remain the same.

If approved, Staff recommends the continuance of the following provisions from the existing Ordinance 2022-O-083, except the reduction of the square footage and the amendment of the hours of operation:

1. The Special Use Permit is issued to Ricardo Kissi, and is non-transferable.
2. ~~The Special Use Permit is restricted to the site plan, which is made part hereof for all purposes.~~ *The Special Use Permit is restricted to Suite 101 and limited to 6,924 square feet as per site plan, "Exhibit A" which is made part hereof for all purposes.*
3. ~~The hours of operation shall be limited to, from Monday to Thursday, 11:00 a.m. to 12:00 a.m. (midnight) and Friday to Saturday, 11:00 a.m. to 2:00 a.m.~~ *The hours of operation shall be limited to, Monday to Sunday from 8:00 a.m. to 11:00 p.m.*
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
6. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
7. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
8. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
9. Outdoor music and speakers are prohibited. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
10. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
11. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
12. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
13. The restaurant shall undergo an annual Fire Inspection.
14. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
15. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
16. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as

per TABC (not to exceed the required alcohol sales percentage).

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

Staff **supports** the application.

Fiscal Impact

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

Attachments

Maps
Narrative
Site Plan
Tenant List
Ordinance 2022-O-083
Zone Change Signage
Draft Ordinance

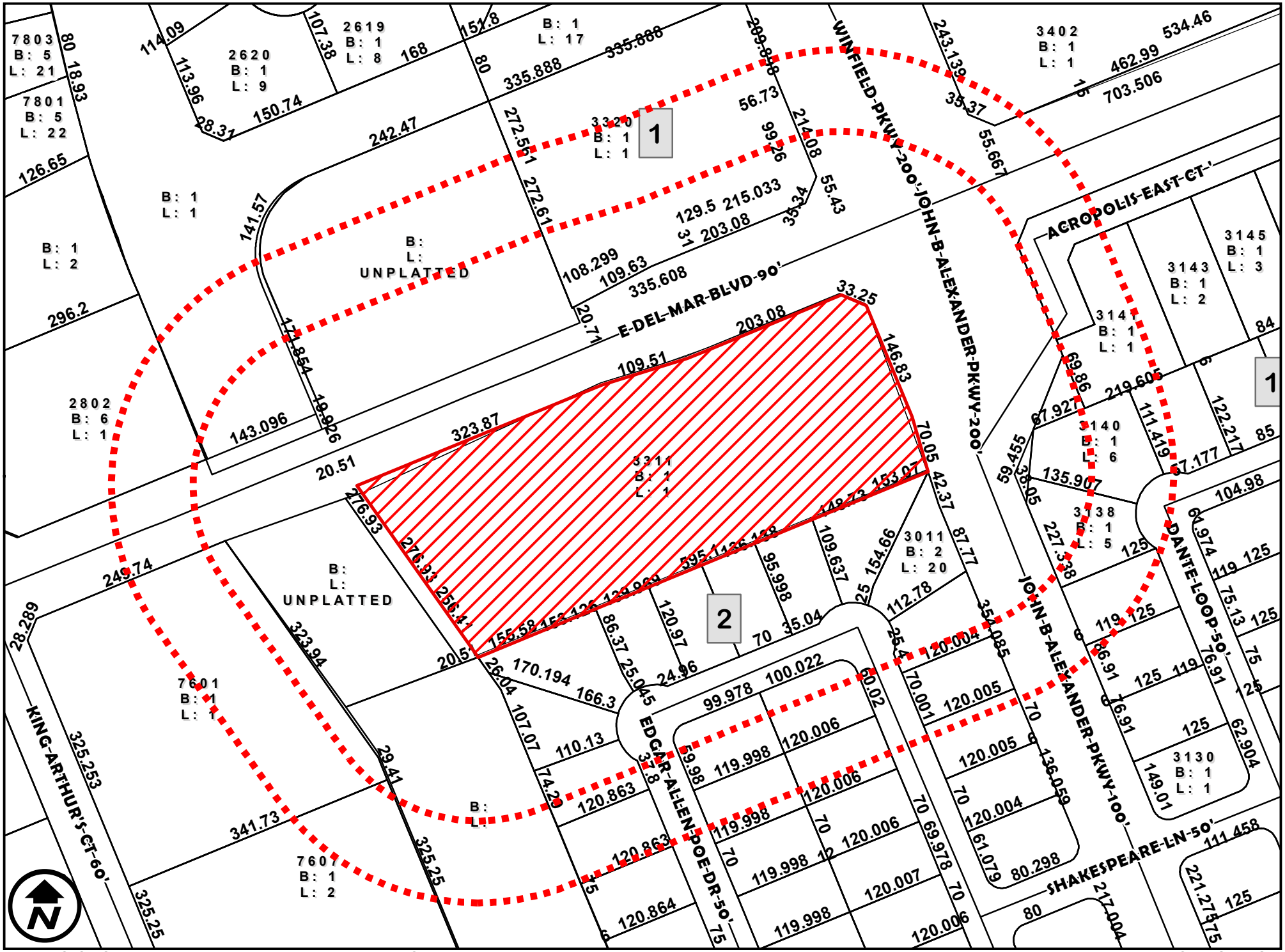


AERIAL MAP

1 inch = 150 feet

ZC-091-2023
COUNCIL DISTRICT 5
3311 EAST DEL MAR BOULEVARD

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P AMENDMENT FOR RESTAURANT SERVING ALCOHOL

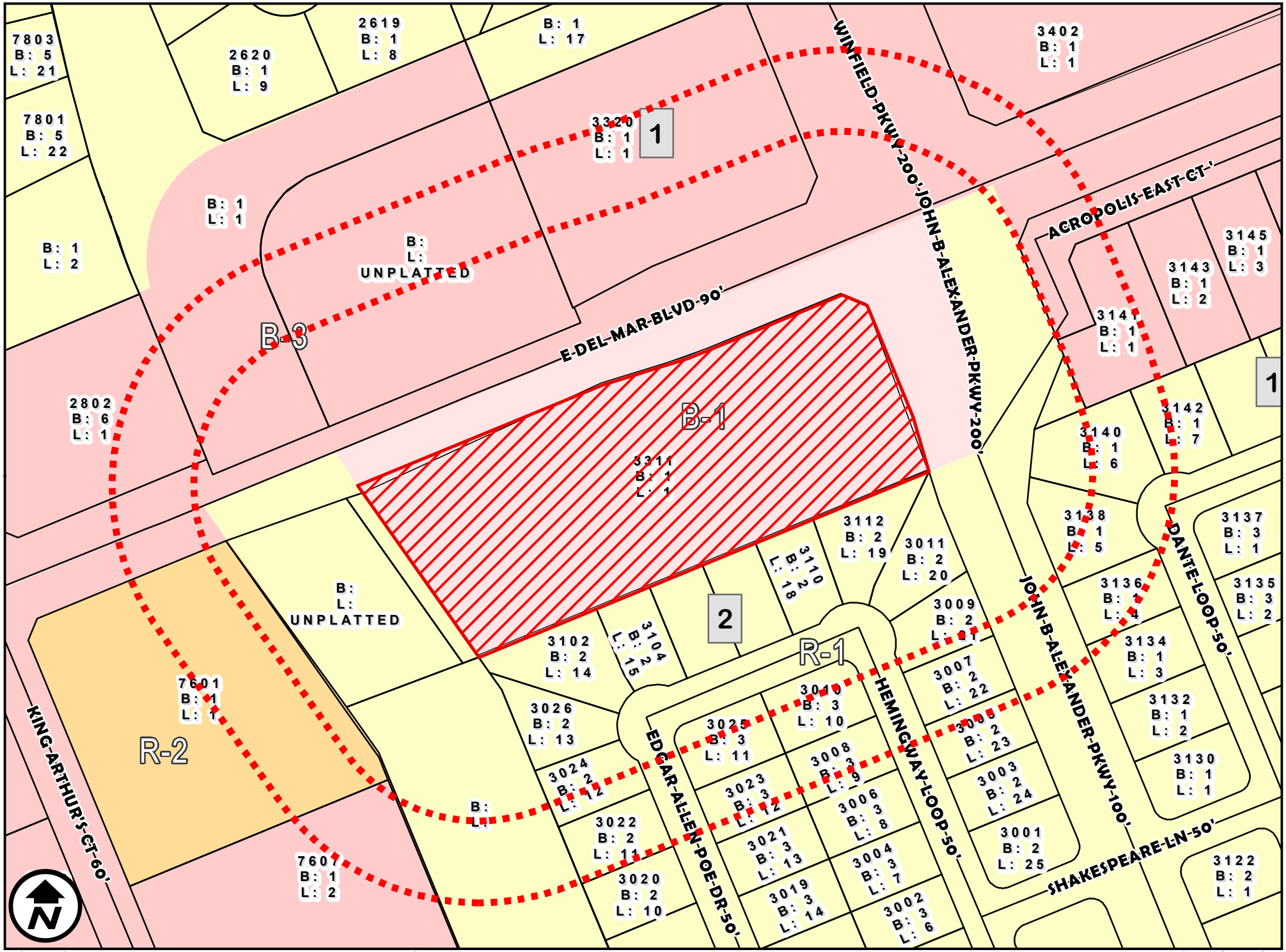


DIMENSIONS MAP

1 inch = 150 feet

ZC-091-2023
COUNCIL DISTRICT 5
3311 EAST DEL MAR BOULEVARD

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P AMENDMENT FOR RESTAURANT SERVING ALCOHOL

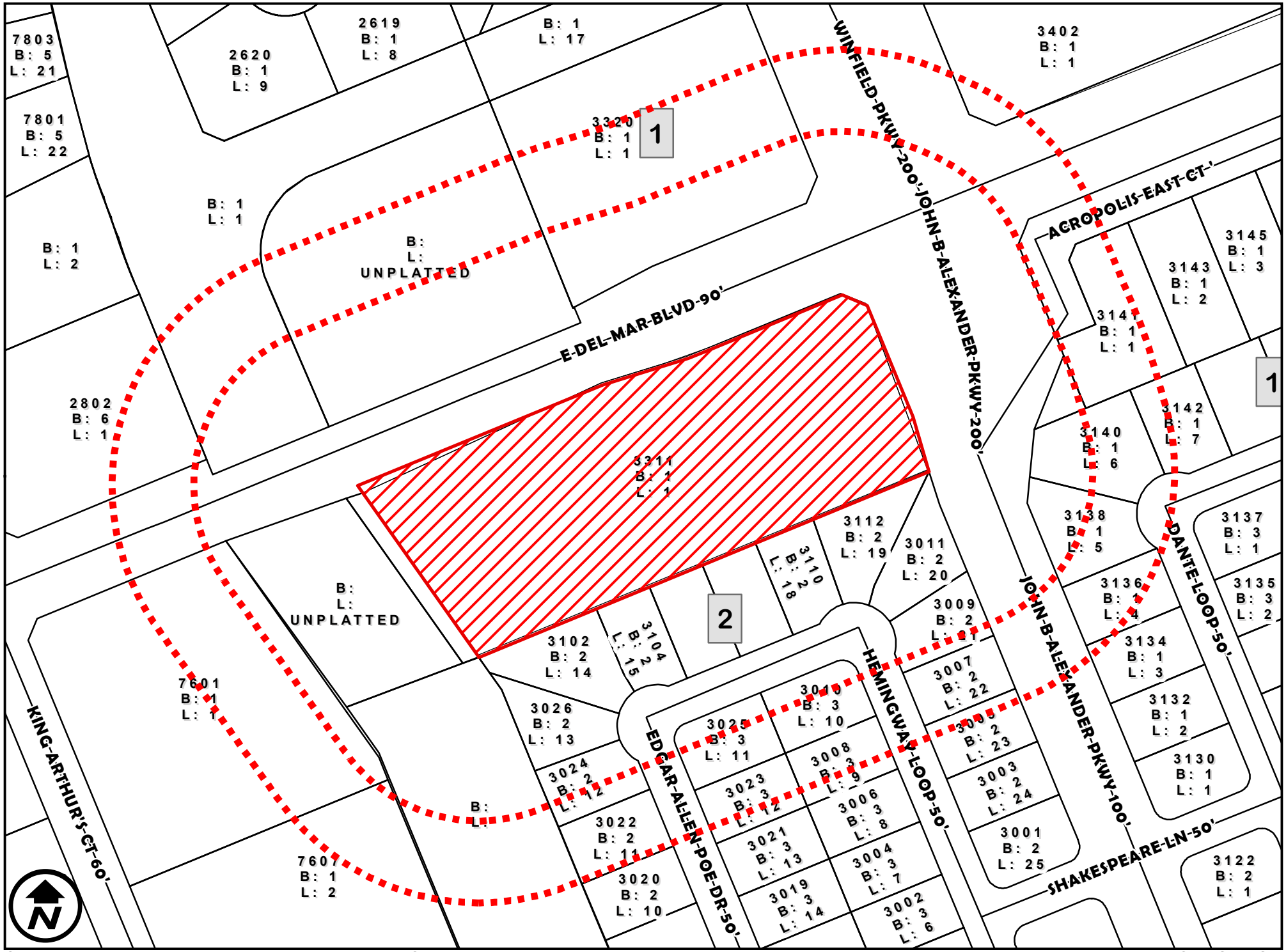


ZONING MAP

1 inch = 150 feet

ZC-091-2023
COUNCIL DISTRICT 5
3311 EAST DEL MAR BOULEVARD

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P AMENDMENT FOR RESTAURANT SERVING ALCOHOL

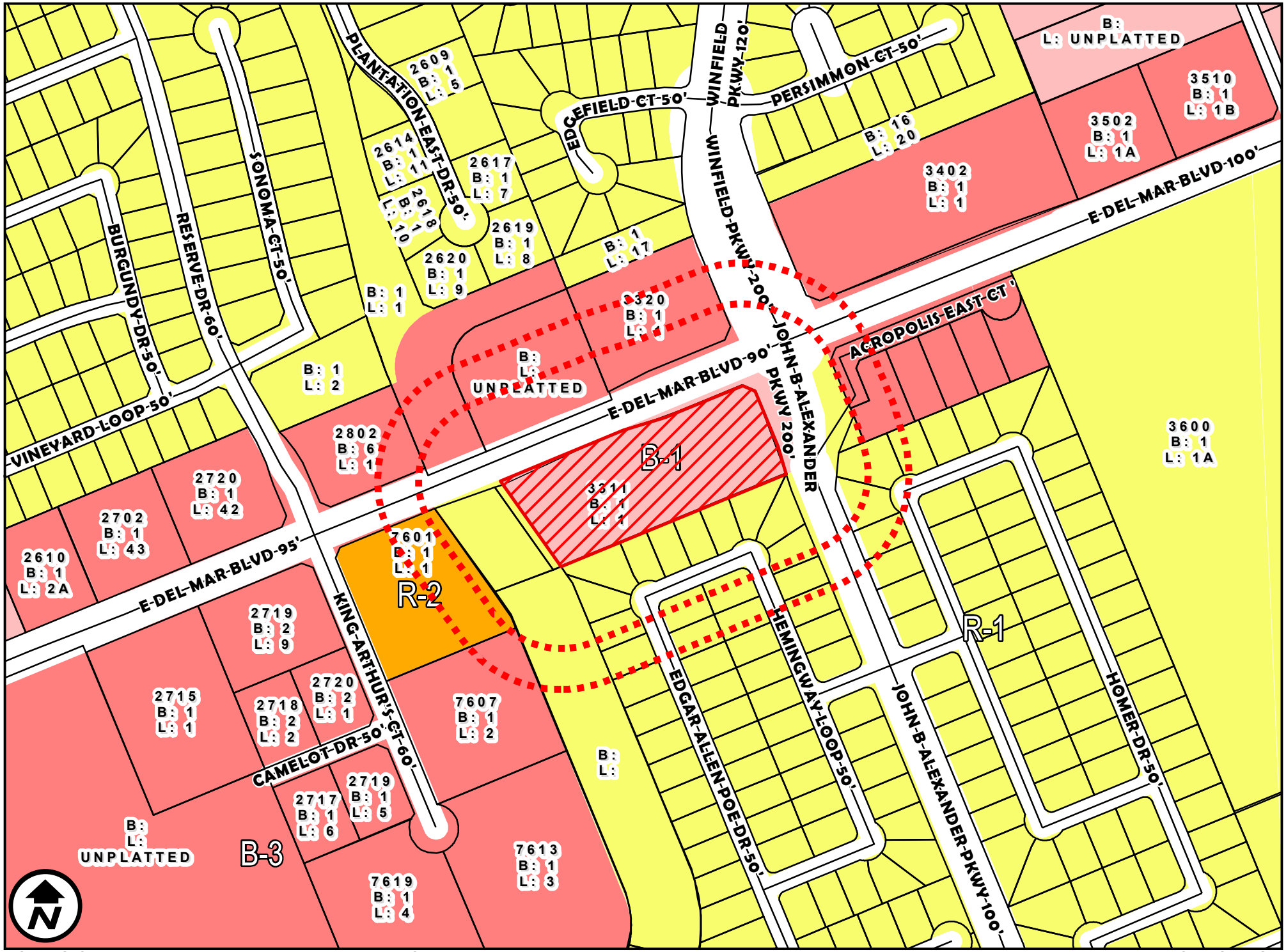


SURVEY MAP

1 inch = 150 feet

ZC-091-2023
COUNCIL DISTRICT 5
3311 EAST DEL MAR BOULEVARD

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P AMENDMENT FOR RESTAURANT SERVING ALCOHOL

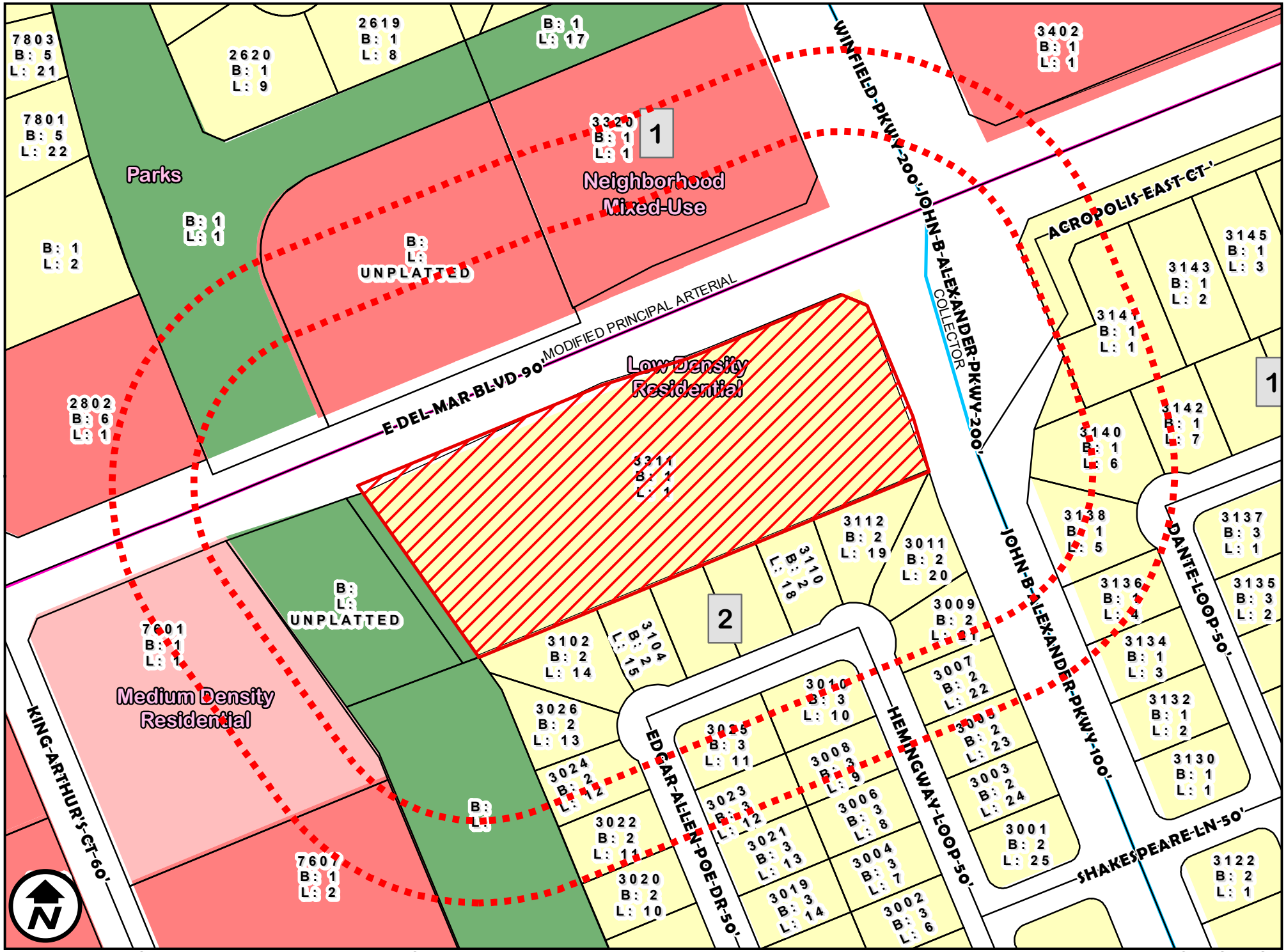


ZONING OVERVIEW

1 inch = 300 feet

ZC-091-2023
COUNCIL DISTRICT 5
3311 EAST DEL MAR BOULEVARD

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P AMENDMENT FOR RESTAURANT SERVING ALCOHOL

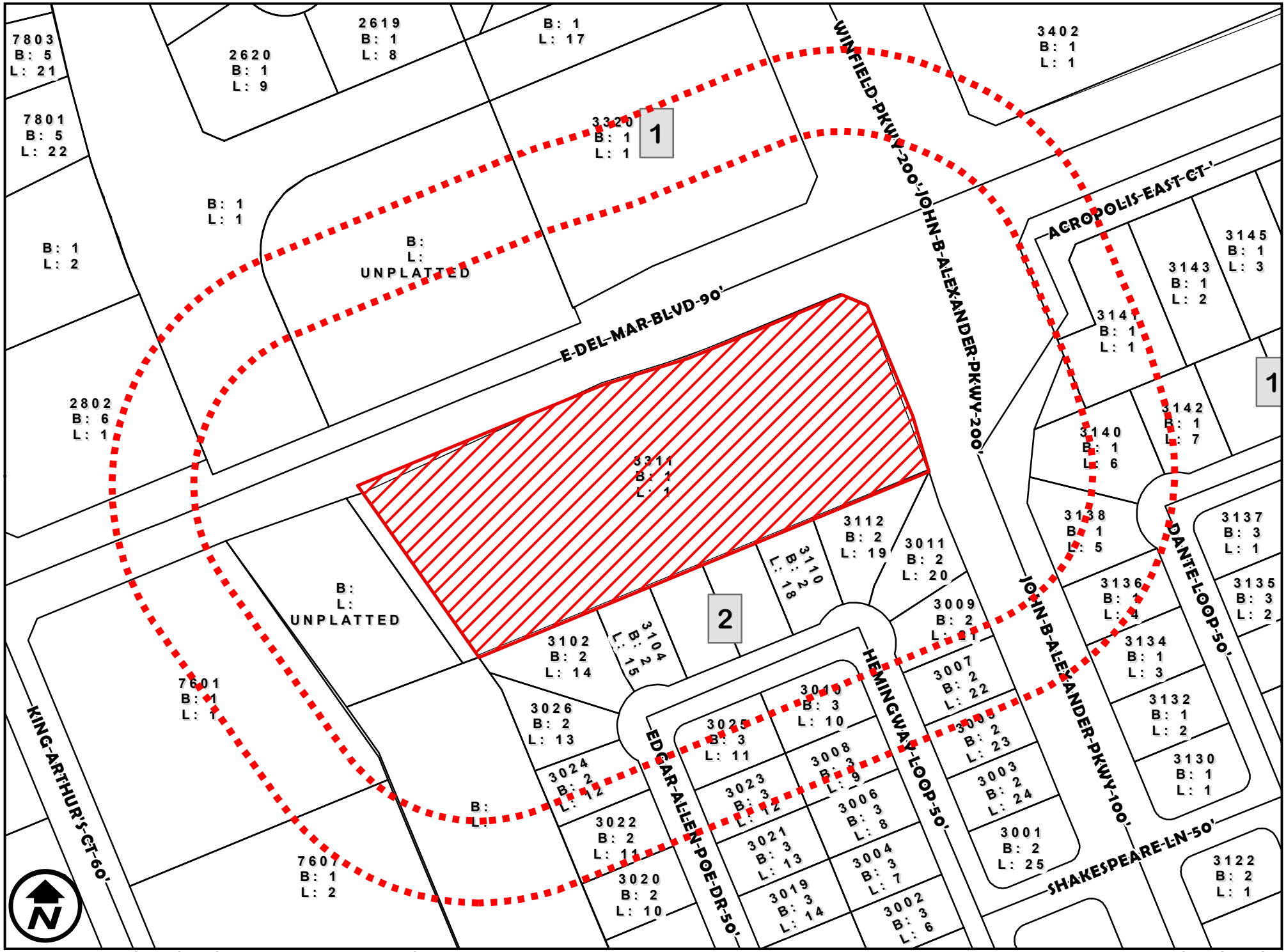


FUTURE LANDUSE

1 inch = 150 feet

ZC-091-2023
COUNCIL DISTRICT 5
3311 EAST DEL MAR BOULEVARD

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P AMENDMENT FOR RESTAURANT SERVING ALCOHOL



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-091-2023
COUNCIL DISTRICT 5
3311 EAST DEL MAR BOULEVARD

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P AMENDMENT FOR RESTAURANT SERVING ALCOHOL

CORNERSTONE
LAND USE CONSULTING

SUP Amendment Narrative
Otilia's Restaurant at Emami Plaza

Planning Staff and Planning and Zoning Commission:

We are submitting the following narrative for Otilia's Restaurant that is currently under construction at Emami Plaza located on Del Mar Blvd.

Otilia's restaurant already has an approved SUP for a restaurant serving alcohol. We are submitting this amendment in order to request a change to the hours of operation. Mr. Kissi wants to add brunch service to the restaurant in order to provide more options to the residents of the surrounding neighborhoods.

We are respectfully requesting the following hours of operation:

Monday to Sunday: 8:00am to 2:00am

In addition, the square footage on the original SUP is changing. The total square footage including the patio was set at 8,383 s.f. and now the total square footage is 6,924 s.f.

This is still being built and will be operating as a restaurant serving alcohol, but Mr. Kissi would like to have the option of staying open late.

If additional information is required, please contact Danny or Yesenia Tijerina at 830-513-8636 or 830-513-6833.

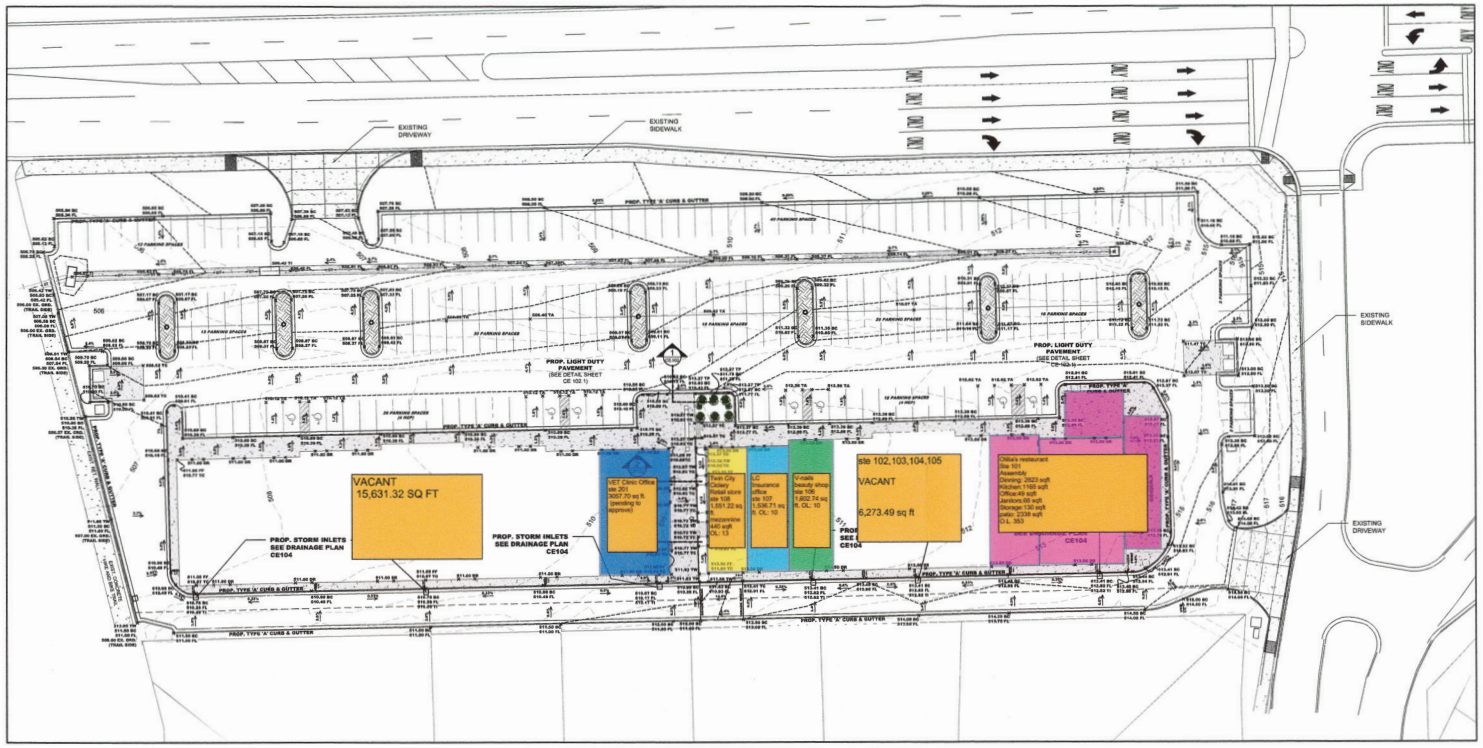
Thank you for your time and consideration,

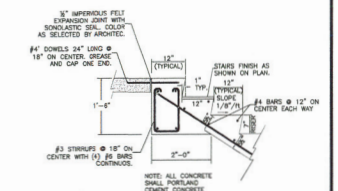
Daniel Tijerina Jr., MCRP
Cornerstone Land Use Consulting, LLC

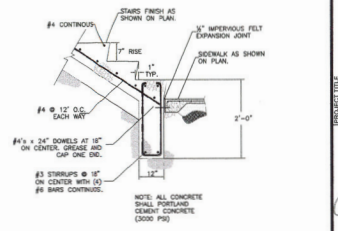
CORNERSTONE
LAND USE CONSULTING

"The Stone the builders rejected has become the Cornerstone"
-Matthew 21:42

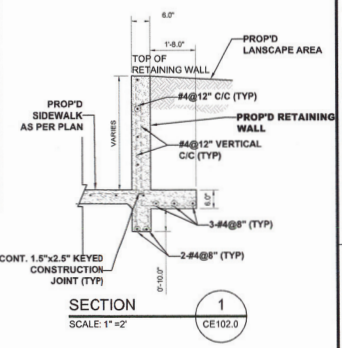
EXHIBIT A

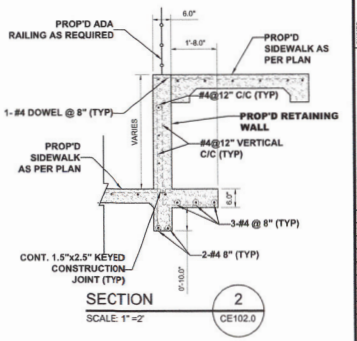






DETAIL "A" - TYPICAL STAIR DETAILS





LEGEND

PROPOSED	ACRONYMS
CONCRETE	ELEV - TOP OF CURB
SIDEWALK	ELEV - GUTTER
INTEGRAL CURB	ELEV - FINISHED GRADE
RETAINING WALL	ELEV - SIDEWALK
BUILDING	ELEV - FINISHED FLOOR
425 CONTOUR	ELEV - MATCH BACK OF CURB
	ELEV - MATCH FLOW LINE

GENERAL NOTES

1. ALL GRADING ACTIVITIES SHALL CONFORM TO THE SPECIFICATIONS AND APPROPRIATE REQUIREMENTS BY THE CITY OF LAREDO AND/OR ANY GEOTECHNICAL SUBSURFACE EXPLORATION REPORTS FOR SITE GRADING AND PAVEMENT DESIGN. IT SHALL BE THE RESPONSIBILITY OF THE ARCHITECT AND CONTRACTOR TO FOLLOW THESE SPECIFICATIONS AND REQUIREMENTS. ANY DIFFERENCE BETWEEN SPECIFICATIONS, REQUIREMENTS, REPORTS AND THESE PLANS SHALL BE ADDRESSED WITH THE ENGINEER AND ARCHITECT PRIOR TO CONSTRUCTION ACTIVITIES. ALL REPAIRS AND/OR REPLACEMENT OF EXISTING IMPROVEMENTS SHALL BE MADE WITH MATERIALS LIKE THOSE DAMAGED OR REPLACED. MATERIAL PLACED BY THE CONTRACTOR WHICH DOES NOT CONFORM TO THE SPECIFIED DESIGN REQUIREMENTS OR LAB REPORTS SHALL BE REMOVED AND/OR REWORKED UNTIL ACCEPTABLE RESULTS ARE ACHIEVED. THE COST FOR ANY ADDITIONAL TESTING REQUIRED BECAUSE OF A CONSTRUCTION FAILURE SHALL BE PAID FOR BY THE CONTRACTOR. ALL CONSTRUCTION OUTSIDE THE PROPERTY BOUNDARY SHALL BE COORDINATED WITH THE ARCHITECT, OWNER, AND THE CITY OF LAREDO (WHEN IN THE CITY R.O.W.).

2. CONTRACTOR TO SAW-CUT, REMOVE, AND DISPOSE OF EXISTING CURB & GUTTER, ASPHALT, DRIVEWAYS, CONCRETE ISLANDS, CONCRETE SLABS, AND SIDEWALKS AS SHOWN. CONTRACTOR TO RECONSTRUCT NEW CURB & GUTTER, CONCRETE PARKING LOT, DRIVEWAYS, CONCRETE ISLANDS, CONCRETE SLABS, AND SIDEWALKS INCLUDING RAMP SECTIONS AS PER GRADES AND DETAILS SHOWN ON THESE PLANS AND AS PER DIMENSIONS SHOWN ON THE DIMENSIONAL PLAN. CONTRACTOR TO REMOVE AND RECONSTRUCT TWO FT (2') OF ASPHALT PAVEMENT AROUND RECONSTRUCTED NEW CURB & GUTTER, DRIVEWAYS, CONCRETE ISLANDS, CONCRETE SLABS, AND SIDEWALKS WHERE NECESSARY TO ACHIEVE THE PROPOSED DESIGNS SHOWN ON THESE PLANS, UNLESS OTHERWISE SPECIFICALLY STATED TO REMAIN OR TO BE REMOVED COMPLETELY. CONTRACTOR TO HAUL OFFSITE AND PROPERLY DISPOSE IN ACCORDANCE WITH ANY REGULATORY CODES FOR DISPOSAL OF REMOVED MATERIAL. NO REMOVED MATERIAL SHALL BE STORED ON-SITE, UNLESS OTHERWISE APPROVED IN WRITING BY THE ARCHITECT OR ENGINEER.

3. EXISTING UTILITIES HAVE NOT BEEN SHOWN ON THESE DRAWINGS FOR CLARITY. THE CONTRACTOR SHALL REFERENCE THE UTILITY PLAN FOR EXISTING AND PROPOSED UTILITIES. THE CONTRACTOR SHALL FIELD VERIFY AND COORDINATE FOR THE SAFE PRESERVATION OF ANY UTILITIES WHICH HAVE NOT BEEN SPECIFICALLY ADDRESSED TO BE REMOVED. REFER TO THE UTILITY PLAN FOR OTHER UTILITIES NOT SHOWN ON THIS PLAN AND/OR REQUIREMENTS FOR PROTECTION OR REMOVAL OF SUCH UTILITIES. EXISTING TREES AND LANDSCAPING ARE NOT SHOWN ON THESE DRAWINGS FOR CLARITY, REFER TO THE ARCHITECTURAL/LANDSCAPING PLANS FOR EXISTING LANDSCAPING AND TREE REMOVALS.

4. REFER TO THE CIVIL COORDINATE PLAN FOR SPECIFIC SITE PLAN AND CIVIL LOCATIONS OF CURB RAMPS, SIDEWALK WIDTHS, DRIVEWAYS, ETC. PAVEMENT STRIPING SHALL BE PAINTED IN ACCORDANCE WITH THE MOST RECENT ARCHITECTURAL BARRIERS REQUIREMENTS OR AS OTHERWISE INDICATED IN THE ARCHITECTURAL SITE PLAN DETAILS. SIGNAGE AS PER ARCHITECTURAL SITE PLAN DETAILS AND SHALL BE COORDINATED WITH THE ARCHITECT AND THE CITY OF LAREDO.

5. CONTRACTOR TO PLACE POURED CURB (MONOLITHIC WITH PAVEMENT) WITHIN THE PROPERTY BOUNDARIES IN ACCORDANCE WITH THE DETAILS AND SPECIFICATIONS AS SHOWN ON THESE PLANS. CONCRETE CURB & GUTTER, SIDEWALKS AND DRIVES TO BE REMOVED AND RECONSTRUCTED SHALL CONFORM THE MOST CURRENT STANDARDS ON RECORD WITH THE CITY OF LAREDO. ALL WORK WITHIN CITY R.O.W. SHALL BE COORDINATED WITH THE LOCAL ENGINEERING AND TRAFFIC DEPARTMENTS. REVERSE CURBS (MONOLITHICALLY POURED OR STANDARD) SHALL BE USED AT ALL LOCATIONS WHERE THE PAVEMENT SLOPES AWAY FROM THE FACE OF THE CURB SECTION. CONCRETE PAVEMENT WITHIN PARKING LOT SHALL BE AS SPECIFIED IN THE GEOTECHNICAL REPORT. CONCRETE DRIVEWAYS SHALL BE 6 INCHES (6") THICK WITH NO. 4 BARS @ 12" O.C.E.W. IN ACCORDANCE WITH THE CITY OF LAREDO DRIVEWAY STANDARDS AND SHALL BE CONSTRUCTED WITH MOISTURE CONDITIONED SUBGRADE COMPACTED TO 95% OF STANDARD PROCTOR +/- TWO PERCENT (2%) OF OPTIMUM MOISTURE CONTENT. ALL CONCRETE FOR CIVIL PLAN SHALL BE 3500 PSI AS PER SPECIFICATIONS, UNLESS OTHERWISE NOTED. CONCRETE FINISHES TO BE AS PER THE ARCHITECT'S SPECIFICATIONS AND SHALL BE APPROVED BY ENGINEER PRIOR TO POUR.

6. CONTRACTOR TO GRADE AREA OUTSIDE OF CURB AT OR NEAR PERIMETERS TO MATCH EXISTING NATURAL GROUND. (MAX SLOPE 3:1 WITH SOD, UNLESS OTHERWISE AUTHORIZED BY ENGINEER).

GRADING

ALL TOPSOIL (WHERE EXPOSED BY GRADING ACTIVITIES), PLANTS AND OTHER ORGANIC MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR. IN AREAS TO BE EXCAVATED AND/OR WHERE FILL IS TO BE PLACED, VEGETATION AND LOOSE OR EXCESSIVE ORGANIC MATERIAL SHALL BE STRIPPED TO A MINIMUM DEPTH OF EIGHT INCHES (8") AND REMOVED FROM THE SITE. THE EXPOSED SURFACE SHALL BE SCARIFIED, MOISTENED IF NECESSARY, AND COMPACTED IN THE MANNER SPECIFIED FOR SUBSEQUENT LAYERS OF FILL. FILL MATERIAL SHALL CONTAIN NO ORGANIC OR OTHER PERISHABLE MATERIAL, AND NO STONES LARGER THAN THREE INCHES (3"). FILL MATERIAL SHALL HAVE A PLASTICITY INDEX OF LESS THAN 17 BUT NOT LESS THAN 5. FILL MATERIAL SHALL BE PLACED IN HORIZONTAL LAYERS NOT EXCEEDING SIX INCHES (8") THICKNESS AFTER COMPACTION. COMPACTION DENSITIES SHALL BE 95% OF THE STANDARD PROCTOR +/- TWO PERCENT (2%) OF OPTIMUM MOISTURE CONTENT. BASE MATERIAL SHALL BE 8" OF CALICHE AS PER GEOTECH REPORT STANDARDS. BASE MATERIAL SHALL BE PLACED AND COMPACTED IN TWO LIFTS TO 98% OF STANDARD PROCTOR +/- TWO PERCENT (2%) OF OPTIMUM MOISTURE CONTENT. EMPLOYEE PARKING AREAS SHALL BE 1.5" HOT MIX ASPHALTIC CONCRETE PLACE IN ONE 1.5" LIFT. CONSTRUCTION JOINTS SHALL BE CONSTRUCTED AS SHOWN ON THE JOINTING PLAN AND SPACED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT. LANDSCAPED AREAS SHALL BE LOCATED AS REFERENCED ON THE ARCHITECTURAL SITE PLAN. GRADING FOR LANDSCAPED AREAS HAVE NOT BEEN SHOWN AND SHALL BE COORDINATED WITH THE ARCHITECT, LANDSCAPER, IRRIGATOR AND CIVIL ENGINEER. THE ARCHITECT, WITH APPROVAL OF THE ENGINEER, SHALL HAVE FINAL SAY IN THE GRADING DESIGN OF THESE LANDSCAPE AREAS, INCLUDING ANY GRADE ADJUSTMENTS FOR RESSESSED AND/OR RAISED GRADES WITHIN LANDSCAPE AREAS AND ISLANDS. THE CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE AWAY FROM THE BUILDING UNDER ALL CIRCUMSTANCES.

PROJECT TITLE
LOT 1, BLOCK 1
EMAMI PLAZA PLAT
3311 DEL MAR BLVD.

STATE OF TEXAS
ARMANDO GUERRA
104892
LICENSED PROFESSIONAL ENGINEER
5-24-22

PREMIER ENGINEERING & SURVEYING
1301 CALLE DEL NORTE, SUITE 2
LAREDO, TEXAS 78041
FAX: (956) 717-1176
premier-ce.com
LAND DEVELOPMENT • PLANNING • WATER • WASTEWATER • TRANSPORTATION • SURFACING
DRAINAGE • SURVEYING • GIS • CONSTRUCTION MANAGEMENT • CONSTRUCTION INSPECTION

OWNER:
Owner:
EMAMI COMMERCIAL INVESTMENTS, LLC
C/O RAMIN EMAMI, MANAGER
P.O. BOX 452505
LAREDO, TEXAS 78045
PHONE: (956) 724-2500
EMAIL: ramin@zamfoodservices.com

SHEET TITLE
GRADING AND ELEVATIONS PLAN

DRAWN BY:	J.A.T./M.T.L.
CHECKED BY:	E.J.G.
APPROVED BY:	E.J.G.
DATE:	01-06-21
REVISED DATE:	5-18-22
SCALE 11 X17 :	-
SCALE 24 X 36 :	-
PROJECT #:	15393-21
FILE NAME:	15393-21-SUB 01

CE 102.0

Emami Plaza Tenant List

Building 1:

Suite 101: Otilia's Restaurant
Square footage: Dining area: 2823 Kitchen: 1165, Patio: 2338, Office, etc: 200
Hours of Operation: Monday to Thursday: 11:00 am to 12:00 am
Friday and Saturday: 11:00 am to 2:00 am
Sunday: 11:00 am to 12:00 am

Suite 106: V Nails
Square footage: 1602.74
Hours of Operation: Monday to Saturday: 9:00 am to 9:00 pm
Sunday: 9:00 am to 6:00 pm

Suite 107: LC Insurance
Square footage: 1536.71
Hours of Operation: Monday to Friday: 9:00 am to 6:00 pm

Suite 108: Twin City Cyclery
First floor square footage: 1551.22
Mezzanine: 440
Hours of Operation: Monday to Saturday: 9:00 am to 6:00 pm

Remainder of Building 1 is not yet leased:
Total remaining square footage: 6273.49
****Please note that we cannot include the separate units in the un-leased portion as we do not know what square footage each tenant will require.

Building 2:

Suite 201: Proposed Vet Clinic
Square footage: 3057.70
Hours of Operation: Monday to Friday: 8:00 am to 5:00 pm
Some Saturdays: 8:00 am to 12:00 pm

Remainder of Building 2 is not yet leased:
Total remaining square footage: 15,631.32
****Please note that we cannot include the separate units in the un-leased portion as we do not know what square footage each tenant will require.

ORDINANCE NO. 2022-O-083

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL, ON APPROXIMATELY 3.54 ACRES SITUATED IN PORCION 25, JUAN F. GARCIA ORIGINAL GRANTEE, ABSTRACT 50, CITY OF LAREDO, WEBB COUNTY TEXAS. BEING OUT OF THAT CERTAIN 1,450 ACRES OF LAND CONVEYED TO DELFINA BENAVIDES ALEXANDER AND JOSEFINA ALEXANDER GONZALEZ RECORDED IN VOLUME 414 PAGES 502-506, DEED RECORDS WEBB COUNTY TEXAS, SUBSEQUENTLY CONVEYED TO EMA COMMERCIAL INVESTMENTS, LIMITED LIABILITY COMPANY AS PER DEED RECORDED IN VOLUME 4200, PAGES 846-852, WEBB COUNTY OFFICIAL PUBLIC RECORDS, LOCATED SOUTH OF DEL MAR BOULEVARD AND WEST OF JOHN B ALEXANDER PARKWAY, UNIT 101 (8,383 SQUARE FEET); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a approximately 3.54 acres situated in Porcion 25, Juan F. Garcia Original Grantee, Abstract 50, City of Laredo, Webb County Texas. Being out of that certain 1,450 acres of land conveyed to Delfina Benavides Alexander and Josefina Alexander Gonzalez recorded in Volume 414 Pages 502-506, deed records Webb County Texas, subsequently conveyed to Ema Commercial Investments, Limited Liability Company as per deed recorded in Volume 4200, Pages 846-852, Webb County Official Public Records, located south of Del Mar Boulevard and west of John B Alexander Parkway, Unit 101 (8,383 square feet) and,

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

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

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

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit (SUP) for a Restaurant Serving Alcohol, located at approximately 3.54 acres situated in Porcion 25, Juan F. Garcia Original Grantee, Abstract 50, City of Laredo, Webb County Texas. Being out of that certain 1,450 acres of land conveyed to Delfina Benavides Alexander and Josefina Alexander Gonzalez recorded in Volume 414 Pages 502-506, deed records Webb County Texas, subsequently conveyed to Ema Commercial Investments, Limited Liability Company as per deed recorded in Volume 4200, Pages 846-852, Webb County Official Public Records, located south of Del Mar Boulevard and west of John B Alexander Parkway, Unit 101 (8,383 square feet); and

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

1. The Special Use Permit is issued to Ricardo Kissi.
2. The Special Use Permit is restricted to Unit 101 and limited to 8,383 square feet as per site plan "Exhibit A", which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Monday to Thursday, 11:00 a.m. to 12:00 a.m. (midnight) and Friday to Saturday, 11:00 a.m. to 2:00 a.m.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
6. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
7. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
8. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
9. Outdoor music and speakers are prohibited. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
10. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
11. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
12. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
13. The restaurant shall undergo an annual Fire Inspection.
14. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.

15. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
16. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
17. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

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

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

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

1. Enforcement and Revocation of Special Use Permit

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

A. A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:
   1. Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set in the Special Use Permit as approved by the City Council.
B. The activity authorized by the Special Use Permit commences prior to the institution of all conditions imposed by the Special Use Permit.
C. The use for which the special use for a period of six (6) consecutive months of the effective date of the Special Use Permit.
   1. An extension of up to six months may be granted, for good cause shown, by the Building Development Services Director upon petition of the SUP holder.
D. The use of which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

2. Procedures

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

A. A Zoning Officer shall, upon discovery of Special Use Permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Special Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

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

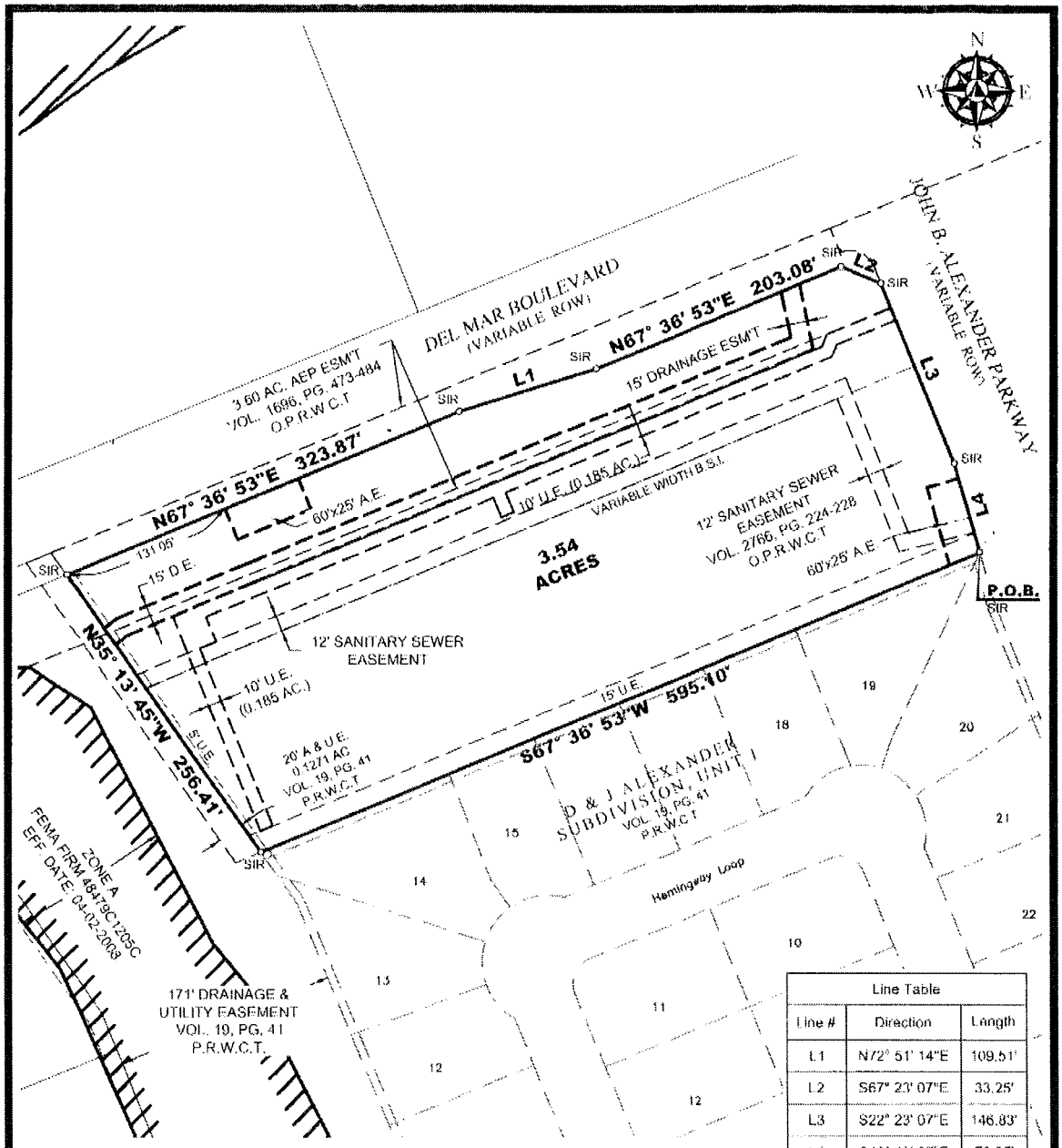
PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ JR.
CITY SECRETARY

APPROVED AS TO FORM:

DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY



Line Table		
Line #	Direction	Length
L1	N72° 51' 14"E	109.51'
L2	S67° 23' 07"E	33.25'
L3	S22° 23' 07"E	146.83'
L4	S16° 18' 37"E	70.05'

NOTE:
1. POINT OF BEGINNING, THE FOLLOWING COORDINATES:
   X: 676141.69, Y: 17101264.98
2. PROPERTY DOES NOT APPEAR TO BE LOCATED IN A FLOOD ZONE AS PER FEMA MAP 48479C1205C EFFECTIVE DATE: APRIL 02, 2008
3. THIS SURVEY IS DERIVED FROM GPS KINEMATIC OBSERVATIONS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH ZONE, NAD-83, AND TIED TO WDS.
4. THIS WORK DOES NOT REPRESENT A CHAIN OF TITLE EXAMINATION. SURFACE/MINERAL FEE IN EITHER SUBJECT AND/OR ADJACENT TRACTS MAY NOT BE CURRENT AND/OR HISTORICALLY CORRECT AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

REVISIONS	
DATE	DETAILS

LEGEND

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

*SET 1/2" IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 10009700"

BASIS OF BEARING
THIS SURVEY IS DERIVED FROM GPS KINEMATIC OBSERVATIONS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH ZONE, NAD-83

(CALLS IN PARENTHESIS FROM RECORDED PLAT CORNERS)

STATE OF TEXAS
REGISTERED
EDUARDO J. GUTIERREZ
5839
PROFESSIONAL
LAND SURVEYOR

CERTIFICATE OF SURVEYOR

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

Eduardo J. Gutierrez

EDUARDO J. GUTIERREZ, R.P.L.S. No 5839

2-17-22

DATE

THIS SURVEY IS VALID ONLY WITH ORIGINAL SEAL IN RED INK

ENGINEERING REGISTRATION No. F-10009 SURVEY REGISTRATION No. 100972-00

LEGAL DESCRIPTION

A TRACT OF LAND CONTAINING 3.54 ACRES, MORE OR LESS, SITUATED IN PORCION 25, JUAN F. GARCIA ORIGINAL GRANTEE, ABSTRACT 50, CITY OF LAREDO, WEBB COUNTY TEXAS, BEING OUT OF THAT CERTAIN 1,450 ACRES OF LAND CONVEYED TO DELFINA BENAVIDES ALEXANDER AND JOSEFINA ALEXANDER GONZALEZ RECORDED IN VOLUME 414 PAGES 502-506, DEED RECORDS WEBB COUNTY TEXAS. SUBSEQUENTLY CONVEYED TO EMA COMMERCIAL INVESTMENTS, LLC AS PER DEED RECORDED IN VOLUME 4260, PAGES 846-852, WEBB COUNTY OFFICIAL PUBLIC RECORDS.

DRAWN BY:	M.T.L.	SCALE:	1"=100'
CHECKED BY:	E.J.G.	JOB #:	15383-21
APPROVED BY:	E.J.G.	FILE NAME:	3.54 AC. SURVEY.dwg
FIELD DATE:	VARIOUS	SHEET:	2 OF 2

PREMIER
ENGINEERING SURVEYING
1302 CALLE DEL NORTE, SUITE 2
LAREDO, TEXAS 78041
PH: (956) 717-1199 FAX: (956) 717-1196
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1302 CALLE DEL NORTE, SUITE 2 LAREDO, TX 78041 PH: 956-717-1199 FAX: 956-717-1196
premier-ce.com

FIELD NOTES
FOR A 3.54 ACRE TRACT OF LAND

A TRACT OF LAND CONTAINING 3.54 ACRES, MORE OR LESS, SITUATED IN PORCION 25, JUAN F. GARCIA ORIGINAL GRANTEE, ABSTRACT 50, CITY OF LAREDO, WEBB COUNTY TEXAS. BEING OUT OF THAT CERTAIN 1,450 ACRES OF LAND CONVEYED TO DELFINA BENAVIDES ALEXANDER AND JOSEFINA ALEXANDER GONZALEZ RECORDED IN VOLUME 414 PAGES 502-506, DEED RECORDS WEBB COUNTY TEXAS, SUBSEQUENTLY CONVEYED TO EMA COMMERCIAL INVESTMENTS, LLC AS PER DEED RECORDED IN VOLUME 4200, PAGES 846-852, WEBB COUNTY OFFICIAL PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO WIT:

BEGINNING AT A FOUND 1/2" IRON ROD, ON THE WESTERLY RIGHT-OF-WAY LINE OF JOHN B. ALEXANDER PARKWAY (VARIABLE WIDTH ROW), THE MOST NORTHERLY CORNER OF D&J ALEXANDER SUBDIVISION UNIT I, RECORDED IN VOLUME 19, PAGE 41, WEBB COUNTY PLAT RECORDS, THE MOST EASTERLY SOUTHEAST CORNER HEREOF;

THENCE, WITH THE NORTHWEST LINE OF SAID D & J ALEXANDER SUBDIVISION UNIT I, ***S 67°36'53" W*** A DISTANCE OF ***595.10 FEET*** TO A SET ½" IRON ROD THE NORTHWEST CORNER OF LOT 14, BLOCK 2 OF SAID D&J ALEXANDER SUBDIVISION UNIT I, THE NORTHEAST CORNER OF 171' WIDE DRAINAGE AND UTILITY EASEMENT OF SAID D&J ALEXANDER SUBDIVISION UNIT I, THE SOUTHEAST CORNER OF A 20' WIDE ACCESS AND UTILITY EASEMENT OF SAID D&J ALEXANDER SUBDIVISION UNIT I, THE MOST SOUTHERLY SOUTHWEST CORNER HEREOF;

THENCE, WITH THE NORTHEAST LINE OF SAID 20' WIDE ACCESS AND UTILITY EASEMENT, ***N 35°13'45" W*** A DISTANCE OF ***256.41 FEET*** TO A SET ½" IRON ROD ON THE SOUTHEAST LINE OF A VARIABLE WIDTH RIGHT-OF-WAY DEDICATION OF DEL MAR BLVD.;

THENCE, WITH THE SOUTHEAST LINE OF SAID VARIABLE WIDTH RIGHT-OF-WAY DEDICATION OF DEL MAR BLVD. THE FOLLOWING CALLS;

N 67°36'53" E A DISTANCE OF ***323.87 FEET*** TO A SET ½" IRON ROD A DEFLECTION HEREOF;
N 72°51'14" E A DISTANCE OF ***109.51 FEET*** TO A SET ½" IRON ROD A DEFLECTION HEREOF;
N 67°36'53" E A DISTANCE OF ***203.08 FEET*** TO A SET ½" IRON ROD A DEFLECTION HEREOF;
S 67°23'07" E A DISTANCE OF ***33.25 FEET*** TO A SET ½" IRON ROD THE MOST NORTHERLY CLIP CORNER HEREOF;
S 22°23'07" E A DISTANCE OF ***146.83 FEET*** TO A SET ½" IRON ROD ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID JOHN B. ALEXANDER PARKWAY (VARIABLE WIDTH ROW), THE MOST EASTERLY CLIP CORNER HEREOF;

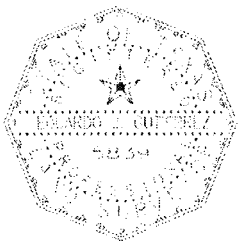
THENCE, CONTINUING WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID JOHN B. ALEXANDER PARKWAY (VARIABLE WIDTH ROW), ***S 16°18'37" E*** A DISTANCE OF ***70.05 FEET*** TO THE ***POINT OF BEGINNING*** AND CONTAINING ***3.54 ACRES*** OF LAND, MORE OR LESS.

BASIS OF BEARING:

THIS SURVEY IS DERIVED FROM GPS KINEMATIC OBSERVATIONS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH ZONE, NAD-83.

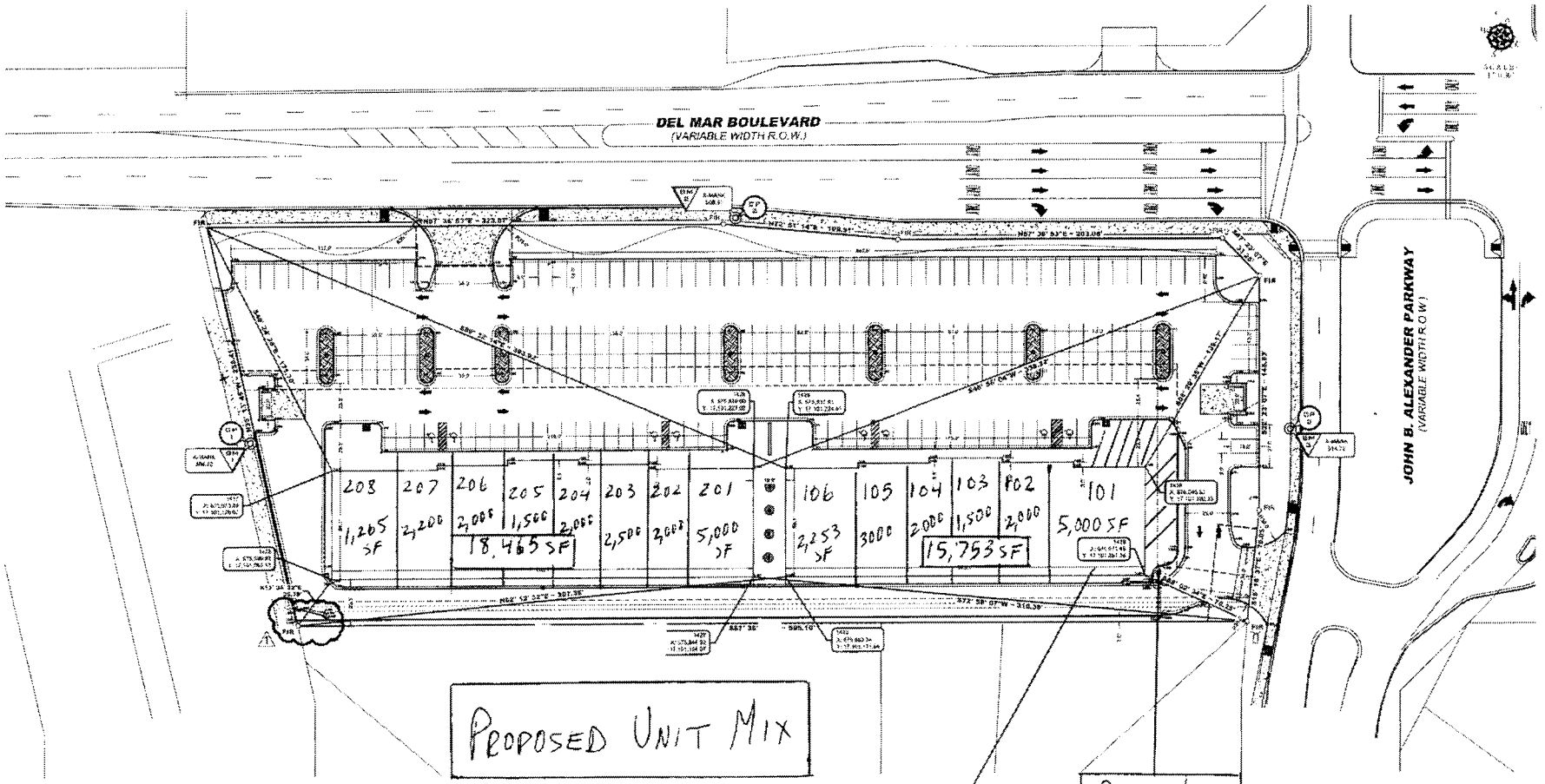
I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING "FIELD NOTES" AND ATTACHED "PLAT OF SURVEY" WERE PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

Eduardo J. Gutierrez, R.P.L.S. No. 5839



2-17-22
Date:

Exhibit A



DIMENSION PLAN NOTES

1. RADIAL AND TYPICAL DIMENSIONS SHOWN ARE TAKEN FROM THE BACK OF CURB OR EDGE OF SIDEWALK UNLESS OTHERWISE PRESENTED ON THIS PLAN. COORDINATES SHOWN ARE LOCATED AT THE BACK OF CURB.

2. THE CONTRACTOR SHALL COORDINATE WITH ENGINEER FOR EXACT LOCATIONS OF BUILDING AND FOUNDATION CORNERS.

3. THE CONTRACTOR SHALL VERIFY EXISTING FOUNDATION POUR DIMENSIONS AND INFORM THE ARCHITECT OF ANY DISCREPANCIES PRIOR TO THE PARKING OR DRIVE CONSTRUCTION.

4. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER PRIOR TO MAKING ANY FIELD CHANGES THAT DIFFER FROM THIS DIMENSION PLAN.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CONSTRUCTION STAKING FOR THE PROJECT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

6. THE CONTRACTOR SHALL LAYOUT THE WORK FROM THE OWNER'S ESTABLISHED PROPERTY BOUNDARY CONTROL AND BENCHMARKS AS INDICATED IN THE PLANS.

7. THE CONTRACTOR SHALL COORDINATE ANY ADDITIONAL DIMENSIONS NEEDED WITH THE ENGINEER PRIOR TO CONSTRUCTION ACTIVITIES.

PROJECT BENCHMARKS & CONTROL

BENCHMARKS

NO.	DESCRIPTION	ELEVATION
1.	X-MARK ON CONC.	506.72
2.	X-MARK ON CONC.	508.91
3.	X-MARK ON CONC.	514.72

CONTROL POINTS

NO.	DESCRIPTION	NORTHING	EASTING
1.	X-MARK ON CONC.	17101532.80'	6705149.80'
2.	X-MARK ON CONC.	17101367.79'	6707748.53'
3.	X-MARK ON CONC.	17101376.58'	6708120.58'

COORDINATE SYSTEM
NAD83 Texas State Plane, South Zone, US Feet

Exhibit B

Special Use Permit Narrative Description for:

Otilia's Restaurant, LLC

The proposed Emami Plaza retail center will serve as a destination for the Alexander Estate residents. Mr. Emami has a long history of building high quality homes and is now utilizing his creativity, vision, and his commitment to our community by investing in this upscale and carefully planned and designed neighborhood retail center.

It is important to note that he is being very selective with his tenants to ensure that this project will serve the Alexander residents in a positive way. This SUP is being requested specifically for a restaurant serving alcohol. The restaurant will be owned by Otilia's Restaurant, LLC and will be operated by the very experienced restaurant operator, Ricardo Kissi. Mr. Kissi owns other restaurants around Laredo and they have a great reputation for serving quality food, offering excellent customer service, and for their relaxed and family-friendly ambience.

The restaurant which is being proposed will be approximately 5,000 square feet in size with approximately 2,500 sq.ft. of actual dining area. It will be designed and operated as an upscale, full-service restaurant serving steaks, seafood, sushi, and alcoholic beverages. The restaurant will serve as the main anchor for the retail center and will have operating hours similar to those of Border Foundry and Republica which is located across the street at the Shops at Winfield. The operating hours are as follows: Sunday through Thursday (11:00 am to 12:00 am) and Friday and Saturday (11:00 am to 2:00 am). The restaurant will not have any live music and will have 25 dining tables and up to 25 employees during peak operating hours which is typically dinner time.

The retail center is designed to have at least 209 parking spaces. Restaurants typically require more parking than other uses, but it is important to note that peak hours are projected to be between 6:00pm to 11:00pm when a majority of the other tenants will be closed. The goal of this restaurant is to be a positive neighbor to the Alexander residents and to serve them in a convenient way. In addition, the proximity to the subdivision, will serve to advance the goal of walkability as set forth by the Viva Laredo Comprehensive Plan.

Exhibit C

Emami Plaza

PROPOSED Unit Mix

BUILDING 1	SQUARE FOOTAGE
Unit 101: Proposed restaurant serving alcohol	5,000 plus 3,383 (outdoor patio)
Unit 102:	2000
Unit 103:	1500
Unit 104:	2000
Unit 105:	3000
Unit 106:	2253
TOTAL:	**15,753**

BUILDING 2	SQUARE FOOTAGE
Unit 201:	3000
Unit 202:	2000
Unit 203:	2000
Unit 204:	2500
Unit 205:	2000
Unit 206:	1500
Unit 207:	2000
Unit 208:	2200
Unit 209:	1265
TOTAL:	**18,465**



AERIAL MAP

1 inch = 133 feet

ZC-43-2022

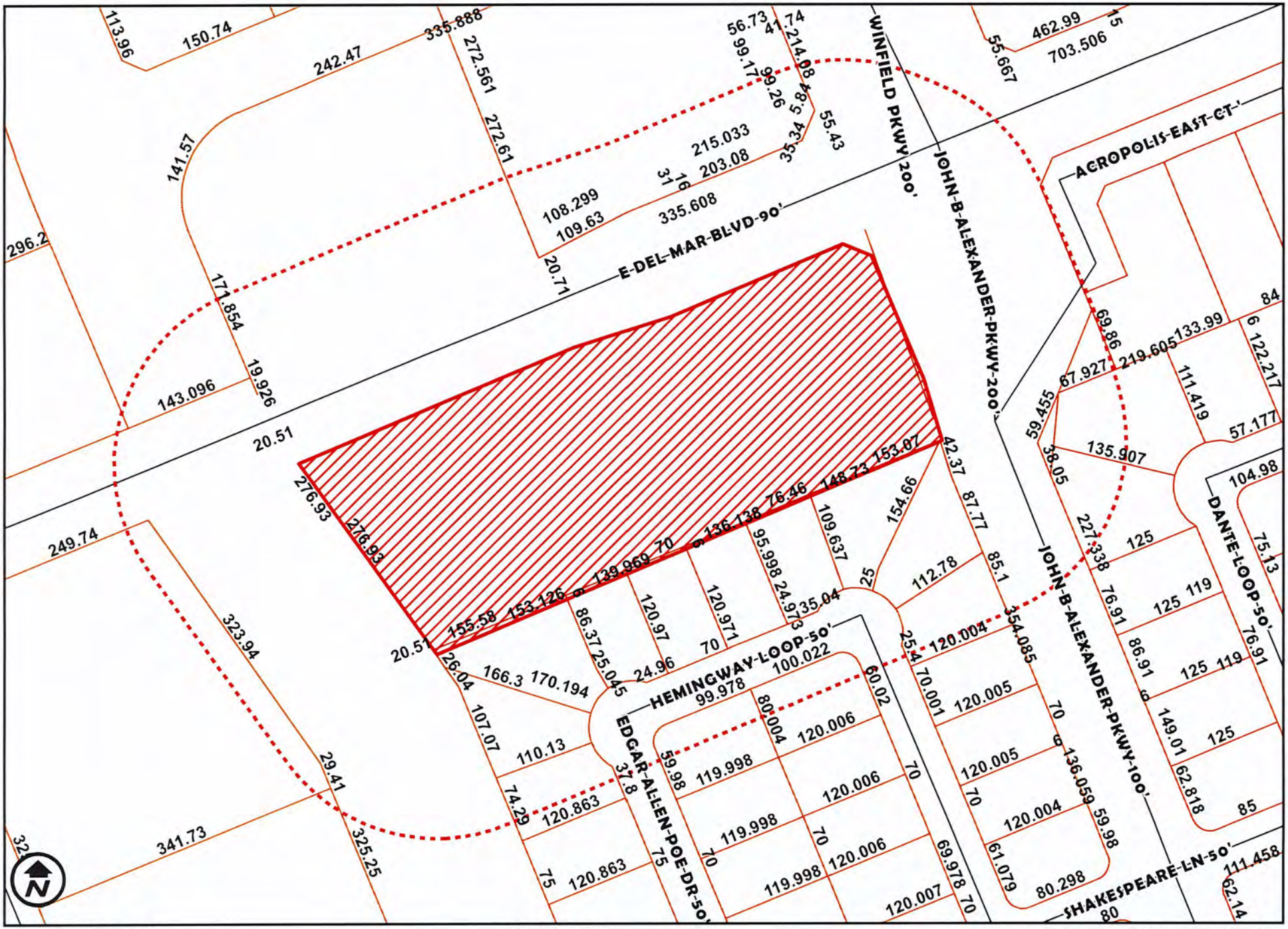
COUNCIL DISTRICT 5

SOUTH OF DEL MAR AND WEST OF JOHN B ALEXANDER PARKWAY

APPLICATION FOR

B-1 (LIMITED BUSINESS DISTRICT)

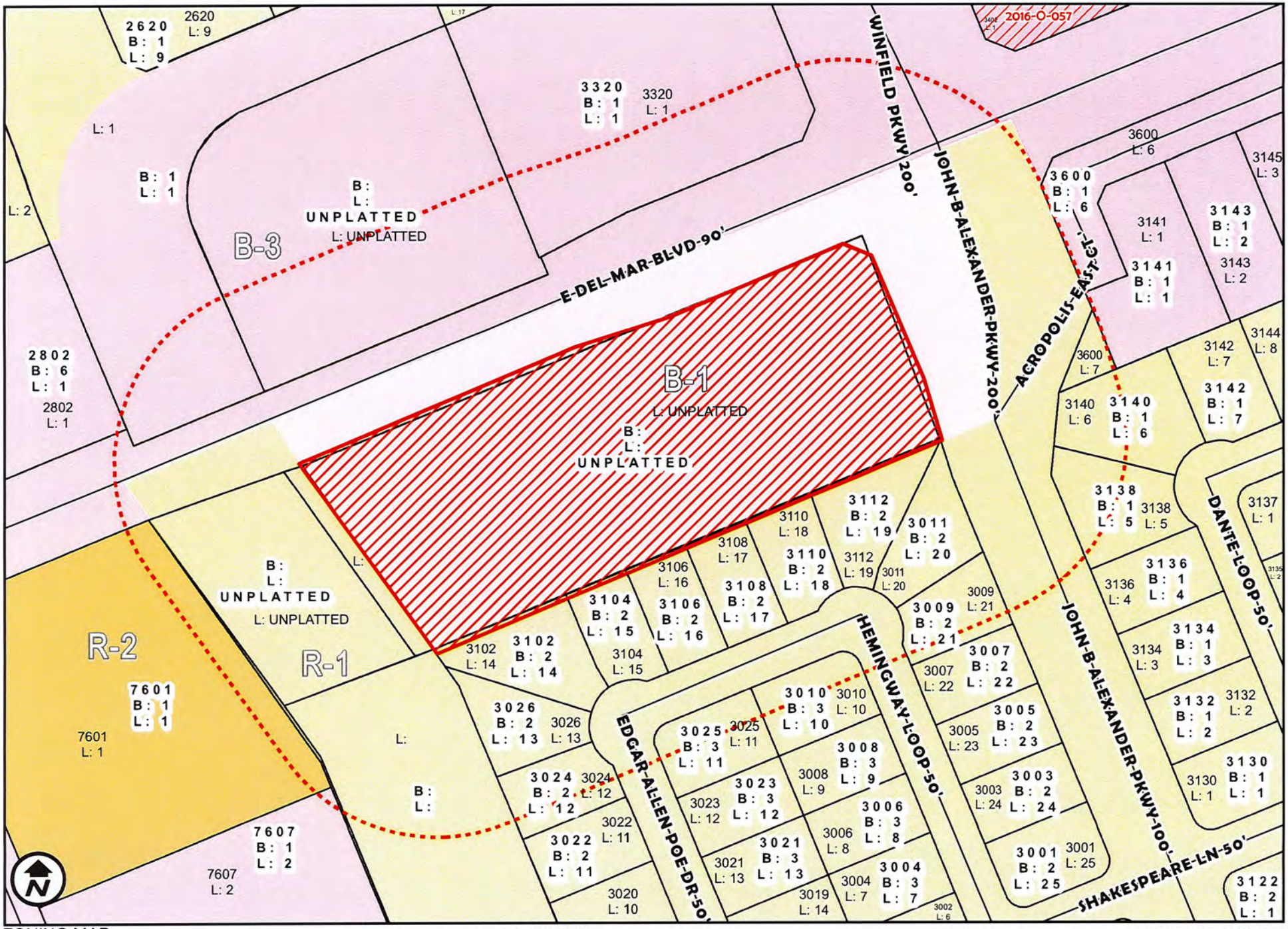
S.U.P. FOR RESTAURANT SERVING ALCOHOL



DIMENSIONS MAP
1 inch = 133 feet

ZC-43-2022
COUNCIL DISTRICT 5
SOUTH OF DEL MAR AND WEST OF JOHN B ALEXANDER PARKWAY

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT)
S.U.P. FOR RESTAURANT SERVING ALCOHOL



ZONING MAP

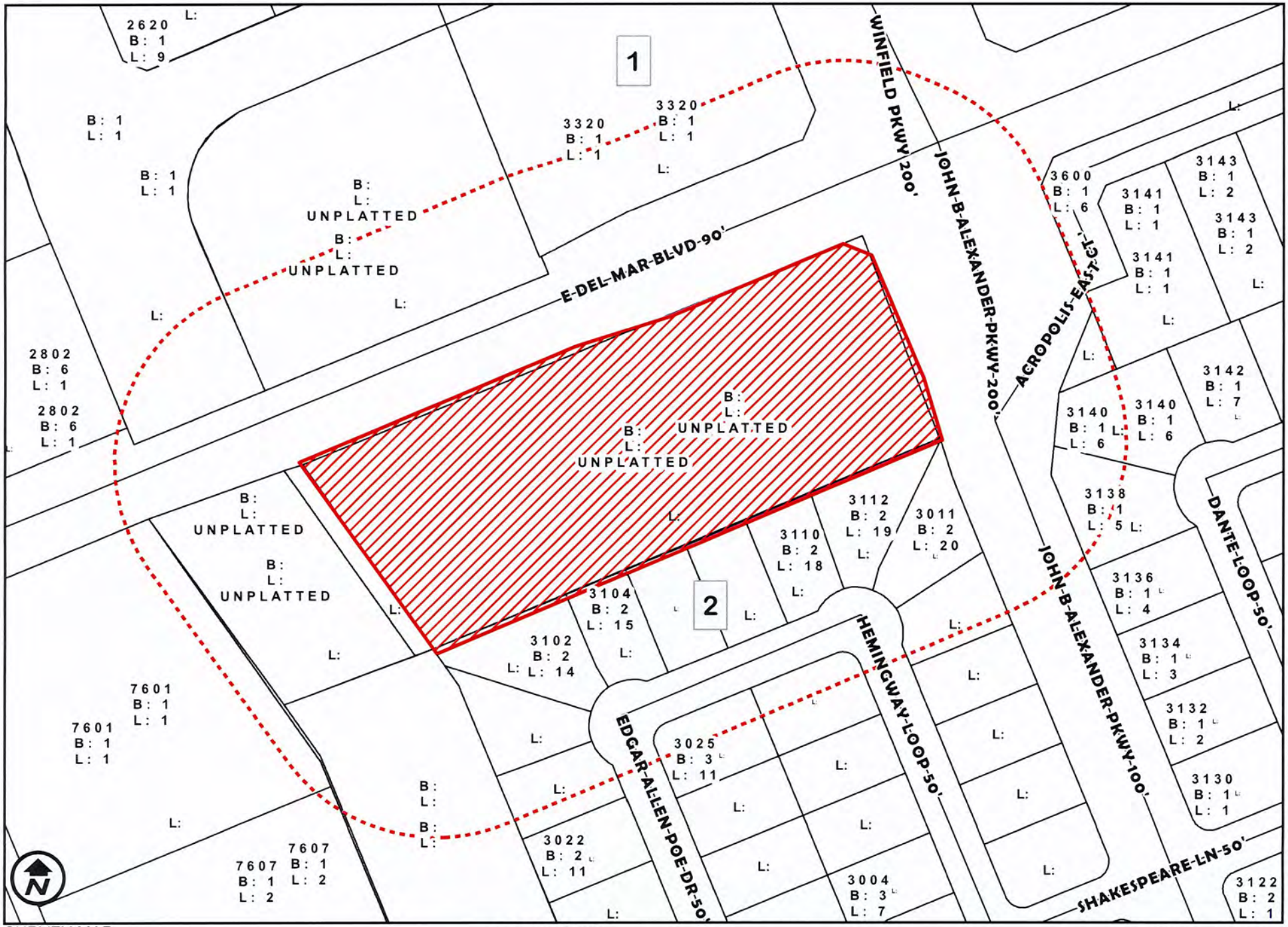
1 inch = 133 feet

ZC-43-2022

COUNCIL DISTRICT 5

SOUTH OF DEL MAR AND WEST OF JOHN B ALEXANDER PARKWAY

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT)
S.U.P. FOR RESTAURANT SERVING ALCOHOL



SURVEY MAP

1 inch = 133 feet

ZC-43-2022

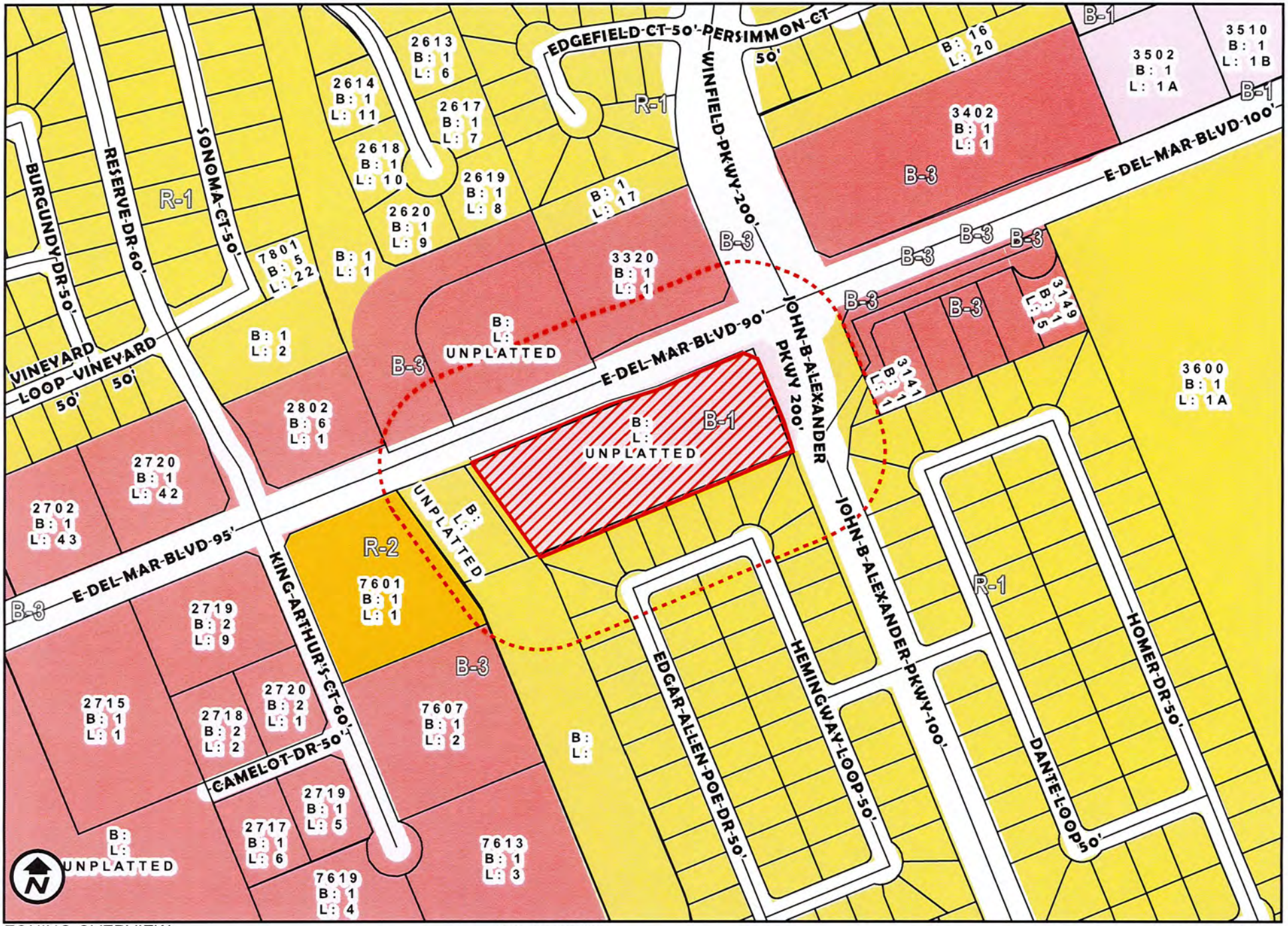
COUNCIL DISTRICT 5

SOUTH OF DEL MAR AND WEST OF JOHN B ALEXANDER PARKWAY

APPLICATION FOR

B-1 (LIMITED BUSINESS DISTRICT)

S.U.P. FOR RESTAURANT SERVING ALCOHOL



ZONING OVERVIEW

1 inch = 267 feet

ZC-43-2022

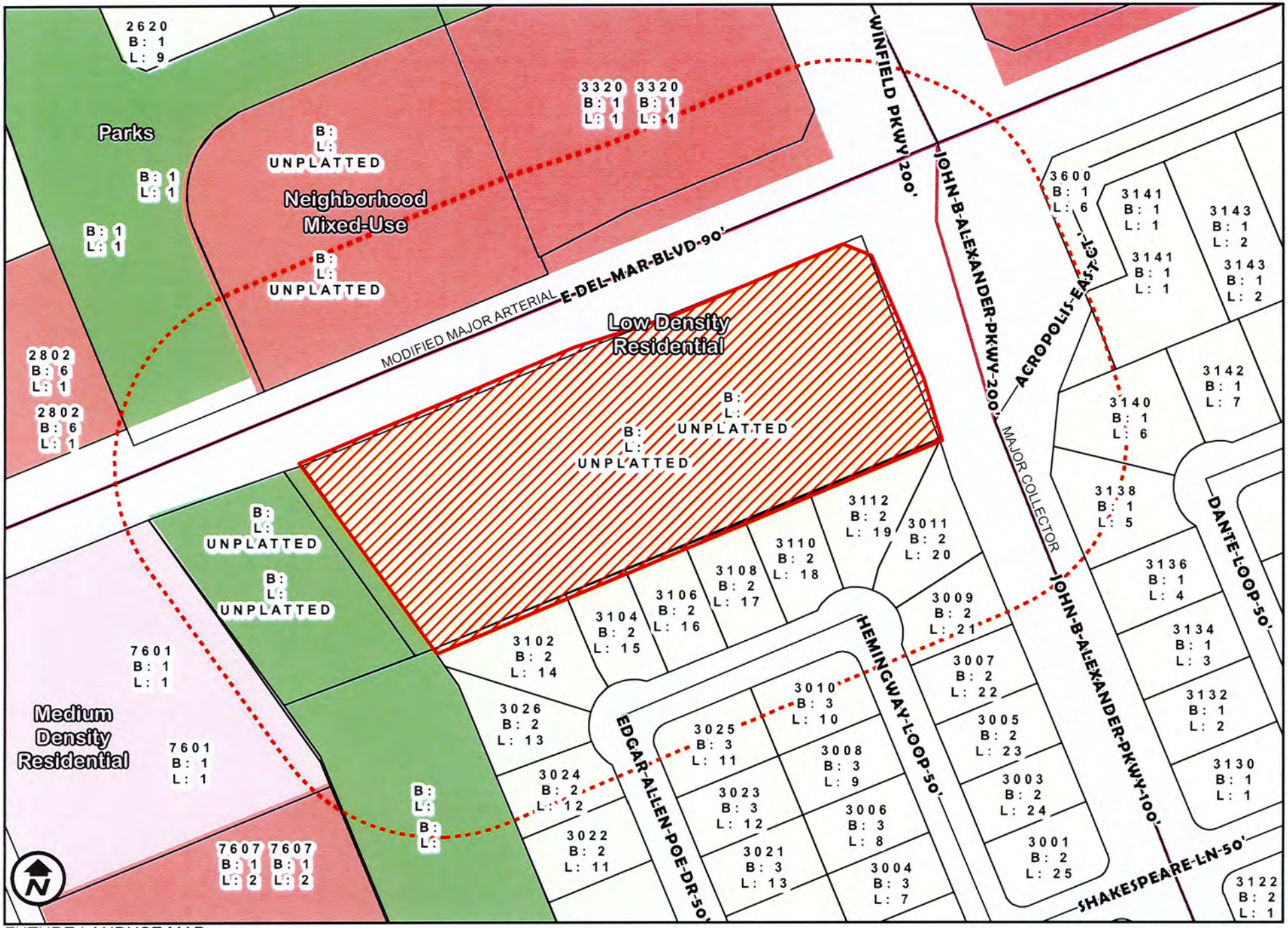
COUNCIL DISTRICT 5

SOUTH OF DEL MAR AND WEST OF JOHN B ALEXANDER PARKWAY

APPLICATION FOR

B-1 (LIMITED BUSINESS DISTRICT)

S.U.P. FOR RESTAURANT SERVING ALCOHOL



FUTURE LANDUSE MAP

1 inch = 133 feet

ZC-43-2022

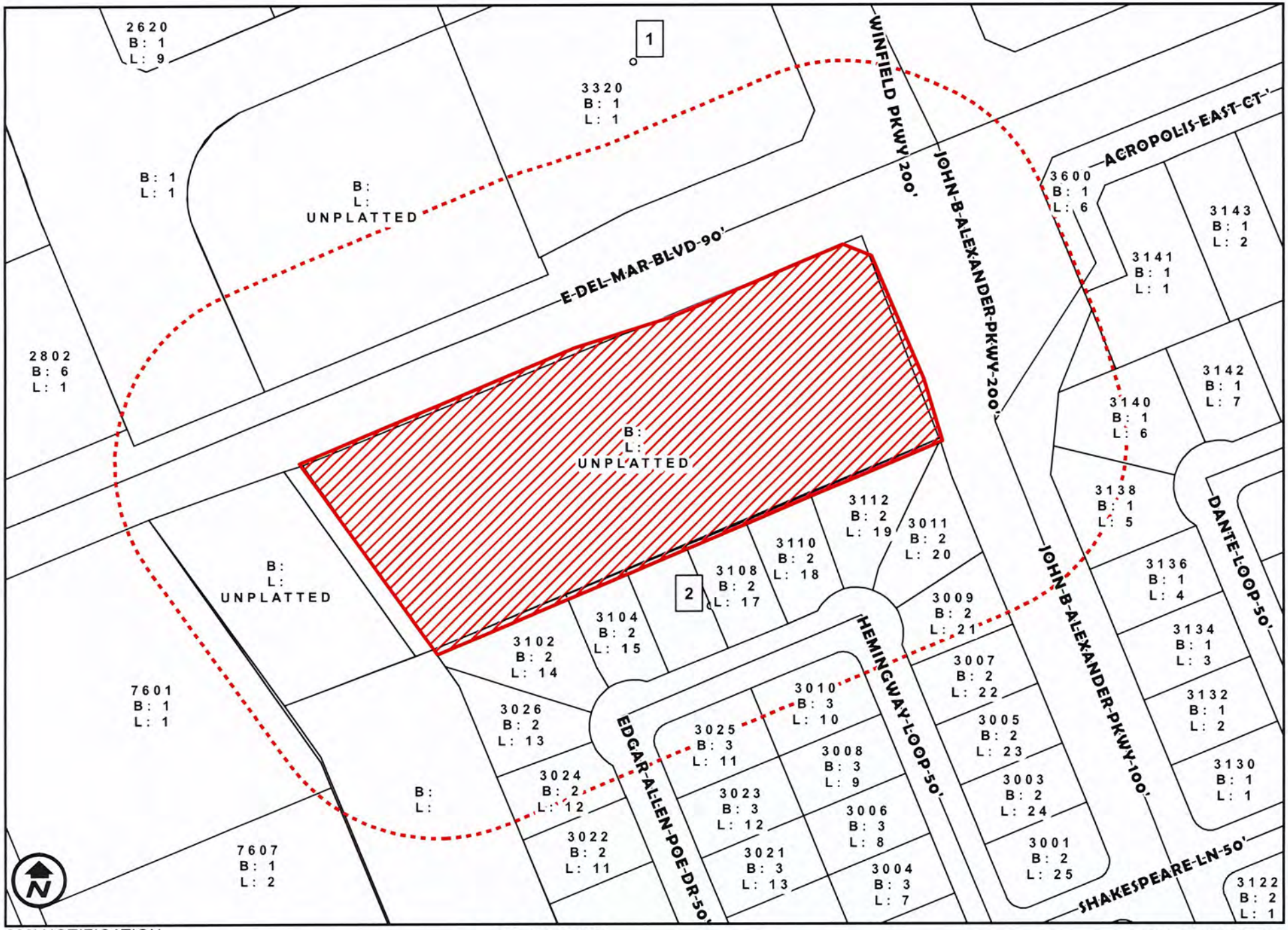
COUNCIL DISTRICT 5

SOUTH OF DEL MAR AND WEST OF JOHN B ALEXANDER PARKWAY

APPLICATION FOR

B-1 (LIMITED BUSINESS DISTRICT)

S.U.P. FOR RESTAURANT SERVING ALCOHOL



200' NOTIFICATION

1 inch = 133 feet

ZC-43-2022

COUNCIL DISTRICT 5

SOUTH OF DEL MAR AND WEST OF JOHN B ALEXANDER PARKWAY

APPLICATION FOR

B-1 (LIMITED BUSINESS DISTRICT)

S.U.P. FOR RESTAURANT SERVING ALCOHOL

City Council-Regular
Meeting Date: 06/06/2022
Initiated By: Orlando Navarro, Planning Director
Initiated By: Ema Commercial Inc, LLC, Owner; Otilia's Restaurant, LLC, Applicant; Daniel Tijerina, Jr., Representative
Staff Source: Orlando D. Navarro, Planning Staff

SUBJECT
2022-O-083 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on approximately 3.54 acres situated in Porcion 25, Juan F. Garcia, Original Grantee, Abstract 50, City of Laredo, Webb County Texas. Being out of that certain 1,450 acres of land conveyed to Delfina Benavides Alexander and Josefina Alexander Gonzalez recorded in Volume 414, pages 502-506, deed records Webb County Texas, subsequently conveyed to Ema Commercial Investments, Limited Liability Company as per deed recorded in Volume 4200, pages 846-852, Webb County Official Public Records, located south of Del Mar Boulevard and west of John B Alexander Parkway, Unit 101 (8,383 square feet).

ZC-043-2022
District V

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

BACKGROUND
Council District: V - Ruben Gutierrez, Jr.

Proposed use: Restaurant Serving Alcohol

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is Del Mar Boulevard and vacant undeveloped land. To the east of the site is John B. Alexander parkway, entrance of D&J Alexander Estates, and vacant undeveloped land. To the south of the site is predominantly single family residential use, Hemingway Loop, and Edgar Allen Poe Drive. West of the site is Zacate Creek, multi-family residential use, and vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential 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 Del Mar Boulevard as a Modified Major Arterial and identifies John B Alexander Parkway as a Collector.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 22
Inside the 200 feet notice:
In Favor: 0 **Opposed:** 0

Outside the 200 feet notice:
In Favor: 3 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning & Zoning Commission in a 7 to 1 vote recommended **approval** of the Special Use Permit.

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

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

1. While initially staff did not support the item, the applicant presented more information which resulted in the reevaluation and of support the item.
2. The proposed use is compatible and compliments other commercial uses in the area.
3. The proposed use will provide amenities within walking distance of the adjacent neighborhood.
4. While the proposed use is not in conformance with the Comprehensive Plan's Low Density Residential Use designation, it is not anticipated to have a negative impact in the surrounding area or neighborhoods.
5. The site does not meet the minimum distance requirement of 300 feet between the proposed use and the nearest residential district use, park, school, or church as per the Laredo Land Development Code Section 24.65.15, (the distance to the nearest residential district use is about 250 feet), however, the proposed use is anticipated to not adversely impact the surrounding properties or neighborhood since similar uses are within the vicinity.
6. Although the proposed use does not meet the required parking as per the Laredo Land Development Code Section 27.78.3, the plaza does provide 209 parking spaces for approximately 15 uses and the parking is therefore not anticipated to spill over into the surrounding area.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is issued to Ricardo Kissi.
2. The Special Use Permit is restricted to Unit 101 and limited to 8,383 square feet as per site plan "Exhibit A", which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Monday to Thursday, 11:00 a.m. to 12:00 a.m. (midnight) and Friday to Saturday, 11:00 a.m. to 2:00 a.m.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
6. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
7. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.

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

Staff **supports** the application.

Is this change contrary to the established land use pattern?
No, the zone will not change.

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

Will change adversely influence living conditions in the neighborhood?
The proposed use will not adversely impact the surrounding area or neighborhoods.

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

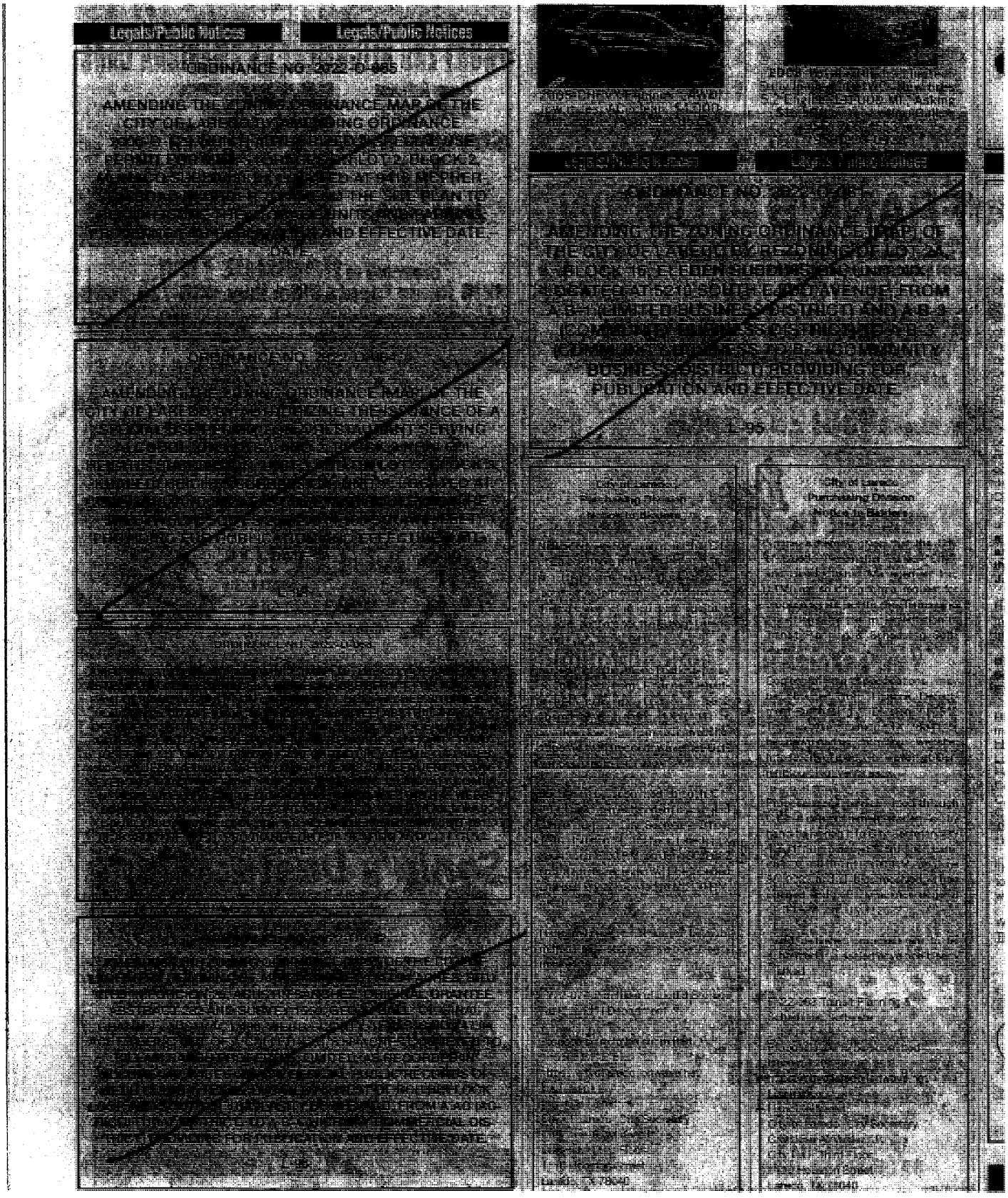
Fiscal Impact

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

Attachments

Maps

Survey
Site Plan
Narrative
Unit Numbers/Square Footage
Ordinance



ZC-09(1)2023
PROPOSED
~~CONDITIONAL~~ / SPECIAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AMENDING ORDINANCE 2022-O-083, WHICH AUTHORIZED A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL ON LOT 1, BLOCK 1, EMAMI PLAZA PLAT, LOCATED AT 3311 EAST DEL MAR BOULEVARD, SUITE 101 (6,924 SQUARE FEET) IN ORDER TO REDUCE THE SQUARE FOOTAGE AND AMEND THE HOURS OF OPERATION; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received to amend the Executed Ordinance 2022-O-083, which authorized a special use permit for a restaurant serving alcohol on Lot 1, Block 1, Emami Plaza Plat, located at 3311 East Del Mar Boulevard, Suite 101 (6,924 square feet) in order to reduce the square footage and amend the hours of operation; 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 August 17, 2023; and,

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

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

WHEREAS, the City Council has held a public hearing on September 18, 2023, on the request and finds the Special Use Permit Amendment appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: Ordinance 2022-O-083, which authorized a special use permit for a restaurant serving alcohol on Lot 1, Block 1, Emami Plaza Plat, located at 3311 East Del Mar Boulevard, Suite 101 (6,924 square feet) in order to reduce the square footage and amend the hours of operation.

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

1. The Special Use Permit is issued to Ricardo Kissi, and is non-transferable.

2. ~~The Special Use Permit is restricted to the site plan, which is made part hereof for all purposes.~~ *The Special Use Permit is restricted to Suite 101 and limited to 6,924 square feet as per site plan, "Exhibit A" which is made part hereof for all purposes.*
3. ~~The hours of operation shall be limited to, from Monday to Thursday, 11:00 a.m. to 12:00 a.m. (midnight) and Friday to Saturday, 11:00 a.m. to 2:00 a.m.~~ *The hours of operation shall be limited to, Monday to Sunday from 8:00 a.m. to 11:00 p.m.*
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
6. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
7. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
8. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
9. Outdoor music and speakers are prohibited. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
10. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
11. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
12. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
13. The restaurant shall undergo an annual Fire Inspection.
14. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
15. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
16. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
17. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

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

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

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12.12, entitled "Enforcement and Revocation of Special Use Permit Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit Revocation

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

A. Circumstances that warrant revocation of an approved special use permit include, but shall not be limited to, any of the following:
    1. Any Violation of any of the conditions of the special use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
    2. A plea of guilty or no-contest to an offense that that occurs on the property for which the special use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;
    3. The building, premise, or land uses under the special use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate special use permit for such enlargement, modification, structural alteration or change;
    4. Violation of any provision of the site plan encompassing the property for which the special use permit was issue for, terms or conditions of a special use permit;
    5. The special use permit was obtained by fraud or with deception.
B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council may revoke the special use permit, deny the revocation and allow the sue to continue, or deny the revocation and amend the special use permit to attach conditions to assure that the terms, conditions and requirements of the special use permit be met.
C. Effect of revocation. Upon the effective date of the revocation, it shall be unlawful to undertake or perform any activity that was previously authorized by the special use permit. Any person, firm, or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2023.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 10.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Steve E. Landin, Acting Chief of Police

SUBJECT

Public Hearing and Introductory Ordinance Authorizing the City Manager to enter into and execute a Memorandum of Understanding (MOU) between the City of Laredo Police Department Texas Anti-Gang Center (LPD/TAG) and San Antonio Texas Anti-Gang Center (SA/TAG), via the Texas Department of Public Safety (TXDPS) for the purpose of executing a transfer of investigative equipment, to accept said equipment and to amend the FY22-23 Special Police Fund budget by appropriating and increasing revenues and expenditures in the amount of $190,792.00 to reflect the value of the investigative equipment and accessories. The equipment will be used for drug related investigations as part of the LPD/TAG program. The acquisition of equipment and mutual agreement is at no cost to the City of Laredo.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Requesting authorization to enter into a Memorandum of Understanding (MOU) and to accept investigative equipment and accessories. The equipment will be used for drug related investigations as part of the LPD/TAG program. The acquisition of equipment and mutual agreement is at no cost to the City of Laredo.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Recommends the approval of this Public Hearing and Introductory Ordinance.

Fiscal Impact

Fiscal Year: 2023

Bugeted Y/N?: Y
Source of Funds: Grant
Account #: 229-2331
Change Order: Exceeds 25% Y/N: N/A
FINANCIAL IMPACT:

Line Item	FY22-23 Original Budget	Amendment	FY22-23 Amended Budget
Revenues:			
229-0000-372-1000	$644,850.00	$190,792.00	$835,642.00
Expenditures:			
229-2331-525-9001	$82,368.00	$190,792.00	$273,160.00

Attachments

Bill of Sale 908devices
Laredo TAG Equipment Transfer Form
Equipment Transfer MOU
Public Hearing and Introductory Ordinance

908devices

Sales Order

645 Summer St
Ste 201
Boston MA 02210
United States
857-254-1500

Order Date	7/31/2023
Order #	SO8699
Terms	Due on receipt
PO #	908 Devices quote 908...
Customer Due Date	8/18/2023
Shipping Method	FedEx Ground
Ship Date	8/11/2023
Tracking #	
Transaction Next App...	
Subsidiary	908 Devices Inc.

Bill To

Administrator Morales
Texas Department of Public Safety ...
4402 Piedras Drive West
San Antonio TX 78228
United States

Ship To

Gabriel E. Martinez
Laredo TAG
6410 McPherson Rd.
Laredo TX 78041
United States

Item	Quantity	Units	Description	Rate	Amount	Tax Rate
820-00907	4	EA	Foam-tipped Applicator Swabs, 6 in (15 cm), plastic shaft, MX908 (50 count)	42.68	170.72	
MX908-05-1-0-03	2		MX908-c, handheld mass spec chemical detection system for gas/vapor, liquids and solids. Includes one (5) year warranty and support and on-site training (expires 6 months after purchase, CONUS only). Available only to US federal or pre-approved customers.	94,146.26	188,292.52	
415-00044	2		Chemical training kit for MX908	198.85	397.70	
415-00042	10	EA	Trace Sampling Swabs, MX908 (2 hard cases, 100 swab count total).	193.03	1,930.30	

Subtotal	190,791.24
Shipping Cost (FedEx Ground)	0.00
Total	$190,791.24

SO8699

Packing Slip

908devices

645 Summer St
Ste 201
Boston MA 02210
United States

Order Date	7/31/2023
Order #	SO8699
PO #	908 Devices quote 90809607
Ship Date	8/9/2023
Ship Via	FedEx Ground
Tracking #	635046876135 635046876146

Ship To

Gabriel E. Martinez
Laredo TAG
6410 McPherson Rd.
Laredo TX 78041
United States

Item	Description	Orde...	Ship...
820-00907	Foam-tipped Applicator Swabs, 6 in (15 cm), plastic shaft, MX908 (50 count)	4	4
MX908-05-1-0-03	MX908-c, handheld mass spec chemical detection system for gas/vapor, liquids and solids. Includes one (5) year warranty and support and on-site training (expires 6 months after purchase, CONUS only). Available only to US federal or pre-approved customers.	2	2
415-00044	Chemical training kit for MX908	2	2
415-00042	Trace Sampling Swabs, MX908 (2 hard cases, 100 swab count total).	10	10

Serial Numbers

MX2364,MX2338

Regional Equipment Transfer MOU

Between

San Antonio Texas Anti-Gang Center

(Sub-Recipient)

and

Laredo Texas Anti-Gang Center, City of Laredo

(Receiving Jurisdiction/Agency)

Purpose
This Memorandum of Understanding (MOU) sets forth the terms, conditions and understanding between San Antonio Texas Anti-Gang Center, Texas Department of Public Safety (Sub-Recipient) and the Laredo Texas Anti-Gang Center, City of Laredo (Receiving Jurisdiction/Agency) in regard to transferring and receiving equipment purchased with State and/or Federal grant funds.

Duration
This MOU shall become effective upon signature by the authorized officials from each party and may be modified, and/or terminated, upon mutual consent of both authorized officials.

Certification
This is to certify that the equipment being transferred was acquired by the expenditure of grant funds awarded to the Sub-recipient.

The Receiving Jurisdiction/Agency certifies that they have received a copy of the Grantee Conditions and Responsibilities Memo (Attachment A) and have knowledge of, and are in compliance with the laws, rules and regulations of the grant, including compliance with all state and federal grant eligibility requirements.

The Receiving Jurisdiction/Agency further certifies that they have received a copy of the Sub-Recipient's Grant Award (Attachment B) and agrees to be bound by all the contract covenants and exhibits to the Sub-Recipient's award and any modifications or amendments to that award. Sub-Recipient certifies that all Grant Award documents and amendments are included in Attachment B.

The Sub-Recipient and Receiving Jurisdiction/Agency further certify that they are duly authorized and empowered by their governing body to enter into this agreement.

Equipment being transferred:
*(**Note:** When transferring multiple equipment items under this MOU, it is acceptable to append an attachment to this agreement containing the information noted below for each item.)*

#1 Item Description:	MX908-c, handheld mass spec chemical detection system for gas/vapor, liquids and solids
#1 Inventory Number:	004
#1 Serial Number/VIN:	MX2364
#1 Model Number:	MX908-05-1-0-03
#2 Item Description:	MX908-c, handheld mass spec chemical detection system for gas/vapor, liquids and solids
#2 Inventory Number:	005
#2 Serial Number/VIN:	MX2338
#2 Model Number:	MX908-05-1-0-03

Regional Equipment Transfer MOU

Acquisition Date: 8/28/2023

Unit Cost/Fair Market Value: $94,146.26

% of Cost Federally Funded: 0%

Grant Year/Program: 05/01/2022 - 08/31/2023 (FY2023) / TA-Texas Anti-Gang (TAG) Program – HB5

SAIN: State Award ID Number: 2022-TA-ST-0001

eGrants Grant Number: 3060407

Sub-recipient Responsibilities:
The Sub-recipient agrees to:

Notify receiving jurisdiction/agency of any known modifications to applicable award requirements within 15 business days of receipt.

Receiving Jurisdiction/Agency Responsibilities:
The Receiving Jurisdiction/Agency agrees to:

- Maintain compliance with the requirements of federal and state granting agencies;
- Maintain all aspects of the asset including property records, physical inventory, control system, maintenance procedures, records retention, disposition, and comply with all grant requirements;
- Make available to federal and state granting agencies or the Texas State Auditor's Office, or designees of these agencies, any equipment items and related records upon request;
- Ensure the Sub-recipient is notified (Jose Morales, josemario.morales@sanantonio.gov and/or Lillian Gaa, Lillian.Gaa@dps.texas.gov) when pass-through equipment is disposed of by the receiving entity in accordance with 2 CFR 200.313 (e) and the Uniform Grant Management System (UGMS), Subpart C, Section_.32 (e) Disposition;
- Ensure the equipment is maintained in good working order;
- Ensure a physical inventory is conducted every 2 years;
- Ensure the equipment is used only as allowable under the grant; and
- Ensure any deployable equipment will be made available during an event requiring a regional, statewide, or national response.

Certified & Agreed by:

SAN ANTONIO TEXAS ANTI-GANG CENTER, TX DPS
Name of Sub-Recipient

4402 PIEDRAS DR WEST, SAN ANTONIO, TX, BEXAR, 78228
Street/Mailing Address, City, County, Zip

JOSE MORALES, SA TAG ADMINISTRATOR
Printed Name and Title

_____ 8/28/2023
Signature Date

Certified & Agreed by:

LAREDO TEXAS ANTI-GANG CENTER, CITY OF LAREDO
Name of Receiving Jurisdiction/Agency

6410 MCPHERSON RD, LAREDO, TX 78041
Street/Mailing Address, City, County, Zip

Regional Equipment Transfer MOU

JOSEPH R. NEEB, CITY MANAGER
CITY OF LAREDO
Printed Name and Title

_____ _____
Signature Date

Date of Transfer: 08/28/2023

_____ _____
Sub-Recipient Signature Receiving Jurisdiction Signature

JOSE MORALES, SA TAG ADMINISTRATOR
Printed Name and Title

GABRIEL E. MARTINEZ, JR., ADMINISTRATOR
LAREDO TEXAS ANTI-GANG CENTER
Printed Name and Title

ATTACHMENT B

Office of the Governor

Public Safety Office

Criminal Justice Division &
Homeland Security Grants Division

Grantee Standard Conditions and Responsibilities

September 2021

About This Document

In this document, grantees (also referred to as subrecipients) will find state and federal requirements and conditions applicable to grant funds administered by the Office of the Governor (OOG). These requirements and conditions are incorporated into the Grant Agreement accepted by a grant's Authorized Official.

These requirements are in addition to those that can be found on the eGrants system – including the Grant Application and Grant Award – or in documents identified there, to which grantees agreed when applying for and accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code; the Texas Grant Management Standards (TxGMS) published by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; for federal funding, the Funding Announcement or Solicitation under which OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice (DOJ), the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the grantee.

It is important for grantees to review all of these policies to successfully manage their grant, maintain eligibility for funding, and avoid violating the terms of the Grant Agreement, any of which could result in the revocation of funding or other actions.

For clarification or further information, please see the Guide to Grants and other support materials at https://eGrants.gov.texas.gov or contact the grant manager assigned to the relevant grant. If no grant manager has been assigned, please contact the eGrants help desk via email at: eGrants@gov.texas.gov, or via telephone at: (512) 463-1919 or dial 7-1-1 for relay services.

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1 Grant Agreement Requirements and Conditions

1.1 Applicability of Grant Agreement and Provisions

The Grant Agreement is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

If any term or provision of this Grant Agreement is found to be invalid or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The invalid term or invalid provision shall be deemed severable and stricken from the Grant Agreement as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, maximum liability of OOG, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, disclaimers and limitation of liability, indemnification, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 Legal Authority to Apply

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.

1.3 Amendments and Changes to the Grant Agreement

OOG and the grantee may agree to make adjustments to the grant budget and detailed budget as documented in eGrants. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category or changing grant officials. OOG, at its sole discretion, and upon written notice by OOG to the grantee of any proposed adjustment, and after the grantee has had an opportunity to respond to the proposed adjustment, may adjust the grantee's Budget, Grant Narrative, Special Conditions, Period of Performance, and/or any other items as deemed appropriate by OOG, at any time, during the term of this Grant Agreement.

The grantee has no right or entitlement to reimbursement with grant funds. OOG and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of OOG is void unless a written amendment to this Grant Agreement is first executed and documented in eGrants. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of OOG in excess of the "Maximum Liability of the OOG" as set forth in the Statement of Grant Award (SOGA).

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in eGrants to be binding upon the Parties.

1.4 General Responsibility

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with OOG administrative rules, policies and procedures, and applicable federal and state laws and regulations.

Grant funds may be used only for the purposes in the grantee's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from OOG.

The grantee will maintain an appropriate financial management and grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.5 Terms and Conditions

The grantee will comply with the terms and conditions as set forth and required in the funding announcement under which the approved application was submitted, the application, and award in eGrants. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, the grantee remains responsible for complying with these terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with the grant agreement. The failure of OOG to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of OOG's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this grant agreement shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this grant agreement.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

1.6 Special Conditions

Special Conditions may be imposed by OOG, at its sole discretion and at any time, without amending this Grant Agreement. Failure by OOG to provide notice does not absolve grantee of compliance with any special conditions. OOG may place grantee on immediate financial hold, without further notice, until all Special Conditions, if any, are met.

1.7 Public Information

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, OOG, and this Grant Agreement are subject to the Texas Public Information Act,

Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OOG, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to OOG or State of Texas. The grantee will cooperate with OOG in the production of documents or information responsive to a request for information.

Information provided by or on behalf of the grantee under, pursuant to, or in connection with this Grant Agreement that the grantee considers proprietary, financial, trade secret, or otherwise confidential information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State of Texas or any other entity in accordance with this Grant Agreement. Merely making a blanket claim that the all documents are protected from disclosure because they may contain some proprietary or confidential information may not render the whole of the information confidential. Any information which is not clearly identified as proprietary or confidential is subject to release in accordance with the Act. OOG agrees to notify the grantee in writing within a reasonable time from receipt of a request for information covering the grantee's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General.

The grantee agrees to maintain the confidentiality of information received from OOG or State of Texas during the performance of this Grant Agreement, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers.

The grantee must immediately notify and provide a copy to OOG of any Public Information Request or other third-party request for the disclosure of information it receives related to this Grant award.

1.8 Remedies for Non-Compliance

If OOG determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, OOG, in its sole discretion and consistent with any applicable OOG Administrative Rules, may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by OOG;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by OOG until repayment to OOG is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of OOG;

8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless OOG expressly authorizes them in the notice of suspension or termination or subsequently.

OOG, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.9 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then OOG may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to OOG under this grant agreement and applicable law. False statements or claims made in connection with OOG grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.10 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement.

The grantee must disclose, in writing, within fifteen (15) calendar days of discovery, any existing, actual or potential conflicts of interest relative to its performance under this Grant Agreement.

The grantee is and shall remain in compliance during the term of this Grant Agreement with Texas Government Code, Section 669.003, Contracting with Executive Head of State Agency; and Section 572, Employment of Former State Officer or Employee of State Agency. The grantee certifies that it is not ineligible to receive this Grant Agreement under Texas Government Code, section 2155.004, regarding the financial participation by a person who received compensation from OOG or another state agency to participate in preparing the specifications or request for proposals on which the bid or contract is based, and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.

The grantee has not given or offered to give, nor does the grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of OOG, at any time during the award of this grant or in connection with this Grant Agreement, except as allowed under relevant state or federal law. The grantee nor its personnel or entities employed in rendering services under this grant agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of the grantee's obligations under this grant agreement.

1.11 Fraud, Waste, and Abuse

A. The grantee understands that OOG does not tolerate any type of fraud, waste, or misuse of funds received from OOG. OOG's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

   In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from OOG that is made against the grantee, the grantee is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The grantee must also promptly refer to OOG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OOG in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to OOG. If a federal or state court or administrative agency renders a judgement or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgement or order to OOG.

   The grantee is expected to report any possible fraudulent or dishonest acts, waste, or abuse to OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

B. Restrictions and certifications regarding non-disclosure agreements and related matters. No grantee or subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

   The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information),

Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient:
    a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that federal agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants") or procurement contracts, or both:
    a. It represents that:
        i. It has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
        ii. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
    b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OOG.

These provisions apply to all grantees and subgrantees or subcontractors.

1.12 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OOG, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to

this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements.

Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Western District of Texas - Austin Division. Venue for any OOG-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by OOG in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.13 Funds Limited by Agreement and Subject to Availability

The grantee agrees that nothing in this grant will be interpreted to create an obligation or liability of OOG in excess of the funds delineated in this grant. The grantee agrees that funding for this grant is subject to the actual receipt by OOG of grant funds (state and/or federal) appropriated to OOG for the grant program. The grantee agrees that the grant funds, if any, received from OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of OOG for the purpose of this grant. The grantee agrees that notwithstanding any other provision of this grant, if OOG is not appropriated the funds or if OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, OOG is not liable to pay the grantee the maximum liability amount specified in the SOGA or any other remaining balance of unpaid funds. If OOG or the program fund becomes subject to legislative change, revocation of statutory authority, lack of appropriated funds, or unavailability of funds which would render performance under this grant agreement impossible, this grant agreement may be immediately terminated without recourse, liability, or penalty against OOG upon written notice to grantee.

1.14 Termination of the Agreement

OOG may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against OOG, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, OOG may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

OOG and grantee may mutually agree to terminate this Grant Agreement. OOG in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement. Following termination by OOG, grantee shall continue to be obligated to OOG for the return of grant funds in accordance with applicable provisions

of this Grant Agreement. In the event of termination under this Section, OOG's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by OOG in its sole discretion to be reasonable and necessary to cost-effectively terminate the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.15 Communication with Grantee

Notice may be given to the grantee via eGrants, email, hand-delivery, delivery service, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in eGrants.

1.16 Limitation of Liability

To the extent allowed by law, the grantee agrees to indemnify and hold harmless OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands or suits whatsoever, including any litigation costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or workers' compensation in grantee's performance under this grant agreement. The grantee shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by grantee with OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

The grantee further agrees to indemnify and hold harmless, to the extent allowed by law, the OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands, or suits, whatsoever, including any litigation costs, attorneys' fees, and expenses, that arise from any acts or omissions of grantee or any of its officers, employees, agents, contractors, and assignees, relating to this grant agreement regardless of whether the act or omission is related to this grant agreement. The defense shall be coordinated by grantee, OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by OOG, its officers, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that OOG or the State of Texas may have by operation of law.

1.17 Liability for Taxes

The grantee agrees and acknowledges that grantee shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any

such persons, including laws regarding wages, taxes, insurance, and workers' compensation. OOG and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of OOG.

1.18 Force Majeure

Neither the grantee nor OOG shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.19 Debt to State

The grantee agrees, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

1.20 Grantee an Independent Contractor

The grantee expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of grantee be considered an employee, agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. All persons furnished, used, retained, or hired by or on behalf of the grantee or any of the grantee's contractors shall be considered to be solely the employees or agents of the grantee or the grantee's contractors. The grantee or grantee's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. The grantee agrees to take such steps as may be necessary to ensure that each contractor of the grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is responsible for all types of claims whatsoever due to actions or performance under this Grant Agreement, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

1.21 No Assignment of Rights or Obligations

The grantee may not assign this Grant Agreement or any of its rights or obligations under this Grant Agreement to any third party or entity. Any attempted assignment without OOG's prior written consent is void and may result in the termination of this Grant Agreement.

1.22 Funds Are for Sole Benefit of Grantee

It is expressly agreed that any solicitation for or receipt of funds of any type by the grantee is for the sole benefit of the grantee and is not a solicitation for or receipt of funds on behalf of OOG or the Governor of the State of Texas.

1.23 Permission for Use of OOG Name and Labeling

Other than the required statements listed in this document, grantee shall not use OOG's name or refer to OOG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this Grant Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from OOG. This Section is not intended to and does not limit the grantee's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act. This Section is not intended to and does not limit OOG's duties and obligations to report this Grant Agreement, any grant payments made under this Grant Agreement, any contract compliance or performance information or other state or federal reporting requirements applicable to OOG.

1.24 Acknowledgement of Funding and Disclaimer

All publications, including websites, produced in full or in part with grant funds awarded by OOG must include an acknowledgement of the funding and a disclaimer of non-endorsement by the funding agency. In general, no publication may convey OOG's or any federal funding agency's (i.e. DOJ or FEMA) official recognition or endorsement of the recipient's project simply based on having received funding. For websites, the acknowledgement should be present somewhere on all major entry pages. Acknowledgement language for grants made through state fund sources is below and language for grants made through specific federal fund sources is included within the fund specific conditions memo.

For any state grant program: "This [website/report/study/project/etc.] is funded [insert "in part", if applicable] through a grant from the Public Safety Office of the Texas Office of the Governor. Neither the Office of the Governor nor any of its components operate, control, are responsible for, or necessarily endorse, this website (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

1.25 Royalty-Free License

Pursuant to 2 CFR 200.315(b), the grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OOG (and the federal funding agency, if the work is funded with a federal grant) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes:

A. Any work subject to copyright developed under an award or subaward; and

B. Any rights of copyright to which a grantee or subgrantee or subcontractor purchases ownership with state (or Federal) support.

The recipient acknowledges that OOG (and the federal funding agency) have the right to:

A. Obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and

B. Authorize others to receive, reproduce, publish or otherwise use such data for state (or federal) purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data- general).

It is the responsibility of the grantee (and of each subgrantee or subcontractor if applicable) to ensure that this condition is included in any subaward under this award. The grantee has the responsibility to obtain from subgrantees, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subgrantee contractor, or subcontractor refuses to accept terms affording the Government such rights, the grantee shall promptly bring such refusal to the attention of the OOG program manager for the award and not proceed with the agreement in question without further authorization from OOG.

1.26 Project Period

The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. OOG will not be obligated to reimburse expenses incurred after the performance period.

1.27 Project Commencement

The grantee must take reasonable steps to commence project activities upon receiving notice of a grant award. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a statement to OOG explaining the implementation delay. Upon receipt of the 90-day letter, OOG may cancel the project and redistribute the funds to other project areas. OOG may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

1.28 Project Close Out

OOG will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with OOG.

The grantee must promptly refund any balances of unobligated cash that OOG paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

1.29 Federal Program Laws, Rules, and Guidelines

The grantee must comply with applicable provisions of federal and state law and regulations, terms and conditions applicable to the federal awards providing funding for the grant award, and any applicable program guidelines, which may include:

A. The Omnibus Crime Control and Safe Streets Act of 1968 (as amended - 42 U.S.C 3711 et seq.);

B. Victims of Crime Act (VOCA) program guidelines, including the VOCA Final Rule effective August 8, 2016 and included in 28 CFR 94;

C. Violence Against Women Act (VAWA) relevant statutory and regulatory requirements, including the Violence Against Women Act of 1994 (P.L., 103-322), the Violence Against Women Act of 2000 (P.L. 106-386), the Violence Against Women and Department of Justice Reauthorization Act of 2005 (P.L. 109-162), the Violence Against Women Reauthorization Act of 2013 (P.L. 113- 4), the Office on Violence Against Women's (OVW) implementing regulations at 28 CFR Part 90, OVW's general terms and conditions available at http://www.justice.gov/ovw/grantees (these do not supersede any specific conditions in the grant agreement), and the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide;

D. The provisions of the current edition of the Department of Justice Grants Financial Guide;

E. If the grantee uses grant funds to undertake research involving human subjects, the grantee may be subject to Department of Justice (DOJ) Office of Justice (OJP) policies and requirements adopted by OOG related to human subjects found in 28 CFR Part 46;

F. Section 2002 of the Homeland Security Act of 2002, as amended (P.L. 107-296) (6 U.S.C. § 603);

G. If grantee receives a grant award in excess of $150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Any subgrants or contracts made by the grantee in excess of $150,000 must contain this provision.

H. All other applicable Federal laws, orders, circulars, or regulations.

1.30 Applicability of Part 200 Uniform Requirements for Federally Funded Awards

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 apply to any grants funded through an award from a Federal agency.

1.31 Required State Assurances

The grantee must comply with the applicable State Assurances included within TxGMS, which are incorporated here by reference in the award terms and conditions.

2 Organizational Eligibility

2.1 Good Standing for Eligible Grantees

A. The grantee is in good standing under the laws of the State in which it was formed or organized, and has provided OOG with any requested or required documentation to support this certification.

B. The grantee agrees to remain in good standing with any state or federal governmental bodies related to the grantee's right to conduct its business in Texas, including but not limited to the Texas Secretary of State and the Texas Comptroller of Public Accounts, as applicable.

C. The grantee owes no delinquent taxes to any taxing unit of this State as of the effective date of this Grant Agreement.

D. The grantee is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 for additional information and guidance.

E. The grantee has or will obtain all licenses, certifications, permits, and authorizations necessary to perform its obligations under this Grant Agreement, without costs to OOG.

F. The grantee is currently in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of grantee's business or operations.

G. The grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

H. The grantee shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Grant Agreement.

I. The grantee does not have any existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

2.2 System for Award Management (SAM) Requirements

A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.

B. Applicable to this Grant Agreement is the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001, and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), https://www.sam.gov, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

C. The grantee will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

D. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas

statutes and rules relating to procurement and that the grantee is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

2.3 Criminal History Reporting

Counties or other governmental entities required to maintain and report criminal history records per the Texas Code of Criminal Procedure, Ch. 60, must maintain compliance with that statute and Governor's Executive Order GA-07, Order 8, in order to obtain or maintain eligibility for OOG grant funds.

2.4 Uniform Crime Reporting

Local units of governments operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To maintain eligibility for funding, grantees must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, grantees are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

2.5 Immigration Related Matters

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code which prohibits local entity or campus police departments from: (1) adopting, enforcing, or endorsing a policy under which the entity or department prohibits or materially limits the enforcement of immigration laws; (2) as demonstrated by pattern or practice, prohibiting or materially limiting the enforcement of immigration laws; or (3) for an entity that is a law enforcement agency or for a department, as demonstrated by pattern or practice, intentionally violate Article 2.251, Code of Criminal Procedure.

2.6 E-Verify

A. The grantee shall comply with the requirements of the Immigration Reform and Control Acts of 1986 and 1990 ("IRCA") regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services in the United States of America under this Grant Agreement, if any, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.

B. The grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

    1. All persons employed to perform duties within Texas, during the term of the Grant; and
    2. All persons employed or assigned by the grantee to perform work pursuant to the Grant Agreement, within the United States of America.

    If this certification is falsely made, the Grant Agreement may be terminated.

C. If applicable, grantee will comply with Executive Order RP-80 regarding the U.S. Department of Homeland Security's E-Verify system.

2.7 Deceptive Trade Practices Violations

The grantee represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that the grantee has not been found to be liable for such practices in such proceedings. The grantee certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings. The grantee shall notify OOG in writing within five (5) calendar days if grantee or any of its officers are subject to allegations of Deceptive Trade Practices or are the subject of alleged violations of any unfair business practices in an administrative hearing or court suit, and that the grantee or officers have been found to be liable for such practices in such proceedings.

2.8 Hurricane Contract Violations

Texas law prohibits OOG from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, Hurricane Harvey, or any other disaster, as defined by section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under section 2155.006 and 2261.053 of the Texas Government Code, the grantee certifies that the entity named in this Grant Agreement is not ineligible from entering into this Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.9 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for non-

compliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.10 Special Requirements for Units of Local Government

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

A. Texas General Appropriations Act, Art. IX, Parts 2, 3, and 5, except there is no requirement for increased salaries for local government employees;

B. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;

C. Texas Government Code, Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and grantee may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

2.11 Special Requirements for Non-Profit Grantees

Each non-profit corporation receiving funds from OOG must obtain and have on file a blanket fidelity bond that indemnifies OOG against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the OOG grant period.

By accepting funds under this award, any non-profit grantee certifies and affirmatively asserts that it is a non-profit organization and that it keeps on file, and is available upon audit, either:

A. A copy of the recipient's 501(c)(3) designation letter;

B. A letter from the State of Texas stating that the recipient is a non-profit organization operating within Texas; or

C. A copy of the grantee's Texas certificate of incorporation that substantiates its non-profit status.

Grantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3), and a statement by the state or national parent organization that the recipient is a local non-profit affiliate.

Non-profit recipients of Victims of Crime Act (VOCA) funding that are not a 501(c)(3) organization finally certified by the Internal Revenue Service must make their financial statements available online.

Church, mosque, and synagogue recipients of Nonprofit Security Grant Program funding are not required to apply for and receive a recognition of exemption under section 501(c)(3). Such organizations are automatically exempt if they meet the requirements of section 501(c)(3).

2.12 Special Requirements for Facilities or Entities that Collect Sexual Assault/Sex Offense Evidence or Investigates/Prosecutes Sexual Assault or other Sex Offenses

Texas Government Code, Section 420.034, requires any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, to participate in a statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Failure to comply with the requirements of Chapter 420, Subchapter B or Subchapter B-1, of the Texas Government Code may be used to determine ongoing eligibility for receiving OOG grant funds.

2.13 Firearm Suppressor Regulation

Texas Government Code, Section 2.103, prohibits state agencies, municipalities, counties, special districts or authorities, as defined in Section 2.101 of the Texas Government Code, from receiving state grant funds if the entity adopts a rule, order, ordinance, or policy that enforces or allows the enforcement of a federal law that purports to regulate a firearm suppressor if the federal statute, order, rule or regulation imposes a prohibition, restriction, or other regulation that does not exist under the laws of the State of Texas.

2.14 Enforcement of Public Camping Bans

Texas Government Code, Section 364.004, prohibits municipalities or counties, as defined in Section 364.001 of the Texas Government Code, from receiving state grant funds if a judicial determination is made that the local entity adopts or enforces a policy, as described in Section 364.002 of the Texas Government Code, that prohibits or discourages the entity from the enforcement of any public camping ban.

2.15 Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure

Texas Government Code, Chapter 113 and Section 2274.0102, prohibits an entity or company from entering into an agreement with a company or entity that is headquartered in, owned by, or the majority of stock is held or controlled by China, Iran, North Korea, Russia or a country designated by the governor as a threat to critical infrastructure, as defined in Section 113.001 or Section 2274.0101 of the Texas Government Code, if the agreement is related to and grants access to or control of critical infrastructure in the State of Texas.

3 Civil Rights

3.1 Compliance with Civil Rights and Nondiscrimination Requirements

A. The grantee will comply with all State and Federal statutes relating to civil rights and nondiscrimination and ensure, in accordance with federal civil rights laws, that the grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

B. The grantee will comply, and all its contractors and subgrantees will comply, with all federal statutes and rules relating to civil rights and nondiscrimination. These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
2. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990 (42 USC § 12131-34);
4. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age;
5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
7. Sections §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
8. Title VIII of the Civil Rights Act of 1968 (42 USC § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
9. Title I, II, and III of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities;
10. Any other nondiscrimination provisions in the specific statute(s) or the state or federal solicitation or funding announcement under which application for grant funds is being made, including but not limited to:
    i. **Section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968** (codified at 34 U.S.C. 10228(c); see also 34 U.S.C. 11182(b)),
    ii. **Section 1407(e) of the Victims of Crime Act of 1984** (codified at 34 U.S.C. 20110(e))
    iii. **Section 40002(b)(13) of the Violence Against Women Act of 1994** (codified at 34 U.S.C. 12291(b)(13))

C. A nondiscrimination provision that deals with discrimination in employment on the basis of religion is read *together* with the pertinent provisions of the Religious Freedom Restoration Act of 1993. As a result, even if an otherwise-applicable nondiscrimination provision states that a recipient or subrecipient may not discriminate in employment based on religion, an OJP recipient or subrecipient that is a faith-based organization *may* consider religion in hiring, *provided* it satisfies particular requirements. Additional information on those requirements can be found at https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm#4.

D. Collectively, these federal laws prohibit a grantee from discriminating either in employment (subject to the exemption for certain faith-based organizations discussed in C. above) or in the delivery of

services or benefits on the basis of race, color, national origin, sex, religion, or disability.

E. In the event any federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), or sex against the grantee, or the grantee settles a case or matter alleging such discrimination, the grantee must forward a copy of the complaint and findings to OOG and, as applicable, the Office of Justice Programs Office for Civil Rights (OCR), or the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

F. **All recipients of Department of Justice Grants** must review the Information on Civil Rights for grantees posted on the eGrants website. More information on Civil Rights and Nondiscrimination requirements for grantees receiving funding originating from the Department of Justice can be found at https://ojp.gov/about/ocr/statutes.htm.

3.2 Limited English Proficiency

The grantee will comply with Title VI of the Civil Rights Act of 1964, which prohibits grantees from discriminating on the basis of national origin in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In order to facilitate compliance with Title VI, grantees are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. More information can be found at http://www.LEP.gov.

3.3 Equal Employment Opportunity Plan

All recipients of Department of Justice grants must submit the Equal Employment Opportunity Plan (EEOP) certification information to the Office of Civil Rights, Office of Justice Programs through their on-line EEOP Reporting Tool. For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at https://ojp.gov/about/ocr/eeop.htm.

The grantee acknowledges that failure to submit an acceptable EEOP (if recipient is required to submit one), that is approved by the Office for Civil Rights, is a violation of the Grant Agreement and may result in suspension or termination of funding, until such time as the recipient is in compliance.

4 Personnel

4.1 Overtime

Overtime is allowable to the extent that it is included in the OOG-approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-funded and non-grant funded personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued

outside of these guidelines are the responsibility of the grantee agency.

4.2 Notification of Grant-Contingent Employees

Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by OOG.

5 Travel

5.1 Travel Policies

The grantee must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established written policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

6 Contracts and Procurement

6.1 Procurement Practices and Policies

The grantee must follow applicable Federal and State law, Federal procurement standards specified in regulations governing Federal awards to non-Federal entities, their established policy, and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

A. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition.

B. When any contractual or equipment procurement is anticipated to be in excess of Simplified Acquisition Threshold, grantees must submit a Procurement Questionnaire https://eGrants.gov.texas.gov/updates.aspx to OOG for approval prior to procurement. Grantees must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

C. When contractual or equipment procurement is anticipated to be in excess of $10,000, grantees must address termination for cause and for convenience by the grantee including the manner by which it will be affected and the basis for settlement.

6.2 Subcontracting

The grantee may not subcontract any of its rights or duties under this Grant Agreement without the prior written approval of OOG. It is within OOG's sole discretion to approve any subcontracting. In the event OOG approves subcontracting by the grantee, the grantee will ensure that its contracts with others shall require compliance with the provisions of this Grant Agreement to the extent compliance is needed to support the grantee's compliance with this Grant Agreement. The grantee, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant

Agreement and that OOG shall not be liable in any manner to any grantee subcontractor.

6.3 Buy Texas

If applicable with respect to any services purchased pursuant to this Grant Agreement, the grantee will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

6.4 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

7 Equipment Requirements

7.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the Grant and as approved by OOG. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to OOG upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or OOG, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200 or TxGMS, as applicable.

The grantee shall not give any security interest, lien or otherwise encumber any item of equipment purchased with grant funds.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of $5,000 or greater, any firearms, any items on the Prohibited or Controlled Expenditures list, and the following equipment with costs between $500 and $4,999: sound systems and other audio equipment, still and video cameras, TVs, video players/recorders, desktop computers, laptop computers, data projectors, smartphones, tablets, other hand held devices, mobile/portable radios, and unmanned aerial vehicle (UAV) drones. (See Texas Government Code, Sec. 403.271(b) for further information. Users of these standards should contact

the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's State Property Accounting Process User's Guide, Appendix A, available on the internet, for the most current listing.) The equipment and inventory procedures include:

A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to OOG at all times upon request.

B. At least every two (2) years, grantee must take a physical inventory and reconcile the results with property records.

C. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

D. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment.

Upon termination of this Grant Agreement, title, use, and disposal of equipment by the grantee shall be in conformity with TxGMS; however, as between OOG and the grantee title for equipment will remain with the grantee, unless TxGMS requires otherwise.

7.2 Maintenance and Repair

The grantee will maintain, repair, and protect all equipment purchased in whole or in part with grant funds so as to ensure the full availability and usefulness of such equipment. In the event the grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Grant Agreement, the grantee shall use the proceeds to repair or replace said equipment.

7.3 Automated License Plate Readers

Any grantee requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Grantees must provide OOG with a copy of the certification received from DPS Crime Records Division.

8 Information Technology

8.1 Accessibility Requirements

If applicable, the grantee will comply with the State of Texas Accessibility requirements for Electronic

and Information Resources specified in Title 1, Chapter 213 of the Texas Administrative Code when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, the grantee shall provide the Texas Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). A company not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov.

8.2 Criminal Intelligence System Operating Procedures

Any information technology system funded or supported by these funds must comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies. Any grant-funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 CFR Part 23 at least once for each continuous two-year period that the person has responsibility for entering data into or retrieving data from an intelligence database.

8.3 Blocking Pornographic Material

The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

8.4 Cybersecurity Training

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible.

9 Indirect Costs

9.1 Approved Indirect Cost Rate

If indirect costs are allowable under an award, the Indirect Cost Budget Category will be available on the Budget tab. Grantees choosing to apply indirect costs to the award (except for those choosing to use a de minimis rate as described in 2 CFR § 200.414(f)) must have an approved indirect cost rate agreement with their cognizant agency (see 2 CFR § 200 Appendix III-VII for assigned cognizant agencies). A copy of the approval letter from the cognizant agency must be uploaded to the grant application for the grantee to be eligible for the indirect cost rate for the associated award.

The indirect cost rate cited in the budget denotes the approved indirect rate at the time the grant was awarded. It is the grantee's responsibility to ensure the appropriate indirect rate is charged throughout the term of the grant award even if the approved indirect rate expires or changes during the grant period. Indirect costs are subject to monitoring and the grantee must be able to produce evidence of an approved indirect cost rate upon request.

9.2 De Minimis Rate

In accordance with 2 CFR § 200.414(f) and TxGMS, grantees of federal or state funds that do not have a current negotiated (including provisional) rate may elect to charge a de minimis rate of 10% of modified total direct costs, which may be used indefinitely. A grantee that elects to use the de minimis indirect cost rate, must advise OOG in writing, in the grant application, before any such funds are obligated of its election, and must comply with all associated requirements in 2 CFR § 200.414(f) and TxGMS.

10 Audit and Records Requirements

10.1 Grantee Subject to Audits

The grantee understands and agrees that grantee is subject to relevant audit requirements present in state or federal law or regulation or by the terms of this award. For federally funded grants, audit requirements can be found in 2 CFR Part 200 or OMB Circular A-133. For state funded awards, audit requirements can be found in the TxGMS.

10.2 Single Audit Requirements

Any grantee expending more than $750,000 in state or $750,000 in federal funds in a fiscal year is subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements or the requirements in TxGMS.

The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

Grantees who are not required to have an audit for the grantee's fiscal year in which the state or federal awards were made or expended, shall so certify in writing to OOG. The grantee's chief executive officer or chief financial officer shall make the certification within 60 days of the end of the grantee's fiscal year.

10.3 Cooperation with Monitoring, Audits, and Records Requirements

A. In addition to and without limitation on the other audit provisions of this Grant Agreement, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office or successor agency, may conduct an audit or investigation of the grantee or any other entity or person receiving funds from the State directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement. The acceptance of funds by the grantee or any other entity or person directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement acts as

acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the grantee or another entity that is the subject of an audit or investigation by the State Auditor's Office shall provide the State Auditor's Office with prompt access to any information the State Auditor's Office considers relevant to the investigation or audit. The grantee further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the grantee and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the grantee related to this Grant Agreement. This Grant Agreement may be amended unilaterally by OOG to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement Section 2262.154 of the Texas Government Code.

B. The grantee agrees to comply with the grant monitoring guidelines, protocols, and procedures established by OOG and any federal funding agency, and to cooperate with OOG and any relevant federal agency generally, including on any compliance review or complaint investigation conducted by the Federal sponsoring agency or OOG and on all grant monitoring requests, including requests related to desk reviews and/or site visits.

C. The grantee shall maintain adequate records that enable OOG and any relevant federal agency to complete monitoring tasks, including to verify all reporting measures, requests for reimbursements, and expenditure of match funds related to this Grant Agreement. The grantee shall maintain such records as are deemed necessary by OOG, the State Auditor's Office, other auditors of the State of Texas, the federal government or such other persons or entities designated or authorized by OOG to ensure proper accounting for all costs and performances related to this Grant Agreement.

D. OOG may request documented proof of payment. Acceptable proof of payment includes, but is not necessarily limited to, a receipt or other documentation of a paid invoice, a general ledger detailing the specific revenue and expenditures, a monthly bank statement evidencing payment of the specific expenditure, bank reconciliation detail, copies of processed checks, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure to which the reimbursement relates.

E. The grantee authorizes OOG, the State Auditor's Office, the Comptroller General, and any relevant federal agency, and their representatives, the right to audit, examine, and copy all paper and electronic records, books, documents, accounting procedures, practices, and any other requested records, in any form; relevant to the grant, the operation and management of the grantee, and compliance with this grant agreement and applicable state or federal laws and regulations; and will make them readily available upon request. The grantee will similarly permit access to facilities, personnel, and other individuals and information as may be necessary.

F. If requested, the grantee shall submit to OOG a copy of its most recent independent financial audit. If requested, the grantee shall submit to OOG any audited financial statements, related management letters and management responses of grantee, and financial audit documents or portions thereof that are directly related to the grantee's performance of its obligations under this Grant Agreement.

G. OOG may make unannounced monitoring visits at any time but will, whenever practical as determined at the sole discretion of OOG, provide the grantee with up to five (5) business days

advance notice of any such examination or audit. Any audit of records shall be conducted at the grantee's principal place of business and/or the location(s) of the grantee's operations during the grantee's normal business hours. The grantee shall provide to OOG or its designees, on the grantee's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone services and Internet connectivity, utilities, and office-related equipment and duplicating services as OOG or its designees may reasonably require to perform the audits described in this Grant Agreement.

H. In addition to the information contained in the required reports, other information may be required as requested by OOG, including OOG asking for more information regarding project performance or funds expenditures. In the event OOG requires additional information regarding the information or data submitted, the grantee will promptly provide the additional information. The grantee also agrees to assist OOG in responding to questions and assisting in providing information responsive to any audit, legislative request, or other inquiry regarding the grant award. Upon the request of OOG, the grantee must submit to OOG any additional documentation or explanation OOG may desire to support or document the requested payment or report submitted under this Grant Agreement.

I. If after a written request by OOG or a relevant federal agency, the grantee fails to provide required reports, information, documentation, or other information within reasonable deadlines set by OOG or the relevant federal agency, as required by this Grant Agreement, or fails to fulfil any requirement in this section, then OOG may consider this act a possible default under this Grant Agreement, and the grantee may be subject to sanctions including but not limited to, withholdings and/or other restrictions on the recipient's access to grant funds; referral to relevant agencies for audit review; designation of the recipient as a high-risk grantee; or termination of awards.

J. The grantee agrees to hold any subcontractors or subgrantees to the provisions of this section and to require and maintain the documentation necessary to complete monitoring tasks performed by any subcontractor or subgrantee. The grantee shall ensure that this section concerning the authority to audit funds received indirectly by subcontractors through grantee and the requirement to cooperate is included in any subcontract it awards related to this grant. The grantee will direct any other entity, person, or contractor receiving funds directly under this Grant Agreement or through a subcontract under this Grant Agreement to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor that pertain to this Grant Agreement.

10.4 Requirement to Address Audit Findings

If any audit, financial or programmatic monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to OOG a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of OOG.

OOG, at its sole discretion, may impose remedies as part of a corrective action plan, including, but not limited to: increasing monitoring visits; requiring that additional or more detailed financial and/or programmatic reports be submitted; requiring prior approval for expenditures; requiring additional technical or management assistance and/or making modifications in business practices; reducing the

grant award amount; and/or terminating this Grant Agreement. The foregoing are not exclusive remedies, and OOG may impose other requirements that OOG determines will be in the best interest of the State.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by OOG (and/or, in the case of federally funded grant, a relevant federal agency) through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by OOG within the time period specified by OOG and to the satisfaction of OOG, at the sole cost of the grantee. The grantee shall provide to OOG periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

10.5 Records Retention

A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from OOG under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement. The grantee's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify performance and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of payment information.

B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333, TxGMS, and state law.

   1. The grantee must retain these records and any supporting documentation until the third anniversary of the later date of (1) the submission of the final expenditure report, or (2) the resolution of all issues that arose from any litigation, claim, negotiation, audit, or administrative review involving the grant.

   2. Records related to real property and equipment acquired with grant funds shall be retained for three (3) years after final disposition.

   3. For all training and exercises paid for by this Grant, grantee must complete, deliver to the appropriate source, and then retain copies of all after-action reports and certificates of training completion for the time period specified in this Section.

   4. OOG or the Federal Funding Agency may direct a grantee to retain documents for longer periods of time or to transfer certain records to OOG or federal custody when OOG or the Federal Funding Agency determines that the records possess long term retention value.

   5. The grantee must give the Federal Funding Agency, the Comptroller General of the United States, the Texas State Auditor's Office, OOG, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by grantee pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

The grantee must include the substance of this Section in all subcontracts.

C. If the grantee collects personally identifiable information, it will have a publically-available privacy policy that describes what information it collects, how it uses the information, whether it shares the information with third parties, and how individuals may have their information corrected where appropriate. The grantee shall establish a method to secure the confidentiality of any records related to the grant program that are required to be kept confidential by applicable federal or state law or rules. This provision shall not be construed as limiting OOG's access to such records and other information under any provision of this Grant Agreement.

11 Prohibited and Regulated Activities and Expenditures

11.1 Inherently Religious Activities

A grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. Grantees must also not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief in the delivery of services or benefits funded by the grant. These requirements apply to all grantees, not just faith-based organizations.

11.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

A. Unless specifically authorized to do so by federal law, grant recipients or their subgrantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

D. Grant funds will not be used, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without

the express prior approval of OOG and applicable federal funding agencies. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify OOG to obtain the appropriate disclosure form.

E. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

F. Grant funds – whether expended by the grantee or by any subgrantee or subcontractor – will not be used for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

G. As applicable, the grantee will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

The grantee will include the language of this section in the award documents for all subawards at all tiers and will require all subrecipients to certify accordingly.

11.3 Generally Prohibited Expenditures

The following items and activities are specifically prohibited from being funded under this Grant Agreement:

A. Costs of advertising and public relations designed solely to promote the governmental unit;

B. Costs of international travel[1];

C. Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities);

D. Fundraising;

E. Lobbying;

F. Alcoholic beverages;

G. Costs to support any activity that has as its objective funding of sectarian worship, instruction, or proselytization; and

H. Promotional items and memorabilia, including models, gifts, and souvenirs.

[1] In certain circumstances international travel may be allowed under the Homeland Security Grant Program with prior written approval from the US Department of Homeland Security, Federal Emergency Management Agency (FEMA).

11.4 Acorn

The grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OOG.

11.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), prohibits the purchase of certain telecommunications and video surveillance services or equipment from specified entities. For more information on this prohibition please refer to Public Law No. 115-232 at https://www.congress.gov/bill/115th-congress/house-bill/5515/text?format=txt.

12 Financial Requirements

12.1 Financial Status Reports

Financial Status Reports must be submitted to OOG via eGrants. Unless otherwise specified by OOG, Reports may be submitted monthly but must be submitted at least quarterly. Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

1. April 22 (January-March quarter)
2. July 22 (April-June quarter)
3. October 22 (July-September quarter)
4. January 22 (October-December quarter)

A grant liquidation date will be established in eGrants. The final Financial Status Report must be submitted to OOG on or before the liquidation date or the grant funds may lapse and OOG will provide them as grants to others who need the funding. Payments will be generated based on expenditures reported in the reports. Upon OOG approval of the report, OOG will issue a payment through direct deposit or electronic transfer.

12.2 Approval of Financial Status Report

Grant payments will be generated based on expenditures as reported in the Financial Status Reports in eGrants or, if authorized by OOG, through Advance Payment Requests. Upon OOG approval of a Financial Status Report or Advance Payment Request, a payment will issue through direct deposit or electronic transfer, though additional documentation may be required and this statement does not override other rules, laws or requirements. It is the policy of OOG to make prompt payment on the approval of a properly prepared and submitted Financial Status Report and any other required documentation.

12.3 Reimbursements

OOG will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. Each item of expenditure shall be specifically attributed to the eligible cost category as identified in the Grant Budget. The Grant Budget is established as provided in eGrants and is the approved budget for the planned expenditure of awarded grant funds, with expenditures identified by approved cost category. OOG is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

By submission of a Financial Status Report, the grantee is warranting the following: (1) all invoices have been carefully reviewed to ensure that all invoiced services or goods have been performed or delivered; (2) that the services or goods have been performed or delivered in compliance with all terms of this Grant Agreement; (3) that the amount of each new Financial Status Report added together with all previous Financial Status Reports do not exceed the Maximum Liability of OOG; and (5) the charges and expenses shown on the Request for Reimbursement are reasonable and necessary.

12.4 Generally Accepted Accounting Principles

The grantee shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by the grantee. The grantee shall follow OOG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Agreement.

12.5 Program Income

"Program income" means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Unless otherwise required under the terms of this Grant Agreement, any program income shall be used by the grantee to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. Program income shall be used to offset the grant award. The grantee shall identify and report this income in accordance with OOG's reporting instructions. The grantee shall expend program income during the term of this Grant Agreement; program income not expended during the term of this Grant Agreement shall be refunded to OOG.

12.6 Refunds and Deductions

If OOG determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to OOG the amount identified by OOG as an overpayment. The grantee shall refund any overpayment to OOG within thirty (30) calendar days of the receipt of the notice of the overpayment from OOG unless an alternate payment plan is specified by OOG.

12.7 Liquidation Period

The liquidation date is ninety (90) calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to OOG.

12.8 Duplication of Funding

If grantees receive any funding that is duplicative of funding received under this grant, they will notify OOG as soon as possible. OOG may issue an adjustment modifying the budget and project activities to eliminate the duplication. Further, the grantee agrees and understands that any duplicative funding that cannot be re-programmed to support non-duplicative activities within the program's statutory scope will be de-obligated from this award and returned to OOG.

12.9 Supplanting

Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated, allocated or disbursed for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. For additional information on supplanting, refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx.

13 Required Reports

13.1 Measuring, Reporting, and Evaluating Performance

Grantees should regularly collect and maintain data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes specified in the program solicitation, or as otherwise specified by OOG. This evaluation includes a reassessment of project activities and services to determine whether they continue to be effective.

Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by OOG or its designee. If requested by OOG, the grantee shall report on the progress towards completion of the grant project and other relevant information as determined by OOG. To remain eligible for funding, the grantee must be able to show the scope of services provided and their impact, quality, and levels of performance against approved goals, and that their activities and services effectively address and achieve the project's stated purpose.

13.2 Report Formats, Submissions, and Timelines

The grantee shall provide to OOG all applicable reports in a format and method specified by OOG. The grantee shall ensure that it submits each report or document required by OOG in an accurate, complete, and timely manner to OOG or the Federal sponsoring agency, as specified by this Grant Agreement or OOG, and will maintain appropriate backup documentation to support the reports.

Unless filing dates are given herein, all other reports and other documents that the grantee is required to forward to OOG shall be promptly forwarded.

13.3 Failure to File Required Reports

Failure to comply with submission deadlines for required reports, Financial Status Reports, or other requested information may result in OOG, at its sole discretion, placing the grantee on immediate financial hold without further notice to the grantee and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If the grantee is placed on financial hold, OOG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time the grantee was placed on financial hold.

ATTACHMENT B

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3060407	**Award Amount:**	$8,659,614.38
Date Awarded:	6/10/2022	**Grantee Cash Match:**	$0.00
Grant Period:	05/01/2022 - 08/31/2023	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2023	**Grantee GPI:**	$0.00
Program Fund:	TA-Texas Anti-Gang (TAG) Program - HB 5	**Total Project Cost:**	$8,659,614.38
Grantee Name:	Texas Department of Public Safety		
Project Title:	San Antonio Texas Anti-Gang Center		
Grant Manager:	James Ziehl		
Unique Entity Identifier (UEI):	FMLYYM3GNG81		

CFDA:	N/A
Federal Awarding Agency:	
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2022-TA-ST-0001
Total Federal Award/State Funds Appropriated:	$180,000,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No

Federal/State Award Description:	The purpose of the TAG Program is to support strategic partnerships and targeted, regional, multidisciplinary approaches to successfully combat gang violence through the coordination of gang prevention, intervention, and suppression activities.

PUBLIC HEARING AND INTRODUCTORY ORDINANCE

AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF LAREDO POLICE DEPARTMENT TEXAS ANTI-GANG CENTER (LPD/TAG) AND SAN ANTONIO TEXAS ANTI-GANG CENTER (SA/TAG), VIA THE TEXAS DEPARTMENT OF PUBLIC SAFETY (TXDPS) FOR THE PURPOSE OF EXECUTING A TRANSFER OF INVESTIGATIVE EQUIPMENT, TO ACCEPT SAID EQUIPMENT AND TO AMEND THE FY22-23 SPECIAL POLICE FUND BUDGET BY APPROPRIATING AND INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $190,792.00 TO REFLECT THE VALUE OF THE INVESTIGATIVE EQUIPMENT AND ACCESSORIES. THE EQUIPMENT WILL BE USED FOR DRUG RELATED INVESTIGATIONS AS PART OF THE LPD/TAG PROGRAM. THE ACQUISITION OF EQUIPMENT AND MUTUAL AGREEMENT IS AT NO COST TO THE CITY OF LAREDO.

Whereas, this memorandum of understanding (MOU) will govern the transfer of equipment from SA/TAG to the Laredo Police Department Texas Anti-Gang Center, each reserving the right to withdraw from the MOU upon mutual agreement, and

Whereas, the equipment was purchased with state funding designated for Texas Anti-Gang Centers across the state, and

Whereas, the Chief of Police recommends the approval of this memorandum of understanding and acceptance of equipment;

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

Section 1: Authorizing the City Manager to enter into and execute a memorandum of understanding (MOU) between the City of Laredo Police Department Texas Anti-Gang Center (LPD/TAG) and San Antonio Texas Anti-Gang Center (SA/TAG), via the Texas Department of Public Safety (TXDPS) for the purpose of executing a transfer of investigative equipment.

Section 2: To accept aforementioned investigative equipment.

Section 3: To amend the FY22-23 Special Police Fund Budget by appropriating and increasing revenues and expenditures in the amount of $190,792.00 to reflect the value of the investigative equipment and accessories. The equipment will be used for drug related investigations as part of the LPD/TAG program. The acquisition of equipment and mutual agreement is at no cost to the City of Laredo.

Line Item	FY22-23 Original Budget	Amendment	FY22-23 Amended Budget
Revenues:			
229-0000-372-1000	$644,850.00	$190,792.00	$835,642.00
Expenditures:			
229-2331-525-9001	$82,368.00	$190,792.00	$273,160.00

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2023.

_____
DR. VICTOR TREVIÑO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 11.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Dr. Richard A. Chamberlain DrPH, MPH, CPHA, CPM, CHW, RS, Health Director

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SUBJECT

Public Hearing and Introductory Ordinance ratifying the execution of a contract amendment from the Health and Human Services Commission in the amount of $1,018,903.00, with a grant award match of $1,018,903.00, for a total amount of $2,037,806.00 and amending the FY23-24 Full Time Equivalent Listing by adding one (1) Physician Assistant, 209 position and two (2) Office Assistant, 201 positions for the City of Laredo Health Department Community Mental Health Program for the term from September 1, 2023, through August 31, 2024.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On May 15, 2022, Council approved Ordinance 2022-O-075.

BACKGROUND

The Health and Human Services Commission contracts with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department. Through this partnership, the Health Department will implement a Community Mental Health Grant Program that aligns with the mission, vision, and goals of the Texas Statewide Behavioral Health Strategic Plan and its 2019 update; addresses gaps, goals, and strategies identified in the Strategic Plan; supports community programs providing mental health care services and treatment to individuals with mental illness; coordinates mental health care services for individuals with mental illness with other transition support services; enhances external stakeholder partnerships; fosters community collaboration; encourages greater continuity of care for individuals receiving services through a diverse local provider network; reduces the duplication of mental health services provided in the local service area; and contemplates continuity of operations in the event of a man-made or natural disaster.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council introduce the Ordinance.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	HHSC
Account #:	226-6043
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

The revenue account is 226-0000-323-4095 and the expenditure division is 226-6043 with project number HECM04.

Attachments

Contract

Ordinance

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HHSC CONTRACT NO. HHS000477100023
AMENDMENT NO. 2
RENEWAL

The Health and Human Services Commission ("System Agency" or "HHSC") and City of Laredo d\b\a City of Laredo Public Health Department ("Grantee"), each a "Party" and collectively the "Parties" to that Community Mental Health Grant ("MH/CMHG") program contract, effective September 1, 2020 and denominated HHSC Contract No. HHS000477100023 (the "Contract"), now desire to further amend the Contract.

WHEREAS, the Parties have chosen to exercise the option to renew the Contract in accordance with Section III, Duration, of the Contract; and

WHEREAS, the Parties want to add $2,037,806.00 to the total Contract value for the renewal period beginning September 1, 2023 through August 31, 2024; and desire to revise the Budget and Target Procedures.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION III**, Duration, of the Contract Signature Document, is hereby amended to reflect a revised termination date of August 31, 2024.

2. **SECTION IV**, Budget, of the Contract Signature Document, is amended and restated as follows:

   IV. BUDGET

   The total value of this Contract will not exceed $8,151,224.00. This includes the System Agency's share of $4,075,612.00 and Grantee's required match amount of $4,075,612.00. All expenditures under the Contract will be in accordance with the provisions outlined in **Attachment B, Budget and Target Procedures**.

3. **ATTACHMENT B, BUDGET AND TARGET PROCEDURES**, is amended as follows:
   a. Sections B through D are replaced as follows:
      B. Funding Amounts by State Fiscal Year (i.e., September 1st through August 31st)
         1. 2021: HHSC Award - $1,018,903.00, Contractor Match - $1,018,903.00;
         2. 2022: HHSC Award - $1,018,903.00, Contractor Match - $1,018,903.00;
         3. 2023: HHSC Award - $1,018,903.00, Contractor Match - $1,018,903.00; and
         4. 2024: HHSC Award - $1,018,903.00, Contractor Match - $1,018,903.00.
      C. Total reimbursement for the grant term will not exceed $4,075,612.00.
      D. Grantee's match requirement for the grant term will not exceed $4,075,612.00.

4. **ATTACHMENT C-UNIFORM TERMS AND CONDITIONS-GRANT V.2.16.1** is deleted in its entirety and replaced with **ATTACHMENT C-UNIFORM TERMS AND CONDITIONS-GRANT V.3.2.**

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5. **ATTACHMENT E, GENERAL AFFIRMATIONS** is supplemented with **ATTACHMENT K, CONTRACT AFFIRMATIONS, V. 2.2.**

6. This Amendment is effective as of September 1, 2023.

7. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in full effect.

8. Any further revisions to the Contract shall be by written agreement of the Parties.

Signature Page follows

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SIGNATURE PAGE FOR AMENDMENT NO. 2
HHSC CONTRACT NO. HHS000477100023

HEALTH AND HUMAN SERVICES COMMISSION

By: DocuSigned by: Sonja Gaines 147CCA4134D941B...

Printed Name: Sonja Gaines

Title: NoSG

Date of Signature: July 26, 2023

CITY OF LAREDO D\B\A CITY OF LAREDO PUBLIC HEALTH DEPARTMENT

By: DocuSigned by: Joseph Neeb 8CB2255399FE4BB...

Printed Name: Joseph Neeb

Title: City Manager

Date of Signature: July 26, 2023

THE FOLLOWING ATTACHMENT IS ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT C – UNIFORM TERMS AND CONDITIONS-GRANT V.3.2

ATTACHMENT K – CONTRACT AFFIRMATIONS, V.2.2.

ORDINANCE

RATIFYING THE EXECUTION OF A CONTRACT AMENDMENT FROM THE HEALTH AND HUMAN SERVICES COMMISSION IN THE AMOUNT OF $1,018,903.00, WITH A GRANT AWARD MATCH OF $1,018,903.00, FOR A TOTAL AMOUNT OF $2,037,806.00 AND AMENDING THE FY23-24 FULL TIME EQUIVALENT LISTING BY ADDING ONE (1) PHYSICIAN ASSISTANT, 209 POSITION AND TWO (2) OFFICE ASSISTANT, 201 POSITIONS FOR THE CITY OF LAREDO HEALTH DEPARTMENT COMMUNITY MENTAL HEALTH PROGRAM FOR THE TERM FROM SEPTEMBER 1, 2023 THROUGH AUGUST 31, 2024..

WHEREAS, the Health and Human Services Commission contracts with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department; and,

WHEREAS, through this partnership, the Health Department will implement a Community Mental Health Grant Program that aligns with the mission, vision, and goals of the Texas Statewide Behavioral Health Strategic Plan and its 2019 update; addresses gaps, goals, and strategies identified in the Strategic Plan; supports community programs providing mental health care services and treatment to individuals with mental illness; coordinates mental health care services for individuals with mental illness with other transition support services; enhances external stakeholder partnerships; fosters community collaboration; encourages greater continuity of care for individuals receiving services through a diverse local provider network; reduces the duplication of mental health services provided in the local service area; and contemplates continuity of operations in the event of a man-made or natural disaster.).

WHEREAS, resources through this funding will allow for the creation of a Physician Assistant, 209 position and two (2) Office Assistant, 201 positions.

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

Section 1: The City Manager is hereby authorized to ratify the execution of a contract amendment from the Health and Human Services Commission in the amount of $1,018,903.00, with a grant award match of $1,018,903.00, for a total amount of $2,037,806.00 and amending the FY23-24 Full Time Equivalent Listing by adding one (1) Physician Assistant, 209 position and two (2) Office Assistant, 201 positions for the City of Laredo Health Department Community Mental Health Program for the term from September 1, 2023 through August 31, 2024.

Section 2: Resources through this funding will allow for the creation of a Physician Assistant, 209 position and two (2) Office Assistant, 201 positions

Section 3: The revenue account is 226-0000-323-4095 and the expenditure division is 226-6043 with project number HECM04.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2023.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

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

_____
JOAQUIN A. RODRIGUEZ
ASSISTANT CITY ATTORNEY

Public Hearings (also Intro Ord) 12.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Joe Rivera IST Director

SUBJECT

Public Hearing and Introductory Ordinance An ordinance of the City of Laredo, Texas, Amending the FY22-23 9-1-1 Regional Administration Budget by appropriating additional revenues and expenditures provided by the Commission on State Emergency Communications (CSEC) in the amount of $197,562.00 to provide additional funding for Jim Hogg, Starr, Webb and Zapata Counties for the period beginning September 1, 2023, and ending August 31, 2024.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The City of Laredo approved Resolution 2003-R-066 requesting that the Commission on State Emergency Communications designate 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 $2,763,474.00 to the City of Laredo 9-1-1 Regional Administration for FY 2024 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

staff recommends approval of this ordinance.

Fiscal Impact

Fiscal Year: 2024
Bugeted Y/N?: Y
Source of Funds: 911 REGIONAL FUND
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fund	Annual Budget	Amendment	Amended Budget
Revenues: 9-1-1 Regional Fund	$2,565,912.00	$197,562.00	$2,763,474.00
Expenditures: 9-1-1 Regional Fund	$2,565,912.00	$197,562.00	$2,763,474.00

Designated project for this schedule is RCOM24.

Attachments

budget amendment ordinance

ORDINANCE NO. 2023-O-_____

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING THE FY22-23 9-1-1 REGIONAL ADMINISTRATION BUDGET BY APPRPRIATING ADDITIONAL REVENUES AND EXPENDITURES PROVIDED BY THE COMMISSION ON STATE EMERGENCY COMMUNICATIONS IN THE AMOUNT OF $197,562.00 TO PROVIDE ADDITIONAL FUNDING FOR JIM HOGG, STARR, WEBB, AND ZAPATA COUNTIES FOR A PERIOD BEGINNING SEPTEMBER 1, 2023 AND ENDING AUGUST 31, 2024; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on September 19, 2022, City Council adopted the 9-1-1 Regional Administration fiscal year 2022-2023 budget.; and

WHEREAS, 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 Jim Hogg, Starr, Webb, and Zapata counties; and

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

Section 1. The City Council hereby amends the FY 2022-2023 9-1-1 Regional Administration fund and accepts the $197,562.00 provided by the Commission on State Emergency Communications.

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_____2023.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTESTED:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 13.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Xavier Charles

Staff Source: John Hickle

SUBJECT

Public Hearing and Introductory Ordinance An Ordinance of the City of Laredo, Texas, amending chapter 18, article III, section 15, of the Code of Ordinances by changing the application fee for all garage sales to fifteen (15) dollars, increasing the maximum number of garage sale permits per person to five (5), and exempting documented non-profit organizations from the fees and the maximum limit requirement.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The City of Laredo Building department would benefit from making all garage permit fees the same amount. This would reduce system entry time. Additionally, the City wants to encourage the proper use of garage sales by the acquisition of permits.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of this ordinance.

Attachments

Garage Permit Fee Ordinance

ORDINANCE NO. 2023-O-_____

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 18, ARTICLE III, SECTION 15, OF THE CODE OF ORDINANCES BY CHANGING THE APPLICATION FEE FOR ALL GARAGE SALES TO FIFTEEN (15) DOLLARS, INCREASING THE MAXIMUM NUMBER OF GARAGE SALE PERMITS PER PERSON TO FIVE (5) AND EXEMPTING DOCUMENTED NON-PROFIT ORGANIZATIONS FROM THE FEES AND THE MAXIMUM LIMIT REQUIREMENT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City recognizes the benefit garage sales and yard sales provide to the community**;** and

WHEREAS, the City seeks to encourage the use of garage sales; and;

WHEREAS, the City seeks to make garage sale permits more affordable.

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 __, Article __, is hereby amended as follows:

18-15, - Garage Sales; duration, fees.

(a) The maximum time for which a permit may be used shall be for a period not to exceed forty-eight (48) hours.
(b) The applicant shall pay an application fee of fifteen dollars ($15) *for all garage sale permits, with a maximum of five (5) permits per applicant, per calendar year.* [~~the first two (2) permits and thirty dollars ($30) for the third and fourth permit applications~~].
(c) Hours of garage sales are restricted to 7:00 a.m. to 6:00 p.m. and should not exceed two (2) days.
(d) If you have to cancel your garage or yard sale due to rain, residents can obtain a one-time replacement permit.
(e) *No garage sale or yard sale shall be allowed without first acquiring a permit in compliance with the terms of this article.*
(f) *Non-profit organizations, after submission of proper documentation, are exempt from sub-section (b) in this section.*

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_____2023.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTESTED:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

Introductory Ordinances 14.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Joseph Neeb, City Manager; Rosario Cabello, Deputy City Manager

Staff Source: Orlando Juarez, McCall Parkhurst & Horton ; Mark DeMay, Finance Director

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SUBJECT

An Ordinance to discuss and take action on an ordinance authorizing the issuance, sale and delivery of up to $55,695,000 in aggregate principal amount of “Combination Tax and Revenue Certificates of Obligation, Series 2023” for paying all or a portion of the City's contractual obligations incurred for the purpose of:
(1) planning, constructing, improving and repairing streets, sidewalks, bridges and drainage improvements, together with right-of-ways acquisition, traffic and street signalization, landscaping, and lighting improvements;
(2) acquiring, constructing, improving and equipping public safety facilities;
(3) acquiring, constructing, improving and equipping solid waste facilities;
(4) acquiring, constructing, improving and equipping municipal parks;
(5) renovating, improving, and equipping existing municipal buildings and facilities;
(6) acquiring municipal equipment and municipal vehicles for various city departments, including the solid waste and public safety departments;
(7) acquiring, constructing, improving and equipping facilities to improve city telecommunications, wireless communications, information technology systems, applications, hardware, software, and cybersecurity;
(8) purchasing real property, materials, supplies, equipment, information technology, machinery, landscaping, land, and rights of way for authorized needs and purposes related to the aforementioned capital improvements and
(9) paying legal, fiscal and engineering fees in connection with such projects; securing the payment thereof by authorizing the levy of an annual Ad Valorem Tax and a pledge of certain surplus revenues of the City’s international toll bridge system; approving and authorizing the execution of all instruments and procedures related; and declaring an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Presentation of the Plan of Finance by Financial Advisors from Estrada - Hinojosa & Company on July 31, 2023.

BACKGROUND

The City of Laredo is proposing to sell a Certificate of Obligation Bond in the approximate amount of $55,695,000;

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approved and adopt the first and final reading of this ordinance.

Fiscal Impact

Fiscal Year:	2024
Bugeted Y/N?:	N
Source of Funds:	Bond Proceeds
Account #:	Various
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Budget for fiscal year 2024 will be amended as necessary to appropriate proceeds and debt service payments. Principal and interest payment will be determined at the time of sale.

Attachments

2023 CO Ordinance Draft

ORDINANCE NO. 2023-O-XXX

ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF APPROXIMATEY $55,695,000.00 IN AGGREGATE PRINCIPAL AMOUNT OF "CITY OF LAREDO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023" FOR PAYING ALL OR A PORTION OF THE CITY'S CONTRACTUAL OBLIGATIONS INCURRED FOR THE PURPOSE OF (1) PLANNING, CONSTRUCTING, IMPROVING AND REPAIRING STREETS, SIDEWALKS, BRIDGES AND DRAINAGE IMPROVEMENTS, TOGETHER WITH RIGHT-OF-WAYS ACQUISITION, TRAFFIC AND STREET SIGNALIZATION, LANDSCAPING, AND LIGHTING IMPROVEMENTS; (2) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING PUBLIC SAFETY FACILITIES; (3) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING SOLID WASTE FACILITIES; (4) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING MUNICIPAL PARKS; (5) RENOVATING, IMPROVING, AND EQUIPPING EXISTING MUNICIPAL BUILDINGS AND FACILITIES; (6) ACQUIRING MUNICIPAL EQUIPMENT AND MUNICIPAL VEHICLES FOR VARIOUS CITY DEPARTMENTS, INCLUDING THE SOLID WASTE AND PUBLIC SAFETY DEPARTMENTS; (7) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING FACILITIES TO IMPROVE CITY TELECOMMUNICATIONS, WIRELESS COMMUNICATIONS, INFORMATION TECHNOLOGY SYSTEMS, APPLICATIONS, HARDWARE, SOFTWARE, AND CYBERSECURITY; (8) PURCHASING REAL PROPERTY, MATERIALS, SUPPLIES, EQUIPMENT, INFORMATION TECHNOLOGY, MACHINERY, LANDSCAPING, LAND, AND RIGHTS OF WAY FOR AUTHORIZED NEEDS AND PURPOSES RELATED TO THE AFOREMENTIONED CAPITAL IMPROVEMENTS AND (9) PAYING LEGAL, FISCAL AND ENGINEERING FEES IN CONNECTION WITH SUCH PROJECTS; SECURING THE PAYMENT THEREOF BY AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX AND A PLEDGE OF CERTAIN SURPLUS REVENUES OF THE CITY'S INTERNATIONAL TOLL BRIDGE SYSTEM; APPROVING AND AUTHORIZING THE EXECUTION OF ALL INSTRUMENTS AND PROCEDURES RELATED THERETO INCLUDING A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE CONTRACT; APPROVING THE FORM OF AN OFFICIAL STATEMENT; AUTHORIZING AMENDMENT TO THE CITY'S BUDGET TO APPROPRIATE SUCH PROCEEDS FOR PURPOSES AUTHORIZED HEREIN; AND DECLARING AN EFFECTIVE DATE

THE STATE OF TEXAS
COUNTY OF WEBB
CITY OF LAREDO

DRAFT

WHEREAS, the City Council of the **CITY OF LAREDO, TEXAS** (the "***City***" or ***"Issuer"***) hereby determines that it is necessary and desirable to pay all or a portion of the City's contractual obligations incurred for the purpose of (1) planning, constructing, improving and repairing streets, sidewalks, bridges and drainage improvements, together with right-of-ways acquisition, traffic and street signalization, landscaping, and lighting improvements; (2) acquiring, constructing, improving and equipping public safety facilities; (3) acquiring, constructing, improving and equipping solid waste facilities; (4) acquiring, constructing,

improving and equipping municipal parks; (5) renovating, improving, and equipping existing municipal buildings and facilities; (6) acquiring municipal equipment and municipal vehicles for various City departments, including the solid waste and public safety departments; (7) acquiring, constructing, improving and equipping facilities to improve City telecommunications, wireless communications, information technology systems, applications, hardware, software, and cybersecurity; (8) purchasing real property, materials, supplies, equipment, information technology, machinery, landscaping, land, and rights of way for authorized needs and purposes related to the aforementioned capital improvements (including, particularly, public safety facilities, solid waste facilities and municipal parks) and (9) paying legal, fiscal and engineering fees in connection with such projects (collectively, the "***Project***"); and

WHEREAS, the City Council of the City intends to finance the Projects from proceeds derived from the sale of Certificates of Obligation issued by the City pursuant to Sections 271.041 - 271.063, Texas Local Government Code, as amended, and Subchapter B of Chapter 367 of the Transportation Code (which permits the issuance of toll bridge revenue bonds); and

WHEREAS, on July 31, 2023, the City Council adopted a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation (the "***Notice***"); and

WHEREAS, the Notice has been duly published (i) in the *Laredo Morning Times,* which is a newspaper of general circulation in the City in the issues of August 2, 2023 and August 9, 2023, and (ii) continuously on the City's website from August 2, 2023 through the passage of this Ordinance; and

WHEREAS, the City has received no petition signed by at least five percent of the qualified electors of the City protesting the issuance of such Certificates of Obligation; and

WHEREAS, none of the purposes comprising the Project were included in a bond proposition to authorize bonds for the same purpose that was submitted to the voters of the City during the preceding three years and failed to be approved;

WHEREAS, it is considered to be in the best interest of the City that said interest bearing Certificates of Obligation be issued; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

SECTION 1. AMOUNT AND PURPOSE OF THE CERTIFICATES OF OBLIGATION. The certificate of obligation or certificates of obligation of the City further described in Section 2 of this Ordinance and referred to herein as the "Certificates of Obligation" are hereby authorized to be issued and delivered in the approximately aggregate principal amount of ***$55,695,000.00*** for the purpose of ***PAYING, ALL OR A PORTION, OF THE CITY'S CONTRACTUAL OBLIGATIONS INCURRED FOR THE PURPOSE OF (1) PLANNING, CONSTRUCTING,***

DRAFT

IMPROVING AND REPAIRING CITY STREETS, SIDEWALKS, AND DRAINAGE IMPROVEMENTS, TOGETHER WITH RIGHT-OF-WAYS ACQUISITION, TRAFFIC AND STREET SIGNALIZATION, LANDSCAPING, AND LIGHTING IMPROVEMENTS; (2) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING PUBLIC SAFETY FACILITIES; (3) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING MUNICIPAL PARKS; (4) RENOVATING, IMPROVING, AND EQUIPPING EXISTING MUNICIPAL BUILDINGS AND FACILITIES; (5) ACQUIRING MUNICIPAL EQUIPMENT AND MUNICIPAL VEHICLES FOR VARIOUS CITY DEPARTMENTS, INCLUDING THE PARKS AND LEISURE DEPARTMENT, PUBLIC SAFETY DEPARTMENTS, PUBLIC WORKS DEPARTMENT, SOLID WASTE DEPARTMENT, TRAFFIC DEPARTMENT, AND ANIMAL CARE SERVICES DEPARTMENT; (6) IMPROVING AND EQUIPPING TELECOMMUNICATIONS, WIRELESS COMMUNICATIONS, INFORMATION TECHNOLOGY SYSTEMS, APPLICATIONS, HARDWARE, SOFTWARE, AND CYBERSECURITY; AND (7) PAYING LEGAL, FISCAL, AND ENGINEERING FEES IN CONNECTION WITH SUCH PROJECTS.

SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF THE CERTIFICATES OF OBLIGATION. Each certificate of obligation issued pursuant to and for the purpose described in Section 1 of this Ordinance shall be designated **CITY OF LAREDO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023**, and initially there shall be issued, sold and delivered hereunder one fully registered certificate of obligation, without interest coupons, dated September 15, 2023, in the approximately aggregate principal amount of ***$55,695,000.00***, numbered T-1 (the "***Initial Certificate of Obligation***"), with certificates of obligation issued in replacement thereof being in the denomination of $5,000 or any integral multiple thereof and numbered consecutively from R-1 upward, all payable to the initial registered owner thereof (with the Initial Certificate of Obligation being payable to the initial purchaser designated in Section 16 hereof), or to the regis-tered assignee or assignees of said certificates of obligation or any portion or portions thereof (in each case, the "***Registered Owner***"), and the certificates of obligation shall mature and be payable serially on ***February 15*** in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

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[The remainder of this page intentionally left blank.]

YEAR OF MATURITY	PRINCIPAL AMOUNT ($)	YEAR OF MATURITY	PRINCIPAL AMOUNT ($)	YEAR OF MATURITY	PRINCIPAL AMOUNT ($)
2024		2031		2038	
2025		2032		2039	
2026		2033		2040	
2027		2034		2041	
2028		2035		2042	
2029		2036		2043	
2030		2037		***	***

The term "***Certificates of Obligation***" as used in this Ordinance shall mean and include the Certificates of Obligation initially issued and delivered pursuant to this Ordinance and all substitute certificates of obligation exchanged therefor, as well as all other substitute certificates of obligation and replacement certificates of obligation issued pursuant hereto, and the term "***Certificate of Obligation***" shall mean any of the Certificates of Obligation.

SECTION 3. INTEREST. The Certificates of Obligation shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM CERTIFICATE OF OBLIGATION set forth in this Ordinance to their respective dates of maturity or prior redemption at the following rates per annum:

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YEAR OF MATURITY	INTEREST RATE (%)	YEAR OF MATURITY	INTEREST RATE (%)	YEAR OF MATURITY	INTEREST RATE (%)
2024		2031		2038	
2025		2032		2039	
2026		2033		2040	
2027		2034		2041	
2028		2035		2042	
2029		2036		2043	
2030		2037		***	***

Said interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance.

SECTION 4. CHARACTERISTICS OF THE CERTIFICATES OF OBLIGATION; APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. *(a) Registration, Transfer, and Exchange; Authentication*. The City shall keep or cause to be kept at the designated corporate trust or commercial banking office (currently located in Dallas, Texas) of ***The Bank of New York Mellon Trust Company, N.A.*** (the "***Paying Agent/Registrar***") books or records for the registration of the transfer and exchange of the Certificates of Obligation (the "***Registration Books***"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. Attached hereto as *Exhibit A* is a copy of the Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar which is hereby approved in substantially final form, and the Mayor, Mayor Pro-Tem and City Secretary of the City are hereby authorized to execute the Paying Agent/Registrar Agreement and approve any changes in the final form thereof.

The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate of Obligation to which payments with respect to the Certificates of Obligation shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Certificates of Obligation shall be made within three business days after request and presentation thereof. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Certificate of Obligation or Certificates of Obligation shall be paid as provided in the FORM CERTIFICATE OF OBLIGATION set forth in this Ordinance. Registration of assignments, transfers and exchanges of Certificates of Obligation shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance. Each substitute Certificate of Obligation shall bear a letter and/or number to distinguish it from each other Certificate of Obligation.

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Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate of Obligation, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Certificate of Obligation shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates of Obligation and Certificates of Obligation surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Certificate of Obligation or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates of Obligation in the manner prescribed herein, and said Certificates of Obligation shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter

1201, Texas Government Code, and particularly Subchapter D and Section 1201.067 thereof, the duty of transfer and exchange of Certificates of Obligation as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Certificate of Obligation shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates of Obligation which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) *Payment of Certificates of Obligation and Interest*. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates of Obligation, all as provided in this Ordinance. The Paying Agent/ Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates of Obligation.

(c) *In General*. The Certificates of Obligation (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates of Obligation to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 50 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) may be exchanged for other Certificates of Obligation, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) shall be payable as to principal and interest, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates of Obligation, all as provided, and in the manner and to the effect as required or indicated in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance. The Initial Certificate of Obligation is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate of Obligation issued in exchange for the Initial Certificate of Obligation issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE in the form set forth in the FORM OF CERTIFICATE OF OBLIGATION. In lieu of the executed Paying Agent/Registrar's Authentication Certificate described above, the Initial Certificate of Obligation delivered on the closing date (as further described in subparagraph (i) below) shall have attached thereto the Comptroller's Registration Certificate substantially in the form set forth in the FORM OF CERTIFICATE OF OBLIGATION below, executed by the Comptroller of Public Accounts of the State of Texas or by her duly authorized agent, in the manner provided by State law, which certificate shall be evidence that the Initial Certificate of Obligation has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) *Substitute Paying Agent/Registrar*. The City covenants with the registered owners of the Certificates of Obligation that at all times while the Certificates of Obligation are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Certificates of Obligation under this Ordinance, and that the Paying Agent/Registrar will be one entity and shall be an entity registered with the Securities and Exchange Commission. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the

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next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates of Obligation, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates of Obligation, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) *Book-Entry Only System for Certificates of Obligation*. The Certificates of Obligation issued in exchange for the Certificates of Obligation initially issued to the purchaser specified in Section 15 herein shall be initially issued in the form of a separate single fully registered Certificate of Obligation for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate of Obligation shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("***DTC***"), and except as provided in subsection (i) hereof, all of the outstanding Certificates of Obligation shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates of Obligation registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("***DTC Participant***") to hold securities to facilitate the clearance and settlement of securities transaction among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates of Obligation. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates of Obligation, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Certificates of Obligation, as shown on the Registration Books, of any notice with respect to the Certificates of Obligation, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates of Obligation, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates of Obligation. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate of Obligation is registered in the Registration Books as the absolute owner of such Certificate of Obligation for the purpose of payment of principal and interest with respect to such Certificate of Obligation, for the purpose of registering transfers with respect to such Certificate of Obligation, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates of Obligation only to or upon the order of the registered owners, as shown in the Registration

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Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Certificates of Obligation to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Certificate of Obligation certificate evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) *Successor Securities Depository; Transfers Outside Book-Entry Only Systems*. In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC or that it is in the best interest of the beneficial owners of the Certificates of Obligation that they be able to obtain certificated Certificates of Obligation, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates of Obligation to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates of Obligation and transfer one or more separate Certificates of Obligation to DTC Participants having Certificates of Obligation credited to their DTC accounts. In such event, the Certificates of Obligation shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates of Obligation shall designate, in accordance with the provisions of this Ordinance.

(g) *Payments to Cede & Co.* Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate of Obligation is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to principal of and interest on such Certificate of Obligation and all notices with respect to such Certificate of Obligation shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(h) *DTC Letter of Representation*. The officers of the City are herein authorized for and on behalf of the City and as officers of the City to enter into one or more Letters of Representation with DTC establishing the book-entry only system with respect to the Certificates of Obligation.

(i) *Delivery of Initial Certificate of Obligation*. On the closing date, one Initial Certificate of Obligation representing the entire principal amount of the respective series of Certificates of Obligation, payable in stated installments to the initial registered owner named in Section 15 of this Ordinance or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary of the City, approved by the Attorney General of Texas, and registered and signed by the Comptroller of Public Accounts of the State of Texas, in the manner provided by State law, will be delivered to the initial purchaser or its designee. Upon

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payment for the Initial Certificate of Obligation, the Paying Agent/Registrar shall cancel the Initial Certificate of Obligation and deliver to the initial registered owner or its designee one registered definitive Certificate of Obligation for each year of maturity of the Certificates of Obligation, in the aggregate principal amount of all of the Certificates of Obligation for such maturity.

SECTION 5. FORM OF CERTIFICATE OF OBLIGATION. The form of the Certificates of Obligation, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be endorsed on the Initial Certificate of Obligation, shall be substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

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FORM OF CERTIFICATE OF OBLIGATION

R-1	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF LAREDO, TEXAS	PRINCIPAL AMOUNT $_____

COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION SERIES 2023

INTEREST RATE	DELIVERY DATE	MATURITY DATE	CUSIP NO.
_____%	October 17, 2023	February 15, _____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the ***CITY OF LAREDO, TEXAS*** (the "***City***"), being a political subdivision and home-rule municipality of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "***Registered Owner***"), the Principal Amount specified above, and to pay interest thereon (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above, at the Interest Rate per annum specified above, payable on February 15, 2024, and semiannually on each February 15 and August 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except that if this Certificate of Obligation is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate of Obligation or Certificates of Obligation, if any, for which this Certificate of Obligation is being exchanged is due but has not been paid, then this Certificate of Obligation shall bear interest from the date to which such interest has been paid in full.

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THE PRINCIPAL OF AND INTEREST ON this Certificate of Obligation are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate of Obligation shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate of Obligation at maturity or upon the date fixed for redemption prior to maturity, at the designated corporate trust or commercial banking office of ***The Bank of New York Mellon Trust Company, N.A., Dallas, Texas***, which is the "***Paying Agent/Registrar***" for this Certificate of Obligation. The payment of interest on this Certificate of Obligation shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the Ordinance authorizing the issuance of this Certificate of Obligation (the "***Ordinance***") to be on deposit with

the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the ***"Record Date***") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "***Special Record Date***") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "***Special Payment Date***" which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Registered Owner appearing on the Registration Books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. Any accrued interest due upon the redemption of this Certificate of Obligation prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate of Obligation for redemption and payment at the designated corporate trust office of the Paying Agent/Registrar (unless the redemption date is a regularly scheduled interest payment date, in which case accrued interest on such redeemed Certificates of Obligation shall be payable in the regular manner described above). The City covenants with the Registered Owner of this Certificate of Obligation that on or before each principal payment date, interest payment date and accrued interest payment date for this Certificate of Obligation it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates of Obligation, when due.

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IF THE DATE for the payment of the principal of or interest on this Certificate of Obligation shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE OF OBLIGATION is one of a series of Certificates of Obligation dated as of September 15, 2023, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of ***$____*** for the purpose of ***PAYING, ALL OR A PORTION, OF THE CITY'S CONTRACTUAL OBLIGATIONS INCURRED FOR THE PURPOSE OF (1) PLANNING, CONSTRUCTING, IMPROVING AND REPAIRING STREETS, SIDEWALKS, BRIDGES AND DRAINAGE IMPROVEMENTS, TOGETHER WITH RIGHT-OF-WAYS ACQUISITION, TRAFFIC AND STREET SIGNALIZATION, LANDSCAPING, AND LIGHTING IMPROVEMENTS; (2) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING PUBLIC SAFETY FACILITIES; (3) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING SOLID WASTE FACILITIES; (4) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING MUNICIPAL PARKS; (5) RENOVATING, IMPROVING, AND EQUIPPING EXISTING***

MUNICIPAL BUILDINGS AND FACILITIES; (6) ACQUIRING MUNICIPAL EQUIPMENT AND MUNICIPAL VEHICLES FOR VARIOUS CITY DEPARTMENTS, INCLUDING THE SOLID WASTE AND PUBLIC SAFETY DEPARTMENTS; (7) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING FACILITIES TO IMPROVE CITY TELECOMMUNICATIONS, WIRELESS COMMUNICATIONS, INFORMATION TECHNOLOGY SYSTEMS, APPLICATIONS, HARDWARE, SOFTWARE, AND CYBERSECURITY; (8) PURCHASING REAL PROPERTY, MATERIALS, SUPPLIES, EQUIPMENT, INFORMATION TECHNOLOGY, MACHINERY, LANDSCAPING, LAND, AND RIGHTS OF WAY FOR AUTHORIZED NEEDS AND PURPOSES RELATED TO THE AFOREMENTIONED CAPITAL IMPROVEMENTS AND (9) PAYING LEGAL, FISCAL AND ENGINEERING FEES IN CONNECTION WITH SUCH PROJECTS.

ON FEBRUARY 15, 20_, or on any date thereafter, the Certificates of Obligation maturing on and after February 15, 20_, may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, as a whole, or in part (provided that a portion of a Certificate of Obligation may be redeemed only in an integral multiple of $5,000), at the redemption price of the principal amount of Certificates of Obligation called for redemption, plus accrued interest thereon to the date fixed for redemption. The City shall determine the maturity or maturities, and the principal amount of Certificates of Obligation within each maturity, to be redeemed. If less than all Certificates of Obligation of a maturity are to be redeemed, the particular Certificates of Obligation to be redeemed shall be selected by the Paying Agent/Registrar at random and by lot.

AT LEAST 30 DAYS prior to the date fixed for any redemption of Certificates of Obligation or portions thereof prior to maturity, a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid to the Registered Owner of each Certificate of Obligation to be redeemed at its address as it appeared on the Registration Books maintained by the Paying Agent/Registrar on the day such notice of redemption is mailed. Any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Registered Owner. The notice with respect to an optional redemption of Certificates of Obligation may state (1) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar no later than the redemption date, or (2) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of an authorized representative to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is so rescinded. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates of Obligation or portions thereof which are to be so redeemed. If such written notice of redemption is mailed (and not rescinded), and if due provision for such payment is made, all as provided above, the Certificates of Obligation or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any

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Certificate of Obligation shall be redeemed a substitute Certificate of Obligation or Certificates of Obligation having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

ALL CERTIFICATES OF OBLIGATION OF THIS SERIES are issuable solely as fully registered Certificates of Obligation, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Ordinance, this Certificate of Obligation, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Certificates of Obligation, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate of Obligation to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate of Obligation must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate of Obligation or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate of Obligation or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate of Obligation may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate of Obligation or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for transferring and exchanging any Certificate of Obligation or portion thereof shall be paid by the City, but any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer or exchange as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

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IN THE EVENT any Paying Agent/Registrar for the Certificates of Obligation is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates of Obligation.

IT IS HEREBY certified, recited, and covenanted that this Certificate of Obligation has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate of Obligation have been performed, existed, and been done in accordance with law; that this Certificate of Obligation is a general obligation of the

City, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate of Obligation, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limits prescribed by law and that this Certificate of Obligation is additionally secured by and payable from the limited surplus revenues of the City's International Toll Bridge System, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's International Toll Bridge System.

THE CITY also has reserved the right to amend the Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates of Obligation.

BY BECOMING the Registered Owner of this Certificate of Obligation, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Certificate of Obligation and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate of Obligation to be signed with the manual or facsimile signature of the Mayor or Mayor Pro-Tem of the City, and countersigned with the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed, or placed in facsimile, on this Certificate of Obligation.

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Countersigned:

(facsimile signature)	(facsimile signature)
City Secretary, City of Laredo, Texas	Mayor, City of Laredo, Texas

(CITY SEAL)

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FORM OF REGISTRATION CERTIFICATE
OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Certificate of Obligation has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate of Obligation has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

(COMPTROLLER'S SEAL)

_____
Comptroller of Public Accounts
of the State of Texas

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate of Obligation is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate of Obligation has been issued under the provisions of the Ordinance described in the text of this Certificate of Obligation; and that this Certificate of Obligation has been issued in exchange for a certificate of obligation or certificates of obligation, or a portion of a certificate of obligation or certificates of obligation of a series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

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Dated

The Bank of New York Mellon Trust Company, N.A.
Dallas, Texas
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Registered Owner of this Certificate of Obligation, or duly authorized representative or attorney thereof, hereby sells, assigns and transfers this Certificate of Obligation and all rights hereunder unto _____

_____
/_____/_____
(Assignee's Social Security or Taxpayer Identification Number) (Please print or typewrite Assignee's name and address, including zip code)

and hereby irrevocably constitutes and appoints _____ attorney to transfer the registration of this Certificate of Obligation on the Paying Agent/Registrar's Registration Books with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

_____
NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate of Obligation in every particular, without alteration or enlargement or any change whatsoever.

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INITIAL CERTIFICATE OF OBLIGATION INSERTIONS

The Initial Certificate of Obligation shall be in the form set forth above except that:

(A) Immediately under the name of the Certificate of Obligation, the headings "INTEREST RATE" and "MATURITY DATE" shall be completed with the words "As shown below" and "CUSIP NO. ____" shall be deleted.

(B) The first paragraph shall be deleted and the following shall be inserted:

"ON THE RESPECTIVE MATURITY DATES specified below, the ***CITY OF LAREDO, TEXAS*** (the "***City***"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "***Registered Owner***"), the respective Principal Installments specified below, and to pay interest thereon (calculated on the basis of a 360-day year composed of twelve 30-day months) from the Delivery Date specified above, at the respective Interest Rates per annum specified below, payable on February 15, 2024, and semiannually on each February 15 and August 15 thereafter to the respective Maturity Dates specified below, or the date of redemption prior to maturity.

The respective Maturity Dates, Principal Installments and Interest Rates for this Certificate of Obligation are set forth in the following schedule:

Maturity Date (February 15)	Principal Installment	Interest Rate

[Insert principal and interest information from Sections 2 and 3 above]"

(C) The Initial Certificate of Obligation shall be numbered "T-1."

SECTION 6. INTEREST AND SINKING FUND; TAX LEVY. A special Interest and Sinking Fund for the Certificates of Obligation (the "***Interest and Sinking Fund***") is hereby created solely for the benefit of the Certificates of Obligation, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Certificates of Obligation. All ad valorem taxes levied and collected for and on account of the Certificates of Obligation shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid, the City shall compute and ascertain a rate and amount of ad valorem tax which, together with revenues with respect to the Certificates of Obligation (as described in Section 7 below) budgeted to pay principal and interest coming due during such fiscal year, will be sufficient to raise and produce the money required to pay the interest on the Certificates of Obligation as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Certificates of Obligation as such principal matures (but never less than 2% of the original principal amount of the Certificates of Obligation as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the respective Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates of Obligation, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

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SECTION 7. SURPLUS REVENUES. For purposes hereof, "***Net Revenues***" means the revenues of the City's international toll bridge system (the "***International Toll Bridge System***") after payment of all operation and maintenance expenses thereof. The Certificates of Obligation, together with other obligations of the City, are additionally secured by and shall be

payable from and secured by Net Revenues remaining after payment of all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the Net Revenues (the "***Surplus Revenues***"). The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 6, to the extent necessary to pay the principal and interest on the Certificates of Obligation. Notwithstanding the requirements of Section 6, if revenues are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the revenues then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

SECTION 8. CONSTRUCTION FUND. There is hereby created and established in the depository of the City, a fund to be called the *City of Laredo, Texas Combination Tax and Revenue Certificates of Obligation (SERIES 2023) Construction Fund* (herein called the "***Construction Fund***"). Proceeds from the sale and delivery of the Certificates of Obligation (other than proceeds representing accrued interest on the Certificates of Obligation and any premium on the Certificates of Obligation that is not used by the City to pay costs of issuance or costs related to the purpose for which the Certificates of Obligation have been issued in accordance with the provisions of Section 1201.042(d), Texas Government Code, as amended, which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Construction Fund. Money in the Construction Fund shall be subject to disbursements by the City for payment of all costs incurred in carrying out the purpose for which the Certificates of Obligation are issued, including but not limited to costs for construction, engineering, architecture, financing, financial consultants and legal services related to the project being financed with proceeds of the Certificates of Obligation and the issuance of the Certificates of Obligation. All funds remaining on deposit in the Construction Fund upon completion of the projects being financed with the proceeds from the Certificates of Obligation, if any, shall be transferred to the Interest and Sinking Fund.

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SECTION 9. INVESTMENTS. Funds on deposit in the Interest and Sinking Fund and the Construction Fund shall be secured by the depository bank of the City in the manner and to the extent required by law to secure other public funds of the City and may be invested from time to time in any investment authorized by applicable law, including but not limited to the Public Funds Investment Act (Chapter 2256, Texas Government Code), and the City's investment policy adopted in accordance with the provisions of the Public Funds Investment Act; provided, however, that investments purchased for and held in the Interest and Sinking Fund shall have a final maturity no later than the next principal or interest payment date for which such funds are required, and investments purchased for and held in the Construction Fund shall have a final maturity of not later than the date the City reasonably expects the funds from such investments will be required to pay costs of the projects for which the Certificates of Obligation were issued. Income and profits from such investments shall be deposited in the respective Fund which holds such investments; however, any such income and profits from investments in the Construction Fund may be withdrawn by the City and deposited in the Interest and Sinking Fund to pay all or a portion of the interest next coming due on the Certificates of Obligation. It is further provided,

however, that any interest earnings on Certificate of Obligation proceeds which are required to be rebated to the United States of America pursuant to Section 14 hereof in order to prevent the Certificates of Obligation from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

SECTION 10. EMPOWERED. The City Manager, Deputy City Manager and Finance Director of the City (or any person serving or acting in the interim in such capacity) are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

SECTION 11. DEFEASANCE OF THE CERTIFICATES OF OBLIGATION. (a) Any Certificate of Obligation and the interest thereon shall be deemed to be paid, retired and no longer outstanding "a "***Defeased Certificate of Obligation***") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate of Obligation, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "***Future Escrow Agreement***") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates of Obligation shall have become due and payable. At such time as a Certificate of Obligation shall be deemed to be a Defeased Certificate of Obligation hereunder, as aforesaid, such Certificate of Obligation and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates of Obligation that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the City expressly reserves the right to call the Defeased Certificates of Obligation for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates of Obligation immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates of Obligation and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates of Obligation may contain provisions permitting the investment or reinvestment of such moneys

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in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates of Obligation, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) The term "***Defeasance Securities***" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law that may be used to defease obligations such as the Certificates of Obligation.

(d) Until all Defeased Certificates of Obligation shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates of Obligation the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the City elects to defease less than all of the principal amount of Certificates of Obligation of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates of Obligation by such random method as it deems fair and appropriate.

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SECTION 12. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES OF OBLIGATION. *(a)* *Replacement Certificates of Obligation*. In the event any outstanding Certificate of Obligation is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new certificate of obligation of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate of Obligation, in replacement for such Certificate of Obligation in the manner hereinafter provided.

(b) *Application for Replacement Certificates of Obligation*. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Certificates of Obligation shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate of Obligation, the registered owner applying for a replacement certificate of obligation shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate of Obligation, the registered owner shall furnish to the City and to the Paying Agent/Registrar

evidence to their satisfaction of the loss, theft, or destruction of such Certificate of Obligation, as the case may be. In every case of damage or mutilation of a Certificate of Obligation, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate of Obligation so damaged or mutilated.

(c) *No Default Occurred*. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate of Obligation shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate of Obligation, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate of Obligation) instead of issuing a replacement Certificate of Obligation, provided security or indemnity is furnished as above provided in this Section.

(d) *Charge for Issuing Replacement Certificates of Obligation*. Prior to the issuance of any replacement certificate of obligation, the Paying Agent/Registrar shall charge the registered owner of such Certificate of Obligation with all legal, printing, and other expenses in connection therewith. Every replacement certificate of obligation issued pursuant to the provisions of this Section by virtue of the fact that any Certificate of Obligation is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Certificate of Obligation shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates of Obligation duly issued under this Ordinance.

(e) *Authority for Issuing Replacement Certificates of Obligation*. In accordance with Chapter 1201, Texas Government Code, as amended, this Section of this Ordinance shall constitute authority for the issuance of any such replacement certificate of obligation without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such certificates of obligation is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates of Obligation in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Certificates of Obligation issued in exchange for other Certificates of Obligation.

SECTION 13. CUSTODY, APPROVAL, AND REGISTRATION OF THE CERTIFICATES OF OBLIGATION; BOND COUNSEL'S OPINION, BOND INSURANCE, AND CUSIP NUMBERS. The Mayor or Mayor Pro-Tem of the City is hereby authorized to have control of the Certificates of Obligation initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates of Obligation pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates of Obligation said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall sign the Comptroller's Registration Certificate, in the manner provided by State law, attached to such Certificates of Obligation, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel (with an appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of

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the City), a statement regarding the issuance of a municipal bond insurance policy to secure payment of debt service on the Certificates of Obligation, if any, and the assigned CUSIP numbers may, at the option of the City, be printed on the Certificates of Obligation issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates of Obligation.

SECTION 14. COVENANTS REGARDING TAX-EXEMPTION OF INTEREST ON THE CERTIFICATES OF OBLIGATION. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates of Obligation as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "***Code***"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates of Obligation or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Certificates of Obligation or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates of Obligation, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates of Obligation or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Certificates of Obligation (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificates of Obligation being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates of Obligation being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates of Obligation, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which

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produces a materially higher yield over the term of the Certificates of Obligation, other than investment property acquired with –

(A) proceeds of the Certificates of Obligation invested for a reasonable temporary period of 90 days or less until such proceeds are needed for the purpose for which the Certificates of Obligation are issued)

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates of Obligation;

(7) to otherwise restrict the use of the proceeds of the Certificates of Obligation or amounts treated as proceeds of the Certificates of Obligation, as may be necessary, so that the Certificates of Obligation do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage); and

(8) to refrain from using the proceeds of the Certificates of Obligation or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates of Obligation in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates of Obligation) an amount that is at least equal to 90 percent of the "Excess Earning," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates of Obligation have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9),"a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates of Obligation. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates of Obligation, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates of Obligation under section 103 of the Code. In the event that

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regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates of Obligation, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates of Obligation under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager, Deputy City Manager and the Finance Director of the City (or any person serving or acting in the interim in such capacity) to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates of Obligation.

(d) Allocation of, and Limitation on, Expenditures for the Projects. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (collectively referred to herein as the "Projects") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates of Obligation, or (2) the date the Certificates of Obligation are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates of Obligation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Projects. The City covenants that the property constituting the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates of Obligation. For purpose of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates of Obligation. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City Council hereby adopts and establishes the instructions attached hereto as Exhibit B as the City's written procedures.

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(g) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

SECTION 15. SALE AND DELIVERY OF THE CERTIFICATES OF OBLIGATION. The Certificates of Obligation are hereby initially sold and shall be delivered to Jefferies LLC, as the representative of a group of underwriters (collectively, the "Underwriters"), at a price of $___ (which amount is equal to par, plus a [net] original issue premium of $____, and less Underwriters' discount of $____), and no accrued interest, all pursuant to the terms and provisions of a Purchase Contract in substantially the form attached hereto as Exhibit D which the Mayor, Mayor Pro-Tem, City Manager, Deputy City Manager, or Finance Director of the City are each hereby individually authorized to execute and deliver, and which the City Secretary is hereby authorized to attest. In satisfaction of Section 1201.022(a)(3), Texas Government Code, and upon consultation with the City's Financial Advisor, the City Council hereby determines that the final terms of the Certificates of Obligation as set forth in this Ordinance are in the City's best interests. The City will deliver to the Underwriters an Initial Certificate of Obligation in the aggregate principal amount of $___ payable in principal installments on the dates and in the principal amounts shown in Section 2 hereof, and bearing interest at the rates for each respective maturity as shown in Section 3 hereof. The Initial Certificate of Obligation shall be registered in the name of Jefferies LLC.

SECTION 16. APPROVAL OF OFFICIAL STATEMENT. The City hereby approves the form and content of the Official Statement relating to the Certificates of Obligation and any addenda, supplement, or amendment thereto, and approves the distribution of the Official Statement in the reoffering of the Certificates of Obligation by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement for the Certificates of Obligation, dated September __, 2023, prior to the date hereof is hereby ratified and confirmed. The City Council finds and determines that the Preliminary Official Statement and the Official Statement were and are "deemed final" as of each of their respective dates within the meaning, and for the purpose, of Rule 15c2-12 promulgated under authority granted by the Federal Securities and Exchange Act of 1934.

SECTION 17. AUTHORITY FOR OFFICERS TO EXECUTE DOCUMENTS AND APPROVE CHANGES. The Mayor, Mayor Pro-Tem, City Secretary, City Manager, Deputy City Manager, and Finance Director of the City, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates of Obligation, the sale of the Certificates of Obligation, the Official Statement, and the Paying Agent/Registrar Agreement, and all actions related to the issuance of the Certificates of Obligation which have previously been taken by such officials are hereby ratified and approved. In addition, prior to the initial delivery of the Certificates of Obligation, the Mayor, Mayor Pro-Tem, City Secretary, City Manager, Deputy City Manager, Finance Director, the City Attorney

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and Bond Counsel are hereby authorized and directed to approve any technical changes or correction to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Certificates of Obligation by the Attorney General's office. In case any officer whose signature shall appear on any Certificate of Obligation shall cease to be such officer before the delivery of such Certificate of Obligation, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The City Manager, Deputy City Manager, and the Finance Director of the City are further authorized to pay to the Attorney General of Texas prior to the delivery of the Certificates of Obligation, for the Attorney General's review of the transcript of proceedings related to the Certificates of Obligation, the amount required pursuant to Section 1202.004, Texas Government Code, as amended.

SECTION 18. ORDINANCE A CONTRACT; AMENDMENTS. This Ordinance shall constitute a contract with the Registered Owners of the Certificates of Obligation, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate of Obligation remains outstanding except as permitted in this Section. The City may, without the consent of or notice to any Registered Owners, amend, change, or modify this Ordinance as may be required (i) by the provisions hereof, (ii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iii) in connection with any other change which is not to the prejudice of the Registered Owners. The City may, with the written consent of the Registered Owners of a majority in aggregate principal amount of the Certificates of Obligation then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Ordinance; provided that without the consent of all of the Registered Owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates of Obligation, reduce the principal amount thereof or the rate of interest thereon, (ii) give any preference to any Certificate of Obligation over any other Certificate of Obligation, (iii) extend any waiver of default to subsequent defaults, or (iv) reduce the aggregate principal amount of Certificates of Obligation required for consent to any such amendment, change, modification, or rescission. Whenever the City shall desire to make any amendment or addition to or rescission of this Ordinance requiring consent of the Registered Owners, the City shall cause notice of the amendment, addition, or rescission to be sent by first class mail, postage prepaid, to the Registered Owners at the respective addresses shown on the Registration Books. Whenever at any time within one year after the date of the giving of such notice, the City shall receive an instrument or instruments in writing executed by the Registered Owners of a majority in aggregate principal amount of the Certificates of Obligation then outstanding affected by any such amendment, addition, or rescission requiring the consent of the Registered Owners, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as

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herein provided. No Registered Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

SECTION 19. CONTINUING DISCLOSURE UNDERTAKING.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below"

"***EMMA***" means the Electronic Municipal Market Access system being established by the MSRB.

"***Financial Obligation***" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule"

"***MSRB***" means the Municipal Securities Rulemaking Board.

"***Rule***" means SEC Rule 15c2-12, as amended from time to time.

"***SEC***" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB through EMMA within six months after the end of each fiscal year ending in or after 2023, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by this Ordinance being the information described in Exhibit C hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit C hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such six month period, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this paragraph (b).

The financial information and operating data to be provided pursuant to this paragraph (b) may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from

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the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) Event Notices.

The City shall file notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement

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to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 11 of this Ordinance that causes Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

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No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 20. **SECURITY INTEREST**. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the ad valorem taxes and surplus revenues granted by the City under Sections 6 and 7 of this Ordinance, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates of Obligation are outstanding and unpaid such that the pledge of the ad valorem taxes or surplus revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Certificates of Obligation the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 21. REMEDIES IN EVENT OF DEFAULT. In addition to all the rights and remedies provided by the laws of the State of Texas, it is specifically covenanted and agreed particularly that in the event the City (i) defaults in the payment of the principal, premium, if any, or interest on the Certificates of Obligation, (ii) defaults in the deposits and credits required to be made to the Interest and Sinking Fund, or (iii) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance and the continuation thereof for 30 days after the City has received written notice of such defaults, the

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Holders of any of the Certificates of Obligation shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies, and the specification of such remedy shall not be deemed to be exclusive.

SECTION 22. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Underwriters and the registered owners of the Certificates of Obligation, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Underwriters and the registered owners of the Certificates of Obligation.

SECTION 23. RESERVED.

SECTION 24. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

SECTION 25. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 26. EFFECTIVE DATE. Pursuant to the provisions of Section 1201.028, Texas Government Code, this Ordinance shall become effective immediately after its adoption by the City Council.

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FINALLY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS AT A REGULAR MEETING ON THE 18th DAY OF SEPTEMBER, 2023, AT WHICH MEETING A QUORUM WAS PRESENT.

Dr. Victor D. Treviño

ATTEST:

Jose A. Valdez, Jr., City Secretary

APPROVED AS TO FORM:

Doanh "Zone" T. Nguyen, City Attorney

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** ** ** ** **

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

THE PAYING AGENT/REGISTRAR AGREEMENT IS OMITTED AT THIS POINT AS IT APPEARS IN EXECUTED FORM ELSEWHERE IN THIS TRANSCRIPT.

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EXHIBIT B

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Certificates, the City's Finance Director (the "Responsible Person") will:

(i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities financed with the Certificates must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Certificates will be entered into within six (6) months of the date of delivery of the Certificates (the "Issue Date");

(ii) monitor that at least 85% of the proceeds of the Certificates to be used for the construction, renovation or acquisition of any facilities are expended within three (3) years of the Issue Date;

(iii) restrict the yield of the investments to the yield on the Certificates after three (3) years of the Issue Date;

(iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Certificates does not exceed an amount equal to the debt service on the Certificates in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Certificates for the immediately preceding 12-month period;

(v) ensure that no more than 50% of the proceeds of the Certificates are invested in an investment with a guaranteed yield for four years or more;

(vi) maintain any official action of the City (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Certificates any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;

(vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and

(viii) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Certificates are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Certificates the Responsible Person will:

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(i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;

(ii) monitor whether, at any time the Certificates are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;

(iii) monitor whether, at any time the Certificates are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);

(iv) monitor whether, at any time the Certificates are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;

(v) determine whether, at any time the Certificates are outstanding, any person, other than the City, has a naming right for the facilities or any other contractual right granting an intangible benefit;

(vi) determine whether, at any time the Certificates are outstanding, the facilities are sold or otherwise disposed of; and

(vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Certificates and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Certificates. If any portion of the Certificates is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Certificates. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

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EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 19 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The annual audited financial statements of the City or the unaudited financial statements of the City in the event audited financial statements are not completed within six months after the end of any fiscal year.

2. All quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under Tables 1 through 5 and 7 through 13.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

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EXHIBIT D

FORM OF PURCHASE CONTRACT

THE PURCHASE CONTRACT IS OMITTED AT THIS POINT
AS IT APPEARS IN EXECUTED FORM ELSEWHERE IN THIS TRANSCRIPT.

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Introductory Ordinances 15.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Steve E. Landin, Assistant City Manager/Acting Chief of Police
Initiated By: John Porter, Environmental and Solid Waste Director

Staff Source: John Porter, Environmental and Solid Waste Director

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SUBJECT

Authorizing the City Manager to grant a non-exclusive franchise to Ramco Waste 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 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 and an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The applicant has requested a non-exclusive franchise agreement from the City of Laredo for the purpose of operating a commercial container refuse gathering and disposal service. The applicant is starting a new business that requires a franchise agreement with the City of Laredo.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Passage of the Ordinance

Fiscal Impact

Fiscal Year:	2023
Bugeted 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

Attachments

Ramco Waste

INTRODUCTORY ORDINANCE

AUTHORIZING THE CITY MANAGER TO GRANT A NON-EXCLUSIVE FRANCHISE TO RAMCO WASTE 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, Ramco Waste 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, Ramco Waste 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 Ramco Waste 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, Ramco Waste., 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_____2023.

_____
DR. VICTOR D. TREVIÑO,
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

NON-EXCLUSIVE FRANCHISE AGREEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This Non-Exclusive Franchise Agreement ("Agreement") is entered into on this __day of _____between the City of Laredo, a home rule municipal corporation, (hereinafter "GRANTOR") and Ramco Waste 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_____, 2033.

III. FRANCHISE FEE

A. In consideration of the grant of the franchise herein, GRANTEE agrees to pay the GRANTOR on the twentieth (20th) day of each quarter, said quarters to begin on the first day of the months of January, April, July and October, a sum equal to four percent (4%) of gross receipts received by the GRANTEE for its services within the limits of the City of Laredo.

B. In consideration of the grant of the franchise for the term herein specified, it is mutually agreed by both GRANTEE and GRANTOR that said percentage of gross receipts is subject to review

by GRANTOR every two years and GRANTOR reserves the right to increase said percentage of gross receipts according to factors and circumstances present at the time of review, including but not limited to: the percent change in the Consumer Price Index (CPI) from the preceding calendar five year's average, specifically defined as the Consumer Price Index (U.S. Average, All Urban Consumers, AU Items) 1982-84 = I 00 base as compiled by the Bureau of Labor Statistics, the increase in GRANTEE customer base, the state of the economy, the amount of GRANTEE'S vehicles traversing GRANTOR'S roadways, and the fee paid to other comparable communities.

C. Said payment is for the use of the GRANTOR's streets, alleys and rights-of-way.

D. It is agreed that the payment of such percentage of gross receipts each year shall be charged by GRANTEE as items of operating expense for rate making purposes, and shall never be considered as a cost of the franchise herein granted in any determination of rates in the future.

E. Provided further, that payments herein provided do not relieve GRANTEE from the payment of ad valorem taxes, special assessments, charges, or other fees applicable to the public generally and nothing in this section shall be construed to be a breach or in any way affect the power of the GRANTOR to impose all ad valorem taxes on any and all property of the GRANTEE which may be lawfully subject to taxation.

F. It is understood and agreed that any lawful amount which may 5be or become due by the GRANTEE to the GRANTOR, under the terms of this franchise, as well as any and all lawful ad valorem taxes which may be imposed and become due and payable to the GRANTOR upon property of the GRANTEE situated in the City of Laredo shall be paid when due and failure to pay said sum or sums of money due the GRANTOR shall be grounds for revocation of this franchise at the sole option of the City Council of the City of Laredo.

IV. SERVICE RATES

A. GRANTOR retains full and complete powers within the limits of the Constitution and laws of this State, to approve by ordinance from time to time throughout the life of this franchise a reasonable price for services to be rendered by GRANTEE hereunder.

B. The initial service fee to be charged by GRANTEE is herein fixed by this Ordinance. Monthly service charge per month, per customer, per container, per weekly pick-up plus the installation fee.

C. A complete schedule of monthly service charges for customer service to be rendered by GRANTEE is attached to this ordinance as **Exhibit "A"** and made a part hereof.

Roll Off Services:

Container Size	Delivery Fee	Hauling Fee	Tonnage Fee/Per Ton
30 Yds	$75.00	$245.00	$41.50

Plus all applicable taxes

D. It is agreed and understood by the parties that GRANTEE may increase the price for services rendered by GRANTEE hereunder without City Council approval only if the amount increased corresponds to an increase in landfill fees by the GRANTOR to the extent that such increase in the price of services rendered by GRANTEE is proportioned to offset as exactly as possible the cost of the landfill fee increase to the GRANTEE considering the difference in GRANTEE'S average gross receipts and the cost of landfill fees paid to the GRANTOR for average tonnage of refuse disposed for the previous twelve (I 2) months prior to the enactment of the increase by GRANTOR.

V. SERVICE AREA

The terms of this franchise are applicable to the operations of the GRANTEE within the City Limits of the City of Laredo in serving those customers or areas which the GRANTOR now services or hereafter serves within the City Limits in the future.

VI. REQUESTS FOR SERVICE

The GRANTEE shall, where necessary to supply any person(s), firm, corporation, association or entity who will contract with GRANTEE to use its commercial container refuse gathering and disposal services within the limits of the City of Laredo, and who have made written demand therefore and is not delinquent in the payment of collection charges due GRANTEE, construct the necessary service facilities on the property of each such person within one hundred eighty (180) days after such written demand therefore, unless prevented by causes beyond the control of the GRANTEE.

VII. RECORDS

A. The GRANTEE shall be required during the term of this franchise, or any extension thereto, to keep, and maintain in the City of Laredo complete books and records of the business carried on by

it in the City and showing its entire receipts, expenses and disbursements in connection with such business, route list by driver, which books and records shall be kept by competent accountants in the manner prescribed or approved by the City Council.

B. GRANTEE is required to keep and maintain in the City of Laredo during the life of this franchise, or any extension thereto, a complete inventory of its vehicles such as refuse front loaders, roll off trucks, containers and all other refuse equipment situated in the City of Laredo, showing the value thereof and its investments therein.

C. Said books, records, daily route list by driver and inventory shall be made available for inspection and verification by the City Council or any authorized official of the City of Laredo at their request.

D. City Council or any authorized official of the City of Laredo shall have the right at any reasonable time to audit the books, records or inventory of GRANTEE.

E. GRANTEE shall file full and complete reports with GRANTOR along with the franchise fee on the twentieth (20th) day following the end of each quarter, beginning the first day of the months of January, April, July and October, on the following:

1). A list of all existing commercial accounts served, including customer name, address, frequency, pick-up, size of container (in cubic yards) or type of service and charge for same.

2). A list of all new commercial accounts served, including customer name, address, frequency pick-up, size of container (in cubic yards) or type of service and charge for same, a pickup routing list by customers. Old and new routing lists must be kept on file.

3). Names and addresses of commercial customers dropped from service for any reason and the reason, if available, that such customer was dropped from service.

4). A balance sheet showing the total gross receipts within the City of Laredo starting at a beginning and ending date for the previous quarter.

5). A statement by an authorized official of GRANTEE, under oath, attesting to and duly verifying the accuracy of all items covered in this section.

F. GRANTEE shall file a full and complete report with GRANTOR before the first day January every year on the following a list of all vehicles used in providing service and all vehicles which have been added to or removed from providing such service. Such list shall include state license number, year, make, model, and manufacturer's rated capacity for each vehicle.

G. GRANTOR may require the keeping of additional records or accounts reasonably necessary to determine the GRANTEE's compliance with the terms of this Agreement.

H. GRANTOR shall have the right to inspect GRANTEE's records, accounts and financial and operating information, including, but not limited to, customer lists, contracts and any other information clearly designated by the GRANTEE to be confidential or proprietary for the purpose of review to determine the GRANTEE's compliance with this franchise agreement. GRANTOR will not reproduce any confidential information not specifically required for documentation of audit issues. In the event that the GRANTOR requests a copy of confidential information, the GRANTEE may redact the customer name, service and billing addresses (other than zip code) and telephone number from any copy of confidential information provided to the GRANTOR, provided, however, that the GRANTEE shall retain the un-redacted original of the confidential information until notified by the GRANTOR of the close of the audit and shall provide the City with an un-redacted copy of confidential information upon request of the GRANTOR in the event of an audit dispute. If the GRANTEE fails or is unable to provide an un-redacted copy of confidential information to the

GRANTOR during an audit dispute, any issue with regard to the unavailable information shall be resolved in favor of the City. GRANTOR shall not disclose any confidential information reproduced for documentation of audit issues unless the City has received a request to review or copy confidential information under the Texas Public Information Act or related law (the "Act"). Upon receipt of such request, the City shall notify the GRANTEE that a request to review or copy confidential information has been submitted to the City.

VIII. PLACEMENT OF CONTAINERS

The location and placing of containers and other instrumentalities by the GRANTEE shall at all times be on private property only, and no containers or other instrumentalities shall be placed on public streets, sidewalks, or within the street right of way area.

IX. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

A. GRANTEE shall conform and comply with all city, county, state and federal laws, ordinances, provisions of the Charter of the City of Laredo, rules and regulations now in force and that may hereafter be adopted pertaining to the subject matter of this Ordinance. Nothing in this ordinance shall be construed in any manner to abridge the right of GRANTOR to pass or enforce necessary police, health, or safety regulations for the protection of its inhabitants.

B. All equipment and vehicles and all construction, disposal and other work done by the GRANTEE in the operating of its business shall comply with all laws, rules and regulations of the State of Texas and of the United States of America imposed upon the refuse gathering or disposal of refuse by the GRANTEE and/or the GRANTOR.

X. INDEMNIFICATION

THE GRANTEE HEREBY RELEASES AND DISCHARGES THE CITY FROM AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:

(A) THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE TO PERFORM UNDER THIS FRANCHISE) RELATING TO THIS FRANCHISE; OR

(B) ANY ACTION OR FAILURE TO ACT BY THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE GRANTEE TO PERFORM UNDER THIS FRANCHISE IN CONNECTION WITH THE SYSTEM OR THIS FRANCHISE; OR

(C) ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS FRANCHISE, INCLUDING WITHOUT LIMITATION, THE CITY'S RECEIPT

OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE GRANTEE TO BENEFIT FROM THE RIGHTS ALLOWED UNDER THIS FRANCHISE. THIS INDEMNITY CLAUSE SHALL APPLY TO THE GRANTEE WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE GRANTEE HAS AGREED TO INDEMNIFY THE CITY. GRANTEE'S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS AGREEMENT.

XI. INSURANCE

GRANTEE shall procure, maintain and file with the City Secretary insurance as follows:

A. Workers Compensation. GRANTEE shall furnish a certificate of insurance indicating workers compensation coverage as required by the State of Texas.

B. Automobile Liability Insurance. GRANTEE shall carry in its own name, a policy in comprehensive form to insure the automobile liability of its operation with limits to not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and, in addition, not less than One Hundred Thousand ($100,000.00) property damage. This policy shall name GRANTOR as an additional insured and provide for thirty (30) day notice to GRANTOR prior to cancellation. A certification of insurance showing such coverage shall be filed before the effective date of this franchise, and it shall be maintained in force during the term of this franchise and any extension.

C. General Liability. GRANTEE shall carry, in its own name, a comprehensive liability insurance policy including contractual coverage for operations other than automobile with limits of

not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, and One Hundred Thousand Dollars ($100,000.00) per occurrence for property damage. The policy shall name the GRANTOR as a named insured and provide for thirty (30) day notice to GRANTOR prior to cancellation. A certificate of insurance certifying such coverage shall be filed before the effective date of this franchise and maintained in force during the term the franchise and any extension thereto.

XII. SERVICE STANDARD AND EQUIPMENT

GRANTEE shall maintain and operate its collection system and equipment in good order to render efficient service subject to the terms of this franchise. GRANTEE shall obtain and maintain in good working order sufficient equipment to provide regular service throughout the City of Laredo. The trucks used in the collection of garbage or refuse shall be all metal, water tight, and shall be equipped with closed bodies equipped with hydraulically operated devices for compacting collected garbage and meet all federal and state laws and regulations and are subject to approval by GRANTOR. GRANTEE shall not litter premises in the process of making collections nor allow any refuse to blow at all from any vehicle used for collection. Collection vehicles and all containers shall be painted and numbered and shall have the GRANTEE'S name and telephone number painted in letters of a contrasting color. All vehicles and containers shall be kept in a clean and sanitary condition.

XIII. LANDFILL FACILITIES

A. GRANTEE agrees to use only the city municipal solid waste facilities for disposal or processing of municipal solid waste and industrial solid waste including but not limited to the city sanitary landfills, and other city municipal solid waste facilities such as transfer stations, to discharge municipal solid waste and industrial solid waste as defined in 30 TAC §330.2, that GRANTEE shall collect from its customers. GRANTEE shall pay all landfill fees on time associated with said use. It

is specifically understood, however, that the City is under no obligation to furnish sanitary landfills or other municipal solid waste disposing facilities to the GRANTEE. GRANTEE is granted a privilege to use the city municipal solid waste disposing and processing facilities. The permit granted to the GRANTEE is limited to the facilities normally operated by the GRANTOR for all municipal solid waste disposals or processing. If the GRANTOR'S facilities for any reason is not available for use, either temporarily or permanently, as determined by the City Council of the City of Laredo, or by any prohibited solid waste which cannot be accepted by the facilities, as determined by 30 TAC §330 or amended or replacement by a new section of TCEQ, the GRANTOR shall be under no obligation to furnish to the GRANTEE sanitary landfills, or any other municipal solid waste disposing and processing facilities.

B. GRANTEE, in its operation, shall comply with all requirements of the City of Laredo and the department of the city operating the city landfill or refuse disposal site including but not limited the hours designated for receiving refuse at the disposal site.

C. GRANTEE is considered a generator and transporter of waste and may be subject to environmental liability.

XIV. ASSIGNMENT

This franchise shall not be assigned without the prior consent of the City Council as expressed in an Ordinance passed by the Council. If consent is given, the terms of this franchise shall be binding upon and insure to the benefit of the parties hereto and their respective administrators, successors, and assigns.

XV. NOTICES

All notices, payments, reports, statements or demands, which are given or made to either GRANTEE

or GRANTOR, as provided for in this ordinance, or incident to its terms, or in the exercise of the police power of the City, may be effected by personal delivery in writing or by certified mail, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses below, but each Party may change its address by written notice in accordance with this section.

GRANTOR: **City of Laredo**
c/o City Manager
P. O. Box 579
Laredo, Texas 78042

GRANTEE: **Ramco Waste**
c/o Carlos H. Ramirez
P.O. Box 451769
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 Ramco Waste

By: _____

Carlos H. Ramirez
Printed Name of Officer or Authorized Person:
Title:_____
(Capacity of Signer)

Dated this___day of_____, 2023.

STATE OF TEXAS §
§
COUNTY OF WEBB §

I, Jose A. Valdez, Jr. City Secretary of the City of Laredo, Texas, hereby certify that the above and foregoing acceptance was received and filed in the office of the City Secretary of the City of Laredo on the_____day of 2023.

EXECUTED under my hand and official seal of the City of Laredo in the said City this _____day of_____, 2023.

_____
Jose A. Valdez, Jr.
City Secretary

(SEAL)

_____

Joseph W. Neeb
City Manager

APPROVED AS TO FORM:

_____
Doanh T. Nguyen,
City Attorney

Exhibit A

Roll Off Services:

Container Size	Delivery Fee	Hauling Fee	Tonnage Fee/Per Ton
30 Yds	$75.00	$245.00	$41.50

Plus all applicable taxes

Introductory Ordinances 16.

City Council-Regular
Meeting Date: 09/18/2023
Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Tina Martinez, CD Director

SUBJECT

An Ordinance closing and vacating, as a public easement, a section of Vidaurri Avenue between Jefferson Street and Shea Street, being a 1.20 acres tract of land out of Vidaurri Avenue Right-Of-Way, situated in District VIII, The Western Division, City of Laredo, Webb County, Texas; The City of Laredo reserves any and all apparent and visible easements recorded or not recorded; Hereof, Closed as a public Easement and providing for an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

On April 21, 2022 Mr. Guillermo Alexander, owner and representative of Alexander Depot, Inc., requested to close and purchase a section of Vidarurri Avenue between Jefferson St. thu Shea St. adjacent to their warehouse with intent to expand their properties and maintain and secure it privately.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of this ordinance.

Fiscal Impact

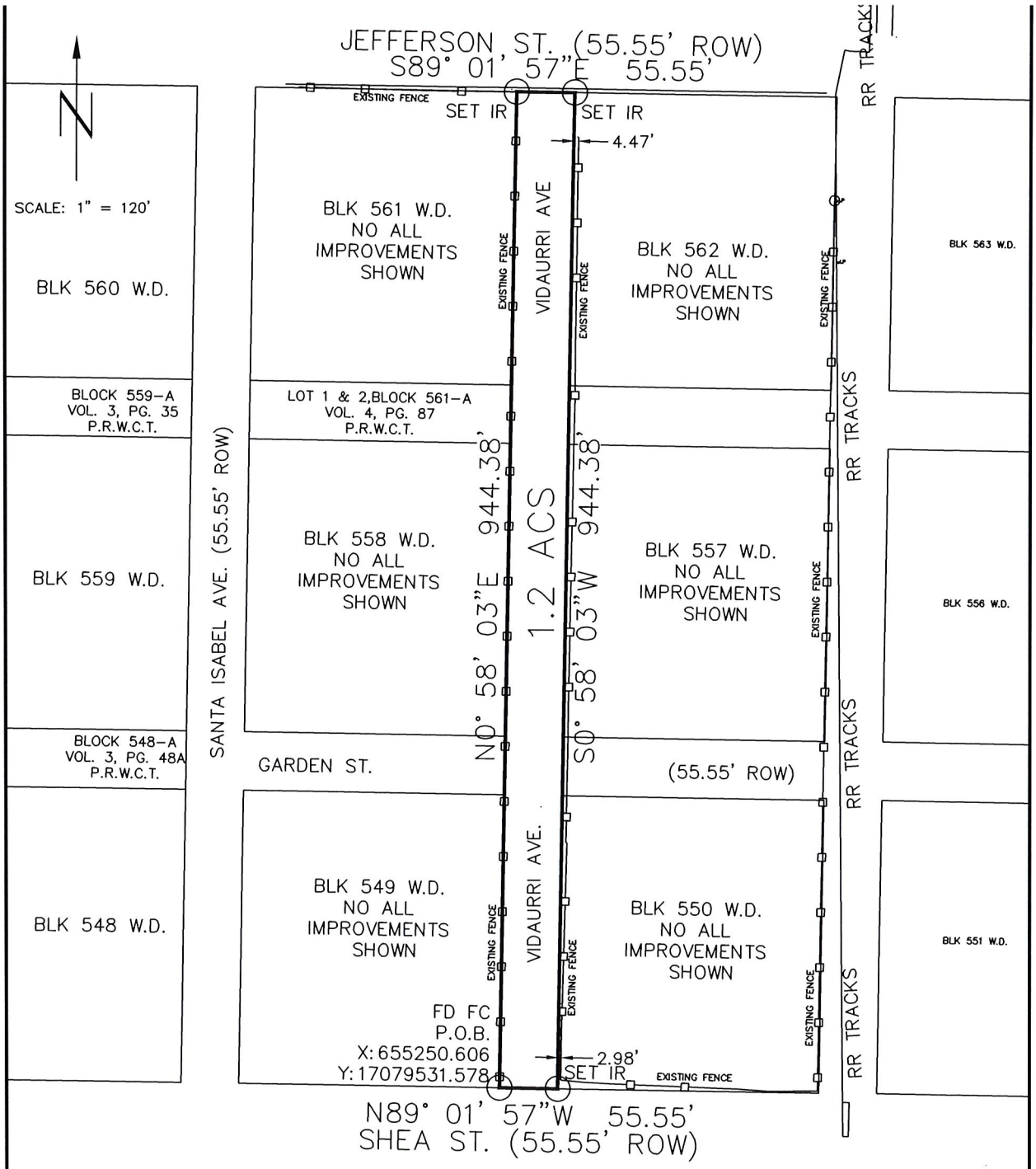
Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Will be recorded in the City's fixed assets system.

Attachments

Survey and MB
Aerial
Introductory Ordinance



CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION. THIS WORK IS PROTECTED BY COPYRIGHT LAW AND SHALL ONLY BE USED / DISTRIBUTED FOR IT'S INTENDED PURPOSES.

STATE OF TEXAS
REGISTERED
ALFREDO T. GUERRA
5702
PROFESSIONAL
LAND SURVEYOR

ALFREDO T. GUERRA, R.P.L.S. No. 5702

05/23/2023
DATE:

NOTES:

1. BASIS OF BEARING ARE TAKEN FROM RECORDED PLAT.
2. THIS SKETCH IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION DATED THE SAME.
3. THIS SURVEY WAS PERFORMED ***WITHOUT*** THE BENEFIT OF A TITLE COMMITMENT.

SURVEY OF 1.20-ACRES TRACT OF LAND
OUT OF VIDAURRI AVE. RIGH-OF-WAY (SHEA ST. -JEFFERSON ST.)
THE CITY OF LAREDO, TX
AS PER VOL. 7, PG. 15
PLAT RECORDS OF WEBB COUNTY, TX
SITUATED BETWEEN JEFFERSON ST AND SHEA ST., LAREDO, TX



GUERR ENGINEERING & SURVEYING CO.

LAREDO, TX 78041
956-718-2600
fred_ges@sbcglobal.net
ENGINEERING FIRM No. 9484

1.20-Acres Tract of Land out of Vidaurri St. Righ-of-Way
The City of Laredo
Webb County, Tx

A 1.20-acres tract of land out of Vidaurri St. Right-of-Way (Shea St. – Jefferson St.). This tract of land is Located between Blocks 550, 557, and 562 Western Division and Blocks 549, 558, and 551 Western Division as per Vol. 7, Pg. 15, Plat records of Webb County, Tx. Being more particularly described as follows:

BEGINNING at a Fence Corner (X:655250.606, Y:17079531.578) which is the Southeast corner for Block 549 W.D. This being denoted as the Point of Beginning for this tract of land;

THENCE, N 00°58'03" E, a distance of 944.38' along the Eastern property line from Blocks 549, 558, and 560 W.D.), to a Set Iron Rod which it is the Northwestern Corner hereof;

THENCE, S 89°01'57" E, a distance of 55.55', along the Southern ROW from Jefferson ST., to a Set Iron Rod which is the Northeastern corner hereof;

THENCE, S 00°58'03" W, a distance of 944.38', along the Western property line from Blocks 562, 557, 550 W.D., to a Set Iron Rod which is the Southeastern corner hereof;

THENCE, N 89°01'57" W, a distance 55.55', along the Northern ROW from Shea St., to the Point of Beginning.

Notes:
1. Basis of Bearings taken from Recorded Plat
2. This metes & bounds description accompanies a sketch dated same.
3. No title report provided.

I, the undersigned, a Registered Professional Land Surveyor, do hereby certify that this Metes & Bounds Description was prepared from an actual survey of the property made under my supervision on the ground, and that the monuments described were either found or placed under my supervision. This the 23-May-2023,

Alfredo T. Guerra, RPLS #5702
GUERRA ENGINEERING & SURVEYING CO.
ENGR. FIRM No. 9484 SURV. FIRM No. 100173-00
fred_ges@sbcglobal.net




JEFFERSON
JEFFERSON
SANTA ISABEL
SANTA ISABEL
SANTA ISABEL
SANTA RITA
SANTA RITA
SANTA RITA
VIDAURRI
VIDAURRI
VIDAURRI
163730
163733
163732
163651
163726
163725
163650
182860
163649
SHEA
SHEA

Introductory Ordinance No. 2023-O-XXX

CLOSING AND VACATING AS A PUBLIC EASEMENT, A SECTION OF VIDAURRI AVENUE BETWEEN JEFFERSON STREET AND SHEA STREET, BEING A 1.20-ACRES TRACT OF LAND OUT OF VIDAURRI AVENUE RIGHT-OF-WAY, SITUATED IN DISTRICT VIII, THE WESTERN DIVISION, CITY OF LAREDO, WEBB COUNTY, TEXAS; THE CITY OF LAREDO RESERVES ANY AND ALL APPARENT AND VISIBLE EASEMENTS RECORDED OR NOT RECORDED; HEREOF, CLOSED AS A PUBLIC EASEMENT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager recommends that the City Council close as a public easement, that section of Vidaurri Avenue between Jefferson Street and Shea Street, also known as 1.20-acre tract of land out of Vidaurri Right of Way in District VIII, The Western Division, City of Laredo, Webb County, Texas; and,

WHEREAS, the traffic flow in the immediate area will not be adversely affected by such closing; and

WHEREAS, the City of Laredo finds that it is in the best interest of the City of Laredo and its citizens to close as a public easement, that section of Vidaurri Avenue between Jefferson Street and Shea Street.

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

Section 1. The section of Vidaurri Avenue between Jefferson Street and Shea Street, also known as 1.20-acres tract of land out of Vidaurri Right of Way in District VIII, The Western Division, City of Laredo, Webb County, Texas, is closed and vacated as a public easement; The City of Laredo reserves any and all apparent and visible easements recorded or not recorded.

Section 2. This ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE APPROVED on this the _____ day of _____, 2023.

Dr. Victor D. Treviño
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM

DOANH "ZONE" T. NGUYEN
CITY ATTORYNEY

BY: _____
DAVID H. ARRERONDO
ASSISTANT CITY ATTORNEY

Introductory Ordinances 17.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Steve E. Landin, Assistant City Manager/Acting Chief of Police
Initiated By: John Porter, Environmental and Solid Waste Director

Staff Source: John Porter, Environmental and Solid Waste Director

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SUBJECT

Authorizing the City Manager to grant a non-exclusive franchise to Special Operations Dumpster Rentals 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 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 and an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The applicant has requested a non-exclusive franchise agreement from the City of Laredo for the purpose of operating a commercial container refuse gathering and disposal service. The applicant is starting a new business that requires a franchise agreement with the City of Laredo.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Passage of the Ordinance

Fiscal Impact

Fiscal Year:	2023
Bugeted 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

Attachments

Special Operations

INTRODUCTORY ORDINANCE

AUTHORIZING THE CITY MANAGER TO GRANT A NON-EXCLUSIVE FRANCHISE TO SPECIAL OPERATIONS DUMPSTER RENTALS 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, Special Operations Dumpster Rentals 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, Special Operations Dumpster Rentals 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 Special Operations Dumpster Rentals 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, Special Operations Dumpster Rentals., 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_____2023.

_____
DR. VICTOR D. TREVIÑO,
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

NON-EXCLUSIVE FRANCHISE AGREEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This Non-Exclusive Franchise Agreement ("Agreement") is entered into on this __ day of _____ between the City of Laredo, a home rule municipal corporation, (hereinafter "GRANTOR") and Special Operations Dumpster Rentals 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_____, 2033.

III. FRANCHISE FEE

A. In consideration of the grant of the franchise herein, GRANTEE agrees to pay the GRANTOR on the twentieth (20th) day of each quarter, said quarters to begin on the first day of the months of January, April, July and October, a sum equal to four percent (4%) of gross receipts received by the GRANTEE for its services within the limits of the City of Laredo.

B. In consideration of the grant of the franchise for the term herein specified, it is mutually agreed by both GRANTEE and GRANTOR that said percentage of gross receipts is subject to review

by GRANTOR every two years and GRANTOR reserves the right to increase said percentage of gross receipts according to factors and circumstances present at the time of review, including but not limited to: the percent change in the Consumer Price Index (CPI) from the preceding calendar five year's average, specifically defined as the Consumer Price Index (U.S. Average, All Urban Consumers, AU Items) 1982-84 = I 00 base as compiled by the Bureau of Labor Statistics, the increase in GRANTEE customer base, the state of the economy, the amount of GRANTEE'S vehicles traversing GRANTOR'S roadways, and the fee paid to other comparable communities.

C. Said payment is for the use of the GRANTOR's streets, alleys and rights-of-way.

D. It is agreed that the payment of such percentage of gross receipts each year shall be charged by GRANTEE as items of operating expense for rate making purposes, and shall never be considered as a cost of the franchise herein granted in any determination of rates in the future.

E. Provided further, that payments herein provided do not relieve GRANTEE from the payment of ad valorem taxes, special assessments, charges, or other fees applicable to the public generally and nothing in this section shall be construed to be a breach or in any way affect the power of the GRANTOR to impose all ad valorem taxes on any and all property of the GRANTEE which may be lawfully subject to taxation.

F. It is understood and agreed that any lawful amount which may 5be or become due by the GRANTEE to the GRANTOR, under the terms of this franchise, as well as any and all lawful ad valorem taxes which may be imposed and become due and payable to the GRANTOR upon property of the GRANTEE situated in the City of Laredo shall be paid when due and failure to pay said sum or sums of money due the GRANTOR shall be grounds for revocation of this franchise at the sole option of the City Council of the City of Laredo.

IV. SERVICE RATES

A. GRANTOR retains full and complete powers within the limits of the Constitution and laws of this State, to approve by ordinance from time to time throughout the life of this franchise a reasonable price for services to be rendered by GRANTEE hereunder.

B. The initial service fee to be charged by GRANTEE is herein fixed by this Ordinance. Monthly service charge per month, per customer, per container, per weekly pick-up plus the installation fee.

C. A complete schedule of monthly service charges for customer service to be rendered by GRANTEE is attached to this ordinance as **Exhibit "A"** and made a part hereof.

Roll Off Services:

Container Size	Delivery Fee	Hauling Fee	Tonnage Fee/Per Ton
14 Yds	$0.00	$250.00	$41.50
20 Yds	$0.00	$325.00	$41.50

Plus all applicable taxes

D. It is agreed and understood by the parties that GRANTEE may increase the price for services rendered by GRANTEE hereunder without City Council approval only if the amount increased corresponds to an increase in landfill fees by the GRANTOR to the extent that such increase in the price of services rendered by GRANTEE is proportioned to offset as exactly as possible the cost of the landfill fee increase to the GRANTEE considering the difference in GRANTEE'S average gross receipts and the cost of landfill fees paid to the GRANTOR for average tonnage of refuse disposed for the previous twelve (I 2) months prior to the enactment of the increase by GRANTOR.

V. SERVICE AREA

The terms of this franchise are applicable to the operations of the GRANTEE within the City Limits of the City of Laredo in serving those customers or areas which the GRANTOR now services or hereafter serves within the City Limits in the future.

VI. REQUESTS FOR SERVICE

The GRANTEE shall, where necessary to supply any person(s), firm, corporation, association or entity who will contract with GRANTEE to use its commercial container refuse gathering and disposal services within the limits of the City of Laredo, and who have made written demand therefore and is not delinquent in the payment of collection charges due GRANTEE, construct the necessary service facilities on the property of each such person within one hundred eighty (180) days after such written demand therefore, unless prevented by causes beyond the control of the GRANTEE.

VII. RECORDS

A. The GRANTEE shall be required during the term of this franchise, or any extension thereto, to keep, and maintain in the City of Laredo complete books and records of the business carried on by

it in the City and showing its entire receipts, expenses and disbursements in connection with such business, route list by driver, which books and records shall be kept by competent accountants in the manner prescribed or approved by the City Council.

B. GRANTEE is required to keep and maintain in the City of Laredo during the life of this franchise, or any extension thereto, a complete inventory of its vehicles such as refuse front loaders, roll off trucks, containers and all other refuse equipment situated in the City of Laredo, showing the value thereof and its investments therein.

C. Said books, records, daily route list by driver and inventory shall be made available for inspection and verification by the City Council or any authorized official of the City of Laredo at their request.

D. City Council or any authorized official of the City of Laredo shall have the right at any reasonable time to audit the books, records or inventory of GRANTEE.

E. GRANTEE shall file full and complete reports with GRANTOR along with the franchise fee on the twentieth (20th) day following the end of each quarter, beginning the first day of the months of January, April, July and October, on the following:

1). A list of all existing commercial accounts served, including customer name, address, frequency, pick-up, size of container (in cubic yards) or type of service and charge for same.

2). A list of all new commercial accounts served, including customer name, address, frequency pick-up, size of container (in cubic yards) or type of service and charge for same, a pickup routing list by customers. Old and new routing lists must be kept on file.

3). Names and addresses of commercial customers dropped from service for any reason and the reason, if available, that such customer was dropped from service.

4). A balance sheet showing the total gross receipts within the City of Laredo starting at a beginning and ending date for the previous quarter.

5). A statement by an authorized official of GRANTEE, under oath, attesting to and duly verifying the accuracy of all items covered in this section.

F. GRANTEE shall file a full and complete report with GRANTOR before the first day January every year on the following a list of all vehicles used in providing service and all vehicles which have been added to or removed from providing such service. Such list shall include state license number, year, make, model, and manufacturer's rated capacity for each vehicle.

G. GRANTOR may require the keeping of additional records or accounts reasonably necessary to determine the GRANTEE's compliance with the terms of this Agreement.

H. GRANTOR shall have the right to inspect GRANTEE's records, accounts and financial and operating information, including, but not limited to, customer lists, contracts and any other information clearly designated by the GRANTEE to be confidential or proprietary for the purpose of review to determine the GRANTEE's compliance with this franchise agreement. GRANTOR will not reproduce any confidential information not specifically required for documentation of audit issues. In the event that the GRANTOR requests a copy of confidential information, the GRANTEE may redact the customer name, service and billing addresses (other than zip code) and telephone number from any copy of confidential information provided to the GRANTOR, provided, however, that the GRANTEE shall retain the un-redacted original of the confidential information until notified by the GRANTOR of the close of the audit and shall provide the City with an un-redacted copy of confidential information upon request of the GRANTOR in the event of an audit dispute. If the GRANTEE fails or is unable to provide an un-redacted copy of confidential information to the

GRANTOR during an audit dispute, any issue with regard to the unavailable information shall be resolved in favor of the City. GRANTOR shall not disclose any confidential information reproduced for documentation of audit issues unless the City has received a request to review or copy confidential information under the Texas Public Information Act or related law (the "Act"). Upon receipt of such request, the City shall notify the GRANTEE that a request to review or copy confidential information has been submitted to the City.

VIII. PLACEMENT OF CONTAINERS

The location and placing of containers and other instrumentalities by the GRANTEE shall at all times be on private property only, and no containers or other instrumentalities shall be placed on public streets, sidewalks, or within the street right of way area.

IX. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

A. GRANTEE shall conform and comply with all city, county, state and federal laws, ordinances, provisions of the Charter of the City of Laredo, rules and regulations now in force and that may hereafter be adopted pertaining to the subject matter of this Ordinance. Nothing in this ordinance shall be construed in any manner to abridge the right of GRANTOR to pass or enforce necessary police, health, or safety regulations for the protection of its inhabitants.

B. All equipment and vehicles and all construction, disposal and other work done by the GRANTEE in the operating of its business shall comply with all laws, rules and regulations of the State of Texas and of the United States of America imposed upon the refuse gathering or disposal of refuse by the GRANTEE and/or the GRANTOR.

X. INDEMNIFICATION

THE GRANTEE HEREBY RELEASES AND DISCHARGES THE CITY FROM AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:

(A) THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE TO PERFORM UNDER THIS FRANCHISE) RELATING TO THIS FRANCHISE; OR

(B) ANY ACTION OR FAILURE TO ACT BY THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE GRANTEE TO PERFORM UNDER THIS FRANCHISE IN CONNECTION WITH THE SYSTEM OR THIS FRANCHISE; OR

(C) ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS FRANCHISE, INCLUDING WITHOUT LIMITATION, THE CITY'S RECEIPT

OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE GRANTEE TO BENEFIT FROM THE RIGHTS ALLOWED UNDER THIS FRANCHISE. THIS INDEMNITY CLAUSE SHALL APPLY TO THE GRANTEE WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE GRANTEE HAS AGREED TO INDEMNIFY THE CITY. GRANTEE'S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS AGREEMENT.

XI. INSURANCE

GRANTEE shall procure, maintain and file with the City Secretary insurance as follows:

A. Workers Compensation. GRANTEE shall furnish a certificate of insurance indicating workers compensation coverage as required by the State of Texas.

B. Automobile Liability Insurance. GRANTEE shall carry in its own name, a policy in comprehensive form to insure the automobile liability of its operation with limits to not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and, in addition, not less than One Hundred Thousand ($100,000.00) property damage. This policy shall name GRANTOR as an additional insured and provide for thirty (30) day notice to GRANTOR prior to cancellation. A certification of insurance showing such coverage shall be filed before the effective date of this franchise, and it shall be maintained in force during the term of this franchise and any extension.

C. General Liability. GRANTEE shall carry, in its own name, a comprehensive liability insurance policy including contractual coverage for operations other than automobile with limits of

not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, and One Hundred Thousand Dollars ($100,000.00) per occurrence for property damage. The policy shall name the GRANTOR as a named insured and provide for thirty (30) day notice to GRANTOR prior to cancellation. A certificate of insurance certifying such coverage shall be filed before the effective date of this franchise and maintained in force during the term the franchise and any extension thereto.

XII. SERVICE STANDARD AND EQUIPMENT

GRANTEE shall maintain and operate its collection system and equipment in good order to render efficient service subject to the terms of this franchise. GRANTEE shall obtain and maintain in good working order sufficient equipment to provide regular service throughout the City of Laredo. The trucks used in the collection of garbage or refuse shall be all metal, water tight, and shall be equipped with closed bodies equipped with hydraulically operated devices for compacting collected garbage and meet all federal and state laws and regulations and are subject to approval by GRANTOR. GRANTEE shall not litter premises in the process of making collections nor allow any refuse to blow at all from any vehicle used for collection. Collection vehicles and all containers shall be painted and numbered and shall have the GRANTEE'S name and telephone number painted in letters of a contrasting color. All vehicles and containers shall be kept in a clean and sanitary condition.

XIII. LANDFILL FACILITIES

A. GRANTEE agrees to use only the city municipal solid waste facilities for disposal or processing of municipal solid waste and industrial solid waste including but not limited to the city sanitary landfills, and other city municipal solid waste facilities such as transfer stations, to discharge municipal solid waste and industrial solid waste as defined in 30 TAC §330.2, that GRANTEE shall collect from its customers. GRANTEE shall pay all landfill fees on time associated with said use. It

is specifically understood, however, that the City is under no obligation to furnish sanitary landfills or other municipal solid waste disposing facilities to the GRANTEE. GRANTEE is granted a privilege to use the city municipal solid waste disposing and processing facilities. The permit granted to the GRANTEE is limited to the facilities normally operated by the GRANTOR for all municipal solid waste disposals or processing. If the GRANTOR'S facilities for any reason is not available for use, either temporarily or permanently, as determined by the City Council of the City of Laredo, or by any prohibited solid waste which cannot be accepted by the facilities, as determined by 30 TAC §330 or amended or replacement by a new section of TCEQ, the GRANTOR shall be under no obligation to furnish to the GRANTEE sanitary landfills, or any other municipal solid waste disposing and processing facilities.

B. GRANTEE, in its operation, shall comply with all requirements of the City of Laredo and the department of the city operating the city landfill or refuse disposal site including but not limited the hours designated for receiving refuse at the disposal site.

C. GRANTEE is considered a generator and transporter of waste and may be subject to environmental liability.

XIV. ASSIGNMENT

This franchise shall not be assigned without the prior consent of the City Council as expressed in an Ordinance passed by the Council. If consent is given, the terms of this franchise shall be binding upon and insure to the benefit of the parties hereto and their respective administrators, successors, and assigns.

XV. NOTICES

All notices, payments, reports, statements or demands, which are given or made to either GRANTEE

or GRANTOR, as provided for in this ordinance, or incident to its terms, or in the exercise of the police power of the City, may be effected by personal delivery in writing or by certified mail, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses below, but each Party may change its address by written notice in accordance with this section.

GRANTOR: **City of Laredo**
c/o City Manager
P. O. Box 579
Laredo, Texas 78042

GRANTEE: **Special Operations Dumpster Rentals**
c/o Carolina E. Rodriguez
311 Sabal Loop
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 Special Operations Dumpster Rentals

By: _____

Carolina E. Rodriguez
Printed Name of Officer or Authorized Person:
Title:_____
(Capacity of Signer)

Dated this___day of_____, 2023.

STATE OF TEXAS §
§
COUNTY OF WEBB §

I, Jose A. Valdez, Jr. City Secretary of the City of Laredo, Texas, hereby certify that the above and foregoing acceptance was received and filed in the office of the City Secretary of the City of Laredo on the_____day of 2023.

EXECUTED under my hand and official seal of the City of Laredo in the said City this _____day of_____, 2023.

_____
Jose A. Valdez, Jr.
City Secretary

(SEAL)

_____

Joseph W. Neeb
City Manager

APPROVED AS TO FORM:

_____
Doanh T. Nguyen,
City Attorney

Exhibit A

Roll Off Services:

Container Size	Delivery Fee	Hauling Fee	Tonnage Fee/Per Ton
14 Yds	$0.00	$250.00	$41.50
20 Yds	$0.00	$325.00	$41.50

Plus all applicable taxes

City Council-Regular **18.**

Meeting Date: 09/18/2023

Staff Source: Orlando Navarro, Planning Director

Staff Source: Vanessa Guerra, Planner IV

Initiated by: City Council

Prior Action: This item was introduced at the City Council meeting of September 5th, 2023.

SUBJECT:

2023-O-178 Amending the City of Laredo Land Development Code, Section 24.63.2 to identify “Reception Hall,” either indoor or outdoor, as permitted uses, Sections 24-65.14 and 24-65.15 to provide enclosed structure and separation distance requirements in B-3 and B-4 zones, respectively, Section 24-94.5 to allow properties zoned Historic Residential Office (H-R-O) to apply for a Conditional Use Permit (CUP) for a Reception Hall (Outdoor) use, and providing distance requirement exemption, and amending Appendix A to provide a definition for “Reception Hall (Indoor or Outdoor)," and providing that this ordinance shall be cumulative, providing for severability clause, and providing for publication and effective date.

BACKGROUND:

Issue:

- There has been increased interest in establishing reception hall type activities, both indoor and outdoor, in the Historic Saint Peters District, which are currently not allowed.
- On July 31st, 2023, City Council directed Staff to develop an ordinance amendment intended to allow properties zoned Residential-Office (R-O) located within the Saint Peter’s Historic District to apply for a Conditional Use Permit for certain B-4 uses, specifically outdoor reception hall type uses.

Current Code Requirements:

- The Land Development Code identifies Amusement Services (indoor/outdoor) permitted uses in certain zones.
- The Land Development Code does not identify Reception Halls.
- Historically reception hall type activities have been categorized as Amusement Services, either indoor or outdoor.
- The Land Development Code requires a minimum B-3 zone for Amusement Services (indoor), and a minimum B-4 zone for Amusement Services (outdoor).
- The Saint Peters Historic District is predominately zoned Historic Residential

Office (H-R-O), which generally only allows residential, and office type uses, and does not allow Amusement Services, either indoor or outdoor.

- Land Development Code, does not allow R-O zoned properties to apply for a Conditional Use Permit for B-4 activities including Amusement Services (outdoor).
- A minimum B-1 zone is required to apply for a CUP for Amusement Services(outdoors).

Proposed Ordinance:

- The proposed ordinance amendment (see attached) is intended to:
  - Identify "Reception Hall (indoor)" as a use by right in AE, CBD, B-3, B-4, M-1, M-2 and MXD zones.
  - Identify "Reception Hall (outdoor)" as a use by right in B-4, M-1, M-2 and MXD zones.
  - Define "Reception Hall (indoor/outdoor)".
  - Provide structure and distance requirements in B-3 and B-4 zones.
  - Allow H-R-O zones properties to apply for a Conditional Use Permit (CUP) for Reception Hall(outdoor) uses.
  - Provide exemption from distance requirements for H-R-O zoned properties applying for CUPs for Reception Hall (outdoor) uses.

STAFF COMMENTS:

None.

P&Z RECOMMENDATION:

The Planning and Zoning Commission, in a 5 to 1 vote, recommended approval of the ordinance amendment as presented.

STAFF RECOMMENDATION:

IMPACT ANALYSIS

Attachments

ORDINANCE

ORDINANCE NO. 2023-O-178

AMENDING THE CITY OF LAREDO LAND DEVELOPMENT CODE, SECTION 24.63.2 TO IDENTIFY "RECEPTION HALL," EITHER INDOOR OR OUTDOOR, AS PERMITTED USES, AND

AMENDING SECTIONS 24-65.14 AND 24-65.15 TO PROVIDE ENCLOSED STRUCTURE AND SEPARATION DISTANCE REQUIREMENTS IN B-3 AND B-4 ZONES, RESPECTIVELY, AND

AMENDING SECTION 24-94.5 TO ALLOW THOSE PROPERTIES ZONED HISTORIC RESIDENTIAL OFFICE (H-R-O) TO APPLY FOR A CONDITIONAL USE PERMIT (CUP) FOR A RECEPTION HALL (OUTDOOR) USE AND PROVIDING DISTANCE REQUIREMENT EXEMPTION, AND

AMENDING APPENDIX A TO PROVIDE A DEFINITION FOR "RECEPTION HALL (INDOOR OR OUTDOOR)", AND PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE, PROVIDING FOR SEVERABILITY CLAUSE, AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Laredo Land Development Code regulates land uses within the corporate limits of the City of Laredo; and,

WHEREAS, there has been increased interest in establishing reception hall type activities, both indoor and outdoor, in the Historic Saint Peters District, which are currently not allowed; and,

WHEREAS, on July 31st, 2023, City Council directed Staff to develop an ordinance amendment intended to allow properties zoned Residential-Office (R-O) located within the Saint Peter's Historic District to apply for a Conditional Use Permit for certain B-4 uses, specifically outdoor reception hall type uses; and,

WHEREAS, the Land Development Code identifies Amusement Services (indoor/outdoor) as permitted uses in certain zones, and,

WHEREAS, the Land Development Code does not identify "Reception Hall" in the Land Use Chart, and,

WHEREAS, historically reception hall type activities have been categorized as Amusement Services, either indoor or outdoor, per; and,

WHEREAS, the Land Development Code requires a minimum B-3 zone for Amusement Services (indoor), and a minimum B-4 zone for Amusement Services (outdoor); and,

WHEREAS, the Saint Peters Historic District is predominately zoned Historic Residential-Office (H R-O), which generally allows residential, and office type uses, and does not allow Amusement Services, either indoor or outdoor; and,

WHEREAS, Laredo Land Development Code does not allow R-O zoned properties to apply for a Conditional Use Permit (CUP) for B-4 activities including Amusement Services (outdoor), and requires a minimum B-1 zone to apply for a CUP for Amusement Services (outdoors); and,

ORDINANCE NO. 2023-O-178

WHEREAS, the Planning and Zoning Commission, after a public hearing on August 17, 2023, recommended approval of the ordinance amendment and; and,

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

WHEREAS, the City Council held a public hearing on September 5, 2023, and found the proposed ordinance amendment appropriate, necessary and consistent with the Laredo Comprehensive Plan, and in the best interest of the public health, safety and welfare.

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

Section 1. City of Laredo Land Development Code Section 24.63.2 entitled "Permitted Uses" is hereby amended to read as follows:

Section 24.63.2 Permitted Uses

Section 24.63. Permitted Uses

Residential Districts										AMUSEMENT / RECREATION		Non-Residential Districts								
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
X										4493	Boat Launching Ramp						X				
X										4493	Marina						X				
											R.V. Dry Storage Facilities							X				
X										4493	Fishing and Sightseeing Facilities	Institutional Concession Only	X			X	X	X	X	X	X
X										4493	Retail Sales of Fishing Bait and/or	Institutional Concession Only	X			X	X	X	X	X	X
X										4493	Snack Bars and Vending Machines	Institutional Concession Only	X	X	X	X	X	X	X	X	X
X										4493	Sanitary Sewage Pump-out Facilities	Institutional Concession Only						X	X	X	X
X										4493	Open Boat and/or R.V. Dry Storage	Institutional Concession Only						X	X	X	X
X											Boat Rental, Repair and/or Service	Institutional Concession Only					X	X	X	X	X
X										7999	Fishing Pier	Institutional Concession Only	X	X	X	X	X	X	X	X	X
X										4493	Parking Areas for Vehicles/Trailers/R.V's						X	X	X	X	X
X										4493	Restrooms with Shower Facilities					X	X	X	X	X	X
										7832	Motion Picture Theater (Indoor)		X			X	X	X	X	X	X
										7832	Motion Picture Theater (Outdoor)						X	X	X	X	X
										7922	Theater (Non-Motion Picture)		X			X	X	X	X	X	X
											Reception Hall (Indoors)	*no outside activities*	*X*			*X*	*X*	*X*	*X*	*X*	*X*
											Reception Hall (Outdoors)							*X*	*X*	*X*	*X*
										7900	Amusement Services (Indoors)		X			X	X	X	X	X	X
X										7900	Amusement Services (Outdoors)							X	X	X	X
											Children's Amusement Services (Outdoors)						X	X	X		X
										7933	Bowling Center		X			X	X	X	X	X	X
									X	7991	Health Club (Physical Fitness)		X	X		X	X	X	X	X	X
										7993	Amusement Devices/Arcade		X	X		X	X	X	X	X	X
										7999	Billiard Parlor (Three or more tables)		X			X	X	X	X	X	X
										5812	Dinner Theatre		X			X	X	X	X	X	X

LEGEND:
X Permitted
S Special Use Permit

Date: 11-22-93 (Amended Ord. No. 93-O-228, 11/22/93; 2002-O-226, 9/16/02; 2010-O-084, 7/6/10; 2015-O-126, 9/21/15) ***Land Use Charts***

Page: IV-26 **City of Laredo, Texas**

Section 2: Laredo Land Development Code, Appendix A, is here-by amended to add the following definition:

Reception Hall (Indoor or Outdoor)-an establishment whose sole purpose is to be rented or leased by an individual or groups to accommodate privately sponsored events, which are not

open to the general public, and which do not charge an admission fee of any type for entry into the event or establishment, and may include:

1. *kitchen facilities for the preparation or catering of food;*
2. *on-premise consumption of alcoholic beverages, only during scheduled events and not open to the general public*

Examples of privately sponsored events that are allowed to be held at reception halls, either indoor or outdoor, include, but are not limited to, social and business events, banquets, wedding receptions, anniversaries, graduation parties, bar mitzvahs, and other similar celebrations.

Section 3: Laredo Land Development Code, Article VI, Section 24-65.14 is here-by amended as follows:

Section 24.65.14 B-3 - COMMUNITY BUSINESS DISTRICT

(1) Trade or Business School: Provided that machinery which is used for instruction does not create noise, fumes, smoke, odor, vibration or does not involve welding or the use of heavy equipment outdoors.

(2) Where the primary business is retail sale of hardware and remodeling supplies such as lumber, concrete, electrical fixtures, plumbing, heating or air-conditioning shops, wiring, masonry or tile, a free-standing structure shall not exceed 35,000 square feet in gross floor area.

(3) Sign painting shops shall be located in wholly enclosed buildings.

(4) Monument sales and service shops shall be located in enclosed buildings if adjacent to an R-District.

(5) Funeral homes and Chapels: shall be located at least one hundred (100) feet from any Residential District; must be screened from all adjacent less intensive uses; and must be located within three hundred (300) feet of a principal arterial street.

(6) Small animal veterinary clinics which include treatment, display, grooming, or boarding of small animals or pet shall be located not less than fifty (50) feet from any Residential District,

(7) Interior decorating, painting and paper hanging shops, furniture upholstering which do not include contractor yards and cabinetry fabrication.

(8) Recycling centers provided however that no recycling center shall be located within 100 feet of any residential district.

(9) Retail sale of used clothing and merchandise stores is permitted.

(10) Unless otherwise provided, all business, service or processing shall be conducted wholly within an enclosed building; the sale of automobile fuel, lubricants and fluids at service stations, is specifically permitted.

(11) Production for Retail on Premises Only: All products produced on the premises shall be primarily sold at retail on the premises where produced, except for the work of skilled craftsmen or artisans.

(12) Any nationalization/”nacionalizacion” of vehicles enterprise must be located in a B-3, B-4, M-1, M-2 or MXD district, and must also obtain a Special Use Permit (SUP) prior to commencing operations, and it is a violation of this subsection for any such enterprise to be located in other than one of those five districts; provided, however, any such enterprise operating in a zoning district other than a B-3, B-4, M-1, M-2, or MXD prior to May 1, 2004, will be permitted to continue to operate for a period not to exceed one (1) year from the date.

(13) Reception Halls (Indoor) are permitted provided that the use is conducted within a wholly enclosed, permanent structure. On-premise consumption of alcoholic beverages is permitted only during scheduled events which are not open to the general public. Outdoor music, reception hall activities conducted out of doors, and on-premise living quarters are prohibited.

(a) Board of Adjustment shall have no authority to grant any variance to any Land Development Code requirement regarding Reception Halls, either indoor or outdoor.

Section 4: Laredo Land Development Code, Article VI, Section 24-65.15 is here-by amended as follows:

Section 24.65.15 B-4 - HIGHWAY COMMERCIAL DISTRICT

(1) Any nonresidential use permitted in the B-3 District: is permitted in the B-4 district without floor area square footage limitation.

(2) Agricultural sales and services is permitted, including heavy machinery; sale from premises of feed, grain, fertilizers, pesticides and similar goods as well as incidental storage thereof, provided however that no storage handling or transfer of pesticides, fertilizer or chemicals shall be located within 200 feet of any residential district.

(3) Heavy automotive sales and service is permitted along the freeway and State Aid Primary Roads only; includes truck stops maintenance and sales of heavy machinery provided that storage of equipment and vehicles adjoining any Residential or other Commercial District be screened from view.

(4) Building Material and Equipment Sales: includes retail lumber yards, and retail and wholesale sales of other building material such as concrete, masonry, plumbing and heating units provided that no construction, assembly, concrete missing or block manufacturing occurs on premise.

(5) Business or Trade School.

(6) Communications Services such as mobile and cellular telephone services are permitted.

(7) Construction Services: including fabrication of cabinetry and related millwork and carpentry is permitted, but no steel or metal fabrication.

(8) Night clubs, bars, saloons, cantinas, billiard parlors, or carnivals when located 300 feet or more from an R District are permitted.

(9) Theaters, bingo parlors, bowling alleys, and similar enterprises when located 75 feet or more from an R-District.

(10) Exterminating Services are permitted, provided that chemicals, fertilizers, or pesticides shall not be stored, processed, or transferred within two hundred (200) feet of a Residential District.

(11) Storage of equipment owned or rented by building contractors is permitted, but not of raw materials, including sand, caliche, road-building aggregate or lumber.

(12) Beverage Bottling or Distribution Stations: shall not exceed 15,000 square feet floor space.

(13) Welding Shops and Custom Manufacturing Shops: on- site production of goods by hand (i.e. involving only the use of hand tools or mechanical equipment not exceeding two horsepower or a single kiln not exceeding 8KW).

(14) Facade - exterior surface, (excluding doors, windows and openings for ventilation) which fronts on a street shall be eighty percent (80%) masonry and/or glass.

(15) Residential uses are prohibited unless specifically permitted

(16) An Amusement Redemption Machine Establishment, as defined in Appendix A, shall be permitted providing the proposed establishment meets the following requirements:

(a) It shall not be located within three hundred (300) feet of:

(1) any residential structure;
(2) the boundary of any district zoned AG, R-S, R-1, R-1A, R-1-MH, RSM, R-2, or R-3;
(3) a church;
(4) a public or private park;
(5) a public or private elementary or secondary school~~[.]~~;
(6) a hospital.

(Amended Ord. No. 2018-O-072. 5/21/18)

(b) For the purposes of subsection (a), measurement shall be made along the property lines of the street fronts and from front door to front door, or to zoning district, church, park or school, as applicable, and direct lines across intersections.

(c) The hours of operation for amusement redemption machine establishments shall be limited to the following hours:

(1) Monday through Thursday, open at 8:00 a.m. and close at 11:00 p.m.
(2) Friday through Sunday, open at 8:00 a.m. and close at 12:00 a.m.

(Amended Ord. No. 2018-O-072. 5/21/18)

(d) It shall prominently post signs reading as follows:

(1) “If you or anyone you know has a gambling problem, call 1-800-522-4700.
Si usted o alguien que usted conoce tiene un problema de adicción al juego, llame al 1-800-522-4700”.

(e) Amusement redemption machine establishments shall be restricted to the permitted sign dimensions prescribed for B-1 zoned properties.

(f) The Board of Adjustment shall have no authority to grant any variance to any requirement regarding amusement redemption machine establishments as stated in Laredo Land Development Code Section 24.65.14.16.

(17) Halfway Houses (Criminal) are permitted provided such facility or facilities are located a distance of more than five hundred (500’) feet from the nearest boundary line of the nearest residential district.

(18) Reception Halls (Outdoor) are permitted in B-4, M-1, M-2, MXD provided the use is located 300 feet from an R-District, measured along property lines of the street fronts and from front door of the reception hall to the boundary of the nearest R-District, and in direct lines across intersections.

Section 5 Laredo Land Development Code, Article VI, Section 24-94.5 is here-by amended as follows:

Section 24.94.5 CONDITIONAL USE PERMIT APPLICATION SUBMITTAL CRITERIA

A. All Conditional Use Permit applications must conform to all of the following criteria:

1. Applications for properties currently zoned A-G, R-S, R-1, R-1A, R-1-MH, or RSM may only seek conditional use status for those uses permitted by zones R-S, R-1, R-1A, R-1-MH, RSM, R-2, R-3, R-O or B-1 of higher intensity.

2. Applications for properties currently zoned, R-2, R-3, or R-O, may only seek conditional use status for those uses permitted by R-3, R-O, B-1 or B-3 of higher intensity.

   a. Properties currently zoned Historic Residential Office (H-R-O), may seek conditional use status for a Reception Hall (outdoor) use, and are exempt from the distance requirement as provided in Section 24-65.15(18).

3. Applications for properties currently zoned B-1, B-1R, CBD, AE, B-3 or B-4 may only seek conditional use status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1 of higher intensity.

4. Applications for properties currently zoned M-1 or M-2, may only seek conditional use status for those uses permitted by zones M-2 or MXD of higher intensity.

5. The site of the proposed conditional use or any improvements thereon are not in violation of any local, state, or federal law (other than zoning violation).

6. Application for Conditional Use Permit is prohibited if the existing underlying zoning requires a Special Use Permit for the proposed use.

7. Any Conditional Use Permit authorized for a use, normally requiring a Special Use Permit in any district, must conform at a minimum with the performance standards required of that Special Use Permit.

8. The use and site plan for the proposed conditional use shall conform, at a minimum, with all applicable provisions of the Land Development Code for the existing underlying zoning designation, including but not limited to:

   a. Site Development Standards. All parking, landscaping, signage, improvement and dimensional standards

   b. Zoning Districts Standards. The purpose of the zoning district in which the proposed conditional use is to be located and any standards applicable to the particular proposed use.

9. Conditional use status may only be authorized for proposed use. Application for conditional use status is prohibited for the purpose of deviation from any applicable development standards normally required by the existing underlying zoning, including, but not limited to signage, landscaping, parking, paving or dimensional requirements.

10. Existing or previously legal-nonconforming structures may apply for conditional use status and are not limited by conditional use permit application parameters as stipulated in Sections 24.94.5.1 through 24.94.5.4 and 24.94.5.9.

11. Conditional use status may be sought if the site has a non-conforming use which has been in existence for ten (10) or more years.

12. Conditional use status may not be sought for uses requiring less intense zoning designation than that which currently exists on site.

Section 6. 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 7. The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

Section 8. This Ordinance shall become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Laredo.

Section 9. Cumulative - 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 10. Severability - 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 11. Open Meeting – The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during the which this ordinance and the subject matter was considered and approves confirms such written notice and the contents and posting hereof.

ORDINANCE NO. 2023-O-178

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2023.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Final Reading of Ordinances 19.

City Council-Regular
Meeting Date: 09/18/2023
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Guillermo Heard, Fire Chief/EMC

SUBJECT

2023-O-179 Authorizing the City Manager to accept a grant and appropriate the funds from the Department of Homeland Security (DHS) and the Federal Emergency Management Agency for the FY 2023 Shelter and Services Program to provide services to individuals and families released from DHS custody and amend the FY 22-23 General Fund budget by increasing revenues and expenditures in the amount of $5,961,992.00. Additionally, amending the FY 2022-2023 Full-Time Equivalent position listing by adding one Assistant Emergency Management Coordinator (pay grade 210) and one Administrative Assistant (pay grade 203). The performance period is March 1, 2023, through September 30, 2025.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

U.S. Customs and Border Protection (CBP) transferred $800 million to FEMA to support sheltering and related activities provided by non-federal entities.

On July 12, 2023, the Laredo Fire Department submitted a request for funding from the DHS and FEMA to provide shelter and other services to families and individuals encountered by DHS. The key eligible dates for funding is from March 1, 2023-September 30, 2025. The Fiscal Year (FY) 2023 Shelter and Services Program (SSP) provides grant funding to non-federal entities that serve noncitizen migrants recently released from DHS custody to provide shelter, food, transportation, acute medical care, personal hygiene supplies, and case management services, and to provide funding to non-federal entities to increase their capacity to shelter noncitizen migrants recently released from DHS custody, including renovations and modifications to existing facilities.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of this ordinance.

Fiscal Impact

Fiscal Year:	2023-2024
Bugeted Y/N?:	N/A
Source of Funds:	FEMA/DHS
Account #:	101
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Project Number:
23SSP
Revenue Account: 101-0000-321-6101
Expense Account: 101-9810-553-6302

Attachments

2023-O-179

ORDINANCE 2023-O-179

AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT, APPROVE A PROGRAM, AND APPROPRIATE FUNDS FROM THE DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR THE FY 2023 SHELTER AND SERVICES PROGRAM (SSP) IN THE AMOUNT OF $5,961,992.00; AND AMEND THE FY 2023-2023 FULL-TIME EQUIVALENT POSITION LISTING BY ADDING ONE (1) ASSISTANT EMERGENCY MANAGEMENT COORDINATOR (210) AND ADMINISTRATIVE ASSISTANT (203). THERE IS NO GRANT MATCH REQUIREMENT FOR THE SSP PROGRAM. THE PERIOD PERFORMANCE IS MARCH 1, 2023 THROUGH SEPTEMBER 30, 2025.

WHEREAS, the City Manager is authorized to apply for, accept, reject, alter, or terminate this grant on behalf of the City of Laredo; and

WHEREAS, the City of Laredo will accept the grant in the amount of $5,961,992.00 from DHS/FEMA Shelter and Services Program; and

WHEREAS, a budget amendment to the FY 2023-2024 Fire Department General Fund is required in accordance with the acceptance of the grant; and

WHEREAS, fund appropriation in the amount of $5,961,992.00 in the Special Fire Grant Fund is necessary and in the best interest of the City of Laredo; and

WHEREAS, a public hearing and introductory ordinance was held on September 5, 2023.

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

Section 1. Authorizing the City Manager to accept a grant, approve a program, and appropriate funds from the Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) for the FY 2023 Shelter and Services Program (SSP) in the amount of $5,961,992.00; and amend the FY 2023-2023 full-time equivalent position listing by adding one (1) Assistant Emergency Management Coordinator (210) and Administrative assistant (203). There is no grant match requirement for the SSP program.

Section 2. The funds will be deposited in the City of Laredo Fire Department Special Fire Grant Fund.

PASSED BY THE LAREDO CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2023.

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY
APPROVED AS TO FORM:

APPROVED AS TO FORM:

DOANH T. NGUYEN
CITY ATTORNEY

JOAQUIN A. RODRIGUEZ
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances 20.

City Council-Regular
Meeting Date: 09/18/2023
Initiated By: Joseph W. Neeb, City Manager

Staff Source: Gilberto Sanchez, Airport Director

SUBJECT

2023-O-180 Authorizing the City Manager to amend the City of Laredo FY 2023 Airport Operations Budget to accept and appropriate revenues and expenses by the amount of $7,664,558.00 for Federal Aviation Administration Grant No. 3-48-0136-104-2023. This grant will be used for the construction of Taxiways J1 & J2 at the Laredo International Airport. Local match is $851,618.00 and is available in the Airport Operations fund; providing for severability; and providing for an effective date.

PREVIOUS COUNCIL ACTION

2023-O-155

BACKGROUND

The objective of the construction of the two new connector taxiways will enable the airport to be in compliance with FAA Standards. The existing Taxiway C gives direct access from the cargo apron to Runway 18L/36R which is in violation of FAA standards, the proposed project will include the construction of two new taxiways connectors between Runway 18L-36R and Taxiway J and the decommissioning of Taxiway C between Runway 18L-36R and Taxiway J. The project also includes decommissioning of the end in taxiway at the end of Runway 36R, eliminating the connection from Taxiway F to Runway 36R.

The project will consist in the construction of approximately 13, 093 SY of new 17” concrete pavement, 5” of asphalt base course, 6” flexible base course, and asphalt concrete shoulders that include 4” asphalt surface course paving, and 18” flexible base course. The project also includes the demolition of Taxiway C from TWY J to Runway 18R-36L. Additionally, the project includes decoupling of Runway 36R and TWY J. Construction contract time for this project is 385 calendar days. The project is comprised of 1 base bid and 3 bid alternates.

Benefits with the construction of Taxiways J1 and J2 include:
- Enhance safety and operational efficiency by creating 2 new access paths.
- Conformance with FAA standards by eliminating a direct access to a runway.
-Improved safety with the elimination of an end in taxiway connection from TWY J to Runway 36R.
-Improve drainage (RCP, intels)

This project is in conformance with the Airport Master Plan and the Airport Layout Plan.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the approval of this ordinance.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	N
Source of Funds:	FAA Grant
Account #:	
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	
Revenue: 242-0000-322-2065	
Expense: 242-3647-585-9301	

Attachments

Grant 104 Agreement
Grant 104 Audit
2023-O-180

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southwest Region
Texas

Texas Airports District Office:
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

August 21, 2023

Mr. Gilberto Sanchez
Airport Director
Laredo International Airport
5210 Bob Bullock Loop
Laredo, Texas 78402

Dear Mr. Gilberto Sanchez:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-48-0136-104-2023 at Laredo International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 15, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Marcelino Sanchez, (817) 222-5652, marcelino.sanchez@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Kim Brockman (Aug 21, 2023 10:23 CDT)

Kim Brockman
Acting Manager
Texas Airports District Office
]

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 21, 2023
Airport/Planning Area	Laredo International Airport
FY2023 AIP Grant Number	3-48-0136-104-2023
Unique Entity Identifier	LZRUPGSSFEL1

TO: City of Laredo
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 13, 2023, for a grant of Federal funds for a project at or associated with the Laredo International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Laredo International Airport (herein called the "Project") consisting of the following:

Construct Taxiways J1 and J2

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project

Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $7,664,558.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 0 for planning;
   $ 7,664,558 airport development; and,
   $ 0 for land acquisition.

   The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to

expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 15, 2023 or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the

Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.

2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or

ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –

a) Associated with performance under this Grant; or

b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –

i. Associated with performance under this Grant; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.

2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions*. For purposes of this Grant Condition:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or

ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.

ii. Includes:

a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 2015, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;

ii. Gross waste of Federal funds;
iii. An abuse of authority relating to implementation or use of Federal funds;
iv. A substantial and specific danger to public health or safety; or
v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
v. A court or grand jury;
vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

28. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Kim Brockman (Aug 21, 2023 10:23 CDT)
(Signature)

Kim Brockman
(Typed Name)

Acting Manager, Texas ADO
(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated August 21, 2023

City of Laredo

(Name of Sponsor)

Joseph W Neeb

Joseph W Neeb (Aug 21, 2023 11:18 CDT)

(Signature of Sponsor's Authorized Official)

By: Joseph W Neeb

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Doanh T. Nguyen , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Texas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at August 21, 2023

By: Doanh T. Nguyen
Doanh T. Nguyen (Aug 21, 2023 15:58 CDT)

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. 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).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1] [2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or
   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Laredo**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer

land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of June 13, 2023.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

LRD-SWG-3-48-0136-104-2023-Grant Agreement

Final Audit Report 2023-08-21

Created:	2023-08-21
By:	FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATLys9WtT4eXZ_t_sShVrJJcJ2WnxHd2l

"LRD-SWG-3-48-0136-104-2023-Grant Agreement" History

Document created by FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)
2023-08-21 - 12:58:50 PM GMT- IP address: 155.178.180.12

Document emailed to kim.brockman@faa.gov for signature
2023-08-21 - 3:18:01 PM GMT

Email viewed by kim.brockman@faa.gov
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Signer kim.brockman@faa.gov entered name at signing as Kim Brockman
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Signer jneeb@ci.laredo.tx.us entered name at signing as Joseph W Neeb
2023-08-21 - 4:18:52 PM GMT- IP address: 198.135.47.250

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Signature Date: 2023-08-21 - 4:18:54 PM GMT - Time Source: server- IP address: 198.135.47.250

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2023-08-21 - 8:58:14 PM GMT- IP address: 198.135.47.250

Signer dnguyen@ci.laredo.tx.us entered name at signing as Doanh T. Nguyen

2023-08-21 - 8:58:43 PM GMT- IP address: 198.135.47.250

Document e-signed by Doanh T. Nguyen (dnguyen@ci.laredo.tx.us)

Signature Date: 2023-08-21 - 8:58:45 PM GMT - Time Source: server- IP address: 198.135.47.250

Agreement completed.

2023-08-21 - 8:58:45 PM GMT

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ORDINANCE 2023-O-180

AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO FY 2023 AIRPORT OPERATIONS BUDGET TO ACCEPT AND APPROPRIATE REVENUES AND EXPENSES BY THE AMOUNT OF $7,664,558.00 FOR FEDERAL AVIATION ADMINISTRATION GRANT NO. 3-48-0136-104-2023. THIS GRANT WILL BE USED FOR THE CONSTRUCTION OF TAXIWAYS J1 & J2 AT THE LAREDO INTERNATIONAL AIRPORT. LOCAL MATCH IS $851,618.00 AND IS AVAILABLE IN THE AIRPORT OPERATIONS FUND. PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Airport Director recommends that the Mayor and City Council authorize the City Manager to amend the City of Laredo FY 2023 Airport Operations Budget to accept and appropriate revenues and expenses by the amount of $7,664,558.00 for Federal Aviation Administration Grant No. 3-48-0136-104-2023; and

WHEREAS, the FY 2022-2023 budget shall be amended to appropriate revenues and expenditures in the amount of $7,664,558.00; and

WHEREAS, said grant will be used for the reconstruction of Taxiways J1 & J2 at the Laredo International Airport. Local match is $851,618.00; and

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Director agrees with the same.

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

SECTION 1. The Mayor and City Council authorize the City Manager to amend the City of Laredo FY 2023 Airport Operations Budget to accept and appropriate revenues and expenses by the amount of $7,664,558.00 for Federal Aviation Administration Grant No. 3-48-0136-104-2023. This grant will be used for the reconstruction of Taxiways J1 & J2 at the Laredo International Airport. Local match is $851,618.00.

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

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

incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2023.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

Final Reading of Ordinances 21.

City Council-Regular
Meeting Date: 09/18/2023
Initiated By: Joseph W. Neeb, City Manager

Staff Source: Gilberto Sanchez, Airport Director

SUBJECT

2023-O-181 Authorizing the City Manager to amend the City of Laredo FY 2023 Airport Operations Budget to accept and appropriate revenues and expenses by the amount of $1,646,457.00 for Federal Aviation Administration Grant No. 3-48-0136-105-2023. This grant will be used for the Rehabilitate Terminal Building at the Laredo International Airport. Local match is $182,940.00 and is available in the Airport Operations fund; providing for severability; and providing for an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The terminal was constructed in 1998 to a satisfactory level of service that no longer meets today's requirements. Implementation of increased passenger screening put in place after 9/11 has caused the passenger screening operations to be conducted in a smaller area than what is needed for proper passenger flow. Current requirements for the SSCP have increased the demands on the aging facility. The extended queue has pushed into spaces originally designated as circulation space. The escalators also lead up directly to the queue of the SSCP which creates separate but intricately connected passenger safety considerations. The existing escalator equipment is also aging and requires repairs beyond routine maintenance.

Benefits anticipated:
- Improved safety by addressing existing operational deficiencies.
- Improved passenger experience by enhancing and expanding operations to meet current and future demands.
- Reduced maintenance cost by replacing elevators, escalators, and roof which have reached their end of life.
- Improved passenger experience by adding a Service Animal Relief Area, a mother's room for nursing passengers, and addressing numerous building code issues.

This project is in conformance with the Airport Master Plan and the Airport Layout Plan.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this introductory ordinance.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	N
Source of Funds:	FAA Grant
Account #:	
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	
Revenue: 242-0000-322-2066	
Expense: 242-3638-585-9301	

Attachments

Grant 105 Agreement and Audit
Ordinance No. 2023-O-181

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southwest Region
Texas

Texas Airports District Office:
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

August 21, 2023

Mr. Gilberto Sanchez
Airport Director
Laredo International Airport
5210 Bob Bullock Loop
Laredo, Texas 78402

Dear Mr. Gilberto Sanchez:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-48-0136-105-2023 at Laredo International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 15, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Marcelino Sanchez, (817) 222-5652, marcelino.sanchez@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Kim Brockman (Aug 21, 2023 10:27 CDT)

Kim Brockman
Acting Manager
Texas Airports District Office

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2023 AIRPORT INFRASTRUCTURE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 21, 2023
Airport/Planning Area	Laredo International Airport
Airport Infrastructure Grant Number	3-48-0136-105-2023
Unique Entity Identifier	LZRUPGSSFEL1

TO: City of Laredo
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 16, 2023, for a grant of Federal funds for a project at or associated with the Laredo International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Laredo International Airport (herein called the "Project") consisting of the following:

Rehabilitate Terminal Building

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $1,646,457.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 0 for planning
   $ 1,646,457 airport development; and,
   $ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the Grant only allowable costs incurred up to the end of the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 15, 2023, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

a. May not be increased for a planning project;

b. May be increased by not more than 15 percent for development projects if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or

2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.

2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or

ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –

a) Associated with performance under this Grant; or

b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on

Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity*. We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    i. Associated with performance under this Grant; or
    ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient*.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions*. For purposes of this Grant Condition:

1. "Employee" means either:
    i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.

ii. Includes:

a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 2015, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;
ii. Gross waste of Federal funds;
iii. An abuse of authority relating to implementation or use of Federal funds;
iv. A substantial and specific danger to public health or safety; or
v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
v. A court or grand jury;
vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications.** Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

SPECIAL CONDITIONS

27. **Mothers' Rooms.** As a small, medium or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).

28. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Kim Brockman (Aug 21, 2023 10:27 CDT)

(Signature)

Kim Brockman

(Typed Name)

Acting Manager, Texas ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated August 21, 2023

City of Laredo

(Name of Sponsor)

Joseph W Neeb

Joseph W Neeb (Aug 21, 2023 11:19 CDT)

(Signature of Sponsor's Authorized Official)

By: Joseph W Neeb

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Doanh T. Nguyen , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Texas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at August 21, 2023

By: Doanh T. Nguyen (Aug 21, 2023 15:57 CDT)

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. 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);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4,5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or

   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Laredo**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for BIL projects as of August 11, 2023.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

LRD-SWG-3-48-0136-105-2023-Grant Agreement

Final Audit Report 2023-08-21

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"LRD-SWG-3-48-0136-105-2023-Grant Agreement" History

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2023-08-21 - 1:06:23 PM GMT- IP address: 155.178.180.12

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Signer kim.brockman@faa.gov entered name at signing as Kim Brockman
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Document e-signed by Kim Brockman (kim.brockman@faa.gov)
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Signer jneeb@ci.laredo.tx.us entered name at signing as Joseph W Neeb
2023-08-21 - 4:19:26 PM GMT- IP address: 198.135.47.250

Document e-signed by Joseph W Neeb (jneeb@ci.laredo.tx.us)
Signature Date: 2023-08-21 - 4:19:28 PM GMT - Time Source: server- IP address: 198.135.47.250

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2023-08-21 - 8:56:56 PM GMT- IP address: 198.135.47.250

Signer dnguyen@ci.laredo.tx.us entered name at signing as Doanh T. Nguyen

2023-08-21 - 8:57:46 PM GMT- IP address: 198.135.47.250

Document e-signed by Doanh T. Nguyen (dnguyen@ci.laredo.tx.us)

Signature Date: 2023-08-21 - 8:57:48 PM GMT - Time Source: server- IP address: 198.135.47.250

Agreement completed.

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ORDINANCE 2023-O-181

AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO FY 2023 AIRPORT OPERATIONS BUDGET TO ACCEPT AND APPROPRIATE REVENUES AND EXPENSES BY THE AMOUNT OF $1,646,457.00 FOR FEDERAL AVIATION ADMINISTRATION GRANT NO. 3-48-0136-105-2023. SAID GRANT WILL BE USED FOR THE REHABILITATION OF THE PASSENGER TERMINAL AT THE LAREDO INTERNATIONAL AIRPORT. LOCAL MATCH IS $182,940.00 AND IS AVAILABLE IN THE AIRPORT OPERATIONS FUND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Airport Director recommends that the Mayor and City Council authorize the City Manager to amend the City of Laredo FY 2023 Airport Operations Budget to accept and appropriate revenues and expenses by the amount of $1,646,457.00 for Federal Aviation Administration Grant No. 3-48-0136-105-2023.

WHEREAS, the FY 2022-2023 budget shall be amended to appropriate revenues and expenditures in the amount of $1,646,457.00; and

WHEREAS, said grant will be used for the rehabilitation of the Passenger Terminal at the Laredo International Airport. Local match is $182,940.00; and

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Director agrees with the same.

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

SECTION 1. The Mayor and City Council authorize the City Manager to amend the City of Laredo FY 2023 Airport Operations Budget to accept and appropriate revenues and expenses by the amount of $1,646,457.00 for Federal Aviation Administration Grant No. 3-48-0136-105-2023. This grant will be used for the rehabilitation of the Passenger Terminal at the Laredo International Airport. Local match is $182,940.00.

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

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

SECTION 4. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2023.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

Final Reading of Ordinances 22.

City Council-Regular
Meeting Date: 09/18/2023
Initiated By: Joseph W. Neeb, City Manager

Staff Source: Gilberto Sanchez, Airport Director

SUBJECT

2023-O-182 Amending Ordinance No. 2023-O-070; by further amending Laredo Municipal Code, Chapter 4 - Airport, Article I - In General, Section 4-7. Definitions and Section 4-8. Landing fees; adding and clarifying definitions pertinent to the article; amending "Landing Fees" to include general aviation aircraft language in landing fee rate for non-signatory non-tenant airlines, including "Airport's Designated Contractor" language; including "aircraft operator may be liable for interest on the past due balance"; providing that this ordinance shall be cumulative; providing a severability clause; providing for publication; and providing an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

August 23, 1999, Ordinance No. 1999-O- 242
August 19, 2002, Ordinance No. 2002-O-195
October 3, 2005, Ordinance No. 2005-O-243
September 17, 2012, Ordinance No. 2012-O-135
April 17, 2023, Ordinance No. 2023-O-070

BACKGROUND

Chapter 4 "Airport", Article I, Sections 4-8 of the City of Laredo Code of Ordinances establishes the collection of Landing Fees and Landing Fee Rates for the Laredo International Airport. The current Ordinance needs to be amended to reflect how billing is occurring, to further define those being billed and exempted, how landing fees are calculated.

The proposed changes are as follows:

WHEREAS, the Airport Director recommends that the City Council approve the proposed ~~commercial~~ aircraft landing fees and landing fee rate ordinance, in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport; and

Section 1: Definitions:

~~Airline~~ ~~*General Aviation/Airline:*~~ ~~General Aviation/Airline~~ ***"Airline"*** Any provider of scheduled or non-scheduled air carrier service to include air feeder line, supplemental air carrier, charter service or air taxi service.

"General Aviation Aircraft": shall mean any Aircraft that is not a Commercial Aircraft on scheduled & non-scheduled flights.

"Commercial ~~a~~***A***ircraft: Any aircraft operated either for passenger, ~~or~~ cargo ***or other for-hire*** purposes on scheduled or non-scheduled flights, by a scheduled air carrier, an air feeder line, a supplemental air carrier, a charter service or an air taxi service. "Fee Landings" (in the singular, or in the plural form) ***shall mean*** the actual landings of aircraft ~~by the Airline~~ at Airport, whether such be in revenue, or non-revenue service, except those which return to Airport prior to landing at another airport for weather, mechanical, or emergency reasons.

"Signatory Airlines" shall mean those ~~a~~***A***irlines, including code sharing or affiliates of such airlines, providing Air Transportation to and from the Airport that have executed agreements with Airport.

"Non-Signatory Tenant Airlines" shall mean those ~~a~~***A***irlines, including code sharing or affiliates of such airlines, providing Air Transportation to and from the Airport that do not have an executed agreement with Airport with respect to paying and reporting landing activity and lease or sublease space at Airport.

"Non-Signatory Non-Tenant Airlines" shall mean those ~~a~~***A***irlines, including code sharing or affiliates of such airlines, providing Air Transportation to and from the Airport that do not have an executed agreement with Airport with respect to paying and reporting landing activity and do not lease or sublease space at Airport.

"Air ~~a~~***A***mbulance" shall mean any aircraft specifically constructed, modified, or equipped and used for the primary purpose of responding to emergency calls and transporting critically ill or injured patients whose medical flight crew has at a minimum two attendants certified or licensed in advanced life support.

"A ~~m~~***M***aintenance ~~f~~***F***light" shall mean a flight of an aircraft with an airworthiness certificate or with a permit to fly which is carried out for troubleshooting purposes or to check the functioning of one or more systems, parts, or appliances after maintenance, if the functioning of the systems, parts or appliances cannot be established during ground checks**.**

Section 2: The Landing Fees shall be determined by multiplying the Landing Fee Rate times the total number of thousand pounds of maximum certificated gross landing weight of ***the*** ~~Airlines~~ aircraft making Fee Landings at Airport.

The Landing Fee Rate for Non-Signatory Non-Tenant Airlines & ***General Aviation***

Aircraft is increased to ~~from~~ Two Dollars ($2.00) until this Ordinance is amended by City of Laredo.

Section 3: ***All*** Airlines shall furnish to Airport ***and Airport's designated*** contractor on or before, the fifteenth (15th) day of each month, a written report, in a form approved by Airport, showing Airline's Fee Landings at Airport during the preceding month; such report shall include the number and the type of aircraft and the maximum certificated gross landing weight thereof and to include the net cargo landed and enplaned at Airport.

Section 6: ~~Airline shall pay to Airport the~~ Landing Fees ***are*** due for the preceding month within twenty (20) days of the succeeding month. If ~~Airline~~ ***aircraft operator*** fails to pay said Landing Fees when due and payable as stated, herein, then ~~Airline~~ ***aircraft operator may be liable for*** ~~shall pay~~ ***interest on the past due balance*** ~~to Airport,~~ calculated at the rate of one and one half percent per month, calculated on a daily basis.

Section 7: Notwithstanding anything to the contrary contained herein, Airline ***and Non-Airline*** shall not be exempt from paying Landing Fees on a particular landing or landings when the Airline ***and Non-Airline*** purchased aviation fuel at Airport corresponding to that landing or landings and paid the Fuel Flowage Fee charged on fuel sales.

Section 8:The City Manager be and is hereby authorized to implement the ~~commercial~~ aircraft landing fees and landing rate ordinance for the Laredo International Airport.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the approval of this ordinance.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	N
Source of Funds:	
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Revenue will be deposited to the accounts below:

242-0000-361-2061 Passenger Landing Fees
242-0000-361-2062 Cargo Landing Fees

Attachments

Ordinance No. 2023-O-182

ORDINANCE NO. 2023-O-182

AMENDING ORDINANCE NO. 2023-O-070; BY FURTHER AMENDING LAREDO MUNICIPAL CODE, CHAPTER 4 – AIRPORT, ARTICLE I – IN GENERAL, SECTION 4-7. DEFINITIONS AND SECTION 4-8. LANDING FEES; ADDING AND CLARIFYING DEFINITIONS PERTINENT TO THE ARTICLE; AMENDING "LANDING FEES" TO INCLUDE GENERAL AVIATION AIRCRAFT LANGUAGE IN LANDING FEE RATE FOR NON-SIGNATORY NON-TENANT AIRLINES, INCLUDING "AIRPORT'S DESIGNATED CONTRACTOR" LANGUAGE; INCLUDING "AIRCRAFT OPERATOR MAY BE LIABLE FOR INTEREST ON THE PAST DUE BALANCE"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the City Council approve the proposed ~~commercial~~ aircraft landing fees and landing fee rate ordinance, in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport; and

WHEREAS, the proposed amendments of said ordinance is in the best interest of the Laredo International Airport; and

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Director and agrees with same.

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

Section 1: Definitions:

"Laredo International Airport" or "Airport": That certain area administered by City of Laredo pursuant to Indenture from the United States of America to the City of Laredo, dated February 21, 1975, and consisting of all the area bounded by Saunders Street to the South, McPherson Avenue to the West, Lake Casa Blanca to the East and undeveloped land to the North, and being more particularly described in that certain Deed of indenture filed in Volume 478 at page 471 of the Deed of Records of Webb County, Texas, this also includes the Airport Manager.

~~Airline~~ ~~General Aviation/Airline~~ **"*Airline*"**: Any provider of scheduled or non-

scheduled air carrier service to include air feeder line, supplemental air carrier, charter service or air taxi service.

"General Aviation Aircraft": shall mean any Aircraft that is not a Commercial Aircraft on scheduled & non-scheduled flights.

"Commercial ~~a~~**A**ircraft: Any aircraft operated either for passenger, ~~or~~ cargo ***or other for-hire*** purposes on scheduled or non-scheduled flights, by a scheduled air carrier, an air feeder line, a supplemental air carrier, a charter service or an air taxi service.

"Maximum certificated gross landing weight" the maximum landing weight approved by the Federal Aviation Administration, or its successor in duties, for landing that aircraft at Airport.

"Fee Landings" (in the singular, or in the plural form) ***shall mean*** the actual landings of aircraft ~~by the Airline~~ at Airport, whether such be in revenue, or non-revenue service, except those which return to Airport prior to landing at another airport for weather, mechanical, or emergency reasons.

"Signatory Airlines" shall mean those ~~a~~***A***irlines, including code sharing or affiliates of such airlines, providing Air Transportation to and from the Airport that have executed agreements with Airport.

"Non-Signatory Tenant Airlines" shall mean those ~~a~~***A***irlines, including code sharing or affiliates of such airlines, providing Air Transportation to and from the Airport that do not have an executed agreement with Airport with respect to paying and reporting landing activity and lease or sublease space at Airport.

"Non-Signatory Non-Tenant Airlines" shall mean those ~~a~~***A***irlines, including code sharing or affiliates of such airlines, providing Air Transportation to and from the Airport that do not have an executed agreement with Airport with respect to paying and reporting landing activity and do not lease or sublease space at Airport.

"Angel Flights" shall mean air carriers and organizations that provide free air transportation for passengers in need of medical treatment.

"Based Aircraft" shall mean aircraft operated by a based operator for which the payment of airport fees are settled according to the valid aircraft based agreement.

"Air ~~a~~***A***mbulance" shall mean any aircraft specifically constructed, modified, or equipped and used for the primary purpose of responding to emergency calls and transporting critically ill or injured patients whose medical flight crew has at a minimum two attendants certified or licensed in advanced life support.

"A ~~m~~***M***aintenance ~~f~~***F***light" shall mean a flight of an aircraft with an airworthiness certificate or with a permit to fly which is carried out for troubleshooting purposes or to check the functioning of one or more systems, parts, or appliances after maintenance, if the functioning of the systems, parts or appliances cannot be established during ground checks**.**

Section 2: The Landing Fees shall be determined by multiplying the Landing Fee Rate times the total number of thousand pounds of maximum certificated gross landing weight of ***the*** ~~Airlines~~ aircraft making Fee Landings at Airport.

Fee is calculated per 1,000 lbs. of the aircraft weight, rounded to the nearest 1,000 lbs. Anything 499 lbs. and under are rounded down, while 500 lbs. and above are rounded up. The landing fee rate is then multiplied times the aircraft's weight, per 1,000 lbs.

Examples

1. Aircraft weighing 14,300 lbs. would be rounded down to 14,000 lbs.
    - Fee rate of $1.20: 14,000 lbs. x $1.20 = 16,800 / 1,000 lbs. = $16.80 total landing fee
2. Aircraft weighing 14,600 lbs. would be rounded up to 15,000 lbs.
    - Fee rate of $1.20: 15,000 lbs. x $1.20 = 18,000 / 1,000 lbs. = $18.00 total landing fee

The Landing Fee Rate for Signatory Airlines is increased ~~from~~ to One Dollar and Twenty Cents ($1.20) and will be so until this Ordinance is amended by City of Laredo.

The Landing Fee Rate for Non-Signatory Tenant Airlines is increased ~~from~~ to One Dollar and Fifty Cents ($1.50) until this Ordinance is amended by City of Laredo.

The Landing Fee Rate for Non-Signatory Non-Tenant Airlines & ***General Aviation Aircraft*** is increased to ~~from~~ Two Dollars ($2.00) until this Ordinance is amended by City of Laredo.

Exempt from landing fees are the following:

- Federal and Military Aircraft (Not to include – Touch and Go's)
- Based Aircraft
- Texas government aircraft registered with the FAA to Texas

Not exempt from landing fees are the following:

- Aircraft FAA registered to states other than Texas
- Training Flights (Touch and Go's)
- Angel Flights upon discretion of Airport Director
- Maintenance Flights
- Air Ambulance Flights

- Aircraft subcontracted with USDA for firefighting purposes

Section 3: ***All*** Airline***s*** shall furnish to Airport ***and Airport's designated contractor*** on or before, the fifteenth (15th) day of each month, a written report, in a form approved by Airport, showing Airline's Fee Landings at Airport during the preceding month; such report shall include the number and the type of aircraft and the maximum certificated gross landing weight thereof and to include the net cargo landed and enplaned at Airport.

Section 4: Airline and ground Handling providers shall report to Airport on or before the fifteenth (15th) day of each month for the preceding month, a written report, showing the number of aircraft landings by types of aircraft, for which it provided ground handling services of any kind, to include Airlines which do not have written agreements with Airport to use the Airport, and the names and addresses of operators of such aircraft.

Section 5: Is deleted.

Section 6: ~~Airline shall pay to Airport the~~ Landing Fees ***are*** due for the preceding month within twenty (20) days of the succeeding month. If ~~Airline~~ ***aircraft operator*** fails to pay said Landing Fees when due and payable as stated, herein, then ~~Airline~~ ***aircraft operator may be liable for*** ~~shall pay~~ ***interest on the past due balance*** ~~to Airport~~, calculated at the rate of one and one half percent per month, calculated on a daily basis.

Section 7: Notwithstanding anything to the contrary contained herein, Airline ***and Non-Airline*** shall not be exempt from paying Landing Fees on a particular landing or landings when the Airline ***and Non-Airline*** purchased aviation fuel at Airport corresponding to that landing or landings and paid the Fuel Flowage Fee charged on fuel sales.

Section 8: The City Manager be and is hereby authorized to implement the ~~commercial~~ aircraft landing fees and landing rate ordinance for the Laredo International Airport.

Section 9: 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 10: 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 11: This Ordinance shall become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Laredo.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF_____, 2023.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

Final Reading of Ordinances 23.

City Council-Regular
Meeting Date: 09/18/2023
Initiated By: Joseph W. Neeb, City Manager

Staff Source: Gilberto Sanchez, Airport Director

SUBJECT

2023-O-183 Authorizing the City Manager to accept an award of a grant from the Office of The Governor's Homeland Security Grants Division (HSGD), as a supplemental award, for the purpose of funding the FY 2022 Operation Stone Garden Grant (OPSG) and amending the FY 2023 budget by appropriating revenues and expenditures in the amount of $42,833.00. This funding shall be utilized for expenses used for Stone Garden operations by airport law enforcement. No local match is required.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The Laredo International The U.S. Border Patrol, Laredo Sector, Webb County Sheriff's Office (WCSO), Laredo Police Department (LPD) and the Airport Police, will combine efforts to bolster Homeland Security related efforts in the Laredo Sector Area of Responsibility (AOR).

Application #3335706
Federal/State Award ID Number: EMW-2022-SS-00021
Fiscal Year: 2022
Amount Approved: $42,833
Operated Order Dates: 03/01/2023 - 02/29/2024

Historically, WCSO and LPD have diligently coordinated their efforts with the Officer of Border Patrol Laredo Sector to safeguard the country's borders. In the first operation Stonegarden, WCSO participated in joint ventures to increase visibility in pursuit of an elevated level of homeland security. This year LPD, Airport Police, and again WCSO, will provide 2nd-tier, force-multiplier assets to work in partnership with the Laredo Sector Border Stations. Operation Laredo Region Stonegarden encompasses the core elements of the National Border Patrol Strategy. The Laredo International Airport is the first airport in the nation to apply for and receive Stonegarden Grant monies.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the approval of this ordinance.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	N
Source of Funds:	Airport
Account #:	
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	
Revenue:	
242-0000-323-6013	
Expenses:	
242-3646-584-9900	

Attachments

Award Letter

Ordinance No. 2023-O-183

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer Public Safety Office grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy
Executive Director
Public Safety Office

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3335706	**Award Amount:**	$42,833.00
Date Awarded:	8/22/2023	**Grantee Cash Match:**	$0.00
Grant Period:	03/01/2023 - 02/29/2024	**Grantee In Kind Match:**	$0.00
Liquidation Date:	05/29/2024	**Grantee GPI:**	$0.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)	**Total Project Cost:**	$42,833.00
Grantee Name:	Laredo, City of		
Project Title:	Webb-2022 OPSG-Laredo Intl. Airport Police		
Grant Manager:	Darryl Sanders		
Unique Entity Identifier (UEI):	LZRUPGSSFEL1		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	9/12/2022
Federal/State Award ID Number:	EMW-2022-SS-00021
Total Federal Award/State Funds Appropriated:	$103,385,451.00

Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

ORDINANCE NO. 2023-O-183

AUTHORIZING THE CITY MANAGER TO ACCEPT AN AWARD OF A GRANT FROM THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANTS DIVISION (HSGD), AS A SUPPLEMENTAL AWARD, FOR THE PURPOSE OF FUNDING THE FY 2022 OPERATION STONE GARDEN GRANT (OPSG) AND AMENDING THE FY 2023 BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $42,833. THIS FUNDING SHALL BE UTILIZED FOR EXPENSES USED FOR STONE GARDEN OPERATIONS BY AIRPORT LAW ENFORCEMENT. NO LOCAL MATCH IS REQUIRED.

WHEREAS, the Laredo International Airport has received a grant award from the Office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the FY 2022 Operation Stone Garden Grant (OPSG).

WHEREAS, the FY 2022-2023 budget shall be amended to appropriate revenues and expenditures in the amount of $42,833; and

WHEREAS, the Laredo International Airport will use the grant in the amount of $42,833for the purposes of funding of expenses used for Stone Garden Operations by Airport Law Enforcement; and

WHEREAS, the Laredo International Airport has agreed that in the event of a loss or misuse of funds, the Laredo International Airport assures that the funds will be returned to the Office of the Governor's Homeland Security Grants Division.

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

SECTION 1. Accept the award of a grant from the Office of The Governor's Homeland Security Grants Division (HSGD), as a supplemental award, for the purpose of funding the FY 2022 Operation Stone Garden Grant (OPSG) and amending the FY 2022 budget by appropriating revenues and expenditures in the amount of $42,833. This funding shall be utilized for expenses used for stone garden operations by airport law enforcement. No local match is required.

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

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

SECTION 4. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2023.

_____
DR. VICTOR H. TREVINO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

Final Reading of Ordinances 24.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager
Initiated By: Karla E Lozano

Staff Source: Jesus Esparza III, Budget Director

SUBJECT

2023-O-184 Adopting the proposed annual budget for Fiscal Year 2023-2024 by appropriating the proposed revenues, expenditures and balances reported therein for the year beginning October 1, 2023 and ending September 30, 2024, consistent with the financial plan described in said annual budget (see Exhibit "A") and motions approved by City Council at the public workshop on August 8-10, 2023 (see Exhibit "B") and the Holiday Schedule for Fiscal Year 2023-2024 (see Exhibit "C") and authorizing the Interim City Manager to implement said annual budget.**(As amended)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

Section 6.04 of the City Charter requires that the City budget be prepared, and it shall contain a general summary of its contents, a detail of estimated income, indicating the proposed property tax levy, with estimated collectible and uncollectible amounts, and all proposed expenditures, including debt service, for the ensuing fiscal year, and it must be arranged as to show comparative figures for estimated income and expenditures for the current fiscal year and actual income and expenditures of the preceding year.
Section 6.06 of the City Charter requires that the Council shall publish on five separate days in a newspaper of general circulation in the City a notice of the general summary of the budget and capital improvement projects. The notice must state: (1) the times and places where copies of the budget are available for inspection by the public, and (2) the time and place, no less than fourteen (14) calendar days after such publication, for a public hearing on the budget. The dates of publication were August 2 through August 7. The Council shall hold at least one public hearing during the period of its consideration.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends introduction of this ordinance.

Attachments

Holiday Schedule
Workshop Motions
Cover Page
Consolidated Budget
2023-O-184 Ordinance

CITY OF LAREDO
FY 2023-2024
HOLIDAY SCHEDULE

As per Ordinance, Section 2-58, Holidays

*The department shall insure that each one of their employees take the holiday assigned to them for that fiscal year; the employee shall take the personal holiday before the end of the fiscal year or lose it.

1.	**Founder's Day**	Monday, October 9, 2023
2.	**Veteran's Day**	Friday, November 10, 2023
3.	**Thanksgiving Day**	Thursday, November 23, 2023
4.	**Friday After Thanksgiving Day**	Friday, November 24, 2023
5.	**Christmas Eve**	Friday, December 22, 2023
6.	**Christmas Day**	Monday, December 25, 2023
7.	**New Year's Eve**	Friday, December 29, 2023
8.	**New Year's Day**	Monday, January 1, 2024
9.	**Martin Luther King, Jr. Day**	Monday, January 15, 2024
10.	**President's Day**	Monday, February 19, 2024
11.	**Friday before Easter Sunday**	Friday, March 29, 2024
12.	**Easter Monday**	Monday, April 1, 2024
13.	**Memorial Day/September 11 (Remembrance Day)**	Monday, May 27, 2024
14	**Juneteenth National Independence Day**	Wednesday, June 19, 2024
15.	**Independence Day**	Thursday, July 4, 2024
16.	**Labor Day**	Monday, September 2, 2024
17.	**Personal Holiday***	Date subject to department director's approval and after being employed with the City for one (1) year
18.	**Personal Holiday***	
19.	**Wellness Day****	Must have been employed with the City of Laredo for at least one (1) year and be covered under the City's Medical plan
20.	**Wellness Day****	

If the employee has to work on their designated holiday, they will be allowed to reschedule their holiday as determined by their department director. To ensure operating efficiency of the department, the employee must submit a three-day written notice unless a personal hardship does not allow for an advance notification.

**Wellness days are earned on a per fiscal year basis and activities must be completed by August 31st of each year to be eligible for the wellness days. Wellness day(s) off must be requested at least three-days in advance in order to ensure the operating efficiency of the respective department. Wellness Days off must be taken within the same fiscal year wellness activities were completed. Wellness Days will not carry over from one fiscal year to the next. A minimum of one wellness day must be taken (may not be broken down nor be used to complete hours). Employees who have worked less than one year may still participate in wellness activities; however, reward(s) will not be available.

CITY OF LAREDO
Motions During Proposed Budget Workshops
FY 2023-2024

Date	Time	Motion	Fund	Revenue	Expenditure
8/8	8:19	Motion to approve Hotel/Motel Third Party Funding as presented			
8/10	1:28	Motion to amend the current Utility rate ordinance to maintain existing residential rate at 5% for water, and 6% for sewer until a rate study could be done	557 & 559		
8/10	1:28	Motion to appropriate Utility Department's additional revenues and expenditures for $1.7M for water and $2M for sewer	557 & 559	$1,698,370 $2,013,760	$1,698,370 $2,013,760
8/10	1:34	Motion to provide an additional $500,000 for the Veterans Museum contingent that the Webb County match the additional funding and establishing a plan for maintenance and operation. Possible City funding would come from a onetime drawdown from General Fund.			
8/10	2:11	Motion to increase Building Department revenues by using the ICC 2021 family of codes and create new revenue sources, which will fund new software and expenses	101	$578,500	$578,500
8/10	4:44	Motion to rescind prior lump-sum motion, and approve a 3% COLA increase to all city employees across the board	All	$56,224	$345,350
8/10	4:56	Motion to approve additional funding to meet healthcare priorities with additional $218,431 funding from General Fund	101/226	$218,431	$218,431
8/10	4:56	Motion to approve General Fund Third-Party funding with an additional $105,000. $25,000 for Laredo Philharmonic, $25,000 for Laredo Regional Food Bank, and $55,000 for Smiles from Heaven			
8/10	4:57	Motion to approve the reduction of CIP Bond projects for Police annex funds by $4,651,000 and reduction from Fire Capital Outlay of $642,574. The funds are reallocating $1,043,574 to Street Construction, $200,000 to Boys and Girls Club Emergency Repairs and an additional $450,000 for each district and mayor priority funds			
8/10	5:02	Motion to approve CIP with presented changes			
8/10	5:13	Motion to appropriate $2M in the Consolidated Budget Health Fund from the closing fund balance to the operating expenditures	226		$2,000,000
8/10	5:13	Motion to add 7 FTE's to Health Fund: Licensed Vocational Nurse III, Promotional Program Supervisor, Program Promotion Specialist, Public information Specialist, Public Health Technician, Disease Intervention Manager, and Senior Office Assistant			

CITY OF LAREDO

Annual Budget



Fiscal Year
October 1, 2023 - September 30, 2024

Prepared By:
Budget Department

This budget will raise more total property taxes than last year's budget by $5,776,071 or 5.61% and of that amount $2,420,934 is tax revenue to be raised from new property added to the tax roll this year. **This additional amount is due entirely to increases in property tax valuations and new property added to the tax roll and NOT to any increase of the tax rate of $.570000, current proposed budget reflects a tax rate of $0.533945**

CITY OF LAREDO
CONSOLIDATED BUDGET
FY 2023-2024

FUND	Beginning Balance 10/1/2023	Revenues Excluding Transfers	Transfers	Revenues Including Transfers	Total Available	Operating Expenditures & Transfers	Closing Balance 9/30/2024
GOVERNMENTAL FUNDS							
GENERAL FUND	44,317,391	224,222,832	25,193,931	249,416,763	293,734,154	249,416,763	44,317,391
SPECIAL REVENUE FUNDS							
Community Development	-	3,228,384	-	3,228,384	3,228,384	3,228,384	-
Housing Rehab	132,291	113,600	-	113,600	245,891	84,246	161,645
Home Investment Partnership	166,404	1,385,999	50,000	1,435,999	1,602,403	1,503,376	99,027
Emergency Solutions Grant	-	299,176	-	299,176	299,176	299,176	-
Laredo Public Facility Corporation	123,531	26,950	-	26,950	150,481	76,315	74,166
Hamilton Housing	-	1,055,693	-	1,055,693	1,055,693	1,055,693	-
Home Investment Affordable Housing	-	50,000	-	50,000	50,000	50,000	-
Downtown TIRZ No. 1 - Operating Fund	850,906	622,078	-	622,078	1,472,984	911,710	561,274
Downtown TIRZ No. 1 - Construction Fund	-	129,520	-	129,520	129,520	129,520	-
Dowtown TIRZ No.2 - Operating Fund	-	61,889	-	61,889	61,889	61,889	-
American Rescue Plan Act	411,237	891,650	-	891,650	1,302,887	1,302,887	-
Auto Theft Task Force	-	1,403,025	482,700	1,885,725	1,885,725	1,885,725	-
Financial Task Force	-	872,271	70,000	942,271	942,271	942,271	-
Health Fund	755,112	20,422,332	3,919,292	24,341,624	25,096,736	25,096,736	-
Special Police Program	-	8,065,305	1,191,706	9,257,011	9,257,011	9,257,011	-
Airport	18,520,945	14,888,167	550,000	15,438,167	33,959,112	17,668,397	16,290,715
Hotel-Motel Tax	5,673,288	5,136,027	-	5,136,027	10,809,315	4,779,825	6,029,490
PEG Fund	808,443	366,400	-	366,400	1,174,843	366,400	808,443
Recreation Fund	538,367	499,100	300,054	799,154	1,337,521	756,850	580,671
Parkland Acquisition/Park Improv	805,144	1,160,686	-	1,160,686	1,965,830	1,160,686	805,144
Detoxification Center	2,596,428	1,000	360,000	361,000	2,957,428	2,957,428	-
Environmental Services	3,056,821	6,669,500	-	6,669,500	9,726,321	7,044,926	2,681,395
Environmental Services - Capital Proj.	-	128,880	-	128,880	128,880	128,880	-
Stormwater Improvement	507,190	2,632,046	-	2,632,046	3,139,236	2,505,796	633,440
Convention & Visitor's Bureau	139,554	21,650	3,805,500	3,827,150	3,966,704	3,966,704	-
Parking Meters Fund	949,438	1,499,015	-	1,499,015	2,448,453	1,718,582	729,871
Sports and Community Venue	20,410,508	11,996,397	-	11,996,397	32,406,905	18,915,689	13,491,216
Sports and Community Venue Debt Service	4,635,937	129,000	4,639,912	4,768,912	9,404,849	4,763,138	4,641,711
Sports and Community Venue- Capital Proj.	-	1,235,300	-	1,235,300	1,235,300	1,235,300	-
Sames Auto Arena	-	6,104,488	1,641,466	7,745,954	7,745,954	7,745,954	-
Unitrade Baseball Stadium	-	1,975,295	1,328,086	3,303,381	3,303,381	3,303,381	-
FAA Noise Abatement Lease Prg	282,642	2,385,710	-	2,385,710	2,668,352	2,668,352	-
911 Regional Communication	75,782	2,662,681	-	2,662,681	2,738,463	2,738,463	-
Keep Laredo Beautiful	53	31,000	142,677	173,677	173,730	173,730	-
Special Fire Grants	-	1,700	132,710	134,410	134,410	134,410	-
Max Mandel Golf Course	-	1,053,706	666,980	1,720,686	1,720,686	1,720,686	-
DEBT SERVICE FUNDS							
Debt Service	8,684,606	24,406,135	7,764,750	32,170,885	40,855,491	33,044,876	7,810,615
PERMANENT FUND							
Canseco Endowment Fund	83,028	3,300	-	3,300	86,328	15,790	70,538
CAPITAL PROJECTS FUNDS							
Capital Improvements Fund	7,451,850	3,472,808	10,639,375	14,112,183	21,564,033	21,564,033	-
Airport Construction Fund	-	3,600,500	50,000	3,650,500	3,650,500	3,650,500	-
Capital Projects	2,190,894	2,001,816	-	2,001,816	4,192,710	4,107,337	85,373

CITY OF LAREDO

CONSOLIDATED BUDGET

FY 2023-2024

FUND	Beginning Balance 10/1/2023	Revenues Excluding Transfers	Transfers	Revenues Including Transfers	Total Available	Operating Expenditures & Transfers	Closing Balance 9/30/2024
PROPRIETARY FUNDS							
ENTERPRISE FUNDS							
Bridge System / Operating	3,393,097	82,583,052	-	82,583,052	85,976,149	82,389,085	3,587,064
Bridge Construction	6,716,282	19,369,962	-	19,369,962	26,086,244	26,086,244	-
Bridge System - Debt Service	2,650,938	108,600	7,498,341	7,606,941	10,257,879	7,804,963	2,452,916
Bridge System - Capital Projects	1	124,460	-	124,460	124,461	124,460	1
Bridge Refrigerated Inspection Facility	186,225	23,030	15,000	38,030	224,255	224,254	1
Transit System- El Metro Operating	-	8,016,981	12,658,153	20,675,134	20,675,134	20,675,134	-
Transit System Sales Tax	9,784,354	11,401,902	-	11,401,902	21,186,256	14,932,321	6,253,935
Transit Center Facility Fund	-	635,275	443,983	1,079,258	1,079,258	1,079,258	-
Transit Capital Grants	-	8,062,315	1,425,241	9,487,556	9,487,556	9,487,556	-
Transit Capital Projects	-	21,890	-	21,890	21,890	21,890	-
Municipal Housing	133,413	2,348,176	-	2,348,176	2,481,589	2,481,589	-
Solid Waste Management	38,339,660	36,198,825	-	36,198,825	74,538,485	43,694,207	30,844,278
Solid Waste Capital Projects	-	376,000	-	376,000	376,000	376,000	-
Solid Waste Debt Service	-	-	7,135,597	7,135,597	7,135,597	7,135,597	-
Water System / Operating	59,744,581	65,787,736	-	65,787,736	125,532,317	64,530,681	61,001,636
Water System Debt Service	19,834,621	1,067,132	22,772,214	23,839,346	43,673,967	24,384,207	19,289,760
Water Availability	9,751,882	3,297,450	-	3,297,450	13,049,332	2,440,000	10,609,332
Water System Construction	14,855	165,488	2,868,998	3,034,486	3,049,341	3,049,341	-
Water Capital Improvement	1,849,157	338,799	-	338,799	2,187,956	1,618,137	569,819
Water - Capital Projects	14,855	2,327,340	-	2,327,340	2,342,195	2,327,340	14,855
Sewer Operating	58,041,721	49,696,065	-	49,696,065	107,737,786	44,502,114	63,235,672
Sewer Construction	-	3,124	1,394,461	1,397,585	1,397,585	1,397,585	-
Sewer System Debt Service	16,887,627	817,603	15,087,326	15,904,929	32,792,556	16,094,303	16,698,253
Sewer Capital Improvement	3,119,177	602,844	-	602,844	3,722,021	1,720,917	2,001,104
Sewer - Capital Projects	-	2,481,690	-	2,481,690	2,481,690	2,481,690	-
INTERNAL SERVICE FUNDS							
Fleet Management	395	5,599,532	13,589,116	19,188,648	19,189,043	19,054,039	135,004
Risk Management	979,411	73,501	10,906,690	10,980,191	11,959,602	11,020,830	938,772
Information Services and Telecommunications	564,831	237,692	6,902,396	7,140,088	7,704,919	7,429,772	275,147
Health and Benefits	6,922,202	17,097,889	24,020,592	41,118,481	48,040,683	44,575,014	3,465,669
FIDUCIARY FUNDS							
Police Trust Fund	3,915,727	651,700	-	651,700	4,567,427	1,450,000	3,117,427
AGENCY FUND							
City Annuity	648,897	104,660	2,895,358	3,000,018	3,648,915	3,648,915	-
TOTAL	**367,661,699**	**676,533,724**	**192,542,605**	**869,076,329**	**1,236,738,028**	**912,375,258**	**324,362,770**

Revenue Excluding Transfers	676,533,724	Total Operating Expenditures	912,375,258
Decrease in Fund Balance	43,298,929	Less Operating Transfers	192,542,605
Total Net Operating Budget	719,832,653		719,832,653

ORDINANCE 2023-O-184

ADOPTING THE PROPOSED ANNUAL BUDGET FOR FISCAL YEAR 2023-2024, BY APPROPRIATING THE REVENUES, EXPENDITURES AND BALANCES REPORTED THEREIN FOR THE YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, CONSISTENT WITH THE FINANCIAL PLAN DESCRIBED IN SAID ANNUAL BUDGET (SEE EXHIBIT "A") AND MOTIONS APPROVED BY CITY COUNCIL AT PUBLIC WORKSHOP (SEE EXHIBIT "B") AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT SAID ANNUAL BUDGET. (AS AMMENDED)

WHEREAS, on July 31, 2023, Council was presented with the Proposed 2023-2024 Annual Budget as required by The City of Laredo Charter Section 6.02 Submission of Budget: "at least sixty (60) days before the end of the fiscal year, the City Manager shall present to the Council a budget for the ensuing fiscal year with an accompanying message"; and

WHEREAS, on August 8-10, 2023, Council held a public workshop to review the Proposed 2023-2024 Annual Budget;

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

1. The Annual Budget for Fiscal Year 2023-2024, as amended during the budget workshop is hereby adopted, and

2. The following appropriations for Fiscal Year 2023-2024 are hereby authorized as further detailed in Exhibit "A" and incorporated as if set out at length herein:

   Total Operating Expenditures and Transfers..... $912,375,258

3. This ordinance incorporates as if set out here at length the motions approved by City Council attached as Exhibit "B".

4. The City Manager is hereby authorized to implement the said budget for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 18th DAY OF SEPTEMBER, 2023.

_____
PETE SAENZ
Mayor

ATTEST:

_____
JOSE A. VALDEZ, JR.
City Secretary

APPROVED AS TO FORM:

_____
Doanh "Zone" T. Nguyen
City Attorney

Final Reading of Ordinances 25.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Dr. Richard A. Chamberlain DrPH, MPH, CPHA, CPM, CHW, RS, Health Director

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SUBJECT

2023-O-185 Authorizing the City Manager to accept a contract amendment from the Bexar County Hospital District d/b/a University Health in the amount of $353,143.00 with no match, and amending the FY22-23 Full-Time Equivalent Position Listing by creating one (1) Medical Office Assistant, 204 for the City of Laredo Health Department HEP C- Colonias Advancing and Restoring Esperanza (C.A.R.E.) Program for the term period of June 1, 2023, through May 31, 2024.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On September 5, 2023, Council introduced Ordinance.

BACKGROUND

This partnership will allow the City of Laredo Health Department to provide direct patient care services for hepatitis testing and vaccination, navigation, and treatment for eligible participants, including screening, diagnosis, and education to reduce mortality and incidence of Hepatitis C Virus (HCV) and Hepatocellular Carcinoma (HCC). Resources through this funding will allow for the creation of a Medical Office Assistant, 204 position.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Ordinance.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	HEP-C

Account #: 226-6409

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Award will be accounted in account 226-6409 project HEPC02

Attachments

Amendment
2023-O-185

FIRST AMENDMENT TO HEP C – C.A.R.E PROGRAM AGREEMENT WITH CITY OF LAREDO (PP210016)(University Health No. 220242-LS)

This First Amendment to Program Agreement ("Amendment") is made and entered into this _____day of _____, 2023 by and between **Bexar County Hospital District d/b/a University Health** and the **City of Laredo**, a Texas municipal corporation ("Subrecipient"), collectively "Parties."

WHEREAS, the Parties entered into an Agreement effective July 1, 2022 ("Agreement") for services in connection with the HEP C – C.A.R.E. Project (Colonias Advancing & Restoring Esperanza), project funded by CPRIT; and

WHEREAS, the Parties desire to amend the Agreement to revise the services to be provided by Subrecipient and revise the budget accordingly,

NOW, THEREFORE, the Parties hereby agree as follows with respect to the Agreement:

A. **Services and Responsibilities**. Section 3.02 is replaced in its entirety with the following:

> "3.02 Subrecipient shall meet the Goals and Objectives set out in the attached **Appendix A - Revised."**

B. **Performance Measures**. Section 4.02 is replaced in its entirety with the following:

> 4.02 **Quarterly Reporting**. Provide a written summary of the program outreach, awareness, and education activities completed each quarter to comply with quarterly report submission due to CPRIT. Summary shall include, without excluding, significant news and events, program success and improvements, challenges and barriers and steps to overcome them, and unique collaborations for Screening, Education, and Navigation. The written summary will be due the last working day of the month for the quarter: August 31, November 30, February 28 (February 29 in a leap year), and May 31. The template for the quarterly report is set out in **Appendix C-Revised**.

C. **Quarterly Report template**. Appendix C is replaced with Appendix C-Revised, attached hereto.

D. **Consideration.** The revised budget for Year 2 is set in **Appendix D – Year 2** and superseded the budget for year 2 originally set out in Appendix D of the Agreement.

E. In case of conflict, the terms of this Amendment shall control over the terms of the Agreement.

F. All other terms and conditions of the Agreement not modified herein remain in full force and effect.

EXECUTED ON THE DATE FIRST WRITTEN ABOVE.

Bexar County Hospital District
d/b/a University Health

Roberto Villarreal, MD, MPH
Senior Vice President/ Chief Public
Health Innovation and Equity Officer

City of Laredo

Richard A. Chamberlain, DrPh, MPH,
CPHA, CPM, CHW, RS
Health Director

Approved as to form for University Health:

Griselda Sánchez
Associate General Counsel

Appendix A –Revised
GOALS AND OBJECTIVES

Goal 1: To decrease incidence and mortality from Hepatocellular Carcinoma (HCC) by increasing awareness of Hepatitis C Virus (HCV) and the U.S. Preventive Services Task Force (USPSTF) recommendations for HCV screening in all persons at risk

Objective 1

YR2: Reach 600 community members to increase their awareness of HCV and recommended HCV screening guidelines and available services and resources

Goal 2: To decrease HCC incidence and mortality by increasing HCV screening rate of population served over 3 years.

Objective 1

YR1: Provide 1000 HCV Antibody tests to eligible patients
YR2: Provide 1400 HCV Antibody tests to eligible patients
Baseline: The number of patients who received HCV tests prior to each program year
Measure: The number of patients who received HCV tests

Objective 2

YR1: Provide HCV RNA tests to at least 100 patients with a positive HCV Antibody result
YR2: Provide HCV RNA tests to at least 140 of patients with a positive HCV Antibody result
Baseline: The number of patients who received HCV RNA tests prior to each program year
Measure: The number of patients who receive HCV RNA tests

Goal 3: To decrease HCC incidence and mortality through navigation of HCV patients to receive care, prevention services, and hepatitis education.

Objective 1

YR1: Provide 150 eligible patients with hepatitis education
YR2: Provide 340 eligible patients with hepatitis education
Baseline: The number of patients who received hepatitis education prior to each program year
Measure: The number of patients who received hepatitis education services

Objective 2

YR1: Navigate 150 eligible patients to follow-up treatment and care, including primary care provider (PCP) and specialty
YR2: Navigate 340 eligible patients to follow-up treatment and care, including PCP and specialty
Baseline: The number of patients who received navigation services prior to each program year
Measure: The number of patients who received navigation services

Objective 3

YR1: Provide 150 eligible patients Hepatitis B vaccinations

YR2: Provide 170 eligible patients Hepatitis B vaccinations

Baseline: The number of patients who received Hepatitis B vaccinations prior to each program year

Measure: The number of patients who received Hepatitis B vaccinations

APPENDIX C – REVISED

Hep C - C.A.R.E (Colonias Advancing and Restoring Esperanza) Program

Year X, Quarter X: Month day, Year – Month day, Year

Ex: Year 1, Quarter 2: June 1, 2023 – August 31, 2023

Project Quarterly Overview:

Provide a general description of the project during the quarter. Examples include but are not limited to: significant news and events, program success and improvements, challenges and barriers and steps taken to overcome them, unique collaborations.

OUTREACH & AWARENESS:

SCREENING:

EDUCATION:

NAVIGATION:

*** Client Stories/Quotes:

APPENDIX D- YEAR 2 BUDGET

12 Month Budget 6/1/2023 - 5/31/2024					
Name	**Position Title**	**% of FTE**	**Months**	**Base Salary**	
Eleazar Lumbreras	Program Coordinator	100%	12	$ 45,699	$ 45,699
Elizabeth Pecina	Health Educator II	100%	12	$ 37,319	$ 37,319
New Position	Medical Office Assistant I	100%	12	$ 35,282	$ 35,282
Nurse Practitioner	Health Authority	Paid per clinic. (52 clinics @ $200 each)	12	$ 10,400	$ 10,400
				Subtotal	$ **128,700**
Fringe Benefits 50.28%					$ 59,483
				Subtotal	$ **188,183**
Supplies					
Office Supplies	Average cost of supplies for 4 employees				$ 5,830
				Subtotal	$ **5,830**
Travel					
Travel	In region travel for 4 employees		.655 GSA Rate		$ 3,370
				Subtotal	$ **3,370**
Other					
Medical Services - Laboratory Services	Based on CPT codes approved				$ 83,520
Medical Services - Vaccinations	Based on CPT codes approved				$ 66,113
Printing	Business cards, clinic pamphlets				$ 2,500
Electronic Subscriptions					$ 3,147
Mifi					$ 480
				Subtotal	$ **155,760**
				Total Budget	$ **353,143**

ORDINANCE 2023-O-185

AUTHORIZING THE CITY MANAGER TO ACCEPT A CONTRACT AMENDMENT FROM THE BEXAR COUNTY HOSPITAL DISTRICT D/B/A UNIVERSITY HEALTH IN THE AMOUNT OF $353,143.00 WITH NO MATCH, AND AMENDING THE FY22-23 FULL-TIME EQUIVALENT POSITION LISTING BY CREATING ONE (1) MEDICAL OFFICE ASSISTANT, 204 FOR THE CITY OF LAREDO HEALTH DEPARTMENT HEP C- COLONIAS ADVANCING AND RESTORING ESPERANZA (C.A.R.E.) PROGRAM FOR THE TERM PERIOD OF JUNE 1, 2023 THROUGH MAY 31, 2024.

WHEREAS, this partnership will allow the City of Laredo Health Department to provide direct patient care services for hepatitis testing and vaccination, navigation, and treatment for eligible participants, including screening, diagnosis, and education to reduce mortality and incidence of Hepatitis C Virus (HCV) and Hepatocellular Carcinoma (HCC).

WHEREAS, resources through this funding will allow for the creation of a Medical Office Assistant, 204 position.

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 a contract amendment from the Bexar County Hospital District d/b/a University Health in the amount of $353,143.00 with no match, and amending the FY22-23 Full-Time Equivalent Position Listing by creating one (1) Medical Office Assistant, 204 for the City of Laredo Health Department HEP C- Colonias Advancing and Restoring Esperanza (C.A.R.E.) Program for the term period of June 1, 2023 through May 31, 2024.

Section 2: Resources through this funding will allow for the creation of a Medical Office Assistant, 204 position.

Section 3: The revenue account is 226-0000-326-2009 and expense account is 226-6409 with project number HEPC02.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2023.

_____

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

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

_____
JOAQUIN A. RODRIGUEZ
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances 26.

City Council-Regular
Meeting Date: 09/18/2023
Staff Source: Miriam Castillo

SUBJECT

2023-O-186 Ordinance amending ordinance number 2020-O-149; Chapter 18 of the Code of Ordinances, Article VIII, Temporary Parklet Pilot Program, by updating and making the program permanent and including language to incorporate similar usage for sidewalk cafés and street patios; providing for procedures and criteria for the granting of a permit; permit fees; providing that this ordinance shall be cumulative; providing a severability clause; providing for publication; and declaring an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

During the September 14, 2020, City Council meeting, Council asked staff to create a pilot program that would allow city-wide restaurant and bars to utilize their outdoor areas. Council passed Ordinance 2020-O-149 establishing the Temporary Parklet Pilot Program on November 2, 2020, set to end upon the expiration of the Governor's COVID-19 Disaster Declaration. The expiration date for the pilot program was extended for an extra 120 days at the January 18, 2022, City Council Meeting following the expiration of the Governor's COVID-19 disaster declaration.

During the August 21, 2023 City Council meeting, an amendment was approved by council to add provisions for a temporary parklet.

During the September 5, 2023 City Council meeting, public hearing and introductory ordinance was approved with the following fees:

Sidewalk Café
The Application Fee for a Permit is a one-time, non-refundable payment of one hundred and fifty dollars ($150.00).
Annual Permit Fees:
Year 1: $100.00 Initial Permit Fee
Year 2 and thereafter: $150.00 Annual Permit Renewal Fee

Temporary Parklet
The Application Fee for a Permit is a one-time, non-refundable payment of one

hundred and fifty dollars ($150.00).
Annual Permit Fees:
Year 1: $100.00 Initial Permit Fee
Year 2: $150.00 Annual Permit Renewal Fee
Year 3: $150.00 Annual Permit Renewal Fee
Year 4: Fee structure to be reassessed

Street Patio & Parklet
The Application Fee for a Permit is a one-time, non-refundable payment of one hundred and fifty dollars ($150.00).
Annual Permit Fees:
Year 1: $100.00 Initial Permit Fee
Year 2: $300.00 Permit Renewal Fee
Year 3: $500.00 Permit Renewal Fee
Year 4 and thereafter: $800.00 Annual Permit Renewal Fee

BACKGROUND
The pilot program has improved access to available outdoor space for Laredo's local business community that has allowed businesses to open at greater capacity, to operate safely with adequate social distancing measures, and to protect customers. The pilot program expired on December 31, 2021, and the amendment to Ordinance 2020-O-149 is to make the program permanent for any businesses wanting to utilize their space in accordance to the specifications set out in the ordinance.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
N/A

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Any new fees will be deposited into General Fund.

Attachments

2023-O-186

ORDINANCE NO. 2023-O-186

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING ORDINANCE NUMBER 2020-O-149; CHAPTER 18 OF THE CODE OF ORDINANCES, ARTICLE VIII, TEMPORARY PARKLET PILOT PROGRAM, BY UPDATING AND MAKING THE PROGRAM PERMANENT AND INCLUDING LANGUAGE TO INCORPORATE SIMILAR USAGE FOR SIDEWALK CAFES AND STREET PATIOS; PROVIDING FOR PROCEDURES AND CRITERIA FOR THE GRANTING OF A PERMIT; PERMIT FEES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the pilot program will improve access to available outdoor space for Laredo's local business community. This improved access will allow these businesses to open at greater capacity and operate safety with adequate social distancing measures to protect customers; and

WHEREAS, the pilot program will provide an opportunity for businesses that were required to close or significantly modify operations as a result of the public health emergency to address the secondary-effects of COVID-19 to begin operating at a greater capacity; and;

WHEREAS, council determines that the use of a City sidewalk or on-street parking spaces provides a public benefit to the City because it will allow businesses to operate safely with adequate social distancing measures that protect the customers, employees, and general public.

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 18, Licenses, Permits and Miscellaneous Business Regulations, is hereby amended as follows:

ARTICLE VIII – SIDEWALK CAFES, PARKLET, TEMPORARY PARKLET AND STREET PATIOS PROGRAM

Section 18-34. - Definitions

(1) BAR means a business, other than a restaurant, that sells alcoholic beverages for consumption on the premises with a valid liquor license.

(2) MAINTENANCE AGREEMENT meaning a written, contractual agreement, between the City of Laredo and Applicant, defining the terms of use of the public right-of-way for the purposes of a Sidewalk Café or Parklet.

(3) PARKLET is a semi-permanent structure installed in a public street space formerly dedicated to parking but converted for the commercial operation of a restaurant and/or bar, and may be placed adjacent to and within the span of the façade of the property applying for the Permit. Specifications for construction of a structure is detailed in the Parklet Guidebook.

(4) TEMPORARY PARKLET means an area during designated days and hours of street closures in a public street space formerly dedicated to parking but converted for the commercial operation of a restaurant and/or bar, and may be placed adjacent to and within the span of the façade of the property applying for the Permit, but limited to the dimensions of the parking space (s).

(4) PARKLET GUIDEBOOK is a manual approved by the Building Services Department, that establishes technical standards or specifications for authorized improvements and uses under this article.

(5) PUBLIC RIGHT-OF-WAY means a strip of land over which the city has authority or used or intended to be used, wholly or in part by the city, as a public street or sidewalk, or for utility purposes.

(6) RESTAURANT means a business that prepares and sells food or beverages and may include the sale and on-premises consumption of alcoholic beverages and maintains the proper licenses.

(7) SIDEWALK meaning the portion of a public right-of-way, not including the street, that is paved for pedestrian traffic.

(8) SIDEWALK CAFÉ means an outdoor dining area that is associated with a property such as a restaurant or bar, located on a public sidewalk, adjacent to and within the span of the façade of the property applying for the Permit. The Sidewalk Café may contain seating, tables, chairs, planters or other appurtenances.

(9) STREET meaning the portion of a public right-of-way that provides primary vehicular access to adjacent land and areas designated for on-street parking.

(10) STREET PATIO means an outdoor dining area that is associated with a property such as a restaurant or bar, located on a public sidewalk and extending into a street and such street closed to through traffic. The sidewalk, street space must be adjacent to and within the span of the façade of the property applying for the Permit. The Street Patio may contain seating, tables, chairs, planters or other appurtenances but shall be removed from the street prior to the reopening to through traffic. Street patios are not considered permanent structures.

(11) TEMPORARY STREET CLOSURE means the temporary closure and lease of a public street where the street is closed for not more than 24 hours, pursuant to Ordinance 89-O-195.

Section 18-35. – Permit Required

(a) A person may not operate a Sidewalk Café, Street Patio or Parklet without a permit issued by the director. The owner or tenant of a property being used for a bar or restaurant adjacent to where the Sidewalk Café, Street Patio or Parklet is to be located may apply for a permit with the Building Development Services Department. A Permit granted under this article is a revocable grant of a privilege and is not a property right, nor a conveyance of an interest in real property.

(b) Contemporaneously with the issuance of a permit, the permit holder shall execute a maintenance agreement with the City of Laredo stating, among other things, that the permit holder will (i) be responsible for the maintenance of the permitted area, (ii) defend, indemnify, and hold the city harmless against all damages, costs, and expenses resulting from any activity carried on

under the terms of the permit, (iii) maintain general liability insurance coverage continuously during the term of the license agreement; and (iv) comply with all local, state and federal laws, including compliance with the Americans with Disabilities Act.

Section 18-36. - Issuance of Permit

(a) The Director of the Building Services Department shall establish permitting requirements under this chapter, including the following requirements:

1) Sidewalk Café Requirements:

a) Any criteria necessary to protect public use of the public right-of-way, street or public utility.

b) Shall comply with all ADA requirements and any other codes and local ordinances, including but not limited to a clear pedestrian path of no less than thirty-six (36) inches.

c) Tables and chairs for sidewalk dining shall be placed along the building façade and never along the curbside of the sidewalk.

2) Street Patio Requirements

a) Any criteria necessary to protect public use of the public right-of-way, street or public utility.

b) Tables, chairs, planters and/or other appurtenances, placed in the street closed to through traffic, shall be removed from the street prior to reopening to through traffic. Furnishings and other appurtenances placed on the sidewalk may remain in place, so long as the sidewalk area complies with ADA requirements and any other codes and local ordinances, including but not limited to a clear pedestrian path of no less than thirty-six (36) inches at all times.

c) The Site Plan for the proposed area may extend from the façade of the business, applying for the permit, and into the public right-of-way, but not further than two feet from the center line of the street.

3) Parklet Requirements:

a) All requirements set forth in the most current Parklet Guidebook and any other applicable technical standards or specifications with which the permit holder must comply.

b) Any criteria necessary to protect public use of the public right-of-way, street or public utility.

c) Parking accommodations for the existing business will be subject to review and shall comply with any other applicable local ordinances.

d) A requirement that the permit holder pay the cost to relocate a City or public utility facility or improvement in connection with the installation of the Parklet.

e) Authorization for the City, police, fire and public utility departments to remove, without liability, part of the Parklet, if necessary in case of emergency or to obtain access to a City or public utility facility or improvement.

4) Temporary Parklet

a) All requirements set forth in the most current Parklet Guidebook and any other applicable technical standards or specifications with which the permit holder must comply.

b) Any criteria necessary to protect public use of the public right-of-way, street or public utility.

c) Parking accommodations for the existing business will be subject to review and shall only be granted on the following designated street closure designated area and hours as adopted by the City of Laredo Ordinance No._____:

i) Located in public parking areas long streets closed to through traffic on Fridays and Saturdays between the hours of 7:00 pm and 3:00 am

d) A requirement that the permit holder pay the cost to relocate a City or public utility facility or improvement in connection with the installation of the Parklet.

e) Authorization for the City, police, fire and public utility departments to remove, without liability, part of the Parklet, if necessary in case of emergency or to obtain access to a City or public utility facility or improvement. Space is limited to the dimensions of the parking space (s)

The Permit and approved Site Plan shall be conspicuously displayed on the exterior wall or window of the main entrance of the Sidewalk Café during all hours of operation. The Sidewalk Café should reflect the approved Site Plan and shall not be modified or altered unless approved by the Building Services Director or his/her designee pursuant to a Sidewalk Café Permit Amendment.

Provisions in a Maintenance Agreement that require the permit holder to indemnify, defend, hold harmless and release the city, its officers, agents, and employees from any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation for injury or death of any person, or for damage to any property, arising out of or in connection with permit holder's use of public right-of-way.

Section 18-37. - Landscaping and Features

(a) To promote the City of Laredo's objective of developing an attractive streetscape, the following landscape and features standards shall apply to businesses seeking permission to erect a Sidewalk Café, Street Patio or Parklet and must to be included in the Site Plan:

1) Enclosures must be no less than twenty-four (24) inches in height, freestanding, not permanently affixed to the sidewalk, and may not impede the visibility of traffic in the area.

2) Must be open to the air, except for shade elements that conform to requirements established by the department.

3) Sidewalks must maintain a clear pedestrian path of no less than thirty-six (36) inches and comply with any ADA requirements.

4) Must not enclose above-ground City public utilities infrastructure or transportation infrastructure without authorization of the director.

5) The use and location of railing/fence planter boxes, floor planter boxes, and any other free-standing plant material shall be included in the Site Plan and determined during the Permit approval process.

6) No landscaping or features shall unduly interfere with the free passage of vehicles on the street or of pedestrians on the sidewalk, create a traffic hazard, unduly interfere with the safe and efficient operation of a utility facility, adversely impact adjacent property owners and businesses, block the sight visibility triangle at an intersection, or require the relocation of any utility or utility facility.

7) For Parklets, the permit holder shall also comply with any and all requirements set forth in the Parklet Guidebook.

(b) Non-permissible enclosures of City property shall include, but are not limited to, parking meters, fire hydrants or any other items that can be identified as items which must be accessible to the public or to the City for municipal purposes or emergency services.

(c) No portion of the Sidewalk Café, Street Patio or Parklet area may be expanded to include sidewalks fronting neighboring businesses, residences, or empty lots.

(d) The permitted area must abide by all noise ordinance requirements under the City of Laredo Ordinances, Chapter 21, Division 2 - Noise Restricted.

(e) An enclosure, furniture, and/or planter boxes may be placed on the public right-of-way once the Permit is issued, and shall be removed on the expiration of the Permit. Any Sidewalk Café, Street Patio, or Parklet continuing to keep the enclosure, furniture, and/or planter boxes on the public right-of-way after its Permit has expired shall be subject to citation and the enclosure, furniture, and/or planter boxes or other equipment may be removed by the City.

f) For Street Patios, any enclosure, furniture, and/or planter boxes placed in the public right-of-way, while the street is closed to through traffic, must be removed prior to the street being reopened to through traffic. Any Street Patio continuing to keep the enclosure, furniture, and/or planter boxes in the public right-of-way after the street is reopened to through traffic shall be subject to citation and the enclosure, furniture, and/or planter boxes or other equipment may be removed by the City.

Section 18-38. - Application Requirements

(a) An Application for a Permit shall be submitted to the Building Services Department for administrative review and once all the criteria of this Section have been met and approved by the

Building Services Director, or his/her designated representative, a Sidewalk Café, Street Patio or Parklet Permit may be issued. An application must include the following:

1) The appropriate Application Fees as set out by this chapter.

2) Information on the type of Sidewalk Café, Street Patio or Parklet to be established, including:

a) the name, address and phone number of the owner or tenant of the property seeking the permit,

b) the name, physical address, and phone number of the adjacent business that will serve the Sidewalk Café, Street Patio or Parklet; and

c) the number and placement of tables, chairs, and other furnishings.

3) Copies of all relevant state and local permits and licenses (including but not limited to health department permits/licenses, sales tax certificate, fire permits, certificate of occupancy, TABC licenses (if applicable), any City of Laredo issued permits/licenses, and current tax certificate showing City taxes have been paid up to date.).

4) A copy of the business owner's current certificate of insurance (general liability) which covers the permitted area, naming the City of Laredo as an additional insured.

5) An executed Maintenance Agreement, provided by the Building Development Services Department.

6) A Site Plan which shall be drawn to scale (1/8" = 1'-0"), preferably on 8 ½ x 11 inch paper; and shall include:

a) North arrow;

b) Location of property lines;

c) The layout and dimensions of the sidewalk from street corner to street corner, the layout of the area to be utilized for the Sidewalk Café, Street Patio or Parklet and adjacent private properties, to include the sidewalk width remaining for clear path of travel.

d) The size and dimensions of each enclosure, item of furniture, and planter boxes; the number of tables, chairs, umbrellas, trash receptacles, and/or other items used to delineate the area used for the Sidewalk Café, Street Patio or Parklet.

e) The location of doorways, fire hydrants, parking meters, bus shelters, sidewalk benches, trees, and any other fixture, structure, or obstruction existing within the area used for the Sidewalk Café, Street Patio or Parklet.

f) No less than three photographs shall be attached to the site plan and shall:

i) Be clear and accurate representations of the site.

ii) Depict the entrance to the restaurant.

iii) Depict the proposed site where the Sidewalk Café, Street Patio or Parklet is to be located and relationship of the proposed Sidewalk Café, Street Patio or Parklet to the surrounding public right-of-way.

iv) Depict each item of proposed furniture and outdoor items (planter boxes, trash receptacles, umbrellas, enclosures, etc.) to be used.

(b) Prior to final approval, the Building Services Department shall request all applications be reviewed and approved by other necessary departments to ensure compliance with all applicable laws and/or ordinances.

Section 18-39. – Fees and Duration

(a) Sidewalk Café

1) The Application Fee for a Sidewalk Café Permit is a one-time, non-refundable payment of one hundred and fifty dollars ($150.00).
2) Annual Permit Fees:
    i. Year 1: $100.00 Initial Permit Fee
    ii. Year 2 and thereafter: $150.00 Annual Permit Renewal Fee
3) Each Sidewalk Café and Street Patio Permit shall expire annually on the date the Application Fee is payed.

(b) Street Patio

1) The Application Fee for a Street Patio Permit is a one-time, non-refundable payment of one hundred and fifty dollars ($150.00).
2) Annual Permit Fees:
    i. Year 1: $100.00 Initial Permit Fee
    ii. Year 2: $300.00 Permit Renewal Fee
    iii. Year 3: $500.00 Permit Renewal Fee
    iv. Year 4 and thereafter: $800.00 Annual Permit Renewal Fee
3) Each Street Patio Permit shall expire annually on the date the Application Fee is payed.

(c) Parklet

1) The Application Fee for a Parklet Permit is a one-time, non-refundable payment of one hundred and fifty dollars ($150.00).
2) Annual Permit Fees:
    i. Year 1: $100.00 Initial Permit Fee
    ii. Year 2: $300.00 Permit Renewal Fee
    iii. Year 3: $500.00 Permit Renewal Fee
    iv. Year 4 and thereafter: $800.00 Annual Permit Renewal Fee
3) Each Parklet Permit shall expire annually on the date the Application Fee is payed.

(d) Temporary Parklet

1) The Application Fee for a Permit is a one-time, non-refundable payment of one hundred and fifty dollars ($150.00).
2) Annual Permit Fee:
    i. Year 1: $100.00 Initial Permit Fee

ii. Year 2: $150.00 Permit Renewal Fee
iii. Year 3**:** $150.00 Permit Renewal Fee
iv. Year 4: Fee structure to be reassessed

3) Each Temporary Parklet Permit shall expire annually on the date the Application Fee is payed.

Section 18-40. - No Waiver/Variance and Appeal

(a) The authority to grant the use of the right-of-way for a private purpose is a non-delegable function of the Laredo City Council and the limitations on such use are set forth in this Ordinance. The City has a compelling state interest in the regulation of public rights-of-way and therefore, there shall be no waiver or variance to any of the provisions of this Section.

(b) An Applicant whose application for a Permit, under this chapter, has been denied may petition, in writing, the Building Services Director to reconsider the basis for his/her denial of a Permit within fifteen (15) calendar days of the Applicants notice of denial of a Permit.

(c) Failure to submit a timely written petition for reconsideration shall be deemed to be a waiver of any further right to administrative reconsideration or review of the denial.

(d) In its petition, the Applicant must indicate the provisions of the denial objected to, the reasons for the objection(s), any facts that are contested, the evidence that supports the Applicant's view of the facts, any alternative terms that the Applicant would accept.

(e) Within thirty (30) calendar days of the submittal of a petition for reconsideration, the Building Services Director shall review the petition, and shall either:

1) grant the petition;

2) deny the petition; or

3) grant the petition in part and deny it in part.

(f) Any Applicant whose petition for reconsideration by the Building Services Director has not been granted in its entirety and who remains adversely affected by the Building Services Director’s decision may appeal the decision to the City Council by filing a written appeal with the City Manager, specifying the reasons thereof, within fifteen (15) days of the time the decision is issued and the City Council shall hear the matter within sixty (60) days.

Section 18-41. - Transferability, Suspension/Revocation and Termination

(a) A Permit is the personal obligation of the permit holder and is not assignable or transferrable.

(b) The Building Services Director shall suspend a Permit, granted under this chapter, upon the issuance of any citation for the violation of any of the provisions of this Section until the violation has been remedied or the Building Services Director or the Municipal Court make a finding that there has been no violation.

(c) The Building Service Director shall revoke the Permit upon a finding of guilt by the Municipal Court during any permit year of three or more violations of any of the provisions of this Section. Applicant may reapply after a full permit year has passed after the finding of guilt.

(d) The City may terminate a permit at any time for any reason, including but not limited to when necessary to implement capital improvements or utility projects, to address threats to public health or safety, or to mitigate adverse impacts to adjacent property owners and businesses caused by the improvement or use for which the Permit is granted.

Section 18-42. - Enforcement and Penalties

(a) A person who violates this chapter, or who fails to perform an act required of him by this chapter, commits an offense. A citation shall be issued if any violation and non-compliance of the rules and regulations set out in this chapter are found.

(b) A person violating a provision of this chapter commits a separate offense for each day or part of a day during which a violation is committed, continued, or permitted.

(c) A culpable mental state is not required for the commission of an offense under this section that is punishable by a fine not exceeding $500, unless the provision defining the conduct expressly requires a culpable mental state.

(d) Unless specifically provided otherwise in this chapter, an offense under this chapter is punishable by a fine not to exceed:

1) $2,000 if the provision violated governs public health or sanitation;

2) the amount fixed by state law if the violation is one for which the state has fixed a fine; or

3) $500.00 for all other offenses.

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, paragraph 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 publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

Section 5. 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 6. After passage by City Council, this Ordinance shall become effective upon publication.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2023.

_____
Dr. Victor D. Treviño
Mayor

ATTEST:

_____
JOSE A. VALDEZ, JR
CITY SECRETARY

Final Reading of Ordinances 27.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Linda C. Teniente, Human Resources Director/Jesus Esparza Budget Director

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SUBJECT

2023-O-187 An Ordinance of the City of Laredo, Texas, amending Chapter 2, Article II, Division 6 (Pay Administration), of the City of Laredo Code of Ordinances, Specifically Section 2-87.7- Policy (c.)(12)(a.) by providing for a Three Percent (3%) Cost of Living Adjustment (COLA) to all City employees except Interns, Cooperative Education Program Employees (CO-OPS), Elected Officials, Temporary Contract Labor Employees, and Firefighters and Police Officers governed by the terms of Collective Bargaining Agreement effective October 1, 2023; There is no action or impact to the current wage schedule (Exhibit A); and providing for an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

During City Council meeting of September 5, 2023 City Council motioned to implement a Three Percent (3%) cost-of-living adjustment to all City employees with the exception of those classified as Collective Bargaining Unit and to implement the FY 23-24 Holiday Schedule.

BACKGROUND

On August 10, 2023, City Council by motion, instructed staff to proceed with a recommended 3% cost-of-living (COLA) to all City employees, except Interns, Cooperative Education Program Employees (CO-OPS), Elected Officials, Temporary Contract Labor Employees, and Firefighters and Police Officers governed by the terms of Collective Bargaining Agreement.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this ordinance as presented.

Fiscal Impact

Fiscal Year: FY 23-24
Bugeted Y/N?: Y
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Cost-of-living adjustment will impact each City department personnel line item through the budget process.

Attachments

Wage Schedule
Ordinance 2023-0-187

EXHIBIT A

CITY OF LAREDO
WAGE SCHEDULE
EFFECTIVE FEBRUARY 5, 2023

	Grade	Minimum	Midpoint	Maximum
HOURLY	**201**	13.08	16.35	19.62
BI-WEEKLY		1,046.40	1,308.00	1,569.60
MONTHLY		2,267.20	2,834.00	3,400.80
ANNUAL		27,206.40	34,008.00	40,809.60
HOURLY	**202**	14.13	17.67	21.20
BI-WEEKLY		1,130.40	1,413.60	1,696.00
MONTHLY		2,449.20	3,062.80	3,674.67
ANNUAL		29,390.40	36,753.60	44,096.00
HOURLY	**203**	15.26	19.08	22.89
BI-WEEKLY		1,220.80	1,526.40	1,831.20
MONTHLY		2,645.07	3,307.20	3,967.60
ANNUAL		31,740.80	39,686.40	47,611.20
HOURLY	**204**	16.63	20.79	24.95
BI-WEEKLY		1,330.40	1,663.20	1,996.00
MONTHLY		2,882.53	3,603.60	4,324.67
ANNUAL		34,590.40	43,243.20	51,896.00
HOURLY	**205**	18.13	22.67	27.20
BI-WEEKLY		1,450.40	1,813.60	2,176.00
MONTHLY		3,142.53	3,929.47	4,714.67
ANNUAL		37,710.40	47,153.60	56,576.00
HOURLY	**206**	19.76	24.70	29.64
BI-WEEKLY		1,580.80	1,976.00	2,371.20
MONTHLY		3,425.07	4,281.33	5,137.60
ANNUAL		41,100.80	51,376.00	61,651.20
HOURLY	**207**	21.54	26.93	32.31
BI-WEEKLY		1,723.20	2,154.40	2,584.80
MONTHLY		3,733.60	4,667.87	5,600.40
ANNUAL		44,803.20	56,014.40	67,204.80
HOURLY	**208**	23.48	29.35	35.22
BI-WEEKLY		1,878.40	2,348.00	2,817.60
MONTHLY		4,069.87	5,087.33	6,104.80
ANNUAL		48,838.40	61,048.00	73,257.60
HOURLY	**209**	25.83	32.29	38.75
BI-WEEKLY		2,066.40	2,583.20	3,100.00
MONTHLY		4,477.20	5,596.93	6,716.67
ANNUAL		53,726.40	67,163.20	80,600.00

CITY OF LAREDO
WAGE SCHEDULE
EFFECTIVE FEBRUARY 5, 2023

	Grade	Minimum	Midpoint	Maximum
HOURLY	**210**	28.41	35.52	42.62
BI-WEEKLY		2,272.80	2,841.60	3,409.60
MONTHLY		4,924.40	6,156.80	7,387.47
ANNUAL		59,092.80	73,881.60	88,649.60
HOURLY	**211**	31.25	39.07	46.88
BI-WEEKLY		2,500.00	3,125.60	3,750.40
MONTHLY		5,416.67	6,772.13	8,125.87
ANNUAL		65,000.00	81,265.60	97,510.40
HOURLY	**212**	34.69	43.37	52.04
BI-WEEKLY		2,775.20	3,469.60	4,163.20
MONTHLY		6,012.93	7,517.47	9,020.27
ANNUAL		72,155.20	90,209.60	108,243.20
HOURLY	**213**	38.51	48.14	57.77
BI-WEEKLY		3,080.80	3,851.20	4,621.60
MONTHLY		6,675.07	8,344.27	10,013.47
ANNUAL		80,100.80	100,131.20	120,161.60
HOURLY	**214**	42.75	53.44	64.13
BI-WEEKLY		3,420.00	4,275.20	5,130.40
MONTHLY		7,410.00	9,262.93	11,115.87
ANNUAL		88,920.00	111,155.20	133,390.40
HOURLY	**215**	47.45	59.32	71.18
BI-WEEKLY		3,796.00	4,745.60	5,694.40
MONTHLY		8,224.67	10,282.13	12,337.87
ANNUAL		98,696.00	123,385.60	148,054.40
HOURLY	**216**	52.67	65.84	79.01
BI-WEEKLY		4,213.60	5,267.20	6,320.80
MONTHLY		9,129.47	11,412.27	13,695.07
ANNUAL		109,553.60	136,947.20	164,340.80
HOURLY	**217**	58.99	73.74	88.49
BI-WEEKLY		4,719.20	5,899.20	7,079.20
MONTHLY		10,224.93	12,781.60	15,338.27
ANNUAL		122,699.20	153,379.20	184,059.20
HOURLY	**218**	66.07	82.59	99.11
BI-WEEKLY		5,285.60	6,607.20	7,928.80
MONTHLY		11,452.13	14,315.60	17,179.07
ANNUAL		137,425.60	171,787.20	206,148.80

ORDINANCE NO. 2023-O-187

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 2, ARTICLE II, DIVISION 6 (PAY ADMINISTRATION), OF THE CITY OF LAREDO CODE OF ORDINANCES, SPECIFICALLY SECTION 2-87.7- POLICY (c.)(12)(a.) BY PROVIDING FOR A THREE PERCENT (3%) COST OF LIVING ADJUSTMENT (COLA) TO ALL CITY EMPLOYEES EXCEPT INTERNS, COOPERATIVE EDUCATION PROGRAM EMPLOYEES (CO-OPS), ELECTED OFFICIALS, TEMPORARY CONTRACT LABOR EMPLOYEES, AND FIREFIGHTERS AND POLICE OFFICERS GOVERNED BY THE TERMS OF COLLECTIVE BARGAINING AGREEMENT EFFECTIVE OCTOBER 1, 2023; THERE IS NO ACTION OR IMPACT TO THE CURRENT WAGE SCHEDULE (EXHIBIT A); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Laredo is a Home Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council shall amend and determine the cost-of-living (COLA) FY 23-24 for all City of Laredo employees; and

WHEREAS, to acknowledge the valuable efforts of all employees and ensure their continued commitment, the City Council aims to incorporate a cost of living adjustment for all city staff members excluding interns, cooperative education program employees (co-ops), elected officials, temporary contact labor employees, and firefighters and police officers governed by the terms of collective bargaining agreement. This adjustment involves implementing a 3% cost of living increment, set to take effect on October 1, 2023. The objective is to both appreciate the contributions made and enhance staff retention.

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

Section 1: Chapter 2, Article II, Division 6 (Pay Administration) Section 2.87.7 Policy (c)(12)(a) is hereby amended as follows:

(12) ~~Contingent upon the City receiving COVID-19 funding availability, the city's wage schedule shall be amended as follows:~~

(a) In order to recognize the contribution of all employees, the City Council desires to provide a cost-of-living adjustment to all City employees, except Interns, Cooperative Education Program employees (CO-OPS), Elected Officials, Temporary Contract Labor Employees, and Firefighters

and Police Officers governed by the term of a Collective Bargaining Agreement effective October 1, 2023.

Section 2: **Effective Date**. This Ordinance shall become effective October 1, 2023.

Section 3: The provisions of any ordinance in conflict with this ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

Section 4: Should any section, subsection, clause or phrase of this ordinance be declared unconstitutional or invalid by any court of competent jurisdiction, it is expressly provided that any and all remaining portions of this ordinance shall remain in full force and effect.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2023.

_____
DR. VICTOR TREVIÑO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
ASSISTANT CITY MANAGER
AND INTERIM CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

Final Reading of Ordinances 28.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Dora A. Maldonado, RTA, CPM, Tax Assessor-Collector

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SUBJECT

2023-O-188 An Ordinance of the City of Laredo, providing for the adoption of a tax rate of $0.533945 per $100.00 value. This tax rate will have a Maintenance and Operation Rate of $0.419072 per $100.00 value and an Interest and Sinking Fund Rate of $0.114873 per $100.00 value for the levy and the collection of General and Special Ad Valorem taxes for the City of Laredo estimated at $108,772,847.00 for Tax Year 2023 and Fiscal Year 2023-2024.

VENDOR INFORMATION FOR COMMITTEE AGENDA

Not Applicable.

PREVIOUS COUNCIL ACTION

On August 7, 2023, Council made a motion to approve the 2023 Certified Appraisal Roll from the Webb County Appraisal District for the development of the City's tax roll; accept the no-new-revenue and voter-approval tax rate calculations for Tax Year 2023; and proposed a tax rate of $0.533945 per $100 value. A public hearing was held on September 14, 2023 and an ordinance was introduced.

BACKGROUND

Adoption of the ad valorem tax rate must be done in accordance with the Truth-in-Taxation Guidelines of the State of Texas Property Tax Code. This includes the calculation and publication of the no-new-revenue and voter-approval tax rates and the posting of the notice and holding a public hearing if the tax rate exceeds the lower of the no-new-revenue tax rate or the voter-approval tax rate.

The budget prepared by staff is based on the tax rate of $0.533945 per $100 value. The rate of $0.419072 per $100 value is being used for the operations portion of the budget and a rate of $0.114873 per $100 value is needed in order to service the tax supported debt requirements of the City.

Proposed Tax Rate	$0.533945 per $100 Value
Current Tax Rate	$0.570000 per $100 Value
Variance	$-0.036055 per $100 Value

Tax levy calculations based on the proposed tax rate are as follows:

2023 Certified Value

Certified Approved Value Under ARB Review Value	$21,212,360,000 $79,923,156
Total Certified Value	$21,292,283,156
Levy-Proposed Tax Rate $0.533945/$100 Value Less Freeze Levy Loss Less Total TIRZ Loss (Total Captured Value=$57,481,459	$113,689,081 ($1,820,268) ($306,919)
Total Levy	$111,561,894
Estimated Levy @ 97.5% Collection Rate	$108,772,847

COMMITTEE RECOMMENDATION

Not Applicable.

STAFF RECOMMENDATION

To adopt a tax rate of $0.533945 per $100 value for Tax Year 2023 with a Maintenance and Operation Rate of $0.419072 per $100 value and an Interest and Sinking Fund Rate of $0.114873 per $100 value.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

This ordinance provides property tax revenue for the Maintenance and Operations of the City and payment of the Interest and Sinking Fund of Debt Service.

Attachments

ORDINANCE 2023 TAX RATE

ORDINANCE 2023-O-188

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, PROVIDING FOR THE ADOPTION OF A TAX RATE OF $0.533945 PER $100 VALUE. THIS TAX RATE WILL HAVE A MAINTENANCE AND OPERATION RATE OF $0.419072 PER $100 VALUE AND AN INTEREST AND SINKING FUND RATE OF $0.114873 PER $100 VALUE FOR THE LEVY AND THE COLLECTION OF GENERAL AND SPECIAL AD VALOREM TAXES FOR THE CITY OF LAREDO FOR TAX YEAR 2023 AND FISCAL YEAR 2023-2024.

WHEREAS, there is hereby approved for the Tax Year 2023 a roll of total taxable value of $21,292,283,156, a tax freeze levy loss of $1,820,268, a total TIRZ levy loss of $306,919, a tax levy of $108,772,847 and a tax rate of $0.533945 per $100 value. (Totals are based on certified values provided by the Webb County Appraisal District (WCAD) on July 24, 2023.) THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.5 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $-30.33; and

WHEREAS, there is hereby levied on all real and personal property in the City of Laredo taxable by law, for the Tax Year 2023 and the fiscal year beginning October 1, 2023 and ending September 30, 2024, a general ad valorem tax of $0.419072 cents on every $100.00 valuation thereof for the GENERAL FUND of the City with which to pay current expenses of the City of Laredo for said fiscal year; and

WHEREAS, there is hereby levied on every $100 valuation of all real and personal property, taxable by law in the City of Laredo for the Tax Year 2023 and the fiscal year beginning October 1, 2023 and ending September 30, 2024, an ad valorem tax of $0.114873 cents for SINKING FUND purposes to pay principal and interest on all outstanding City of Laredo bonds, not otherwise provided for; and

WHEREAS, Ordinance No. 2003-O-180 hereby granted a $30,000 homestead exemption to all persons over 65 years of age and claiming of such exemption by filing the necessary forms with the Chief Appraiser of Webb County; and

WHEREAS, Resolution No. 2020-R-098 hereby granted a $30,000 homestead exemption to all disabled persons and claiming of such exemption by filing the necessary forms with the Chief Appraiser of Webb County; and

WHEREAS, Ordinance No. 2006-O-287 provides for the adoption of a limitation on the total amount of taxes that may be imposed by the City on the residence homestead of a disabled individual or an individual 65 years of age or older pursuant to Section 1-B(H), Article VIII, Texas Constitution and in accordance with Subtitle C, Chapter 11, Section 11.261 of the Texas Property Tax Code; and

WHEREAS, the taxes hereby levied are due and payable as provided in Chapter 31 of the Texas Property Tax Code; and

WHEREAS, in accordance with Section 22.28 and 23.541 of the Texas Property Tax Code, the chief appraiser certified a value of $392,893,938 for Business Personal Property under which a 10% late rendition penalty of the total amount of taxes will be imposed on the property and included in the tax bill; and

WHEREAS, the taxes hereby levied are payable to the City of Laredo, Texas, at the Office of the City Tax Assessor-Collector, and no discount shall be allowed for the payment thereof; and

WHEREAS, Ordinance No. 2007-O-065 provides for the adoption of a split payment option pursuant to Section 31.03 (A) of the Property Tax Code; which allows a person who pays one-half of the current year property taxes before December 1st may pay the remaining one-half of the taxes without penalty and interest if paid before July 1st of the following year; and

WHEREAS, the City of Laredo shall have available all rights and remedies provided by law or approved by the governing body in the assessment of penalty and interest and enforcement of the collection of taxes hereby levied.

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

SECTION 1. That there is hereby approved for the Tax Year 2023 a roll of total taxable value of $21,292,283,156, a tax freeze levy loss of $1,820,268, a total TIRZ levy loss of $306,919, a tax levy of $108,772,847 and a tax rate of $0.533945 per $100 value. (Totals are based on certified values provided by the Webb County Appraisal District (WCAD) on July 24, 2023.) THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.5 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $-30.33; and

SECTION 2. That there is hereby levied on all real and personal property in the City of Laredo taxable by law, for the Tax Year 2023 and the fiscal year beginning October 1, 2023 and ending September 30, 2024, a general ad valorem tax of $0.419072 cents on every $100.00 valuation thereof for the GENERAL FUND of the City with which to pay current expenses of the City of Laredo for said fiscal year; and

SECTION 3. That there is hereby levied on every $100 valuation of all real and personal property, taxable by law in the City of Laredo for the Tax Year 2023 and the fiscal year beginning October 1, 2023 and ending September 30, 2024, an ad valorem tax of $0.114873 cents for SINKING FUND purposes to pay principal

and interest on all outstanding City of Laredo bonds, not otherwise provided for; and

SECTION 4. That Ordinance No. 2003-O-180 hereby granted a $30,000 homestead exemption to all persons over 65 years of age and claiming such exemption by filing the necessary forms with the Chief Appraiser of Webb County; and

SECTION 5. That Resolution No. 2020-R-098 hereby granted a $30,000 homestead exemption to all disabled persons and claiming such exemption by filing the necessary forms with the Chief Appraiser of Webb County; and

SECTION 6. That Ordinance No. 2006-O-287 provides for the adoption of a limitation on the total amount of taxes that may be imposed by the City on the residence homestead of a disabled individual or an individual 65 years of age or older pursuant to Section 1-B(H), Article VIII, Texas Constitution and in accordance with Subtitle C, Chapter 11, Section 11.261 of the Texas Property Tax Code; and

SECTION 7. That the taxes hereby levied are due and payable as provided in Chapter 31 of the Texas Property Tax Code; and

SECTION 8. That in accordance with Section 22.28 and 23.541 of the Texas Property Tax Code, the chief appraiser certified a value of $392,893,938 for Business Personal Property under which a 10% late rendition penalty of the total amount of taxes will be imposed on the property and included in the tax bill; and

SECTION 9. That the taxes hereby levied are payable to the City of Laredo, Texas, at the Office of the City Tax Assessor-Collector, and no discount shall be allowed for the payment thereof; and

SECTION 10. That Ordinance No. 2007-O-065 provides for the adoption of a split payment option pursuant to Section 31.03 (A) of the Property Tax Code; which allows a person who pays one-half of the current year property taxes before December 1st may pay the remaining one-half of the taxes without penalty and interest if paid before July 1st of the following year; and

SECTION 11. That the City of Laredo shall have available all rights and remedies provided by law or approved by the governing body in the assessment of penalty and interest and enforcement of the collection of taxes hereby levied; and

SECTION 12. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the Texas Property Tax Code and the Charter of the City of Laredo.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE_____DAY OF SEPTEMBER 2023.

_____
DR. VICTOR H. TREVINO, MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
BY:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council-Regular

Meeting Date: 09/18/2023

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

Staff Source: Gilberto Sanchez, Airport Director

SUBJECT

Consideration to award purchase contract to vendor Convergint Technologies LLC, Austin, TX, for the upgrades, replacement, repairs, and installation of security cameras for the Laredo International Airport for the amount not to exceed $97,163.85. These cameras and security features will be obtained through Omnia Partners Cooperative Program under contract number R220702. This will be a one time purchase for needed upgrades to the surveillance system, as these are federal security requirements. Funding for this contract is available in the International Airport Operations Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

Convergint Technologies LLC, Austin, TX, will provide and install cameras and security measures within the Laredo International Airport for a total of $97,163.85 through Omnia Contract # R1220702.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and subject to future appropriations. Funding for this contract is available in the International Airport Operations Budget. Amount of contract not to exceed $97,163.85 for additional and upgrades of security cameras.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The Laredo International Airport is in need of upgrading, replacing, repairing and upgrades, installing new cameras in and around the Airport. Convergint Technologies LLC, Austin, TX, will provide and install new Pan-Tilt-Zoom Cameras at Fourteen (14) gate locations within the Laredo International Airport for a total of $75,373.06 through Omnia Contract # R170502 and the purchase of 10 camera additions for a total amount of $93,962.64 through Omnia Contract # RNN0702, as these are federally required.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and subject to future appropriations. Funding for this contract is

available in the International Airport Operations Budget. Amount of contract not to exceed $169,335.70 for additional and upgrades of security cameras.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the approval of this motion.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	Operations
Account #:	242-3610-583-2010
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is avaliable in the Airport Operations Fund.

Attachments

Quote 1
Quote 2
Quote 3
Quote 4
Quote 5

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1218 Arion Pkwy, San Antonio,Texas 78216
Phone Mobile (210)355-2290
matt.rivera@convergint.com

June 30, 2023

Laredo International Airport
Laredo International Airport
5210 Bob Bullock Loop Laredo, Texas 78041
Attention: Frank De Hoyos

Quotation: MR12576521P
RFP#:
License/Cert B10716-C
ACR-1750734

Reference: HBus Module Replacement
Labor to install HBus module and shipping to return modules to Gallagher

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

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Scope of Work

- The new versions of Gallagher software will not work with older GBus modules and that has made it necessary to upgrade the existing GBus modules to new HBus modules.
- Convergint will provide the labor to install 104 HBus modules in the Laredo Airport Gallagher access control system.
- Convergint will provide 2 specialists to install, program, and test each HBus module.
- Gallagher software will not be updated to the latest revision at this time and is not included in this proposal.
- Convergint will return the old GBus modules to Gallagher as part of a promotional discount that has already been applied to the parts purchased.
- GBus modules must be returned to Gallagher by 12/15/2023 or else the promotional discount will be billed to the Laredo Airport.

Materials

Line	Qty	Part	Description	MSRP	Unit Price	Extended Price
1	Omnia Partners Contract R220702					
2	Labor Quoted IAW Omnia Contract No. R220702					

Equipment Total	$	0.00
Program Manager	$	0.00
Professional Services	$	0.00
Project Management	$	0.00
Specialist-Programming	$	15,575.84
Specialist-Testing	$	0.00
Installation-Foreman	$	0.00
Installation	$	0.00
Engineering	$	0.00
Drafting/CAD	$	0.00
Subcontractors/Other Costs	$	6,219.12
Freight/Warranty	$	0.00
Sales Tax	$	0.00
Total Project Price	$	21,794.96

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Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Fifty percent (50%) of the proposed sell price shall be payable to Convergint for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergint reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergint and its suppliers to avoid such delays. Customer agrees to provide Convergint with reasonable extensions of time to the extent of any such delays and Convergint agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergint's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergint actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergint's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergint agrees that it shall make commercially reasonable efforts to minimize any such increase.

REVIEW IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION PRIOR TO USING A CONVERGINT-INSTALLED SOLUTION: See the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergint.com/terms.

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Performance Items

Items Included	
Servers by Others	System Programming
Testing of all Proposed Devices	Workstations by Others

Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Applicable Taxes
Attend General Contractor Project Meetings	Attend Owner Project Meetings
Authority having Jurisdiction permit drawing (requires customer CAD)	Cable
Ceiling Tiles and Ceiling Grid Repairs	Connection to Building Fire Alarm Panel
Correction of Wiring Faults Caused by Others	Door wiring typical connections
Electrical Installation Permit	Electrified Door Locking Hardware
Engineering and Drawings	Equipment rack layout drawing
FA Permit and Plan Review Fees	Fire Stopping (Excludes Existing Penetrations)
Fire Watch	Floor Coverings for Lifts
Floor plan with device placement and numbering (requires customer CAD)	Freight (prepaid)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Cameras	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire and Cable
Installation of Wire Hangars	Lifts
Loading Software on Customer Provided Computer	Low Voltage Permits
Material (listed in the BOM)	Mounting/Termination of Proposed Devices
One-Year Warranty on Labor	One-Year Warranty on Parts
On-Site Lockable Storage Facility	Operations & Maintenance Manuals
Owner to Provide DHCP Lease Reservations for Network Connected Devices	Owner to Provide Static IP Addresses
Owner Training	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring with point to point connections	Patch and Paint
Payment & Performance Bonds	Project Management
Record Documentation (As-Built)	Riser drawing with home run wiring
Servers by Convergint	Specialty Backboxes
Submittal Drawings	System Engineering
System is Design-Build	System Meets Plans/Drawings
Terminal Cabinets	Termination of Control Equipment Enclosures
Vertical Core Drilling	Wire
Workstations by Convergint	

convergint

Total Project Investment: **$ 21,794.96**

Thank you for considering Convergint for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Matthew Rivera
Convergint
Matthew Rivera

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Frank De Hoyos	
Customer Name (Printed)	Date
Authorized Signature	Title

Throughout this Installation Proposal, the term, "Convergint" refers to the Convergint Technologies affiliate operating in the state/province in which the Work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work, including without limitation, goods, services, equipment and software, ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and, subject to any addendums, represents the entire agreement between Convergint and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergint agrees in accordance with the mutually agreed project schedule:

a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
c. Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergint:

a. To promptly approve submittals provided by Convergint;
b. To provide access to all areas of the facility which are necessary to complete the Work;
c. To supply suitable electrical service as required by Convergint; and
d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergint is first notified of the emergency or failure and until such time that Convergint notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services or software capable of obtaining what may be characterized as biometric information are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any license agreements. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergint, title with respect to such materials shall pass to Customer upon delivery to Customer site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergint's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergint fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergint will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergint as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergint in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergint shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergint shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergint costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

For the period of one (1) year, commencing at the earlier of substantial completion of the Work or first beneficial use, ("Warranty Period"), the:

a. Work performed under this Agreement will be of good quality;
b. Equipment will be new unless otherwise required or permitted by this Agreement;
c. Work will be free from defects not inherent in the quality required or permitted; and
d. Work will conform to the requirements of this Agreement.

This warranty excludes remedy for damage or defect caused by abuse, theft, neglect, modifications not executed by Convergint, improper or insufficient maintenance, improper use or operation; fire, explosion, water exposure, corrosion, rust, adverse environmental conditions or resulting from accidents, or any other Acts of God; fluctuations in the building power supply, failure to provide a power supply, or operating an environment that does not conform to the manufacturer's specifications; repair, service, adjustment, tampering or modification of the equipment by anyone other than Convergint service personnel; negligence or acts or omissions of Customer or any third party (excluding a Convergint service personnel); or normal wear and tear under normal usage. The Customer's sole and exclusive remedy for any breach of this warranty is that Convergint shall remove, replace and/or repair at its own discretion and expense any defective or improper Work discovered within the Warranty Period, provided Convergint is notified in writing of any defect within the Warranty Period.

Any software, equipment or products included in the Work and installed by Convergint shall only carry such warranty as is provided by the manufacturer thereof, which Convergint hereby assigns to Customer without recourse to Convergint or which is exclusively granted to customer in the software documentation. Upon request of Customer, Convergint will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 4, THE WORK IS PROVIDED BY CONVERGINT WITHOUT FURTHER WARRANTIES, REPRESENTATIONS OR GUARANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergint may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergint. If Customer orders any additional Work or causes any material interference with Convergint's performance of the Work, Convergint shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergint shall be responsible or liable for or be deemed in breach of this Agreement because of any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any services required by Convergint due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergint shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	$1,000,000 per occurrence/aggregate
Commercial General Liability	$1,000,000 per occurrence
	$2,000,000 general aggregate
Automobile Liability	$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	$5,000,000 per occurrence/aggregate

Convergint's insurance is limited to the coverages listed above and Convergint will not provide Builder's Risk Insurance. Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of work performed by Convergint, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergint pursuant to the terms of this Agreement. Convergint shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergint shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergint or Convergint's employees or subcontractors while on Customer's site.

It is understood and agreed by the parties that Convergint is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergint's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergint. Convergint shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergint, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergint.

SECTION 9. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT UNDER THIS AGREEMENT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

Convergint will comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergint shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergint prior to beginning Work.

If Convergint discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergint is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergint. Convergint in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergint shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergint from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 11. PERSONAL DATA

This Agreement does not authorize Convergint to access, collect, store or process any biometric information although the equipment or products included in the Work (including embedded software) installed by Convergint are capable of collecting biometric information. Customer agrees and will comply with any and all applicable local, state or federal laws, ordinances, rules or regulations (collectively, "Laws") with respect to collecting biometric information using the equipment or products provided under this Agreement. Notwithstanding the foregoing, to the extent Customer uses the Work to collect biometric information or provides Convergint with access to biometric information, Customer acknowledges that Laws may limit Customer's rights and impose obligations with respect to use of software capable of collecting biometric information, including any hardware or other software and services associated with the biometric information, and agrees that Customer is solely responsible to ensure its own compliance with such Laws. To the fullest extent allowed by law, Customer will defend, indemnify and hold Convergint harmless from and against any and all claims, suits, actions, legal proceedings, liabilities, damages, fines, fees, penalties, costs and expenses arising out of or relating to Customer's use or collection of biometric information.

SECTION 12. PRICE ADJUSTMENT

Convergint may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of equipment and/or products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) applicable market trends, or (d) other events not within Convergint's control that impact the cost of performing the Work. The variation in the cost of the equipment, products and/or labor shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergint reserves the right to add periodic surcharges to this order, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergint.

SECTION 13. DISPUTES

In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 14. MISCELLANEOUS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergint may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergint; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergint, or a sale of all or substantially all of the assets of Convergint to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent. In no event will Convergint be obligated to comply with any project labor agreements or other collective bargaining agreements

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergint. No waiver by Customer or Convergint shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

By signing this Agreement, the Customer acknowledges that it reviewed the Important Product Safety and Service Information at https://www.convergint.com/terms/.

Service Quotation

Quote#

www.convergint.com
1218 Arion Parkway, Suite 108
San Antonio, TX 78216
210-822-5668
SanAntonio.Service@convergint.com

***** Quote Type *****
T&M Estimate

Prepared by: Sean Harrison
sean.harrison@convergint.com

Prepared For:
Laredo International Airport
Chief Dehoyos
5210 Bob Bullock Loop
Laredo
956-285-1701
fdehoyos@ci.laredo.tx.us

Date: 8/15/2023
Price Valid for 30 days

Project:

Scope

The scope of work is to include the following installation for two technicians. (1) Run wire, install equipment, (Gallagher 1 Dr Station and Mount, HID Card Reader, REX Motion, Door Strike, and Recessed Door Sensor) for the Storage Door 129. Will also need to program and test. (2) Run wire from IT room, program, and install Hanwha fixed camera in Storage Room 129. (3) Run wire, Program, and install Hanwha fixed camera in IT room. (4) Remove old camera, install, and program new Hanwha Fisheye w/ built-in microphone camera in Officers Quarters. (5) Remove old camera, install, and program new Hanwha Fisheye w/ built-in microphone camera in Dispatch Office. (6) Run wire, install, and program new indoor wide angle camera in Dispatch Office. This work will be for 2 technicians for 3 days

Labor

Quantity	Description	Rate Type	Rate	Extended
24	Convergint Labor	Regular Time	$140.99	$3,383.76
	Convergint Labor	Regular Time		
1	Trip		$120.00	$120.00
2	Per Diem		$145.60	$145.60
2	Hotel Stay		$724.36	$724.36
			Labor Total:	**$4,373.72**

Material

Quantity	Part #	Description	Unit	Extended
1	423MU	Push To Exit Button With Timer	$175.79	$175.79
1	MISC	Miscellaneous	$100.00	$100.00
			Material Total:	**$275.79**

Freight:	**$19.18**
Sales Tax:	
Grand Total:	**$4,668.69**

Sean Harrison
BY CONVERGINT TECHNOLOGIES

Sean Harrison
NAME

Service Supervisor
TITLE

By signing below, I accept this proposal and agree to the terms and conditions contained herein.

PRINTED NAME

X
AUTHORIZED SIGNATURE

DATE

Terms & Conditions

Throughout this Installation Proposal, the term, “Convergint” refers to the Convergint Technologies’ affiliate operating in the state/province in which the work is being performed, specifically, “Convergint Technologies LLC”,

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work (“Work”).

Convergint agrees in accordance with the mutually agreed project schedule:

a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergint:

a. To promptly approve submittals provided by Convergint;
b. To provide access to all areas of the facility which are necessary to complete the Work.
c. To supply suitable electrical service as required by Convergint;
d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergint is first notified of the

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergint interpretation of plans and specifications unless noted otherwise.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergint fifteen (15%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergint will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergint as invoiced,

SECTION 4. WARRANTY

Convergint provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, (“Warranty Period”):

a. That Work performed under this Agreement will be of good quality;
b. That all equipment will be new unless otherwise required or permitted by this Agreement;
c. That the Work will be free from defects not inherent in the quality required or permitted; and
d. That the Work will conform to the requirements of this Agreement.

The Customer’s sole remedy for any breach of this warranty is that Convergint shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided

Any equipment or products installed by Convergint in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergint hereby assigns to Customer

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergint may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergint shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant

SECTION 7. INSURANCE

Convergint shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker’s Compensation	Statutory Limits
Employer’s Liability	$2,000,000 per occurrence /aggregate
Commercial General	$3,000,000 per occurrence/aggregate
Automobile Liability	$3,000,000 per occurrence/aggregate

Employer’s Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance

Convergint shall endeavor to provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergint shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney’s fees), attributable to bodily injury, sickness, disease or

IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING

IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergint agrees to comply with all laws and regulations relating to or governing

In the event that Convergint discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer’s facility where the Work is to be performed, Convergint is entitled to stop the Work at

SECTION 10. DISPUTES

In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergint may assign this Agreement to any of its parents, subsidiary or affiliated companies or any

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergint and delivered to the non-waiving party

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

Service Quotation

Quote#

convergint®

***** Quote Type *****
T&M Estimate

www.convergint.com
1218 Arion Parkway, Suite 108
San Antonio, TX 78216
210-822-5668
SanAntonio.Service@convergint.com

Prepared by: Sean Harrison
sean.harrison@convergint.com

Prepared For:
Laredo International Airport
Chief Dehoyos
5210 Bob Bullock Loop
Laredo
956-285-1701
fdehoyos@ci.laredo.tx.us

Date: 8/15/2023
Price Valid for 30 days

Project:

Scope

The scope of work is to include the following installation for two technicians. (1) Run wire, install equipment, (Gallagher 1 Dr Station and Mount, HID Card Reader, REX Motion, Door Strike, and Recessed Door Sensor) for the Storage Door 129. Will also need to program and test. (2) Run wire from IT room, program, and install Hanwha fixed camera in Storage Room 129. (3) Run wire, Program, and install Hanwha fixed camera in IT room. (4) Remove old camera, install, and program new Hanwha Fisheye w/ built-in microphone camera in Officers Quarters. (5) Remove old camera, install, and program new Hanwha Fisheye w/ built-in microphone camera in Dispatch Office. (6) Run wire, install, and program new indoor wide angle camera in Dispatch Office. This work will be for 2 technicians for 3 days

Labor

Quantity	Description	Rate Type	Rate	Extended
48	Convergint Labor	Regular Time	$140.99	$6,767.52
	Convergint Labor	Regular Time		
1	Trip		$120.00	$120.00
2	Per Diem (2 Technicians)		$291.20	$291.20
2	Hotel Stay (2 Technicians)		$1,448.72	$1,448.72
			Labor Total:	**$8,627.44**

Material

Quantity	Part #	Description	Unit	Extended
2	10102369	Hanwha TEC XNF-9010RV Fisheye	$982.80	$1,965.60
2	10230997	Hanwha TEC QND-7082R Fixed	$457.82	$915.64
1	10235709	Hanwha TEC QND-7012R Wide Angle	$277.64	$277.64
1	4200-ALUM	Trine Door Strike	$198.60	$198.60
1	C400011	Gallagher 1 Door Station	$1,026.48	$1,026.48
1	C400900	Gallagher Dr Station Mount	$45.55	$45.55
1	DS160	Bosch REX Motion	$109.91	$109.91
1	180-12-G	3/4" Recessed Door Sensor	$7.08	$7.08
1	HID 921PTNNEK0000	HID Card Reader	$581.67	$581.67
1	ACCESSJKTPLEN	500' Access Control Bundle	$935.59	$935.59
1	MP-00424CS24-5EU-	1000' CAT5E Cable	$561.20	$561.20
1	MISC	Miscellaneous	$300.00	$300.00
			Material Total:	**$6,924.96**

Freight:	**$397.50**
Sales Tax:	
Grand Total:	**$15,949.90**

Sean Harrison
BY CONVERGINT TECHNOLOGIES

Sean Harrison
NAME

Service Supervisor
TITLE

By signing below, I accept this proposal and agree to the terms and conditions contained herein.

PRINTED NAME

X
AUTHORIZED SIGNATURE

DATE

Terms & Conditions

Throughout this Installation Proposal, the term, “Convergint” refers to the Convergint Technologies’ affiliate operating in the state/province in which the work is being performed, specifically, “Convergint Technologies LLC”,

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c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergint:

a. To promptly approve submittals provided by Convergint;
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c. To supply suitable electrical service as required by Convergint;
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Convergint provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, (“Warranty Period”):

a. That Work performed under this Agreement will be of good quality;
b. That all equipment will be new unless otherwise required or permitted by this Agreement;
c. That the Work will be free from defects not inherent in the quality required or permitted; and
d. That the Work will conform to the requirements of this Agreement.

The Customer’s sole remedy for any breach of this warranty is that Convergint shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided

Any equipment or products installed by Convergint in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergint hereby assigns to Customer

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Without invalidating this Agreement or any bond given hereunder, Customer or Convergint may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for

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SECTION 7. INSURANCE

Convergint shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker’s Compensation	Statutory Limits
Employer’s Liability	$2,000,000 per occurrence /aggregate
Commercial General	$3,000,000 per occurrence/aggregate
Automobile Liability	$3,000,000 per occurrence/aggregate

Employer’s Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance

Convergint shall endeavor to provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergint shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney’s fees), attributable to bodily injury, sickness, disease or

IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING

IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergint agrees to comply with all laws and regulations relating to or governing

In the event that Convergint discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer’s facility where the Work is to be performed, Convergint is entitled to stop the Work at

SECTION 10. DISPUTES

In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergint may assign this Agreement to any of its parents, subsidiary or affiliated companies or any

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergint and delivered to the non-waiving party

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

Service Quotation

Quote#

www.convergint.com
1218 Arion Parkway, Suite 108
San Antonio, TX 78216
210-822-5668
SanAntonio.Service@convergint.com

***** Quote Type *****
T&M Estimate

Prepared by: Sean Harrison
sean.harrison@convergint.com

Prepared For:
Laredo International Airport
Chief Dehoyos
5210 Bob Bullock Loop
Laredo
956-285-1701
fdehoyos@ci.laredo.tx.us

Date: 8/15/2023
Price Valid for 30 days

Project:

Scope

This quote is to replace one existing outdoor camera and also to install a new set of cameras.

Labor

Quantity	Description	Rate Type	Rate	Extended
40	Convergint Labor	Regular Time	$140.99	$5,639.60
	Convergint Labor	Regular Time		
1	trip		$120.00	$120.00
2	Per Diem		$291.20	$291.20
2	Hotel Stay		$1,448.72	$1,448.72
1	2 Day Lift Rental		$2,610.55	$2,610.55
			Labor Total:	**$10,110.07**

Material

Quantity	Part #	Description	Unit	Extended
1	10264241	Hanwha TEC PNM-9085RQZ1	$3,112.20	$3,112.20
3	10367325	Hanwha TEC PNM-C34404RQPZ	$9,323.59	$27,970.76
1	MISC	Miscellanous	$1,000.00	$1,000.00
2	MP-00424CS24-5EU-(	1000' CAT5E Cable	$561.20	$1,122.39
			Material Total:	**$33,205.36**

Freight:	
Sales Tax:	**$3,573.52**
Grand Total:	**$46,888.95**

Sean Harrison
BY CONVERGINT TECHNOLOGIES

Sean Harrison
NAME

Service Supervisor
TITLE

By signing below, I accept this proposal and agree to the terms and conditions contained herein.

PRINTED NAME

X
AUTHORIZED SIGNATURE

DATE

Terms & Conditions

Throughout this Installation Proposal, the term, “Convergint” refers to the Convergint Technologies’ affiliate operating in the state/province in which the work is being performed, specifically, “Convergint Technologies LLC”,

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work (“Work”).

Convergint agrees in accordance with the mutually agreed project schedule:

a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergint:

a. To promptly approve submittals provided by Convergint;
b. To provide access to all areas of the facility which are necessary to complete the Work.
c. To supply suitable electrical service as required by Convergint;
d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergint is first notified of the

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergint interpretation of plans and specifications unless noted otherwise.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergint fifteen (15%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergint will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergint as invoiced,

SECTION 4. WARRANTY

Convergint provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, (“Warranty Period”):

a. That Work performed under this Agreement will be of good quality;
b. That all equipment will be new unless otherwise required or permitted by this Agreement;
c. That the Work will be free from defects not inherent in the quality required or permitted; and
d. That the Work will conform to the requirements of this Agreement.

The Customer’s sole remedy for any breach of this warranty is that Convergint shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided

Any equipment or products installed by Convergint in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergint hereby assigns to Customer

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergint may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergint shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant

SECTION 7. INSURANCE

Convergint shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker’s Compensation	Statutory Limits
Employer’s Liability	$2,000,000 per occurrence /aggregate
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Automobile Liability	$3,000,000 per occurrence/aggregate

Employer’s Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance

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The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

1218 Arion Pkwy, San Antonio, Texas 78216
Phone Mobile (210)355-2290
matt.rivera@convergint.com

June 30, 2023

Laredo International Airport
Laredo International Airport
5210 Bob Bullock Loop Laredo, Texas 78041
Attention:

Quotation: MR12578457P
RFP#:
License/Cert B10716-C
ACR-1750734

Reference: Luggage Door Repair

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

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Scope of Work

- Convergint will provide and install new hinges for the “luggage double door” at the Laredo International Airport.
- Convergint will install a local power supply for the door locking hardware and install new cabling as needed to support the locking hardware.
- Convergint will test and commission the work to ensure that it is operational.

Materials

Line	Qty	Part	Description	Manufacturer
1	Omnia Partners Contract R220702			
2	Off Contract Open Market			
3	1.00	SELSL11-89-CL-SD ATW12	Full length hinge with electrified prep 89 inch	Select Hinges
4	Labor was Quoted IAW Omnia Partners Contract R220702			

Total Project Price	$ 7,861.36

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Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Fifty percent (50%) of the proposed sell price shall be payable to Convergint for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergint reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergint and its suppliers to avoid such delays. Customer agrees to provide Convergint with reasonable extensions of time to the extent of any such delays and Convergint agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergint's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergint actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergint's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergint agrees that it shall make commercially reasonable efforts to minimize any such increase.

REVIEW IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION PRIOR TO USING A CONVERGINT-INSTALLED SOLUTION: See the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergint.com/terms.

Performance Items

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Items Included	
Material (listed in the BOM)	One-Year Warranty on Labor
One-Year Warranty on Parts	Testing of all Proposed Devices

Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Applicable Taxes
Attend General Contractor Project Meetings	Attend Owner Project Meetings
Authority having Jurisdiction permit drawing (requires customer CAD)	Cable
Ceiling Tiles and Ceiling Grid Repairs	Connection to Building Fire Alarm Panel
Correction of Wiring Faults Caused by Others	Door wiring typical connections
Electrical Installation Permit	Electrified Door Locking Hardware
Engineering and Drawings	Equipment rack layout drawing
FA Permit and Plan Review Fees	Fire Stopping (Excludes Existing Penetrations)
Fire Watch	Floor Coverings for Lifts
Floor plan with device placement and numbering (requires customer CAD)	Freight (prepaid)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Cameras	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire and Cable
Installation of Wire Hangars	Lifts
Loading Software on Customer Provided Computer	Low Voltage Permits
Mounting/Termination of Proposed Devices	On-Site Lockable Storage Facility
Operations & Maintenance Manuals	Owner to Provide DHCP Lease Reservations for Network Connected Devices
Owner to Provide Static IP Addresses	Owner Training
Panel Wall Elevation drawing (may require customer CAD)	Panel wiring with point to point connections
Patch and Paint	Payment & Performance Bonds
Project Management	Record Documentation (As-Built)
Riser drawing with home run wiring	Servers by Convergint
Servers by Others	Specialty Backboxes
Submittal Drawings	System Engineering
System is Design-Build	System Meets Plans/Drawings
System Programming	Terminal Cabinets
Termination of Control Equipment Enclosures	Vertical Core Drilling
Wire	Workstations by Convergint
Workstations by Others	

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Total Project Investment: **$ 7,861.36**

Thank you for considering Convergint for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Matthew Rivera
Convergint
Matthew Rivera

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

	June 30, 2023
Customer Name (Printed)	Date
Authorized Signature	Title

Throughout this Installation Proposal, the term, "Convergint" refers to the Convergint Technologies affiliate operating in the state/province in which the Work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work, including without limitation, goods, services, equipment and software, ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and, subject to any addendums, represents the entire agreement between Convergint and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergint agrees in accordance with the mutually agreed project schedule:

a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
c. Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergint:

a. To promptly approve submittals provided by Convergint;
b. To provide access to all areas of the facility which are necessary to complete the Work;
c. To supply suitable electrical service as required by Convergint; and
d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergint is first notified of the emergency or failure and until such time that Convergint notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services or software capable of obtaining what may be characterized as biometric information are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any license agreements. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergint, title with respect to such materials shall pass to Customer upon delivery to Customer site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergint's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergint fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergint will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergint as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergint in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergint shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergint shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergint costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

For the period of one (1) year, commencing at the earlier of substantial completion of the Work or first beneficial use, ("Warranty Period"), the:

a. Work performed under this Agreement will be of good quality;
b. Equipment will be new unless otherwise required or permitted by this Agreement;
c. Work will be free from defects not inherent in the quality required or permitted; and
d. Work will conform to the requirements of this Agreement.

This warranty excludes remedy for damage or defect caused by abuse, theft, neglect, modifications not executed by Convergint, improper or insufficient maintenance, improper use or operation; fire, explosion, water exposure, corrosion, rust, adverse environmental conditions or resulting from accidents, or any other Acts of God; fluctuations in the building power supply, failure to provide a power supply, or operating an environment that does not conform to the manufacturer's specifications; repair, service, adjustment, tampering or modification of the equipment by anyone other than Convergint service personnel; negligence or acts or omissions of Customer or any third party (excluding a Convergint service personnel); or normal wear and tear under normal usage. The Customer's sole and exclusive remedy for any breach of this warranty is that Convergint shall remove, replace and/or repair at its own discretion and expense any defective or improper Work discovered within the Warranty Period, provided Convergint is notified in writing of any defect within the Warranty Period.

Any software, equipment or products included in the Work and installed by Convergint shall only carry such warranty as is provided by the manufacturer thereof, which Convergint hereby assigns to Customer without recourse to Convergint or which is exclusively granted to customer in the software documentation. Upon request of Customer, Convergint will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 4, THE WORK IS PROVIDED BY CONVERGINT WITHOUT FURTHER WARRANTIES, REPRESENTATIONS OR GUARANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergint may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergint. If Customer orders any additional Work or causes any material interference with Convergint's performance of the Work, Convergint shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergint shall be responsible or liable for or be deemed in breach of this Agreement because of any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any services required by Convergint due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergint shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	$1,000,000 per occurrence/aggregate
Commercial General Liability	$1,000,000 per occurrence
	$2,000,000 general aggregate
Automobile Liability	$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	$5,000,000 per occurrence/aggregate

Convergint's insurance is limited to the coverages listed above and Convergint will not provide Builder's Risk Insurance. Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of work performed by Convergint, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergint pursuant to the terms of this Agreement. Convergint shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergint shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergint or Convergint's employees or subcontractors while on Customer's site.

It is understood and agreed by the parties that Convergint is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergint's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergint. Convergint shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergint, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergint.

SECTION 9 LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT UNDER THIS AGREEMENT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

Convergint will comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergint shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergint prior to beginning Work.

If Convergint discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergint is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergint. Convergint in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergint shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergint from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 11. PERSONAL DATA

This Agreement does not authorize Convergint to access, collect, store or process any biometric information although the equipment or products included in the Work (including embedded software) installed by Convergint are capable of collecting biometric information. Customer agrees and will comply with any and all applicable local, state or federal laws, ordinances, rules or regulations (collectively, "Laws") with respect to collecting biometric information using the equipment or products provided under this Agreement. Notwithstanding the foregoing, to the extent Customer uses the Work to collect biometric information or provides Convergint with access to biometric information, Customer acknowledges that Laws may limit Customer's rights and impose obligations with respect to use of software capable of collecting biometric information, including any hardware or other software and services associated with the biometric information, and agrees that Customer is solely responsible to ensure its own compliance with such Laws. To the fullest extent allowed by law, Customer will defend, indemnify and hold Convergint harmless from and against any and all claims, suits, actions, legal proceedings, liabilities, damages, fines, fees, penalties, costs and expenses arising out of or relating to Customer's use or collection of biometric information.

SECTION 12. PRICE ADJUSTMENT

Convergint may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of equipment and/or products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) applicable market trends, or (d) other events not within Convergint's control that impact the cost of performing the Work. The variation in the cost of the equipment, products and/or labor shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergint reserves the right to add periodic surcharges to this order, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergint.

SECTION 13. DISPUTES

In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 14. MISCELLANEOUS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergint may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergint; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergint, or a sale of all or substantially all of the assets of Convergint to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent. In no event will Convergint be obligated to comply with any project labor agreements or other collective bargaining agreements

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergint. No waiver by Customer or Convergint shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

By signing this Agreement, the Customer acknowledges that it reviewed the Important Product Safety and Service Information at https://www.convergint.com/terms/.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager
Initiated By: Jose A. Valdez, Jr., Assistant City Manager

Staff Source: Yvette Limon, Bridge Director; Mark DeMay, Financial Services Director; Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to award contract FY23-076 to the lowest responsive, responsible bidder Temprite Mechanical, Inc., Laredo, TX for an amount of $73,207.00. This is a purchase contract for the replacement of a new A/C chiller at Bridge #1; work shall consist of disconnection and removal of old chiller to replace with new Carrier 50-ton chiller. Funding is available in the Laredo Bridge System's Operation Fund.

Temprite Mechanical, Inc.	Price
Equipment & Services	$72,500.00
Payment Bond	$707.00
Total	$73,207.00

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The City went on formal bid solicitations through Cit-E-Bid in which only two (2) bids were submitted by the following vendors: Temprite Mechanical, Inc., Laredo, TX and Ruby's Air Conditioning, Inc., Laredo, TX. This is a one-time purchase for the replacement and installation of a 50-ton chiller at Bridge #1. Awarded vendor will be required to furnish a satisfactory payment bond in the amount of 100% of the total contract price.

Vendor	Total
Temprite Mechanical, Inc.	$ 72,500.00 + $707.00 = $73,207.00
Ruby's Air Conditioning, Inc.	$ 93,000.00

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	FY2023
Bugeted Y/N?:	Y
Source of Funds:	Bridge Operation Fund
Account #:	553-4010-583-2030
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the Bridge System's Operation Fund.

Attachments

Supplier Response
Bid Tabulation

FY23-076
Temprite Mechanical, Inc
Supplier Response

Event Information

Number: FY23-076
Title: Replacement of Chiller at Bridge #1 - Bridge Department
Type: Request For Bid
Issue Date: 8/12/2023
Deadline: 9/5/2023 05:00 PM (CT)
Notes: Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd.floor, Laredo, Texas 78040 until **5:00 P.M. on September 5, 2023 and all bids received will be opened and publicly acknowledged at 10:00 AM on September 6, 2023.**

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.

Contact Information

Contact: Victor Sanchez
Address: 11601 FM Road 1472
Laredo, TX 78044
Phone: (956) 764-8844
Email: vsanchez@ci.laredo.tx.us

Temprite Mechanical, Inc Information

Contact: Rene Salinas
Address: 2806 Cortez st
Laredo, TX 78043
Phone: (956) 726-3826
Fax: (956) 712-8834
Email: rene@tempritelaredo.com
Web Address: tempritelaredo.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Rene Salinas
Signature

renes@tempritelaredo.com
Email

Submitted at 9/5/2023 12:20:38 PM (CT)

Response Attachments

affidavit.pdf

Non-Collusive Affidavit Form

Conflict of Interest Questionnaire-Revised 1-1-2021 (1).pdf

Conflict of Interest Questionnaire-Revised 1-1-2021

DOC090523 (1).pdf

Form 1295- Certificate of Interested Parties

Bid Attributes

1	**Award by Total** This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code ☑ Yes
2	**Terms and Conditions for Request for Bids** **TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. **1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response

to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."
(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).
(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

3	**Insurance Terms and Conditions** **INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract. (a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit. (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate. (c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage. (d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract. (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability. (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows: 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies. 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage. 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance. 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances. 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo. 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following: 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein. 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo. (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies. **(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.** (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract. (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract. ☑ I agree my insurance meets minumum requirements

4	**Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

5	**Contract Requirements** **1.CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings. **1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD** **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration. **1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system)** The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true. **1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system)** The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only**** **1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system)** Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. **1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system)** Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. Changes to Form 1295: Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration." ☑ I have read and understand this section

6 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☑ I have read and understand this section

7 **Questionnaire Description**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

8 **Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid**

TEMPRITE MECHANICAL, INC. RENE SALINAS (956) 726-3826

9 **State how long under has the business been in its present business name**

35

10 **If applicable, list all other names under which the Business identified above operated in the last five years**

TEMPRITE MECHANICAL, INC

11 **State if the Company is a certified minority business enterprise**

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

12 **Questions Part 1**

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

NO

13 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

NO

14 **State if the Company is a certified minority business enterprise**

Historically Underutilized Business (HUB)

15 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

16 **Conflict of 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.

17 **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

18 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

19 **This is a**

New Submission

20 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

RENE SALINAS

21 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

Replacement of Chiller at Bridge #1 - Bridge Department

22 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

TEMPRITE MECHANICAL, INC

23 **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

24 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

25 **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

26 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

27 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

28 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

29 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

30 **Question 7. Disclosure of 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

31 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

32	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am aware of conflict of interest
33	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. *No response*
34	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section
35	**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
36	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
37	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date RENE SALINAS - PRESIDENT - TEMPRITE MECHANICAL INC - 09/04/2023
38	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct

Bid Lines

1	**Chiller Replacement at Bridge #1** The City of Laredo Bridge Department is now requesting formal bids subject to the terms and conditions and other contract provisions, for replacement of chiller for the Administrative Building at Bridge #1 located at Water & Convent, Laredo, Texas. The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

GENERAL REQUIREMENTS:

Contractor is to provide all necessary labor, equipment, including crane rental if needed, supervision and any other cost associated to complete job. Contractor will provide and deliver equipment to destination. All work is to be done according to city codes and regulations. The contractor shall be required to secure all required building permits, City of Laredo/Bridge Department will not pay for building permits that are required for this project. The contractor shall be required to provide safety signs. The contractor shall guarantee the work to be free from labor or material defects for one (1) year upon completion of the project. Contractor shall display professional behavior at all times. Contractor is also responsible to inform employees or subcontractors of such professionalism. Contractor shall keep area clean at all times and clean at the end of the day each day. Contractor shall provide a trash container at site work. All trash must be disposed of at City of Laredo Landfill. City of Laredo/Bridge Department will not pay for landfill cost. Contractor must notify Bridge Department on the date and time they need to go and perform the service and must notify upon completion.

SCOPE OF WORK:

To Replace the Carrier Chiller for the Administrative Building at Bridge #1 located at Water and Convent.
1) Close chilled water valves and disconnect old chiller from roof.
2) Remove it and replace with a new Carrier brand 50-ton Chiller.
4) Includes 3HP Water pump, and non-fused disconnect.
5) Start-up by Carrier Factory Technician. If approved equal brand is offered and approved, start-up by factory technician of that brand will be required for start-up.
****Bridge Department will not approve alternative brands and/or refurbished items. Must be brand name Carrier and new.****

WARRANTY:

One (1) year parts and labor and five (5) years on compressor(s). Contractor shall be required to guarantee its workmanship to the full satisfaction of the City of Laredo. Any work deemed unsatisfactory by City Inspection shall be redone at no additional cost to the City.

INSURANCE REQUIREMENTS:

Contractor shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

CONSTRUCTION CONTRACTS:

Payment/ Performance Bonds When required and specified in the City of Laredo construction bid specifications and in the event that the base bid exceeds $100,000, the primary contract vendor will be required to furnish a satisfactory Payment and Performance Bond in the amount of 100% of the total contract price, and a satisfactory Payment Bond, if the base bid exceeds $50,000.00, in such amount, both duly executed by such bidder as principal. The successful bidder will be required to provide Performance and Payment bonds issued by an insurance company complying with the minimum State requirements and is licensed in the State of Texas, and has a Best's Key Rating as follows: Construction Contract Rating $100,000 to $250,000 A $250,001 to $1,000,000 A The payment and performance bonds should not be purchased prior to; or are a requirement to submit a bid, however the primary contract vendor awarded a construction contract must purchase and submit such bonds prior to performing any contract work. In the event that the base bid amount is less than $50,000.00, the payment bond and/or the performance bond will not be required if the successful bidder waives payment for the work until completion of the work and final acceptance by the City. In the event that the base bid amount is less than $100,000.00, the performance bond will not be required if the successful bidder waives payment for the work until completion of the work and final acceptance by the City. This provision applies only if the successful bidder agrees to be paid in one payment upon completion and acceptance of the project by the City of Laredo.

AWARD OF CONTRACT:

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation of Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsive responsible bidder based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

Quantity: 1 UOM: EA Price: $72,500.00 Total: $72,500.00

Response Total: $72,500.00

Event Number	FY23-076	**Organization**	City of Laredo Purchasing
Event Title	Replacement of Chiller at Bridge #1 - Brid	**Workgroup**	City of Laredo Purchasing
Event Description	Bidders are strongly encouraged to submi	**Event Owner**	Griselda Hidalgo
Event Type	RFB	**Email**	ghidalgo@ci.laredo.tx.us
Issue Date	8/12/2023 08:00:03 AM (CT)	**Phone**	(956) 794-1735
Close Date	9/5/2023 05:00:00 PM (CT)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Temprite Mechanical, Inc	Laredo	TX	9/5/2023 12:20:38 PM (CT)	1	$72,500.00
Ruby's Air Conditioning, Inc.	Laredo	TX	9/5/2023 01:16:10 PM (CT)	1	$93,000.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager
Initiated By: Jose A. Valdez, Jr., Assistant City Manager

Staff Source: Yvette Limon, Bridge Director; Mark DeMay, Financial Services Director; Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to authorize purchase contract to TransCore, Atlanta, GA (sole source vendor) for an amount of $105,600.00. These are cumulative, as needed, purchases which include: blades, readers and other parts for lane controllers at all toll booths used to relay the information from the weigh-in motion to the toll system. Funding is available in the Laredo Bridge System Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The Laredo Bridge System purchased blades, readers and parts to maintain daily operations of the weigh-in lanes at all toll booths. On June 2, 2023, PO# 377825 was issued in the amount of $37,800.00 and are currently requesting additional items in the amount of $67,800.00 for a total amount of $105,600.00. Funding is available in the Laredo Bridge System Fund.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that motion be approved.

Fiscal Impact

Fiscal Year:	FY2023
Bugeted Y/N?:	Y
Source of Funds:	Materials and Supplies

Account #: 553-4010-582-3010

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the Laredo Bridge System's Materials and Supplies Fund.

Attachments

Sole Source Letter
Quotes
Purchase Order

TRANSCORE

www.transcore.com

August 21, 2023

J. Kent Richard
Assistant Bridge Director
City of Laredo Bridge System
1209 Water Street
Laredo, Texas 78040

Subject: Infinity Hardware Sole Source

Dear Mr. Richard:

This letter is to confirm the necessity of sole source procurement for TransCore's Infinity Equipment.

TransCore is the sole provider of the Infinity Equipment for the tolling market. There is no other commercially available version of these components; nor are these re-sold thru a distribution network (dealers/distributors).

Please do not hesitate to contact me if you have any questions at (713) 939-5400.

Sincerely,
TRANSCORE

Victor Hernandez
Project Manager

State of Texas
County of Harris

This instrument was acknowledged before me on this 05 day of Sept, 2023,
by Tiffany Majors.
(Personally known or) Produced _____ as identification.

Tiffany Majors
exp. 11/6/25

TIFFANY MAJORS
My Notary ID # 131341591
Expires November 6, 2025

TRANSCORE

Remittance Address:
PO Box 933493
Atlanta, GA 31193-3493

Quote

Bill To:
Yvette Limon
1209 Water St
Laredo, Tx 78040

Project Number: 1123006
Customer Number:
Invoice Number:
Invoice Date: 07/10/23
Terms: Net 30

DESCRIPTION OF BILLABLE	QTY	Unit Price	AMOUNT BILLABLE
IVIS Blade	2	$ 6,450.00	$ 12,900.00
Lane Server Blade	2	$ 9,000.00	$ 18,000.00
DDC Blade	2	$ 1,700.00	$ 3,400.00
OPUS Blade	1	$ 3,500.00	$ 3,500.00
E6 Reader	1	$ 10,000.00	$ 10,000.00
		SUBTOTAL	$ 47,800.00
		SALES TAX	$ -
		TOTAL DUE	**$ 47,800.00**

Notes:

Victor Hernandez
Project Manager

TRANSCORE

Remittance Address:
PO Box 933493
Atlanta, GA 31193-3493

Quote

Bill To:
Yvette Limon
1209 Water St
Laredo, Tx 78040

Project Number: 1123006
Customer Number:
Invoice Number:
Invoice Date: 08/21/23
Terms: Net 30

DESCRIPTION OF BILLABLE	QTY	Unit Price	AMOUNT BILLABLE
E6 Reader	2	$ 10,000.00	$ 20,000.00
			$ -
			$ -
			$ -
			$ -
		SUBTOTAL	$ 20,000.00
		SALES TAX	$ -
		TOTAL DUE	**$ 20,000.00**

Notes:

Victor Hernandez
Project Manager

PURCHASE ORDER

CITY OF LAREDO – PURCHASING
5512 THOMAS AVENUE
LAREDO, TX 78041

PO 377825
DATE: 6/2/2023

Send Invoice to:

CITY OF LAREDO
ACCOUNTS PAYABLE
P.O. BOX 210
LAREDO, TX 78042-0210

VENDOR PHONE: (713)939-5400
VENDOR FAX: (713)355-3349
VENDOR #: 22779
VENDOR ADDRESS: TRANSCORE
2705 WEST SAM HOUSTON
PARKWAY NORTH
HOUSTON, TX 77043

SHIP TO: WORLD TRADE BRIDGE
WORLD TRADE BRIDGE
11601- FM - 1472
ATTN: KENT RICHARD
LAREDO, TX 78045

P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
06/24/2023	0000444996	05/24/2023	VICTOR HERNANDEZ
FOB	**ACCOUNT #**	**CONTRACT #**	**AUTHORIZED BY**
FINAL DESTINATION	Multiple Accounts		TANIA HERRERA

ITEM #	QTY/UNIT		DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXT COST
1	2.00	EA	IVIS BLADE	6,450.0000	12,900.00
IVIS BLADE					
2	2.00	EA	LANE SERVER BLADE	9,000.0000	18,000.00
LANE SERVER BLADE					
3	2.00	EA	DDC BLADE	1,700.0000	3,400.00
DDC BLADE					
4	1.00	EA	OPUS BLADE	3,500.0000	3,500.00
OPUS BLADE					

*If you have any questions please
contact:
City of Laredo - Bridge System
Rosie Tijerina/Victor Sanchez
956 791-2200
rtijerina0@ci.laredo.tx.us

This purchase shall be governed, construed, and interpreted by the laws of the state of Texas and general terms and conditions of the City of Laredo.

To update your vendor information, please contact Purchasing Division at 956-790-1800.

PURCHASE ORDER

CITY OF LAREDO – PURCHASING
5512 THOMAS AVENUE
LAREDO, TX 78041

PO 377825
DATE: 6/2/2023

Send Invoice to:

CITY OF LAREDO
ACCOUNTS PAYABLE
P.O. BOX 210
LAREDO, TX 78042-0210

VENDOR PHONE: (713)939-5400
VENDOR FAX: (713)355-3349
VENDOR #: 22779
VENDOR ADDRESS: TRANSCORE
2705 WEST SAM HOUSTON
PARKWAY NORTH
HOUSTON, TX 77043

SHIP TO: WORLD TRADE BRIDGE
WORLD TRADE BRIDGE
11601- FM - 1472
ATTN: KENT RICHARD
LAREDO, TX 78045

P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
06/24/2023	0000444996	05/24/2023	VICTOR HERNANDEZ
FOB	**ACCOUNT #**	**CONTRACT #**	**AUTHORIZED BY**
FINAL DESTINATION	Multiple Accounts		TANIA HERRERA

ITEM #	QTY/UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXT COST

TOTAL PURCHASE AMOUNT **$37,800.00**

Account	Project	Amount
55340105823030		9,450.00
55340125823030		9,450.00
55340155823030		9,450.00
55340615823030		9,450.00

This purchase shall be governed, construed, and interpreted by the laws of the state of Texas and general terms and conditions of the City of Laredo.

*****To update your vendor information, please contact Purchasing Division at 956-790-1800.*****

TRANSCORE

Remittance Address:
PO Box 933493
Atlanta, GA 31193-3493

Quote

Bill To:
Yvette Limon
1209 Water St
Laredo, Tx 78040

Project Number:
Customer Number:
Invoice Number:
Invoice Date: 05/23/23
Terms: Net 30

DESCRIPTION OF BILLABLE	QTY	Unit Price	AMOUNT BILLABLE
IVIS Blade	2	$ 6,450.00	$ 12,900.00
Lane Server Blade	2	$ 9,000.00	$ 18,000.00
DDC Blade	2	$ 1,700.00	$ 3,400.00
OPUS Blade	1	$ 3,500.00	$ 3,500.00
E6 Reader			$ -
		SUBTOTAL	$ 37,800.00
		SALES TAX	$ -
		TOTAL DUE	**$ 37,800.00**

Notes:

Victor Hernandez
Project Manager

TRANSCORE

4909 W. Sam Houston Pkwy. N, STE A-300
Houston, TX 77041
Phone: 713.939.5400

8/20/2019

Ms. Yvette Limon, CPM
Bridge Director
City of Laredo - International Bridge I
1209 Water St
Laredo, TX 78040
ylimon@ci.laredo.tx.us

Re: **Sole Source Justification Letter – TransCore *Infinity* and *Integrity* Software**

Ms. Limon,
This letter is to confirm that the City of Laredo uses TransCore's *Infinity* Digital Lane System and *Integrity* Back Office Solution for revenue collection on the City of Laredo Bridge System. TransCore is the sole source certified vendor for both the *Infinity* and *Integrity* software systems.

- The *Infinity* and *Integrity* products must be source directly from Transcore, no other vendors are authorized to perform system and software maintenance on this product.

If you desire additional information don't hesitate to contact me via email at clint.holley@transcore.com or via mobile at 713.894.8171

Sincerely,
TRANSCORE

R. Clint Holley, P.E., PTOE
Vice President and Managing Director Southwest Region

CC: Elizabeth Estrada, *City of Laredo*
Victor Hernandez, MBA, PMP, *TransCore*
Ron Barr, *TransCore*
File

Bridge 32.

City Council-Regular

Meeting Date: 09/18/2023

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

Staff Source: Yvette Limon, Bridge Director

SUBJECT

Authorizing the City Manager to approve the purchase of cellular signal boosters to optimize indoor cellular coverage for the Juarez/Lincoln Bridge (Bridge II) and the Colombia Solidarity Bridge (Bridge III) administration buildings from GTS Technology Solutions, Inc., Austin, Texas through the State of Texas DIR Cooperative Purchase Contract DIR-CPO-4751, DIR-CPO-4754 and the Interlocal Purchasing System Contract TIPS 200105 in the amount of $119,234.84. Funding is available in the Laredo Bridge System Fund.

PREVIOUS COUNCIL ACTION

On October 3, 2022, City Council authorized the Interim City Manager to approve the purchase of cellular signal boosters to optimize indoor cellular coverage for Bridge 1 administration building from GTS Technology Solutions, Inc., from Austin, Texas through the State of Texas DIR Cooperative Purchase Contract DIR-CPO-4751, DIR-CPO-4754 and the Interlocal Purchasing System Contract TIPS 200105 in the amount of $57,403.34.

BACKGROUND

The Laredo Bridge System is currently in need of purchasing a multi-carrier enterprise grade cellular signal booster solution that provides optimal coverage and automatically adjusts to changing network conditions. An enterprise grade cell booster solution is necessary to ensure cellular signal communication is reliable and consistent to eliminate the poor signal conditions. This solution will not only provide optimal indoor cell signal coverage for the Bridge II and Bridge III operations but will also provide dependable and strong signal to our first responders and law enforcement for any emergency.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Authorize the purchase of cellular signal boosters for Bridge II and Bridge III.

Fiscal Impact

Fiscal Year:	FY2023
Bugeted Y/N?:	Yes
Source of Funds:	Bridge Revenue
Account #:	553-4012&4015-585-9001
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Funding is available in the Laredo Bridge System capital outlay accounts 553-4012-585-9001 and 553-4015-585-9001.

Attachments

Quote

GTS
TECHNOLOGY SOLUTIONS

Quote

Quote #: QT0103096
Date: 8/29/2023
Delivery Date:
Expire Date: 9/24/2023
Customer ID: TXCOLAREDO13000
Sales Contact: Jacob Jiongo

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

QUOTE FOR:	SHIP TO:
City of Laredo	City of Laredo

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Tanner Funke
	SHIPPING TERMS	**SHIP VIA**

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	NOTE LINE: Bridge 2 Juarez Lincoln	NON CONTRACT	1.00	EACH	$0.00	$0.00
2	592NI44GWUS1NCUS1C51: Nextivity Cel-Fi QUATRA 4000i Networked Smart Booster NU – Bands 4/12/13/25/26/30/71/41TDD	DIR-CPO-4751	1.00	EACH	$6,649.50	$6,649.50
3	592NI41GWUS1NCUS7X51: Nextivity Cel-Fi QUATRA 4000i Networked Smart Booster CU - Bands 4/12/13/25/26/30/71/41TDD	DIR-CPO-4751	5.00	EACH	$3,411.65	$17,058.25
4	A62-V44-200: NEXTIVITY CEL-FI OUTDOOR WIDEBAND DIRECTIONAL LPDA-R ANTENNA - BAND 71 SUPPORT - BLACK	DIR-CPO-4751	3.00	EACH	$355.26	$1,065.78
5	A11-H43-201: NEXTIVITY CEL-FI LOW PROFILE - SISO INDOOR OMNI ANTENNA - LTE (N F)	DIR-CPO-4751	4.00	EACH	$169.48	$677.92
6	LCF12-50J: CELLFLEX - 1/2" Low-Loss Foam Coaxial, Halogene Free, Polyethylene, PE, Not Flame Retardant	TIPS 200105	1,000.00	EACH	$4.26	$4,260.00
7	ICA12-50JPLR: Rfs'S Fire Engine Red, 1/2" Clear Fill Line Aluminum Plenum-Rated Dielectric Coaxial Cable	TIPS 200105	300.00	EACH	$4.26	$1,278.00
8	HCI-MISC: 4-Way Power Divider, Combiner, Splitter - N Female (Jack)Connectors	TIPS 200105	1.00	EACH	$180.00	$180.00
9	RSRF-LSP-50: Lightning Surge Suppressor Kit - N Female to N Female 5' jumper cable N Male to N Male, 0-3GHz - 230 V - 50 Ohm	TIPS 200105	3.00	EACH	$95.70	$287.10
10	LCF12-C02-6: N Male Connector For 1/2" Coaxial Cable, Omni Fit Standard, Extended Frequency Range	TIPS 200105	40.00	EACH	$30.24	$1,209.60
11	46224PPBLW: 4 Pair Gamechanger Cable Plenum Rated Blue W/WT Stripe	TIPS 200105	3,000.00	EACH	$1.18	$3,540.00
12	71202044J: Plugs/Connectors, RJ45 CAT 6, Unshielded, Male PlatinumezEX44, 100PK, Clear	TIPS 200105	1.00	EACH	$152.69	$152.69
13	FAST WRAP: FAST WRAP WEATHERPROOFING, TWO ROLLS	TIPS 200105	2.00	EACH	$39.63	$79.26
14	MTSMT-F1637: 1/2" X 18" X 48" Rubber Mat, Single Unit, 6 Mats Needed Per MT-416	TIPS 200105	4.00	EACH	$0.00	$0.00
15	R-FRM125: Non-Penetrating Roof Mount Mast 1 1/4" O.D. and 60" Height, 36" Square	TIPS 200105	2.00	EACH	$273.21	$546.42
16	NMNM - 3: RG142U 3ft Jumper NM/NM	TIPS 200105	18.00	EACH	$77.99	$1,403.82

Continued...

GTS
TECHNOLOGY SOLUTIONS

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote

Quote #:	**QT0103096**
Date:	8/29/2023
Delivery Date:	
Expire Date:	9/24/2023
Customer ID:	TXCOLAREDO13000
Sales Contact:	Jacob Jiongo

QUOTE FOR:	SHIP TO:
City of Laredo	City of Laredo

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Tanner Funke
	SHIPPING TERMS	**SHIP VIA**

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
17	CBL-GROUND-6: Cable Ground Wire 6AWG Green THHN Type 1, Stranded, Green Jacket	TIPS 200105	20.00	EACH	$2.95	$59.00
18	SG12-12B2U: Sureground Grounding Kit, (1/2")	TIPS 200105	4.00	EACH	$32.23	$128.92
19	DB10: DURA-BLOCK 9.6" Supportbase W/B44 Channel	TIPS 200105	8.00	EACH	$86.67	$693.36
20	UGBKIT-2: 1/4" x 2 1/2" x 12 1/2" Universal Ground Bar	TIPS 200105	1.00	EACH	$92.05	$92.05
21	HCI-MISC: ANNUAL: - Remote Monitoring & Control System	DIR-CPO-4754	1.00	EACH	$1,304.35	$1,304.35
22	SERVICES: GTS SERVICES: Installation of Nextivity Cell Boosters and Hardware as outlined in SOW	DIR-CPO-4754	1.00	EACH	$11,000.00	$11,000.00
23	SERVICES: GTS SERVICES: Miscellaneous Installation Materials	DIR-CPO-4754	1.00	EACH	$3,804.35	$3,804.35
24	SERVICES: PROJECT MANAGEMENT: Project Management	DIR-CPO-4754	1.00	EACH	$0.00	$0.00
25	NOTE LINE: Bridge 3 Colombia	NON CONTRACT	0.00	EACH	$0.00	$0.00
26	592NI44GWUS1NCUS1C51: Nextivity Cel-Fi QUATRA 4000i Networked Smart Booster NU – Bands 4/12/13/25/26/30/71/41TDD NOTE: MSRP $7998.00	DIR-CPO-4751	1.00	EACH	$6,649.50	$6,649.50
27	592NI41GWUS1NCUS7X51: Nextivity Cel-Fi QUATRA 4000i Networked Smart Booster CU - Bands 4/12/13/25/26/30/71/41TDD NOTE: MSRP $4298.00	DIR-CPO-4751	5.00	EACH	$3,411.65	$17,058.25
28	A62-V44-200: NEXTIVITY CEL-FI OUTDOOR WIDEBAND DIRECTIONAL LPDA-R ANTENNA - BAND 71 SUPPORT - BLACK	TIPS 200105	4.00	EACH	$355.26	$1,421.04
29	RSRF-LSP-50: Lightning Surge Suppressor Kit - N Female to N Female 5' jumper cable N Male to N Male, 0-3GHz - 230 V - 50 Ohm	TIPS 200105	4.00	EACH	$95.70	$382.80
30	A32-V32-201: Nextivity Cel-Fi Indoor/Outdoor Wideband Directional Antenna 10K Resistor - Bracket Mount - White - 2m Cable - LTE (N F)	TIPS 200105	4.00	EACH	$96.72	$386.88
31	PD2020: "2-Way Power Divider Combiner Splitter N F - 0.7-2.7 GHz - 40 Watts - 50 Ohm - 0 Degree - RoHS"	TIPS 200105	2.00	EACH	$108.00	$216.00

Continued...

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TECHNOLOGY SOLUTIONS

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City of Laredo	City of Laredo

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Tanner Funke
	SHIPPING TERMS	**SHIP VIA**

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
32	LCF12-50J: CELLFLEX - 1/2" Low-Loss Foam Coaxial, Halogene Free, Polyethylene, PE, Not Flame Retardant	TIPS 200105	1,200.00	EACH	$4.26	$5,112.00
33	HCI-MISC: ANNUAL: - Remote Monitoring & Control System	DIR-CPO-4754	1.00	EACH	$180.00	$180.00
34	LCF12-C02-6: N Male Connector For 1/2" Coaxial Cable, Omni Fit Standard, Extended Frequency Range	TIPS 200105	42.00	EACH	$30.24	$1,270.08
35	R-FRM125: Non-Penetrating Roof Mount Mast 1 1/4" O.D. and 60" Height, 36" Square	TIPS 200105	2.00	EACH	$273.21	$546.42
36	MTSMT-F1637: 1/2" X 18" X 48" Rubber Mat, Single Unit, 6 Mats Needed Per MT-416	TIPS 200105	4.00	EACH	$48.48	$193.92
37	DB10: DURA-BLOCK 9.6" Supportbase W/B44 Channel	TIPS 200105	6.00	EACH	$86.67	$520.02
38	H-3-CPUSE-N-AI6: Low PIM Hybrid Coupler W/ N Female	TIPS 200105	2.00	EACH	$410.67	$821.34
39	46224PPBLW: 4 Pair Gamechanger Cable Plenum Rated Blue W/WT Stripe	TIPS 200105	3,000.00	EACH	$1.18	$3,540.00
40	71202044J: Plugs/Connectors, RJ45 CAT 6, Unshielded, Male PlatinumezEX44, 100PK, Clear	TIPS 200105	1.00	EACH	$152.69	$152.69
41	FAST WRAP: FAST WRAP WEATHERPROOFING, TWO ROLLS	TIPS 200105	2.00	EACH	$39.63	$79.26
42	NMNM - 3: RG142U 3ft Jumper NM/NM	TIPS 200105	18.00	EACH	$77.99	$1,403.82
43	CBL-GROUND-6: Cable Ground Wire 6AWG Green THHN Type 1, Stranded, Green Jacket	TIPS 200105	20.00	EACH	$2.95	$59.00
44	SG12-12B2U: Sureground Grounding Kit, (1/2")	TIPS 200105	4.00	EACH	$32.23	$128.92
45	UGBKIT-2: 1/4" x 2 1/2" x 12 1/2" Universal Ground Bar	TIPS 200105	1.00	EACH	$92.05	$92.05
46	HCI-MISC: ANNUAL: - Remote Monitoring & Control System	DIR-CPO-4754	1.00	EACH	$1,304.35	$1,304.35
47	SERVICES: GTS SERVICES: TRAVEL & LABOR	DIR-CPO-4754	1.00	EACH	$11,000.00	$11,000.00
48	SERVICES: GTS SERVICES: Miscellaneous Installation Materials NOTE: Miscellaneous Installation Materials - Hardware, Clamps, Boxes, Cable Organizers, Slack Loops, etc.	DIR-CPO-4754	1.00	EACH	$3,804.35	$3,804.35

Continued...

GTS
TECHNOLOGY SOLUTIONS

Quote

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote #:	**QT0103096**
Date:	8/29/2023
Delivery Date:	
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Customer ID:	TXCOLAREDO13000
Sales Contact:	Jacob Jiongo

QUOTE FOR:	SHIP TO:
City of Laredo	City of Laredo

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Tanner Funke
SHIPPING TERMS		**SHIP VIA**

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
	- Excludes conduit					
49	SERVICES: PROJECT MANAGEMENT: Project Management	DIR-CPO-4754	1.00	EACH	$0.00	$0.00
	NOTE: ****ADDITIONAL REQUIREMENTS TO BE PROVIDED BY CLIENT: 1.) NETWORK CONNECTIVITY TO BOOSTER UNITS. THIS IS A MUST HAVE TO REMOTELY MONITOR THE SYSTEM AND MAKE GAIN ADJUSTMENTS TO ALL INSIDE ANTENNAS. 2.) ROOF PENETRATIONS FOR DONOR ANTENNAS 3.) Scissor Lift 4.) Horizontal/Vertical coring and sleeves					
50	FREIGHT CHARGE: Freight Charge	NON CONTRACT	1.00	EACH	$0.00	$0.00
51	BFA5-3000C18B-GN: 5-yr NetCloud Enterprise Branch Essentials Plan, Advanced Plan and E3000 router with WiFi (1200 Mbps modem), North America	DIR-CPO-4751	2.00	EACH	$3,720.89	$7,441.78

Bridge 2 Lincoln Juarez Subtotal
$55,470.37

Bridge 3 Colombia Subtotal
$63,764.47

Total Weight (EACH):	0	**Sales Total:**	$119,234.84
Total Volume (EACH):	0	**Freight & Misc.:**	$0.00
		Tax Total:	$0.00
		Total (USD):	$119,234.84

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.

City Council-Regular
Meeting Date: 09/18/2023
Initiated By: Jose A. Valdez Jr., Assistant City Manager/City Secretary
Staff Source: Yvette Limon, Bridge Director

SUBJECT

Consideration to authorize the City Manager to enter into a contract for professional services in the amount of $118,210.00 with TransCore, LP, Houston, Texas. This contract is for software development and integration of new credit card readers at the Laredo Bridge System Customer Service Centers. Funding is available in the Bridge System Fund.

PREVIOUS COUNCIL ACTION

On July 31, 2023, City Council authorized the City Manager to enter into a contract for professional services in the amount of $137,420.00 with TransCore, LP, Houston, Texas. This contract is to provide support for all the data migration from the current HP hardware to the new Dell hardware for the Laredo Bridge System back office system replacement project.

BACKGROUND

The integration of new credit card readers at the Laredo Bridge System Customer Service Centers for our AVI customers is needed to allow customers the ability to process EMV (chip) credit card transactions as well as contact less transactions. These new credit card readers will also provide an extra layer of security by encryption at the reader level. The credit card readers will be purchased from a different vendor. The credit card readers that are currently in the customer service centers only support mag stripe transactions and have been in place since 2011.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Authorize the City Manager to enter into contract for professional services.

Fiscal Impact

Fiscal Year:	FY2023
Bugeted Y/N?:	Yes
Source of Funds:	Bridge Revenues

Account #: 553-4012,4015,4061-583-55

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Funding is available in the Laredo Bridge System fund. The contract amount will be divided equally among three bridge divisions 553-4012-583-55-88, 553-4015-583-55-88 and 553-4061-583-55-88.

Attachments

Quote & Scope of Work

TRANSCORE

Remittance Address:
PO Box 933493
Atlanta, GA 31193-3493

Quote

Bill To:
Yvette Limon
1209 Water St
Laredo, Tx 78040

Project Number: 1123006
Customer Number:
Invoice Number:
Invoice Date: 09/05/23
Terms: Net 30

DESCRIPTION OF BILLABLE	QTY	Unit Price	AMOUNT BILLABLE
Software Development - (Credit Card Reader Upgrade)	1	$ 118,210.00	$ 118,210.00
			$ -
			$ -
			$ -
			$ -
		SUBTOTAL	$ 118,210.00
		SALES TAX	$ -
		TOTAL DUE	**$ 118,210.00**

Notes:

Victor Hernandez
Project Manager

TRANSCORE.

4903 W Sam Houston Pkwy N. Ste A-300
Houston, Texas 77493
Phone: 713.939.5426

New Credit Card Reader – SCOPE OF WORK (SOW)

PROJECT: **New Credit Card Reader – Integration**– Integration of new credit card reader at the City of Laredo Customer Service Centers.

CLIENT: City of Laredo

1) **Background Information**

The City of Laredo (COL) will be installing new credit card readers at their Customer Service Centers and Kiosk. The City of Laredo has asked Transcore to provide support with the integration portion of the project.

2) **Scope Statement**

TransCore will be responsible for the following items as part of this project:

i. Perform a full analysis, design, setup, UI code, DB, SPI Services, Unit Testing, Integration Testing, validation of the following:
    i. Internal App
    ii. Internal Mobile App
    iii. Permit Fees (internal)
    iv. External App
    v. Permit Fee (external)
    vi. Kiosk
    vii. PCI audit (perform by others???)

ii. Locations and Quantities
    i. Bridge 1 – zero credit card readers
    ii. Bridge 2 – Four credit card readers, plus 1 Kiosk
    iii. Bridge 3 – Three credit card readers
    iv. Bridge 4 – Four credit card readers, plus 1 Kiosk

3) **PAX Full-Integration Option**
    a. Flow Diagram (from PAX)

Full Integration



The PAX device handles the data entry and pass the data back to the POS system.

The POS Software calls the SDK and gathers data from the terminal and sends it to the processor.

b. Vision

- With PAX's full-integration option, the system will maintain existing process flows and functionalities to Authorize.net
- Using the PAX card reader, the system will pull data similarly to what is gathered when a user swipes their card, however it will perform this additionally via:
    a. Contactless
    b. EMV (chip)

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Humberto Delgado, Municipal Housing Manager; Tina Martinez, Community Development Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY23-072 to RCC Roofing & Construction, Laredo, TX, in the amount of $79,105.00 for CE 2023/Office Space - 224 Cherry Hill Dr. - Municipal Housing Improvement Project. This is a one-time rehabilitation project; all labor, materials, equipment and bonds are included in the total price. Funding for this contract is available in the Laredo Municipal Housing Fund and the 2018 CO Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City went on formal bid solicitations through Cit-E-Bid and received 2 bids. This is a one-time service for the rehabilitation of the existing premises to meet code standards and convert to an office space for Code Enforcement Division.

Vendor	Total	Vendor	Total
RCC Roofing and Construction	$76,130.00	Midas Contractors LLC	$234,500.00
Payment Bond	$2,975.00		
Total	**$79,105.00**	**Total**	**$234,500.00**

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2023

Bugeted Y/N?:

Source of Funds: MH Fund & 2018 CO Bond

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Expenses will be taken out of the 2018 CO Bond. 472-9810-533-2010 ($58,125.00) and Municipal Housing Fund 555-3910-543-2010 ($20,980.00) accounts with project #BP2302.

Attachments

Bid Tabulation

RCC Bid Response

Event Number	FY23-072 Addendum 2	Organization	City of Laredo Purchasing
Event Title	CE 2023/Office Space - 224 Cherry Hill Dr.	Workgroup	City of Laredo Purchasing
Event Description	The City of Laredo has established a local v Bidders are strongly encouraged to submit t Request for Bids may be hand delivered at	Event Owner	Francisco Miranda
Event Type	RFB	Email	fmiranda@ci.laredo.tx.us
Issue Date	8/1/2023 08:00:01 AM (CT)	Phone	
Close Date	8/21/2023 05:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
RCC ROOFING AND CONSTRU	LAREDO	TX	8/21/2023 12:02:00 PM (CT)	1	$76,130.00
Midas Contractors LLC	Laredo	TX	8/21/2023 03:45:22 PM (CT)	1	$234,500.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

							RCC ROOFING AND CONSTRU		Midas Contract
							Total Price	$76,130.00	Total Price
Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Unit	Extended	Unit
1	SUMMARY:The purpose of this project is to rehabilitate the existing premis			1	EA		$76,130.00	$76,130.00	$234,500.00

tors LLC	
	$234,500.00
Line #	Extended
1	$234,500.00

Line	Responding Supplier	Supplier Notes

Line #	Att #	Attribute Name	Attribute Note	RCC ROOFING AN	Midas Contractors LLC
Header	1	Addendum 2	Addendum Requires Acknowledgement		Acknowledge
Header	2	Addendum 1	Addendum Requires Acknowledgement		I acknowledge
Header	3	Award by Total	This contract will be awarded by total to the lo		Yes

TERMS AND CONDITIONS OF INVITATION
GENERAL CONDITIONS
Bidders are required to submit bids upon the f
(a) Bidders shall thoroughly examine the spe
(b) Bidders shall make all investigations nec

(c) Bidders are advised that City contracts a

1.0 PREPARATION OF BIDS
Bids will be prepared in accordance with the f

(a) All information required by the bid form s
For electronic submittals, this information sha
(b) Unit prices shall be shown and where the

(c) Alternate bids will not be considered unle

(d) Proposed delivery time must be shown a

(e) Bidders will not include Federal taxes or

(f) The City shall pay no costs or other amou
2.0 DESCRIPTION OF SUPPLIES
Any catalog or manufacturer's reference used

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclos
If submitted electronically, this information sha
(b) Unless otherwise noted on the Notice to
(c) Bids forms can be downloaded and print
(d) Samples, when required, must be submit
(e) Bids must be valid for a minimum period

4.0 REJECTION OF BIDS
The City may reject a bid if:

(a) Bidder misstates or conceals any materia

(b) Bid does not strictly conform to the law o

(c) Bidder is in arrears on existing contracts

(d) If bids are conditional. Bidder may qualify

(e) In the event that a bidder is delinquent in

			INSURANCE REQUIREMENTS If and when a	
			(a) Commercial General Liability insurance a	
			(b) Workers Compensation insurance at stat	
			(c) Commercial Automobile Liability insuranc	
			(d) Professional Liability, Errors & Omissions	
			(e) Any Subcontractor(s) hired by the Contra	
			(f) A Comprehensive General Liability insura	
			(g) With reference to the foregoing insurance	
			1. The City of Laredo shall be named as an	
			2. All liability policies shall contain no cross	
			3. A waiver of subrogation in favor of the Ci	
			4. All insurance policies shall be endorsed t	
			5. All insurance policies shall be endorsed t	
			6. All insurance policies, which name The C	
			7. Required limits may be satisfied by any c	
			8. Contractor may maintain reasonable and	
			9. Insurance must be purchased from insure	
			(h) All insurance must be written on forms file	
			1. Sets forth all endorsements and insuranc	
			2. Shall specifically set forth the notice-of-ca	
			(i) Upon request, Contractor shall furnish Th	
			(j) Certificates of insurance are always subje	
			(k) Specialty certificates and licenses must b	
Header	5	Insurance Terms and Cor	(l) Awarded vendor is required to maintain c	I agree my insurance meets minumum requirements
			DISQUALIFICATION & DEBARMENT CERTI	
			By submitting this request for bids, proposal o	
			By executing this agreement, the Engineer ce	
			Additionally, in accordance with Chapter 2270	
			The signatory executing this contract on beha	
Header	6	Disqualification & Debarm	S.B. 252 (V. Taylor/S. Davis) is a bill relating t	I certify to the terms and conditions

			1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Lared 1.2 PROHIBITED CONTACTS DURING COI A person or entity who seeks or applies for a 1.3 NON-COLLUSIVE AFFIDAVIT (Form car The City may require that vendors submit a N 1.4 CONTRACT DISCLOSURE FORMS (Thi The City of Laredo requires the following form 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 12 1.5 CONFLICT OF INTEREST FORMS (This Conflict of Interest Disclosure: A form disclosing potential conflicts of interest 1.6 TEXAS ETHICS COMMISSION (Form 12 Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effo In 2015, the Texas Legislature adopted House In order to comply with state law the Certificat Changes to Form 1295:	
Header	7	Contract Requirements	Changes to the law requiring certain business Byrd Anti-Lobbying Amendment (31 U.S.C. 13	I have read and understand this section
Header	8	Byrd Anti-Lobbying Amen	Contractors that apply or bid for an award exc	I have read and understand this section
Header	9	Questionnaire Description	"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partners	
Header	10	Name of Offeror (Business) and Name & Phone Number of Authorized		MIDAS CONTRACTORS LLC
Header	11	State how long under has the business been in its present business nar		5 YEARS
Header	12	If applicable, list all other names under which the Business identified ab		N/A
Header	13	State if the Company is a	The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure	
Header	14	Questions Part 1	1) Is any litigation pending against the Busine 2) Has the Business ever been declared "not 3) Has the Business been debarred, suspend 4) Are there any proceedings, pending relatin 5) Has the government or other public entity r	N/A
Header	15	Questions Part 2	1) Is the Business in arrears in any contract o 2) Has the Business been a defaulter, as a pr 3) Have liquidated damages or penalty provis	N/A
Header	16	State if the Company is a certified minority business enterprise		Other

			A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file wi The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements beg 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 Inter 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	
Header	17	Conflict of Interest Disclos	If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731. 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 r By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th bu	
Header	18	Conflict of Interest Questi	A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under th	
Header	19	Conflict of Interest Questi	Vendor is required to submit Conflict of Intere	Yes
Header	20	Disclosure Form	For details on use of this form, see Section 4.01 of the City's Ethics Code.	
Header	21	This is a		New Submission
Header	22	Question 1. Name of pers	Please include First Name, Middle Initial, Last	NELSO MOLINA
Header	23	Question 2. Contract Infor	Please include the following: a)Contract or Project Name b)Originating Department	CE 2023/Office Space - 224 Cherry Hill Dr.
Header	24	Question 3. Name of individual(s) or entity(ies) seeking a contract with t		MIDAS CONTRACTORS LLC
Header	25	Question 4. List any business entity(ies) that is a partner, parent, subsid		Not Applicable
Header	26	Question 4. List any busin	If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or s	
Header	27	Question 5. List any individuals or entities that will be subcontractors on		Not Applicable
Header	28	Question 5. List any indivi	If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this se	
Header	29	Question 6. List any attorneys, lobbyists, or consultants that have been		Not Applicable
Header	30	Question 6. List any attorr	If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consu	

			List any campaign or officeholder contribution	
			a) Any individual seeking contract with the c	
			b) Any owner of officer of entity seeking cor	
			c) Any individual or owner or officer of any e	
			d) Any subcontractor or owner/office of sub	
			e) The spouse of any individual listed in res	
Header	31	Question 7. Disclosure of	f) Any attorney, lobbyist, or consultant retai	Not Applicable
Header	32	Question 7. Disclosure of	If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this se	
Header	33	Updates on contributions	Information regarding contributions must be updated by submission of a revised form from the date of the submission of this	
Header	34	Question 8. Disclosure of	Are you aware of any fact(s) with regard to thi	I am not aware of any conflict of interest
Header	35	8. Disclosure of Conflict o	If you selected I am aware of conflict of interest is question 8, please list them in this section.	
Header	36	Question 9. Updates Req	I understand that this form must be updated b	I have read and understand this section
			I understand that a person or entity who seek	
Header	37	Question 10. No Contact \	This no-contact provision shall conclude wher	I have read and understand this section
Header	38	Question 11. Conflict of In	Chapter 176 of the Local Government Code r	I have acknowledge that I have been advised
			Please complete in this section the required ir	
			1) Name	
			2) Title	
			3) Company or DBA	
Header	39	Question 11. Oath	4) Date	MIDAS CONTRACTORS LLCNELSO MOLINA OWNERAUGUST 21,2023
Header	40	Question 12. Oath	I swear or affirm that the statements containe	I swear or affirm information is correct

hip 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 r

the City will make with any given company.

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
th the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationshi
in on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

est Questionnaire (Form CIQ) include:

elationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
usiness day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
his section is a Class C misdemeanor.

subsidiary business entity(ies) in this section.

ection.

ltants that have been retained to assist in seeking this contract.

ction.
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

ıot 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 t

; Local Government Code added by H.B. No. 914 of the last Texas Legislature.
ips 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 a

has been awarded.

his request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. T

ny gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

hat 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 qu

uestionnaire is true and correct ".

Responding Supplier	Signature Full Name	Signature Email	Supplier Notes
RCC ROOFING AND CONSTRU	Martha A Navarro for RCC	rcccompany956@gmail.com	
Midas Contractors LLC	Nelso Molina	nelso@midascontractors.com	

FY23-072 Addendum 2
RCC ROOFING AND CONSTRUCTION
Supplier Response

Event Information

Number:	FY23-072 Addendum 2
Title:	CE 2023/Office Space - 224 Cherry Hill Dr.
Type:	Request For Bid
Issue Date:	8/1/2023
Deadline:	8/21/2023 05:00 PM (CT)
Notes:	The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

Request for Bids may be hand delivered at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on**

August 21, 2023 and all bids received will be opened and publicly acknowledged at 11:00 A.M. on August 22, 2023.

Contact Information

Contact: Geronimo Ruiz
Address: Municipal Housing
5511 Thomas Ave.
Laredo, TX 78041
Phone: (956) 795-2320
Email: gruiz@ci.laredo.tx.us

RCC ROOFING AND CONSTRUCTION Information

Contact: Fernando Rangel
Address: 2901 MARKET REAR
LAREDO, TX 78043
Phone: (956) 645-3242
Email: rcccompany956@gmail.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Martha A Navarro for RCC Roofing & Construction
Signature

rcccompany956@gmail.com
Email

Submitted at 8/21/2023 12:02:00 PM (CT)

Requested Attachments

Conflict of Interest	*No response*
Non-Collusive Affidavit	*No response*
Form 1295	*No response*

Bid Attributes

1 **Addendum 2**

Addendum Requires Acknowledgement

☐ *Acknowledge*

2 **Addendum 1**

Addendum Requires Acknowledgement

☐ *I acknowledge*

3 **Award by Total**

This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

☐ *Yes*

4 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be

submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City

Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."
(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).
(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☐ *I Agree to the Terms and Conditions*

5 **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*

6	**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*

7	**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*

8	**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*
9	**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 ".
10	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** *No response*
11	**State how long under has the business been in its present business name** *No response*
12	**If applicable, list all other names under which the Business identified above operated in the last five years** *No response*
13	**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.
14	**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*
15	**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*
16	**State if the Company is a certified minority business enterprise** *No response*

17 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

18 **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.

19 **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

20 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

21 **This is a**

No response

22 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

No response

23 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

No response

24 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

No response

25 **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

26 **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

27 **Question 5. List any individuals or entities that will be subcontractors on this contract**

No response

28 **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

29 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

No response

30 **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

31 **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

32 **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

33 **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.

34	**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*
35	**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*
36	**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*
37	**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*
38	**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*
39	**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*
40	**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*

Bid Lines

1	**SUMMARY:** The purpose of this project is to rehabilitate the existing premises to meet code standards, and convert to an office space for Code Enforcement Division. Work shall include plumbing, electrical, carpentry, painting, flooring, insulation, weather proofing, demolition, new dry-wall, specialties, vanity, sewer line, water line, water heater, interconnected smoke detectors, doors, windows, plumbing, cameras, alarm wiring prep and other interior and exterior items as required. Wood fence and stucco finish for exterior walls and paint. Please refer to plans for placement of specific items. This project is approximately 1,900 square feet building area in size.

GENERAL REQUIREMENTS:
All work shall comply with the Department of Community Development /Municipal Housing general requirements. Work specifications shall comply with all building codes currently adopted by City of Laredo. Contractor shall keep job site clean, safe, and in an orderly manner. Contractor will be solely responsible for obtaining and paying for all required city permits, requests for construction progress inspections, and final inspections of this project. Contractor shall familiarize himself/herself with the scope of the project, existing conditions, and proposed improvements to the project. No additional compensation will be given to the Contractor for failure to visit the job site and familiarize himself/herself with the project as noted above.
The Contractor is responsible for the project location as well as his workforce, subcontractors, and all others associated with the work to be performed on the project. The Contractor shall furnish all new materials, where required, which are to match existing materials in size, thickness, texture, finish, design, and value. The Contractor shall be responsible for any damages caused to the Owner's property during the construction operations. The contractor shall make sure that all existing items and systems in the home, and improvements to be made, are in complete working order upon completion of the project. The Contractor shall provide all necessary labor, materials, and equipment to complete this project. The contractor shall provide a written warranty of one year on all materials and workmanship to the Owner and to the Community Development Department / Municipal Housing upon completion of project. Contractor shall provide all required color samples to the Owner for selection. Contractor is responsible for registering with Texas Department of Licensing and Regulations (TDLR).

TEMPORARY SERVICES:
Contractor shall provide a portable toilet and trash dumpster/dump truck at the job site prior to starting the project. **Failure to provide these services, will result in a change order credit towards Community Development / Municipal Housing Department.**

REMOVE EXISTING ITEMS:
All items removed shall be properly disposed of, remove from site, and hauled to the City Of Laredo landfill on a weekly basis by contractor. Remove existing metal cages, existing exterior ramps, wood shelves, overhead doors, old ceiling fixtures and doors. Remove existing Commode, vanity, and urinal. Demolish existing walls (see plans).

CARPENTRY:
WOOD: CARPENTRY
All wood to be used shall be #2 Southern Pine W.W. or better. Ensure all new wood materials are treated. Provide and install all new materials and replace all rotted, damaged, or missing, framing, decking and all other materials exposed during construction. New materials shall match existing materials in size, color, design and value. Replace any rotten or damaged trim, molding, headers, stools, aprons, studs, rafters and joists. Construct walls and a new 3'x3' attic access on ceiling. (See Plans)

Interior Framing:
Remove the exterior double doors located in the north side of the building and enclose gap with new cinder block wall. Use same or equal materials to install new cinder-block wall. Build new walls w/ 2"x4" at 16" O.C. (see plan). Provide and install 2"x6" dummy wall for plumbing only. Widen entry to big area to a total of 4 feet. (Middle cinder-block wall). Install a 2'-0"x2'-0" middle column to run cable for the 110V outlets and Network Connections. (See Plans)

SHEETROCK/BOARD:

- Install new ½" sheetrock on all new partition walls and middle walls to repair where damaged.
- Make sheetrock repairs on ceilings. Tape & Float included.

Trim and Moldings:
Install window and door trim, casings and sills, as specified in the plans. Provide and install 3-1/2" colonial base molding and door trim. Provide and install 5 shelves for new area between new bathrooms & network closet.

Doors & Windows:
Provide and install all materials necessary to frame all new doors and new windows. Add a receptionist and an Admin office window. It will be a total count of 6 windows, two exterior doors, one double glass door, 6 interior doors. Exterior doors must include a single cylinder deadbolt keyed alike for entry lock sets.

- Add window frame at supervisor's office to open area with a 4'-0"x4'-0" fixed window.
- One commercial double left-hand office glass doors (6'-0"x7'-0") and frame. Dark Bronze. Heavy duty 1" diameter push & pull handle set. With 3/16 "insulated tempered safety glass. Tint to see out but not in.
- Two exterior doors (3070) metal clad doors, insulated six panel doors. Frame included.
- One Restroom door, (3070) opening door with frame (Toilet room #2).
- Restroom door (2870) opening with frame (Toilet room #1).
- One Waiting area to office area door (3070) opening with frame.
- One Admin Office door (3070) opening with frame.
- Network Storage room bifold doors. An opening of 6'-0" with frame. As per plans.
- Provide and install one hanging cabinet 24"x30" in each restroom. Two in total.
- Provide and install 3 fixed picture windows. Four 3'-0"x5'-0" Ivory color frame. Fixed windows. (See Plan).
- Provide and install 3 new rectangular fixed Picture windows. (3) 5'-0"x2'-0" Ivory color frame. Fixed windows. (See Plan)
- Provide and install a 1" thickness window glass at front lobby office. 4'-0"x4'-0" in size with a 5.0" diameter round communication access. It is highly recommended for contractors to visit location and get accurate measurements for widow frame openings.
- Provide and install a 4' -0" x4'x0" fixed window in the admin office. See Plans.
- It is highly recommended for contractors to visit location and get accurate measurements for window frame openings.

ALARM & CAMERA WIRING:
Provide & install materials for the new Alarm and Camera system.

HVAC CLOSET: CARPENTRY
Provide and install all materials necessary to repair and paint HVAC closet. Replace both a/c thermostats with programable thermostats. Provide and install new a/c ducts in attic space. Ensure air is evenly distributed to all rooms.

INSULATION:
Thermal and Moisture Protection: Provide and install new R-38 insulation for ceilings where feasible, R-19 if not feasible and R-19 for new walls if applicable. Provide and install R-13 for bathroom walls.

ELECTRICAL:
All electrical work shall be installed by a duly qualified and licensed electrician in the State of Texas, and registered in the City of Laredo. A licensed electrician shall be on the job site at all times during the electrical work. Electrician shall install all electrical work as indicated or required. Electrician shall comply with local utility company requirements and meet N.E.C. and local building codes.

Outlets: Electrical:
Remove existing wiring and rewire entire building throughout. Provide and install GFCI's outlets for the break area, bathrooms, and exterior. Provide and install all new network connection plugs, switches, cover plates and mounted light fixtures. LED light fixtures. All electrical outlets shall not be lower than 15" and switches no higher than 48". Provide and install a 220V outlet with disconnect for water heater and a/c units.

Light Fixtures:
At bathrooms, provide and install an exhaust fan light fixture with two switches. Provide a light fixture where indicated on plans. Light fixtures shall have a minimum allowance of $24.00 per fixture. Provide and install LED bulbs for new light fixtures. Provide three-way circuits and exterior flood lights. Exhaust fans vented through roof.

Misc.: Electrical Conceal all exposed electrical boxes, switches, plugs, and wires. All exposed wiring shall be in conduit, wire molding, wall cavity or attic.

Smoke Detectors:
Provide and install seven interconnected smoke alarms with battery backup. One in waiting area, one in break area, one in admin office, one in conference room, two in open areas and one in new hall way.

PLUMBING:
All plumbing work shall comply with city codes and ordinances. A registered licensed plumber in the State of Texas and the City of Laredo shall install all plumbing work. Relocate the water heater water lines to the south side of the building. Provide all necessary connections and cut-off valves. Ensure sewer line leads to the main tap and drains.

Rough in: Plumbing
Provide and install a new 4" sch. 40 p.v.c. sewer lines and two 4" floor drain line for both office bathrooms. All p.v.c. shall be sch. 40. Install all new necessary and required vents, clean-outs, traps, drains and T&P relief valves that are required. Provide and install new hot and cold plex water lines to new fixtures. Install new 40-gallon electric w/h with a 3'x3' wood 2x4 & siding enclosure and pressure relief valve. See floor plan for new location of water heater.

Vents and Stacks: Plumbing
Replace all vents and stack vents that are damaged or required. Vents shall extend through the roof a minimum of 12" and install new roof flashing as required for each unit.

Faucets, Sinks and Commode: Plumbing
Provide and install a new ADA commode for each restroom. Provide and install a complete 20" pedestal sink for unisex toilet room #2. Lavatory faucets shall be lever type. Provide a new 33"x22" Double bowl stainless steel kitchen sink in break area with strainer, all necessary connections and lever type faucet. All faucets shall be Delta or approved equal. Toilets shall be American Standard or approved equal. Provide all necessary connections and cut-off valves. Provide and install two exterior hose bibs with back flow preventers at front and rear of the building. Provide and ADA compliant lavatory with all required materials.

HARDWARE:
Provide and install a concealed grab-bar for each bathroom, a toilet paper dispenser, and a mirror for bathroom in each unit. See plan details for sizes.

FLOORING:
FLOOR COVERING:
An experienced flooring contractor with a minimum of five (5) years active experience shall perform all flooring installation on this project. Provide and install new ceramic tile (8"x24") ceramic tile floor for the entire office area. Provide and install versa bond thin set for ceramic tile layout and provide floor stone as required for a smooth, level surface. Concrete chip required for better tile adhesion. Provide and install grout mortar to fill all ceramic tile joints.

WEATHERIZATION:
Provide rubber base caulking around doors, windows, trim, thresholds, cracks, or holes that are subject to weather filtration.

CABINETS:
Kitchen Cabinets: Provide and install new upper and lower kitchen cabinets with built in micro- space for break area. Cabinets shall be custom made of birch, ash or oak fronts and doors. Provide solid pinewood for drawers, shelves, frame, sides, tops, and bottoms. Provide new plastic laminate countertop with integral backsplash. All cabinets shall be attached to walls with screws. Include all new loop type pulls.

EXISTING EXTERIOR ADA RAMPS:

- Remove both east/west side ramps to make space for additional parking area.
- Add side metal railing and a step to existing side walk entrance. Add a 3'x3' landing and the proper slope that is required to finish ADA ramp.

WOOD FENCE

- Remove Approx. 220 Lineal ft. of existing chain link fence and make proper repairs for new wooden fence.
- Install a new wood fence on the north and west side of the building. All wood be used shall be treated lumber. Provide and install all new materials. New materials shall match existing materials in size, design and value. Provide and install approximately 220 lft of 1x6 treated fence boards privacy fence at the north and west side of property building.
- Using 4x4 pressure treated wood post spacing every 8 lft. Provide and install three 2x4 treated rails. For attach 1x6 to the rail used galvanized 1 5/8 wood screws.
- Provide paint and labor for all new materials. The gap separation between boards will be ½".

FINISHES:

· Tape, float, finish, and paint gypsum board. Prime interior and exterior of the office building with two heavy coats. Paint all interior and exterior with two heavy coats. All primer and paints shall be first line as mfg. by Sherwin Williams, Home Depot or Pittsburgh Paints. For interior walls and ceiling use acrylic latex satin finish with a 12-year warranty. For the exterior doors and walls, use exterior semi-gloss acrylic latex paint with a 20- year warranty. Provide a light Monterrey finish. Install corner beads throughout as may be needed. For interior doors and kitchen cabinets, paint, stain or varnish to be selected by the Department of Community Development/Municipal Housing. If varnished, provide three coats. For bathroom, base, sills, trim, and casing, use enamel paint. Exterior Colors are to be Earth Tone Colors selected by the Department of Community Development/Municipal Housing. Use Black Industrial Paint for new ADA railings.

STUCCO:

Provide and install a 2" foam insulation on the exterior of the building and cover with stucco. Remove any items obstructing the installation of the new stucco finish. Siding gables will also be finished with stucco. Provide & install all materials necessary for installation of stucco.

WARRANTY: Contractor shall provide a one-year warranty on all workmanship and materials. TURNING OVER OF THE PROJECT: Before turning over the project to the Department of Community Development/Municipal Housing, the contractor shall ensure that the premises are clean and free of debris. Windows are to be completely clean, free of paint and caulking. Kitchen cabinets, drawers and counter tops are to be dust free. Floors are to be mopped and left shinny. All doors are to close properly. The entire project shall be turned over in a clean, professional, and functional manner.

TIME SCHEDULE:

Contractor shall have sixty (60) calendar days to complete the project in its entirety. Any request for an extension of the original project completion date shall be done in writing and submitted to Municipal Housing Office in a timely manner prior to the scheduled date of completion of the project.

CONSTRUCTION CONTRACT:

Payment / Performance Bonds When required and specified in the City of Laredo construction bid specifications and in the event that the base bid exceeds $100,000, the primary contract vendor will be required to furnish a satisfactory Performance Bond in the amount of 100% of the total contract price, and a satisfactory Payment Bond, if the base bid exceeds $50,000.00, in such amount, both duly executed by such bidder as principal. The successful bidder will be required to provide Performance and Payment bonds issued by an insurance company complying with the minimum State requirements and is licensed in the State of Texas, and has a Best's Key Rating as follows: Construction Contract Rating $100,000 to $250,000 None $250,001 to $1,000,000 B The payment and performance bonds should not be purchased prior to; or are a requirement to submit a bid, however the primary contract vendor awarded a construction contract must purchase and submit such bonds prior to performing any contract work. In the event that the base bid amount is less than $50,000.00, the payment bond and/or the performance bond will not be required if the successful bidder waives payment for the work until completion of the work and final acceptance by the City. In the event that the base bid amount is less than $100,000.00, the performance bond will not be required if the successful bidder waives payment for the work until completion of the work and final acceptance by the City. This provision applies only if the successful bidder

agrees to be paid in one payment upon completion and acceptance of the project by the City of Laredo.

AWARD OF BID:
Submission and award of bid shall be based on the "Terms and Conditions of the Invitation to Bid" which is attached and made part of these specifications. This contract will be awarded to the lowest responsible bidder whose bid price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas-Local Government Code.

ADDENDUM 1

- Remove all ceiling sheetrock in the east side section of the building and install new.
- Tape & Float with a smooth finish.
- Add 50 lineal ft. to the wood fence (south area)

ADDENDUM 2

- Square D_Home204M100PC 00 AMP 20-Space 40-Circuit main breaker load center
- 100 main breaker installed load center
- Combination cover for flush or surface mount
- 20 spaces circuit 40 single poles
- Locate new main breaker in the shelving space between the restrooms

Quantity: 1 UOM: EA Price: $76,130.00 Total: $76,130.00

Response Total: $76,130.00

Community Development 35.

City Council-Regular
Meeting Date: 09/18/2023
Initiated By: Jose A. Valdez Jr., City Secretary
Staff Source: Tina Martinez, CD Director

SUBJECT

Authorizing the City Manager to enter into a contract with the Laredo Housing Finance Corporation (LHFC) and award $65,000.00 to assist with the operations of Hamilton Hotel Elderly Apartment Complex. The LHFC is a nonprofit public corporation established by the governing board of the City of Laredo; and it currently owns and operates the Hamilton Hotel Affordable Housing Complex. Funding is available in the General Fund.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

In 1999, the historic Hamilton Hotel was renovated and converted to an elderly, 165 unit, rental housing development by Hamilton Housing Partners, LTD. On 2002 the limited partnership named the Laredo Housing Finance Corporation the Managing General Partner and ultimately responsible for all outstanding debts. Around 2016 the Corporation refinanced the property and made some needed repairs and improvements to the property. Currently, the LHFC is in need of additional funds to ensure capital improvements to the Hamilton apartments can be completed.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends this item to be approved.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	General Fund
Account #:	101-8040-514-7301
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Funding is avaliable in the General Fund account 101-8040-514-7301 Project 23HAMI.

City Council-Regular
Meeting Date: 09/18/2023
Staff Source: Arnoldo Lozano

SUBJECT

2023-R-182 Authorizing the City Manager to submit a federal grant application to the US Department of Transportation for the FY2023 Reconnecting Communities and Neighborhoods (RCN) program for the Boulevard of the Americas Project in the amount not to exceed $25,000,000 to construct and improve right of ways, roadway crossings, and pedestrian improvements at the four blocks of the IH-35 mile marker one in order to promote pedestrian traffic, improve pedestrian safety, widen sidewalks, bring back life to the area and promoting economic development. The project will be submitted for consideration under the Neighborhood Access & Equity (NEA) portion of the grant opportunity. The grant program does not require a local cost share at this time.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Council has approved this project to go forward in other channels such as awarding contracts for design. This grant application is intended to assist the project construction.

BACKGROUND

The NAE Program provides technical assistance and grant funding to improve walkability, safety, and affordable transportation access through context-sensitive strategies for improving community connectivity; mitigating or remediating negative impacts on the human or natural environment; and assisting economically disadvantaged or underserved communities with planning and capacity building activities. The purpose of the grant program is to solicit applications for two programs: the Reconnecting Communities Pilot (RCP) Program and the Neighborhood Access and Equity (NAE) Program, referred to jointly as the Reconnecting Communities and Neighborhoods (RCN) Program. While applicants may choose to apply for only one grant program, this combined solicitation will allow applicants to apply for both funding opportunities by submitting one application. It also aims to better enable the Department to proactively assist project sponsors in matching projects with the most appropriate grant program(s) and facilitating individual projects in potentially receiving funding from multiple grant programs. Applicants are encouraged to submit applications that meet the statutory requirements for both programs to maximize their

potential for receiving Federal support.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this item.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
The city intends to apply under the NAE grant that allows applicants in underserved or disadvantaged communities to request the local match be waived. Therefore, at the time of application, a local match is not required. The grant program does have a cost share requirement of 20%, however the city's application will request the local share amount to be waived.

Attachments

2023-R-182 Grant Submission

RESOLUTION NO. 2023-R-182

Authorizing the City Manager to submit a federal grant application to the US Department of Transportation for the FY2023 Reconnecting Communities and Neighborhoods (RCN) program for the Boulevard of the Americas Project in the amount not to exceed $25,000,000 to construct and improve right of ways, roadway crossings, and pedestrian improvements at the four blocks of the IH-35 mile marker one in order to promote pedestrian traffic, improve pedestrian safety, widen sidewalks, bring back life to the area and promoting economic development. The project will be submitted for consideration under the Neighborhood Access & Equity (NEA) portion of the grant opportunity. The grant program does not require a local match at this time.

Whereas, the City Manager is authorized to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, the City of Laredo intends to submit a federal grant in the amount not to exceed $25,000,000 from the U.S. Department of Transportation to improve pedestrian safety, widening sidewalks, bring life back to the area and promote economic development; and

Whereas, the City of Laredo will use these funds to reconnect, mend, and re-stitch the downtown communities and neighborhoods divided to the east and west by IH-35; and

Whereas, the City of Laredo intends to apply under this grant opportunity through the Neighborhood Access & Equity program in order to be eligible to request the local match requirement to be waived by the federal agency.

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

Section 1: Authorizing the City Manager to submit a federal grant application to the U.S. Department of Transportation for the FY 2023 Reconnecting Communities and Neighborhoods (RCN) Program for the Boulevard of the Americas Project in the amount not to exceed $25,000,000 to construct and improve right-of-ways, roadway crossings, and pedestrian improvements at the 4 blocks of IH-35 Mile Marker 1 in order to promote pedestrian traffic, improve pedestrian safety, widen sidewalks, bring life back to the area and promote economic development.

Section 2: This Resolution shall take effect immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2023.

_____
Victor D. Trevino
MAYOR

ATTEST:

_____
JOSE A. VALDEZ JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Steve E. Landin, Assistant City Manager/Acting Chief of Police
Initiated By: Joseph Neeb, City Manager

Staff Source: Ramon E. Chavez, P.E., City Engineer and Gilberto Sanchez, Airport Director

SUBJECT

Consideration for approval to award a construction contract to the lowest responsible responsive bidder REIM Construction, Inc., Mission, Texas, in the amount of $9,042,602.00 for the Laredo International Airport Construction of Taxiways J1 and J2 with a construction contract time of Three Hundred Eighty-Five (385) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. After a notice to proceed is issued, estimated completion date for the project is scheduled for November 2024. Funding is available in the Airport Fund FAA Grant No. 104.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The project includes the construction of new concrete taxiways and demolition of existing concrete taxiway pavement to address FAA safety airfield requirements.

The major construction bid items consist of the following:

The Base Bid includes the construction of a new 6,804 SY taxiway, Taxiway J2, with a pavement section consisting of 17” of P-501 Concrete Pavement on 5” of SS-3076 HMA Base Course on 6” of P-209 Crushed Aggregate Base Course. The taxiway shoulders consist of 3,390 SY of 4” of SS-3076 HMA Surface Course on 5” of SS-3076 HMA Base Course on 18” of P-209 Crushed Aggregate Base Course. The base bid also includes demolition of a portion of Taxiway C, drainage improvements, airfield electrical work, erosion control, and pavement markings.

Bid Alternate 1 includes the construction of a new 6,235 SY taxiway, Taxiway J1, with a pavement section consisting of 17” of P-501 Concrete Pavement on 5” of SS-3076 HMA Base Course on 6” of P-209 Crushed Aggregate Base Course. The taxiway shoulders consist of 4,446 SY of 4” of SS-3076 HMA Surface Course on 5” of SS-3076

HMA Base Course on 18” of P-209 Crushed Aggregate Base Course. The base bid also includes demolition of a portion of Taxiway C, drainage improvements, airfield electrical work, erosion control, and pavement markings.

Bid Alternate 2 includes the construction of concrete pavement shoulders in Taxiway J1. The pavement section consists of 12” P-501 Concrete Pavement on 7” of P-209 Crushed Aggregate Base Course.

Bid Alternate 3 includes the construction of concrete pavement shoulders in Taxiway J2. The pavement section consists of 12” P-501 Concrete Pavement on 7” of P-209 Crushed Aggregate Base Course.

A total of one bid were received at the City Secretary’s Office at 4:00 P.M. on Wednesday, May 24, 2023, and publicly opened, read, and taken under advisement on Thursday, May 25, 2023, at 10:00 A.M. as follows:

Description	Amount
Base Bid	$5,020,078.75
Bid Alternate 1	$3,864,887.75
Bid Alternate 2	$99,288.00
Bid Alternate 3	$58,347.50
Total (Base Bid plus Alternates 1-3)	$9,042,602.00

The bid and bid bonds for REIM Construction, Inc., Mission, Texas, were checked and found to be in order. Staff therefore concurs with consultant and recommends award in the amount of $9,042,602.00 to REIM Construction, Inc., Mission, Texas.

Construction contract time after notice to proceed is issued is Three Hundred Eighty-Five (385) calendar days. Completion date for the project is scheduled for November 2024.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of motion.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	FAA Grant 104
Account #:	242-3647-585-9301
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the Airport Fund.
Account No. 242-3647-585-9301 FAA Grant No. 104

Attachments

Recommendation Letter
Extension
Extension signed.

13750 San Pedro Ave
Suite 300
San Antonio, TX 78232

O 210-224-2800
F 210-545-3103
rsandh.com

June 6, 2023

Laredo International Airport
ATTN: Mr. Gilberto Sanchez
5210 Bob Bullock Loop
Laredo, Texas 78041

RE: Laredo International Airport
Construct Taxiways J1 and J2 and Demolition of a Portion of Taxiway C
RS&H Project No. 1023-0085-000

Dear Mr. Sanchez

Enclosed please find the bid tabulation for the above reference project. A total of one bid was submitted and has been reviewed for conformity to the requirements established in the bid documents. The bid was publicly opened, read, and taken under advisement on Thursday, May 25, 2023, at 10:00 a.m. at the City Secretary's Office.

The bid received was considered responsive to the bid requirements. An itemized bid tabulation spreadsheet is attached as Exhibit A – Bid Tabulation, and is summarized, along with the Engineer's Cost Estimate, in the table below:

	Engineer's Estimate	REIM Construction	% Deviation from Engineer's Estimate
Base Bid	$5,377,769.00	$5,020,078.75	-6.65%
Bid Alternate 1	$4,073,371.00	$3,864,887.75	-5.12%
Bid Alternate 2	$168,264.00	$99,288.00	-40.99%
Bid Alternate 3	$106,585.00	$58,347.50	-45.26%
Total with all Bid Alternates	$9,725,989.00	$9,042,602.00	-7.03%

The bid received was from REIM Construction ($9,042,602.00). The bid was $683,387.00 under the Engineer's Estimate. Our estimate was based on historical costs for similar work items completed in projects at this Airport.

The project was bid following the standard City of Laredo procurement requirements, as well of State of Texas and FAA requirements. The project was advertised in the Laredo Morning Times newspaper on May 7, 2023, and May 14, 2023. It was also posted on the City's Cit-E-Bid website. With the bid opening on May 25th, bidders

were given 18 days to respond to the solicitation, which is in accordance with TX Statute Sec. 2155.083(i). Reference is made to 2 CFR 200.320(c)(5) which allows for noncompetitive procurement "After solicitation of a number of sources, competition is determined inadequate." Receiving only one bid is most likely due to labor shortages, capacity issues with contractors, and the distance to Laredo from larger cities such as San Antonio or Houston, resulting in a market with less availability of bidders.

Since proper bidding procedures were followed, and the bid was under the engineer's estimate, RS&H feels it is acceptable to award the contract based on the one bid received.

RS&H believes the bid price submitted by REIM Construction is reasonable and no apparent mathematical errors were found in the bid. Our analysis of the responsive bidder, REIM Construction, indicates that they are qualified to perform the proposed construction.

The bidder appears to conform with the bid requirements in the bid documents. Therefore, the construction contract for this project can be awarded to REIM Construction for the Base Bid and all Bid Alternates for a total of $9,042,602.00 granted that funds are available.

Please note that RS&H's review is limited to information provided in the bid forms only and our recommendation is contingent upon the City of Laredo's legal counsel review and concurrence. Should you have any questions, please don't hesitate to give me a call.

Thank you,



John E. Hippchen, PE, LEED AP, ENV SP

BID TABULATION SUMMARY AND ANALYSIS
Laredo International Airport
Construct Taxiways J1 and J2 and Demolition of a Portion of Taxiway C

Bid Opening: Thursday May 26, 2023 @ 10:00 AM

RS&H, Inc.
Date Prepared: 05/25/2023
Prepared/Reviewed by: SF/AL
RS&H Project No. 1023-0085000
File Name: Construct Taxiways J1 and J2_Bid Tab Form.xls

Bid Tabulation Summary

BIDDER	Engineers Estimate RS&H, Inc. 13750 San Pedro Ave Suite 300 San Antonio, TX 78232	REIM Construction 9612 N Stewart Rd. Mission, TX 78573 Phone: (956) 580-2675
Base Bid	$ 5,377,769.00	$ 5,020,078.75
Bid Alternate 1	$ 4,073,371.00	$ 3,864,887.75
Bid Alternate 2	$ 168,264.00	$ 99,288.00
Bid Alternate 3	$ 106,585.00	$ 58,347.50
Grand Total W/ Alternates	**$ 9,725,989.00**	**$ 9,042,602.00**

Bid Tabulation Errors

BIDDER	TABULATION ERRORS	NET EFFECT ON GRAND TOTALS
REIM Construction 9612 N Stewart Rd. Mission, TX 78573 Phone: (956) 580-2675	N/A	N/A

Bid Requirement Checklist

Bid Requirement	BIDDER REIM Construction 9612 N Stewart Rd. Mission, TX 78573 Phone: (956) 580-2675
1.) Proposal	x
2.) Form of Non-Collusive Affidavit	x
3.) Advise to Bidders	x
4.) Information to Contractors	x
5.) Special Provisions:Important Notice to Contactors	x
6.) Statement of Materials and Other Charges	x
7.) Information From Bidders	x
8.) Bid Schedule	x
9.) Bid Bond	x
10.) Certificate of Buy American Compliance for Manufactured Products	x
11.) Disadvantaged Business Enterprise Contract Provisions	x
12.) Utilization Statement	x
13.) Letter of Intent	x
14.) Equal Opportunity Report Statement	x
15.) Prohibition of Segregated Facilities	x
16.) Certification of Offerer/Bidder Regarding Debarment	x
17.) Certification Regarding Lobbying	x
18.) Certification of Offerer/Bidder Regarding Tax Delinquency And Felony Cc	x
19.) Checklist for Bidders	x
20) Similar Airport Project Experience	x
Responsive Bid?	**Yes**

FORM A515 - BID TABULATION ANALYSIS
Laredo International Airport

RS&H, Inc.
Date Prepared: 05/25/2023
Prepared/Reviewed by: SF/AL
RS&H Project No. 1023-0085000

Bid Opening: Thursday May 26, 2023 @ 10:00 AM

ITEM NO.	SPEC REF. NO.	WORK ITEM DESCRIPTION	UNIT	QUANTITY	Engineers Estimate RS&H, Inc. 13750 San Pedro Ave Suite 300 San Antonio, TX 78232 UNIT PRICE	Engineers Estimate AMOUNT	REIM Construction 9612 N Stewart Rd. Mission, TX 78573 Phone: (956) 580-2675 UNIT PRICE	REIM Construction AMOUNT
BASE BID								
1.1	G-102-10.1	Safety and Security	LS	1	$ 90,000.00	$ 90,000.00	$ 90,000.00	$ 90,000.00
1.2	C-100-14.1	Contractor Quality Control Program (CQCP)	LS	1	$ 75,000.00	$ 75,000.00	$ 60,000.00	$ 60,000.00
1.3	C-102-5.1	Grate Inlet Protection	EA	6	$ 140.00	$ 840.00	$ 180.00	$ 1,080.00
1.4	C-102-5.2	Stabilized Construction Entrance	EA	2	$ 2,650.00	$ 5,300.00	$ 5,450.00	$ 10,900.00
1.5	C-105-6.1	Mobilization	LS	1	$ 256,100.00	$ 256,100.00	$ 280,000.00	$ 280,000.00
1.6	C-105-6.2	Engineer/RPR Field Office	LS	1	$ 50,000.00	$ 50,000.00	$ 36,000.00	$ 36,000.00
1.7	P-101-5.1	Remove Concrete Pavement, Full Depth	SY	11,490	$ 80.00	$ 919,200.00	$ 67.00	$ 769,830.00
1.8	P-152-4.1	Unclassified Excavation	CY	3,200	$ 30.00	$ 96,000.00	$ 29.50	$ 94,400.00
1.9	TxDOT SS 3076-1	Dense Graded Hot Mix Asphalt Type C, SAC B, PG 70-22 (Surface Course)	TON	835	$ 185.00	$ 154,475.00	$ 157.00	$ 131,095.00
1.10	TxDOT SS 3076-2	Dense Graded Hot Mix Asphalt Type B, PG 64-22 (Base Course)	TON	3,213	$ 190.00	$ 610,470.00	$ 165.00	$ 530,145.00
1.11	P-209-5.1	18" Crushed Aggregate Base Course	SY	3,830	$ 78.00	$ 298,740.00	$ 65.00	$ 248,950.00
1.12	P-209.5.2	6" Crushed Aggregate Base Course	SY	7,169	$ 30.00	$ 215,070.00	$ 22.00	$ 157,718.00
1.13	P-501-8.1	17" Concrete Pavement	SY	6,913	$ 230.00	$ 1,589,990.00	$ 230.00	$ 1,589,990.00
1.14	P-620-5.1	Furnish Airfield Pavement Marking (Black)	GAL	90	$ 70.00	$ 6,300.00	$ 27.00	$ 2,430.00
1.15	P-620-5.2	Furnish Airfield Pavement Marking (Yellow)	GAL	70	$ 70.00	$ 4,900.00	$ 30.00	$ 2,100.00
1.16	P-620-5.3	Furnish Airfield Pavement Marking (Red)	GAL	10	$ 70.00	$ 700.00	$ 30.00	$ 300.00
1.17	P-620-5.4	Furnish Airfield Pavement Marking (White)	GAL	10	$ 70.00	$ 700.00	$ 32.00	$ 320.00
1.18	P-620-5.5	Furnish Airfield Pavement Marking (Green)	GAL	230	$ 70.00	$ 16,100.00	$ 34.00	$ 7,820.00
1.19	P-620-5.6	Pavement Marking Removal Stakeout and Coordination	LS	1	$ 15,000.00	$ 15,000.00	$ 11,000.00	$ 11,000.00
1.20	P-620-5.7	Furnish Glass Beads	LB	650	$ 15.00	$ 9,750.00	$ 5.00	$ 3,250.00
1.21	P-620-5.8	Pavement Marking Stakeout and Installation Coordination	LS	1	$ 20,000.00	$ 20,000.00	$ 7,000.00	$ 7,000.00
1.22	D-701-5.1	30" Class V Reinforced Concrete Pipe	LF	368	$ 230.00	$ 84,640.00	$ 185.00	$ 68,080.00
1.23	D-751-5.1	Tie-in To Existing Type "H" Inlet	EA	1	$ 2,000.00	$ 2,000.00	$ 1,950.00	$ 1,950.00

FORM A515 - BID TABULATION ANALYSIS
Laredo International Airport

RS&H, Inc.
Date Prepared: 05/25/2023
Prepared/Reviewed by: SF/AL
RS&H Project No. 1023-0085000

Bid Opening: Thursday May 26, 2023 @ 10:00 AM

ITEM NO.	SPEC REF. NO.	WORK ITEM DESCRIPTION	UNIT	QUANTITY	Engineers Estimate RS&H, Inc. 13750 San Pedro Ave Suite 300 San Antonio, TX 78232		REIM Construction 9612 N Stewart Rd. Mission, TX 78573 Phone: (956) 580-2675	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1.24	D-751-5.4	4' x 4' Grate Inlet w/ Concrete Collar	EA	1	$ 6,750.00	$ 6,750.00	$ 8,500.00	$ 8,500.00
1.25	T-901-5.1	Seeding including Vegetative Watering	SY	23,085	$ 6.50	$ 150,052.50	$ 3.70	$ 85,414.50
1.26	T-904-5.1	Sodding including Vegetative Watering	SY	2,813	$ 10.50	$ 29,536.50	$ 12.50	$ 35,162.50
1.27	T-905-5.1	Topsoil (Furnished from Off the Site)	CY	343	$ 10.00	$ 3,430.00	$ 55.00	$ 18,865.00
1.28	L-105-7.1	Temporary Airfield Lighting	LS	1	$ 40,000.00	$ 40,000.00	$ 21,635.00	$ 21,635.00
1.29	L-105-7.2	Remove L-861T(L) Taxiway Edge Light and Base Can	EA	81	$ 500.00	$ 40,500.00	$ 457.00	$ 37,017.00
1.30	L-105-7.3	Remove L-850C In-Pavement Runway Edge Light and Base Can	EA	1	$ 500.00	$ 500.00	$ 457.00	$ 457.00
1.31	L-105-7.4	Remove L-862 Elevated Runway Edge Light, Salvage for Re-Installation	EA	1	$ 500.00	$ 500.00	$ 661.00	$ 661.00
1.32	L-105-7.5	Remove L-862E Runway Threshold/End Light, Salvage for Re-Installation	EA	8	$ 500.00	$ 4,000.00	$ 661.00	$ 5,288.00
1.33	L-105-7.6	Demolish Handhole	EA	4	$ 620.00	$ 2,480.00	$ 1,022.00	$ 4,088.00
1.34	L-105-7.7	Demolish Junction Can	EA	1	$ 300.00	$ 300.00	$ 1,022.00	$ 1,022.00
1.35	L-105-7.8	Demolish Guidance Sign and Foundation	EA	10	$ 1,000.00	$ 10,000.00	$ 1,202.00	$ 12,020.00
1.36	L-105-7.9	Remove Guidance Sign Panel	EA	1	$ 100.00	$ 100.00	$ 361.00	$ 361.00
1.37	L-105-7.10	Remove L-861T(L) Elevated Taxiway Edge Light, Provide 3/8" Cover on Existing Base Can	EA	2	$ 100.00	$ 200.00	$ 661.00	$ 1,322.00
1.38	L-105-7.11	Demolish Foundation	EA	$1.00	$ 800.00	$ 800.00	$ 1,202.00	$ 1,202.00
1.39	L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	11,095	$ 4.00	$ 44,380.00	$ 3.00	$ 33,285.00
1.40	L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed Above the Duct Bank or Conduit, Including Connections/Terminations	LF	6,485	$ 5.00	$ 32,425.00	$ 3.00	$ 19,455.00
1.41	L-109-7.1	ALCS Panel Graphic	LS	1	$ 5,000.00	$ 5,000.00	$ 10,220.00	$ 10,220.00
1.42	L-110-5.1	Clear Existing Conduit, Remove Existing Cables	LF	8,225	$ 4.00	$ 32,900.00	$ 2.75	$ 22,618.75

FORM A515 - BID TABULATION ANALYSIS
Laredo International Airport

RS&H, Inc.
Date Prepared: 05/25/2023
Prepared/Reviewed by: SF/AL
RS&H Project No. 1023-0085000

Bid Opening: Thursday May 26, 2023 @ 10:00 AM

ITEM NO.	SPEC REF. NO.	WORK ITEM DESCRIPTION	UNIT	QUANTITY	Engineers Estimate RS&H, Inc. 13750 San Pedro Ave Suite 300 San Antonio, TX 78232 UNIT PRICE	Engineers Estimate AMOUNT	REIM Construction 9612 N Stewart Rd. Mission, TX 78573 Phone: (956) 580-2675 UNIT PRICE	REIM Construction AMOUNT
1.43	L-110-5.2	Remove Existing 1-Way, 2-Inch Conduit, DEB, Complete	LF	5,985	$ 4.00	$ 23,940.00	$ 1.85	$ 11,072.25
1.44	L-110-5.3	Remove Existing 1-Way, 2-Inch Conduit, Concrete Encased, Complete	LF	255	$ 7.00	$ 1,785.00	$ 1.85	$ 471.75
1.45	L-110-5.4	Remove Existing 2-Way, 4-Inch Duct Bank, Concrete Encased, Complete	LF	75	$ 15.00	$ 1,125.00	$ 3.60	$ 270.00
1.46	L-110-5.5	Remove Existing 4-Way, 4-Inch Duct Bank, Concrete Encased, Complete	LF	180	$ 20.00	$ 3,600.00	$ 3.60	$ 648.00
1.47	L-110-5.6	Direct Buried Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Turf Areas	LF	4,735	$ 16.00	$ 75,760.00	$ 30.00	$ 142,050.00
1.48	L-110-5.7	CLSM Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in New Asphalt Shoulder	LF	1,285	$ 28.00	$ 35,980.00	$ 39.00	$ 50,115.00
1.49	L-110-5.8	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in New Full Strength Concrete Pavement	LF	240	$ 80.00	$ 19,200.00	$ 44.00	$ 10,560.00
1.50	L-110-5.9	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, Trenched in Existing Concrete Pavement	LF	185	$ 150.00	$ 27,750.00	$ 180.00	$ 33,300.00
1.51	L-115-5.1	Junction Can	EA	2	$ 2,500.00	$ 5,000.00	$ 2,465.00	$ 4,930.00
1.52	L-125-5.1	L-861T(L) Taxiway Edge Light, Transformer, on L-867B Base Can, in Turf on Maintenance Pad	EA	30	$ 2,000.00	$ 60,000.00	$ 3,005.00	$ 90,150.00
1.53	L-125-5.2	L-861T(L) Taxiway Edge Light, Transformer, on L-867B Base Can, in New Asphalt Shoulder	EA	21	$ 2,500.00	$ 52,500.00	$ 3,125.00	$ 65,625.00
1.54	L-125-5.4	L-861T(L) Taxiway Edge Light, Transformer, on L-867B Base Can, in Existing Concrete	EA	4	$ 2,500.00	$ 10,000.00	$ 4,390.00	$ 17,560.00
1.55	L-125-5.5	Re-Install L-862 Elevated Runway Edge Light, Transformer, on L-867B Base Can, in New Asphalt Shoulder	EA	$1.00	$ 2,000.00	$ 2,000.00	$ 2,885.00	$ 2,885.00
1.56	L-125-5.6	L-862 Elevated Runway Edge Light, Transformer, on L-867B Base Can, in Turf on Maintenance Pad	EA	1	$ 2,000.00	$ 2,000.00	$ 4,627.00	$ 4,627.00

FORM A515 - BID TABULATION ANALYSIS
Laredo International Airport

RS&H, Inc.
Date Prepared: 05/25/2023
Prepared/Reviewed by: SF/AL
RS&H Project No. 1023-0085000

Bid Opening: Thursday May 26, 2023 @ 10:00 AM

ITEM NO.	SPEC REF. NO.	WORK ITEM DESCRIPTION	UNIT	QUANTITY	**Engineers Estimate RS&H, Inc. 13750 San Pedro Ave Suite 300 San Antonio, TX 78232** UNIT PRICE	AMOUNT	**REIM Construction 9612 N Stewart Rd. Mission, TX 78573 Phone: (956) 580-2675** UNIT PRICE	AMOUNT
1.57	L-125-5.7	Re-Install L-862E Runway Threshold Lights, Transformer, on L-867B Base Can, in Existing Concrete	EA	8	$ 2,000.00	$ 16,000.00	$ 3,845.00	$ 30,760.00
1.58	L-125-5.8	Replace panels for L-858(L) Guidance Sign, Size 2	EA	1	$ 2,000.00	$ 2,000.00	$ 2,045.00	$ 2,045.00
1.59	L-125-5.9	Retrofit Existing Guidance Sign to LED Lighting, Size 2, 2 Module	EA	1	$ 4,000.00	$ 4,000.00	$ 3,378.00	$ 3,378.00
1.60	L-125-5.10	L-858(L) Guidance Sign, Size 2, 2 Module on New Foundation	EA	2	$ 9,000.00	$ 18,000.00	$ 10,215.00	$ 20,430.00
1.61	L-125-5.11	L-858(L) Guidance Sign, Size 2, 3 Module on New Foundation	EA	6	$ 11,000.00	$ 66,000.00	$ 12,380.00	$ 74,280.00
1.62	L-125-5.12	L-858(L) Guidance Sign, Size 2, 4 Module on New Foundation	EA	2	$ 13,000.00	$ 26,000.00	$ 15,985.00	$ 31,970.00
BASE BID SUBTOTAL						**$ 5,377,769.00**		**$ 5,020,078.75**

FORM A515 - BID TABULATION ANALYSIS
Laredo International Airport

RS&H, Inc.
Date Prepared: 05/25/2023
Prepared/Reviewed by: SF/AL
RS&H Project No. 1023-0085000

Bid Opening: Thursday May 26, 2023 @ 10:00 AM

ITEM NO.	SPEC REF. NO.	WORK ITEM DESCRIPTION	UNIT	QUANTITY	Engineers Estimate RS&H, Inc. 13750 San Pedro Ave Suite 300 San Antonio, TX 78232		REIM Construction 9612 N Stewart Rd. Mission, TX 78573 Phone: (956) 580-2675	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Bid Alternate 1								
2.1	C-100-14.1	Contractor Quality Control Program (CQCP)	LS	1	$ 50,000.00	$ 50,000.00	$ 60,000.00	$ 60,000.00
2.2	C-102-5.1	Grate Inlet Protection	EA	8	$ 140.00	$ 1,120.00	$ 180.00	$ 1,440.00
2.3	C-102-5.2	Stabilized Construction Entrance	EA	2	$ 2,650.00	$ 5,300.00	$ 5,450.00	$ 10,900.00
2.4	C-105-6.1	Mobilization	LS	1	$ 194,000.00	$ 194,000.00	$ 195,000.00	$ 195,000.00
2.5	C-105-6.2	Engineer/RPR Field Office	LS	1	$ 25,000.00	$ 25,000.00	$ 36,000.00	$ 36,000.00
2.6	P-101-5.2	Remove/Dispose Existing 5' x 5' Grate Inlet	EA	2	$ 1,250.00	$ 2,500.00	$ 750.00	$ 1,500.00
2.7	P-101-5.3	Remove/Dispose Existing RCP	LF	1,000	$ 30.00	$ 30,000.00	$ 20.25	$ 20,250.00
2.8	P-152-4.1	Unclassified Excavation	CY	6,200	$ 30.00	$ 186,000.00	$ 29.50	$ 182,900.00
2.9	TxDOT SS 3076-1	Dense Graded Hot Mix Asphalt Type C, SAC B, PG 70-22 (Surface Course)	TON	1,160	$ 185.00	$ 214,600.00	$ 157.00	$ 182,120.00
2.10	TxDOT SS 3076-2	Dense Graded Hot Mix Asphalt Type B, PG 64-22 (Base Course)	TON	2,946	$ 190.00	$ 559,740.00	$ 165.00	$ 486,090.00
2.11	TxDOT 247-6.1A	18" Flexible Base Course Type A Grade 1-2 (Complete in Place)	SY	5,237	$ 78.00	$ 408,486.00	$ 65.00	$ 340,405.00
2.12	TxDOT 247-6.1B	6" Flexible Base Course Type A Grade 1-2 (Complete in Place)	SY	6,364	$ 30.00	$ 190,920.00	$ 22.00	$ 140,008.00
2.13	P-501-8.1	17" Concrete Pavement	SY	6,064	$ 230.00	$ 1,394,720.00	$ 230.00	$ 1,394,720.00
2.14	P-620-5.1	Furnish Airfield Pavement Marking (Black)	GAL	50	$ 70.00	$ 3,500.00	$ 27.00	$ 1,350.00
2.15	P-620-5.2	Furnish Airfield Pavement Marking (Yellow)	GAL	30	$ 70.00	$ 2,100.00	$ 30.00	$ 900.00
2.16	P-620-5.3	Furnish Airfield Pavement Marking (Red)	GAL	15	$ 70.00	$ 1,050.00	$ 30.00	$ 450.00
2.17	P-620-5.4	Furnish Airfield Pavement Marking (White)	GAL	10	$ 70.00	$ 700.00	$ 32.00	$ 320.00
2.18	P-620-5.6	Pavement Marking Removal Stakeout and Coordination	LS	1	$ 15,000.00	$ 15,000.00	$ 11,000.00	$ 11,000.00
2.19	P-620-5.7	Furnish Glass Beads	LB	400	$ 15.00	$ 6,000.00	$ 5.00	$ 2,000.00
2.20	P-620-5.8	Pavement Marking Stakeout and Installation Coordination	LS	1	$ 20,000.00	$ 20,000.00	$ 7,000.00	$ 7,000.00
2.21	D-701-5.2	42" Class V Reinforced Concrete Pipe	LF	340	$ 320.00	$ 108,800.00	$ 300.00	$ 102,000.00
2.22	D-701-5.3	42" Class III Reinforced Concrete Pipe	LF	408	$ 295.00	$ 120,360.00	$ 242.00	$ 98,736.00
2.23	D-701-5.4	72" Class V Reinforced Concrete Pipe	LF	50	$ 480.00	$ 24,000.00	$ 873.00	$ 43,650.00
2.24	D-751-5.2	Remove/Replace Existing 10' x 10' Junction Box and Grate Inlet w/ 10' X 10' Aircraft Rated Junction Box	EA	1	$ 18,750.00	$ 18,750.00	$ 20,500.00	$ 20,500.00

FORM A515 - BID TABULATION ANALYSIS
Laredo International Airport

RS&H, Inc.
Date Prepared: 05/25/2023
Prepared/Reviewed by: SF/AL
RS&H Project No. 1023-0085000

Bid Opening: Thursday May 26, 2023 @ 10:00 AM

ITEM NO.	SPEC REF. NO.	WORK ITEM DESCRIPTION	UNIT	QUANTITY	Engineers Estimate RS&H, Inc. 13750 San Pedro Ave Suite 300 San Antonio, TX 78232		REIM Construction 9612 N Stewart Rd. Mission, TX 78573 Phone: (956) 580-2675	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
2.25	D-751-5.3	Remove/Replace Existing Grate Inlet w/ 6' X 6' Aircraft Rated Junction Box	EA	1	$ 12,000.00	$ 12,000.00	$ 10,500.00	$ 10,500.00
2.26	D-751-5.5	6' x 6' Grate Inlet w/ Concrete Collar	EA	1	$ 9,250.00	$ 9,250.00	$ 11,000.00	$ 11,000.00
2.27	D-751-5.6	6' x 6' Air Traffic Rated Junction Box	EA	2	$ 8,750.00	$ 17,500.00	$ 8,500.00	$ 17,000.00
2.28	D-751-5.7	10' x 10' Junction Box with 6' x 6' Grate Inlet w/ Concrete Collar	EA	2	$ 16,750.00	$ 33,500.00	$ 20,000.00	$ 40,000.00
2.29	T-901-5.1	Seeding including Vegetative Watering	SY	12,965	$ 6.50	$ 84,272.50	$ 3.70	$ 47,970.50
2.30	T-904-5.1	Sodding including Vegetative Watering	SY	1,755	$ 10.50	$ 18,427.50	$ 12.50	$ 21,937.50
2.31	T-905-5.1	Topsoil (Furnished from Off the Site)	CY	155	$ 10.00	$ 1,550.00	$ 55.00	$ 8,525.00
2.32	L-105-7.1	Temporary Airfield Lighting	LS	1	$ 15,000.00	$ 15,000.00	$ 21,635.00	$ 21,635.00
2.33	L-105-7.2	Remove L-861T(L) Taxiway Edge Light and Base Can	EA	8	$ 500.00	$ 4,000.00	$ 457.00	$ 3,656.00
2.34	L-105-7.4	Remove L-861 Elevated Runway Edge Light, Salvage for Re-Installation	EA	2	$ 500.00	$ 1,000.00	$ 661.00	$ 1,322.00
2.35	L-105-7.6	Demolish Handhole	EA	2	$ 300.00	$ 600.00	$ 1,022.00	$ 2,044.00
2.36	L-105-7.7	Demolish Junction Can	EA	1	$ 1,000.00	$ 1,000.00	$ 1,022.00	$ 1,022.00
2.37	L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	4,485	$ 4.00	$ 17,940.00	$ 3.00	$ 13,455.00
2.38	L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed Above the Duct Bank or Conduit, Including Connections/Terminations	LF	2,805	$ 5.00	$ 14,025.00	$ 3.00	$ 8,415.00
2.39	L-109-7.1	ALCS Panel Graphic	LS	1	$ 500.00	$ 500.00	$ 10,220.00	$ 10,220.00
2.40	L-110-5.1	Clear Existing Conduit, Remove Existing Cables	LF	2,570	$ 4.00	$ 10,280.00	$ 2.75	$ 7,067.50
2.41	L-110-5.2	Remove Existing 1-Way, 2-Inch Conduit, DEB, Complete	LF	1,905	$ 4.00	$ 7,620.00	$ 1.85	$ 3,524.25
2.42	L-110-5.6	Direct Buried Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Turf Areas	LF	660	$ 16.00	$ 10,560.00	$ 30.00	$ 19,800.00
2.43	L-110-5.7	CLSM Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in New Asphalt Shoulder	LF	1,850	$ 28.00	$ 51,800.00	$ 39.00	$ 72,150.00

FORM A515 - BID TABULATION ANALYSIS
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Prepared/Reviewed by: SF/AL
RS&H Project No. 1023-0085000

Bid Opening: Thursday May 26, 2023 @ 10:00 AM

ITEM NO.	SPEC REF. NO.	WORK ITEM DESCRIPTION	UNIT	QUANTITY	Engineers Estimate RS&H, Inc. 13750 San Pedro Ave Suite 300 San Antonio, TX 78232 UNIT PRICE	Engineers Estimate AMOUNT	REIM Construction 9612 N Stewart Rd. Mission, TX 78573 Phone: (956) 580-2675 UNIT PRICE	REIM Construction AMOUNT
2.44	L-110-5.8	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in New Full Strength Concrete Pavement	LF	305	$ 80.00	$ 24,400.00	$ 44.00	$ 13,420.00
2.45	L-125-5.1	L-861T(L) Taxiway Edge Light, Transformer, on L-867B Base Can, in Turf on Maintenance Pad	EA	7	$ 2,000.00	$ 14,000.00	$ 3,005.00	$ 21,035.00
2.46	L-125-5.2	L-861T(L) Taxiway Edge Light, Transformer, on L-867B Base Can, in New Asphalt Shoulder	EA	29	$ 2,500.00	$ 72,500.00	$ 3,125.00	$ 90,625.00
2.47	L-125-5.5	Re-Install L-862 Elevated Runway Edge Light, Transformer, on L-867B Base Can, in New Asphalt Shoulder	EA	2	$ 2,500.00	$ 5,000.00	$ 2,885.00	$ 5,770.00
2.48	L-125-5.10	L-858(L) Guidance Sign, Size 2, 2 Module on New Foundation	EA	2	$ 9,000.00	$ 18,000.00	$ 10,215.00	$ 20,430.00
2.49	L-125-5.11	L-858(L) Guidance Sign, Size 2, 3 Module on New Foundation	EA	3	$ 11,000.00	$ 33,000.00	$ 12,380.00	$ 37,140.00
2.50	L-125-5.12	L-858(L) Guidance Sign, Size 2, 4 Module on New Foundation	EA	1	$ 13,000.00	$ 13,000.00	$ 15,985.00	$ 15,985.00
BID ALTERNATE 1 SUBTOTAL						**$ 4,073,371.00**	**Correct Subtotal**	**$ 3,864,887.75**

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Prepared/Reviewed by: SF/AL
RS&H Project No. 1023-0085000

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Bid Alternate 2								
3.1	P-152-4.1	Unclassified Excavation	CY	-1,076	$ 30.00	$ (32,280.00)	$ 29.50	$ (31,742.00)
3.2	P-209-5.1	18" Flexible Base Course Type A Grade 1-2 (Complete in Place)	SY	-5,237	$ 78.00	$ (408,486.00)	$ 65.00	$ (340,405.00)
3.3	P-209-5.3	7" Flexible Base Course Type A Grade 1-2 (Complete in Place)	SY	5,068	$ 45.00	$ 228,060.00	$ 25.00	$ 126,700.00
3.4	TxDOT SS 3076-1	Dense Graded Hot Mix Asphalt Type C, SAC B, PG 70-22 (Surface Course)	TON	-1,160	$ 185.00	$ (214,600.00)	$ 157.00	$ (182,120.00)
3.5	TxDOT SS 3076-2	Dense Graded Hot Mix Asphalt Type B PG 64-22 (Base Course)	TON	-1,589	$ 190.00	$ (301,910.00)	$ 165.00	$ (262,185.00)
3.6	P-501-8.2	12" Concrete Pavement	SY	4,986	$ 180.00	$ 897,480.00	$ 155.00	$ 772,830.00
3.7	L-110-5.7	CLSM Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in New Asphalt Shoulder	LF	-1850.00	$ 28.00	$ (51,800.00)	$ 39.00	$ (72,150.00)
3.8	L-110-5.11	CLSM Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in New Concrete Shoulder	LF	1850.00	$ 28.00	$ 51,800.00	$ 44.00	$ 81,400.00
3.9	L-125-5.2	L-861T(L) Taxiway Edge Light, Transformer, on L-867B Base Can, in New Asphalt Shoulder	EA	-29	$ 2,500.00	$ (72,500.00)	$ 3,125.00	$ (90,625.00)
3.10	L-125-5.13	L-861T(L) Taxiway Edge Light, Transformer, on L-867B Base Can, in New Concrete Shoulder	EA	29	$ 2,500.00	$ 72,500.00	$ 3,365.00	$ 97,585.00
BID ALTERNATE 2 SUBTOTAL						**$ 168,264.00**		**$ 99,288.00**

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Laredo International Airport

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Bid Alternate 3								
4.1	P-152-4.1	Unclassified Excavation	CY	-655	$ 30.00	$ (19,650.00)	$ 29.50	$ (19,322.50)
4.2	P-620-5.1	Furnish Airfield Pavement Marking (Black)	SY	-3,830	$ 78.00	$ (298,740.00)	$ 65.00	$ (248,950.00)
4.3	P-209.5.3	7" Crushed Aggregate Base Course	SY	3,710	$ 45.00	$ 166,950.00	$ 25.00	$ 92,750.00
4.4	TxDOT SS 3076-1	Dense Graded Hot Mix Asphalt Type C, SAC B, PG 70-22 (Surface Course)	TON	-835	$ 185.00	$ (154,475.00)	$ 157.00	$ (131,095.00)
4.5	TxDOT SS 3076-2	Dense Graded Hot Mix Asphalt Type B PG 64-22 (Base Course)	TON	-1,230	$ 190.00	$ (233,700.00)	$ 165.00	$ (202,950.00)
4.6	P-501-8.2	12" Concrete Pavement	SY	3,590	$ 180.00	$ 646,200.00	$ 155.00	$ 556,450.00
4.7	L-110-5.7	CLSM Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in New Asphalt Shoulder	LF	-1285.00	$ 28.00	$ (35,980.00)	$ 39.00	$ (50,115.00)
4.8	L-125-5.11	CLSM Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in New Concrete Shoulder	LF	1285.00	$ 28.00	$ 35,980.00	$ 44.00	$ 56,540.00
4.9	L-125-5.2	L-861T(L) Taxiway Edge Light, Transformer, on L-867B Base Can, in New Asphalt Shoulder	EA	-21	$ 2,500.00	$ (52,500.00)	$ 3,125.00	$ (65,625.00)
4.10	L-125-5.13	L-861T(L) Taxiway Edge Light, Transformer, on L-867B Base Can, in New Concrete Shoulder	EA	21	$ 2,500.00	$ 52,500.00	$ 3,365.00	$ 70,665.00
BID ALTERNATE 3 SUBTOTAL						**$ 106,585.00**		**$ 58,347.50**
BID TOTAL WITH ALL BID ALTERNATES						**$ 9,725,989.00**		**$ 9,042,602.00**

CITY OF LAREDO
LAREDO INTERNATIONAL AIRPORT

August 16, 2023

Miguel A. Ramos
President
REIM Construction, Inc.
9612 N. Stewart Rd.
Mission, Texas 78573

VIA Email

RE: **FY23-ENG-24: Extension Request for the Laredo International Airport Construct Taxiways J1 & J2 and demolition of a portion of Taxiway C**

Dear Mr. Ramos:

The purpose of this letter is to formally request from bidders to the above referenced project that the bidders agree to a thirty (30) to sixty (60) calendar days extension, for the award of a construction contract by the City of Laredo and to request that REIM Construction, Inc. holds its bid price of May 25, 2023. The current bid will expire on August 25,2023.

The City of Laredo intends to award a construction contract as soon as federal funds become available. A commitment from the Federal Aviation Administration (FAA) to fund the construction of the Laredo International Airport Construct Taxiways J1 & J2 and demolition of a portion of Taxiway C is anticipated within the next thirty (30) to sixty (60) days.

If you approve of the City's request, please complete the statement herein attached and indicate on the attached form the number of days that REIM Construction, Inc. is willing to grant as an extension by filling in the blank space. Please confirm your response to me in writing by no later than 4:00 pm on August 18, 2023.

Thank you for your cooperation to this request.

Sincerely,

Gilberto Sanchez
Airport Director

CITY OF LAREDO, TEXAS

Request for an extension of time to award a construction contract for Laredo International Airport Construct Taxiways J1 & J2 and demolition of a portion of Taxiway C.

I, Miguel A. Ramos, President of REIM Construction, Inc., authorized representative of REIM Construction, Inc., agree to extend the period to award a construction contract by an additional Sixty calendar days until October 25, 2023.

These additional calendar days herein stated are in addition to the original ninety (90) days provided by the project's specifications. REIM Construction, Inc. further agrees to hold the original bid amount of May 25, 2023.

Signature 08/16/23
Date

Subscribed and sworn before me this 16th day of August, 2023.

Notary Public

My Commission Expires:

06/18/2025

YADIRA YVETTE GARCIA
NOTARY PUBLIC
STATE OF TEXAS
NOTARY ID 761428-8
MY COMM. EXP. 06-18-2025

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Steve E. Landin, Assistant City Manager/Acting Chief of Police
Initiated By: Joseph Neeb, City Manager

Staff Source: Ramon E. Chavez, P.E., City Engineer and Gilberto Sanchez, Airport Director

SUBJECT

Consideration for approval of amendment no.1 an increase of $654,562.61 to a professional services contract with RS&H, Inc., San Antonio, Texas for the Laredo International Airport to construct taxiways J1 and J2. This amendment no. 1 is to provide construction administration services, full time resident project representative (RPR) services, construction materials testing services and direct expenses to construct Taxiways J1 and J2. Current contract amount with this amendment is $1,270,587.11. Funding is available in the Airport Fund – FAA Grant No. 104.

PREVIOUS COUNCIL ACTION

On November 28, 2022, City Council awarded a professional services contract to RS&H, Inc., San Antonio, Texas, for an amount not to exceed $616,024.50.00 for design and preparation of plans and specifications for the Laredo International Airport to construct Taxiways T3 and T5, and the decommission and demolition of a portion of existing Taxiway C.

BACKGROUND

The project includes the construction of new concrete taxiways and demolition of existing concrete taxiway pavement to address FAA safety airfield requirements.

The Base Bid includes the construction of a new 6,804 SY taxiway, Taxiway J2, with a pavement section consisting of 17” of P-501 Concrete Pavement on 5” of SS-3076 HMA Base Course on 6” of P-209 Crushed Aggregate Base Course. The taxiway shoulders consist of 3,390 SY of 4” of SS-3076 HMA Surface Course on 5” of SS-3076 HMA Base Course on 18” of P-209 Crushed Aggregate Base Course. The base bid also includes demolition of a portion of Taxiway C, drainage improvements, airfield electrical work, erosion control, and pavement markings.

Bid Alternate 1 includes the construction of a new 6,235 SY taxiway, Taxiway J1, with a pavement section consisting of 17” of P-501 Concrete Pavement on 5” of SS-3076 HMA Base Course on 6” of P-209 Crushed Aggregate Base Course. The taxiway shoulders consist of 4,446 SY of 4” of SS-3076 HMA Surface Course on 5” of SS-3076

HMA Base Course on 18” of P-209 Crushed Aggregate Base Course. The base bid also includes demolition of a portion of Taxiway C, drainage improvements, airfield electrical work, erosion control, and pavement markings.

Bid Alternate 2 includes the construction of concrete pavement shoulders in Taxiway J1. The pavement section consists of 12” P-501 Concrete Pavement on 7” of P-209 Crushed Aggregate Base Course.

Bid Alternate 3 includes the construction of concrete pavement shoulders in Taxiway J2. The pavement section consists of 12” P-501 Concrete Pavement on 7” of P-209 Crushed Aggregate Base Course.

Fee breakdown is as follows:

Description	Amount
Original contract (Approved by City Council on November 28, 2022)	$ 616,024.50
This amendment no. 1	$ 654,562.61
Current contract	$1,270,587.11

COMMITTEE RECOMMENDATION

This item will be presented to the Airport Advisory Board at the next regular schedule meeting meeting.

STAFF RECOMMENDATION

Approval of motion.

Fiscal Impact

Fiscal Year:	2024
Bugeted Y/N?:	Y
Source of Funds:	FAA Grant 104
Account #:	242-3647-585-9301
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the Airport Fund.
Account No. 242-3647-585-9301– FAA Grant No. 104

Attachments

RS&H

Construct Taxiways J1 & J2 Construction Phase Services Scope of Work

Version 1.0
June 7, 2023
Laredo International Airport
Laredo, TX
RS&H Project No.: 10230085.000

Prepared by *RS&H, Inc.* at the direction of City of Laredo

RS&H

I PROJECT DESCRIPTION

The City of Laredo, owns and operates Laredo International Airport (LRD). The City of Laredo has selected RS&H, Inc. (herein "consultant" or RS&H") to provide construction phase services for the construction of Taxiway J1 and Taxiway J2.

The proposed project will include the construction of two new taxiway connectors between Runway 18L-36R and Taxiway J and the decommissioning of Taxiway C between Runway 18L-36R and Taxiway J. The taxiway connectors include new concrete pavement, asphalt shoulder section, drainage, taxiway lighting, and taxiway signage. The project also includes decommissioning of the taxiway pavement at the end of Runway 36R, eliminating the connection from Taxiway F to Runway 36R.

Taxiway C has direct access from the FedEx Cargo apron to Runway 18L-36R. A direct access from an apron to a runway does not conform to FAA standards as described in AC 150/5300-13B. Taxiway C will be demolished from the runway to Taxiway J. The overall project limits are shown in Figure 1 herein.

The project was designed and bid with three bid alternates which are as follows:

- Base Bid Construction of Taxiway J2 and demolition of TWY C
- Bid Alt #1 Construction of Taxiway J1
- Bid Alt #2 Construction of concrete shoulders on J1
- Bid Alt #3 Construction of concrete shoulders on J2

Alternates will be awarded based on bid prices received and availability of funding.

The construction cost estimate of the project is **$9,042,602** including the base bid and all alternates. The project is scheduled for 385 calendar days of construction. The following is a breakdown of the construction schedule based on the bid alternatives:

- Base Bid 235 Calendar Days
- Bid Alt #1 120 Additional Calendar Days
- Bid Alt #2 15 Additional Calendar Days
- Bid Alt #3 15 Additional Calendar Days

This project has been designed and bid under a separate scope of work and the scope of this contract is only for the Construction Administration and Resident Project Representative Services.

The construction work includes the following project elements:

- Construction of Taxiways J1 and J2
- Demolition of Taxiway C
- Decommission of the taxiway pavement from TWY F to Runway 36R
- Drainage improvements
- Grading
- Airfield lighting and signage improvements
- Pavement markings
- Safety and Phasing



FIGURE 1 – PROJECT LOCATION, CONSTRUCT TAXIWAY J1 & J2

II PROJECT TASKS

TASK 1 CONSTRUCTION ADMINISTRATION SERVICES

The scope (and fee) proposed under this task is based upon an estimated total construction duration as shown in Section I. The scope and fee may need to be modified should the construction duration exceed this time.

To further the construction progress and coordinate efforts, various meetings are anticipated throughout the construction process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting within three (3) working days of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.
Specific task breakdowns are as follows:

Task 1.1 Pre-Construction Conference

RS&H will attend and facilitate a pre-construction conference at the Laredo International Airport. RS&H will prepare and distribute an agenda and meeting minutes of the preconstruction conference.

Task 1.2 Contractor Submittal Review

RS&H will review contractors' submittals required by the construction documents, including, but not limited to: shop drawings, test data, samples, materials, equipment, etc. and approve, reject, or otherwise advise on the conformance of such submittals to the requirements of the construction documents. RS&H will maintain a log of all contractor submittals which will include the submittal date, the action taken, and the date returned. RS&H shall respond within seven (7) calendar days.

The review is for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. RS&H is not responsible for work or requirements that are the Contractor's responsibility as defined in the Contractor's contract with the owner. It is anticipated that a maximum of forty (40) submittals (including resubmittals) will be received, reviewed, and responded to. Review of resubmittals will count as a separate review. Additional reviews may require a change to the Project scope and additional fees.

Task 1.3 Technical Plan Interpretations

RS&H will provide the Laredo International Airport and the contractor with technical interpretations of the construction documents or any other Requests for Information (RFI)

submitted by the contractors. RS&H will maintain a log of all RFI which will include the date received, the response, and the date returned. RS&H shall respond within seven (7) calendar days. It is anticipated that a maximum of fifteen (15) RFI responses will be received, reviewed, and responded to. Additional reviews may require a change to the Project scope and additional fees.

Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Conformed Construction Documents. RS&H may issue, as appropriate, revised drawings and/or specifications authorizing minor variations from the requirements of the Conformed Construction Documents. This work is limited to the content and scope of the Conformed Construction Documents. Any Client-requested deviations from the content and scope of the Conformed Construction Documents may require a change to the project scope and additional fees.

Task 1.4 Change Orders

RS&H will review and concur with change order scope, costs, and any modifications to the construction schedule. All actions will be coordinated and collaborated with the Laredo International Airport prior to contractor notification. RS&H will execute and coordinate all contract change orders through the Airport and FAA for final approval. This scope includes preparation of up to two (2) change orders. This work is limited to the content and scope intent of the original Construction Documents. Any Client-requested deviations from the content and scope of the original Construction Documents may require a change to the Project scope and additional fees.

All actions will be coordinated and collaborated with the Airport prior to Contractor notification. RS&H will execute and coordinate all contract change orders through the Airport for final approval.

Task 1.5 Substitution Review

RS&H will review and recommend for the Laredo International Airport acceptance or rejection any changes, modifications or substitutions proposed by the contractor. Written justification must accompany any recommendation or rejection. It is anticipated a maximum of eight (8) modifications or substitutions will be received, reviewed, and responded to. Additional reviews may require a change to the Project scope and additional fees.

Task 1.6 Contractor Pay Requests

RS&H will review contractor applications for payment and supporting data, review the amount owed to the contractor and recommend/approve in writing all payments to contractor in accordance with the Construction Documents. It is anticipated a maximum of fifteen (15) pay applications will be reviewed. Additional reviews may require a change to the Project scope and additional fees.

Task 1.7 Site Inspections

RS&H will provide periodic (Monthly) on-site review/monitoring of construction materials, finishes and workmanship in conformance with the standards established in the construction documents. RS&H will notify the Laredo International Airport immediately, verbally and in writing, of any and all observed deviations and/or defects in material, finishes, equipment, systems or workmanship. It is anticipated a maximum of fifteen (15) site visits will be performed during the project construction. Additional site visits may require a change to the Project scope and additional fees.

After attending a site visit, the Consultant will prepare a written field report to the Client to advise of any deviation from the Conformed Construction Documents observed by or brought to the attention of the Consultant. The Consultant will additionally make written reports of recommendations to the Client regarding any work completed by the Contractor that the Consultant has determined to be defective, that will not produce a completed Project generally conforming to the Conformed Construction Documents, and / or that will prejudice the integrity of the design concept of the completed Project as a functioning whole.

The Consultant will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, environmental compliance, or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the Contractor, subcontractors, any of their agents or subcontractor's employees, or any other person performing any of the work or for the failure of such persons to carry out the work in accordance with the Conformed Construction Documents.

Task 1.8 Monthly Progress Meetings, Pre-Paving Meeting

RS&H will prepare for and attend a maximum of fifteen (15) Monthly construction progress meetings. RS&H will also prepare for an attend two (2) pre-paving meetings - one for asphalt paving, and one for concrete paving. The Consultant will prepare minutes of these meetings and distribute to attendees within three (3) working days of the meeting. These meetings are anticipated to be held via teleconference and will not require travel by RS&H. Additional meetings may require a change to the Project scope and additional fees.

Task 1.9 Review Materials Acceptance Test Results

RS&H will compare test results against the specification requirements and notify the Laredo International Airport of any concerns. RS&H will provide recommendations as needed to address the concerns.

Task 1.10 Substantial Completion Site Visit and Punch Lists

RS&H will participate in one substantial completion site visit and prepare a punch list. RS&H will compile a list of deficient items and advise the Airport and contractor of those items and advise

of which items must be corrected for the airport to take beneficial occupancy of the project area.

Task 1.11 Prepare Record Drawings and Final Contract Report

RS&H will prepare and provide reproducible Record Drawings (PDF and CAD files), which will become the property of the Airport, to show significant changes made in the work during the construction of the project. These documents will include all field changes recorded and incorporated during the project based on red line mark ups provided to RS&H by the contractor.
RS&H will prepare and submit the Final Contract Report per FAA requirements.

Task 1.12 Warranty Inspections

Prior to the expiration of construction or equipment warranties or guarantees, RS&H will coordinate a site walk with the contractor and the Laredo International Airport providing an inspection of the facility and providing a report of all observed defects in material, equipment and/or workmanship that are covered under the projects' warranties or guarantees.

Task 1.13 Coordination with Owner

RS&H will coordinate with the Laredo International Airport all contact or direction given to the Contractor by the Engineer.

Task 1.14 Progress Meeting Minutes

RS&H will prepare meeting minutes for all meetings conducted during this phase and provide a copy of all meeting minutes to the Laredo International Airport.

Task 1.15 FAA Grant Documentation

RS&H will prepare FAA grant documentation as required, throughout the duration of the project including weekly construction reports, project redlines, as built drawings and project closeout reports.

Task 1.16 Project Management

The Consultant will consult with the Client and act as their representative with respect to the project components throughout construction of the Project.

This task will include providing oversight of project components designed by the Consultant; general correspondence by the Consultant with the Client, the Contractor, the RPR, and other governmental authorities, as needed; coordination of meetings with the Client, the Contractor, the RPR, and other governmental authorities; project reporting; and project record keeping.

The Consultant will manage the Project in a professional manner to complete the efforts within the proposed time frame. This task includes scheduling, resource allocation, monitoring, oversight, direction, and control for aspects of the Consultant's efforts, including assembly and coordination of documentation.

The Consultant will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the Contractor, subcontractors, any of their agents or subcontractor's employees, or any other person performing any of the work or for the failure of such persons to carry out the work in accordance with the Construction Documents.

RS&H will make monthly progress reports to the Laredo International Airport during the entire duration of the project and coordinate with the FAA as needed. RS&H will manage the project in a professional manner and will assign qualified individuals or subconsultants to the project. The monthly progress reports will include a written description of each task identified within the contracted scope of services as of the date of the progress report. The progress reports will also include a monthly invoice for professional services.

TASK 2 RESIDENT PROJECT REPRESENTATIVE

The Consultant will provide the services of an RPR at the Project construction site to assist the Consultant and to provide more extensive observation of the Contractor's work. Specific items will include:

Task 2.1 Pre-Construction Services

RS&H will complete services in preparation for the actual commencement of construction. This includes preparation of the Construction Management Plan (CMP) in accordance with FAA requirements and submit for approval and review of early submittals prior to actual on-site construction observation.

Task 2.2 Resident Project Representative Services

RS&H will provide resident project representative services for the project. Specific items will include:

A. Project Startup: The Resident Project Representative (RPR) will prepare the project for construction startup. The RPR will coordinate with the contractor before and after the preconstruction conference to provide access for the contractor to enter the site to perform surveying, mobilization, and other project elements in preparation of construction beginning. The RPR will develop necessary paperwork, forms, reports, etc. in preparation of construction startup. The RPR will coordinate with the Laredo International Airport Assistant Director to ensure all issues are addressed and properly communicated with the contractor, tenants, FAA, etc. prior to construction startup. The RPR will coordinate with the Laredo International Airport concerning all Airport and FAA facilities, NAVAIDS, runway and taxiway lighting circuits and communications cables issues to ensure all electrical related issues are covered and procedures in place

to prevent circuits being cut, damaged or otherwise affected prior to construction startup. Coordinate repair of facilities as damage occurs.

B. Schedules: Review the baseline and all subsequent progress schedules, schedule of Shop Drawing submittals, and schedule of values prepared by the Contractor and consult with the Engineer concerning acceptability.

C. Conferences and Meetings: Attend meetings with the Contractor, Owner and Engineer such as the preconstruction conference, monthly progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

D. Liaison: Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and/or project manager and assist in understanding the intent of the Construction Documents. Assist the Engineer in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.

E. Review of Work, Inspections and Tests: Perform the following:
   a. Conduct on-site observations of the Work in progress to assist the Engineer in determining if the Work is, in general, proceeding in accordance with the Construction Documents.
   b. Report to the Engineer whenever the RPR believes that any Work is unsatisfactory, faulty, or defective or does not conform to the Construction Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required. Advise the Engineer of Work that the RPR believes should be corrected or rejected, or should be uncovered for observation, or requires special testing, inspection, or approval. Coordinate materials acceptance testing failed results and coordinate retesting.
   c. Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof; and observe, record, and report to the Engineer appropriate details relative to the test procedures and startups.
   d. Monitor the contractor’s activities as they relate to the Construction Safety Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD). Immediately inform the contractor, Engineer, and the Laredo International Airport when the contractor is in non-compliance with the standards and procedures contained in these documents, so that appropriate actions can be taken.
   e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of those inspections, and provide written reports of said visits to the Engineer.
   f. Field inspect Change Order work to verify completion in accordance with Construction Documents.

F. Interpretation of Construction Documents: Report to the Engineer when clarifications and interpretations of the Construction Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the Engineer.

G. Contract Modifications: Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and submit a report with the RPR's recommendations to the Engineer. Transmit to the Contractor decisions as approved by the Laredo International Airport.

H. Project Records: Perform the following:
   a. Maintain, at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings, samples, and reproductions of original Construction Documents incorporating Addenda, Change Orders, additional Drawings issued subsequent to the execution of the Contract, the Engineer's clarifications and interpretations of the Construction Documents, progress reports, test reports, and other Project related documents.
   b. Keep a log-book, recording the Contractor hours on the job site, weather conditions, data relative to questions, Change Orders or changed conditions, list of job site visitors, equipment on the site, daily activities, decisions, observations in general, any accident incidents, and specific observations in more detail as in the case of observing test procedures and send copies to the Engineer.
   c. Record names, addresses and telephone numbers of all the contractors, subcontractors and major suppliers of materials and equipment.
   d. Record and monitor installed work for compiling and submitting bimonthly estimates for progress payments to contractors.
   e. Develop and maintain a materials test record book.

I. Project Reports: Perform the following:
   a. Furnish the Laredo International Airport and Engineer FAA weekly construction progress reports as required of progress of the Work.
   b. Consult with the Laredo International Airport and Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
   c. Draft proposed Change Orders, obtaining backup material from the Contractor, and recommend Change Orders to the Laredo International Airport.
   d. Report immediately to the Laredo International Airport and Engineer upon the occurrence of any accident.

J. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by the Contractor, are applicable to the items actually installed and in accordance with the Construction Documents. RPR will have this material delivered to the Engineer for review and forwarding to the Laredo International Airport prior to final payment for the Work.

K. Project Closeout: Perform the following:

a. Before the Laredo International Airport issues a Certificate of Substantial Completion, conduct a pre-final inspection and submit to the Contractor and the Airport a punch list of observed items requiring completion or correction.
b. Conduct a final inspection in the company of the Engineer, the Airport and the Contractor and prepare a final punch list of items to be completed or corrected.
c. Observe that all items on the final punch list have been completed or corrected and make recommendations to the Engineer concerning acceptance.

TASK 3 QUALITY ASSURANCE SURVEY

Not included in this scope of work.

TASK 4 MATERIALS ACCEPTANCE TESTING

The Consultant will provide the services of an independent testing laboratory to perform inspections, tests, and approvals of samples, materials, and equipment required by the Construction Documents, or to evaluate the performance of materials, equipment, and facilities of the Contractor, prior to their incorporation into the work of the Project with appropriate professional interpretation thereof. Specific items will include:

- Earthwork testing of subgrade soils
- Earthwork testing of fill materials
- Subgrade density testing
- Earthwork testing of chemically stabilized material
- Aggregate base testing
- Bituminous base course testing
- Portland cement concrete pavement testing

TASK 5 AGIS SURVEY – **NOT INCLUDED IN THIS SCOPE OF WORK**

III MEETINGS AND PRESENTATIONS

RS&H will prepare for and attend the following meetings:

- Pre-Construction Meeting (1, in-person)
- Pre-paving Meetings (2, in-person)
- Monthly Construction Progress Meetings (15, in-person)
- Substantial Completion Site Visit (1, in-person)
- Warranty Inspection (1, in-person)

IV DELIVERABLES

RS&H will provide the following deliverables:

- Record Drawings
- Final Contract Report
- FAA Grant Documentation

V PROJECT SCHEDULE

RS&H will provide the above referenced services within the following schedule (or as mutually agreed upon by the Airport and RS&H).

- Task 1 – Construction Administration within 385 Calendar Days of Construction NTP, then as required to complete closeout activities. Should the Construction Duration exceed 385 Calendar Days, additional services may be required to continue providing such services outlined under Task 1.
- Task 2 – Resident Project Representative Services within 385 Calendar Days of Construction NTP. Should the Construction Duration exceed 385 Calendar Days, additional services may be required to continue providing such services outlined under Task 2.
- Task 3 – Closeout Documents within 60 Calendar Days of Construction Final Completion.

Delays to the anticipated schedule outside of the Consultant's control will require re-evaluation of the proposed schedule and / or fees.

VI ASSUMPTIONS AND EXCLUSIONS

The following assumptions have been made for this Scope of Work:

- Project construction will follow the phasing plans in the project bid documents.
- Project construction duration will be 385 calendar days. Should the construction duration exceed 385 calendar days, additional services and fees may be required to continue providing such services outlined under Task 1 and Task 2.
- Resident Project Representative hours are based on a maximum of 50 hours per week, 40 hours per week during the project mobilization and punchlist phases.

The following items are excluded from this Scope of Work:

- An updated, as built-ALP is not included in this scope of work.
- As-built Surveys and AGIS uploads are not included in this scope of work.
- RS&H will only perform services/work related in any way to PFAS chemicals or substances possibly containing PFAS chemicals (including but not limited to sampling, handling, and remediating) to the extent the City of Laredo specifically directs, in writing, RS&H to perform such services/work, and RS&H shall not be liable for the nonperformance of such services/work.
- NPDES Permit

- Permitting Fees and Permitting Coordination
- Topographic survey
- Boundary surveys
- Obstruction surveys
- Survey platting
- Construction Staking
- Construction Verification Surveys
- Funding coordination outside of grant closeout
- Transportation Security Administration coordination
- Environmental remediation (wetlands, soil contamination, etc.)
- Any and all permit fees unless otherwise indicated
- Additional travel to the Airport, FAA offices, or any other requested travel, beyond those meetings explicitly noted herein

VII PROFESSIONAL SERVICES FEE AND FEE TYPE

RS&H will provide the above referenced services for a Hourly-Rate, Not-To-Exceed amount of **$654,562.61**, unless otherwise authorized by the client. Hourly rates included raw rates, overhead, and a 15% profit markup. Expenses will be reimbursed at their actual cost with no markup. See Attachment A for a breakdown of costs.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario Cabello, Deputy City Manager; Mark DeMay, Finance Director

Staff Source: Mark DeMay, Finance Director

SUBJECT

Authorizing the City Manager to award a three year Professional Service Contract to the best value applicant, PNC Bank, for depository banking services for fiscal years 2024 through 2026 at a net estimated cost of $258,982.02 based on option one using earnings credits. Option two uses interest bearing accounts and would result in a net revenue for the City of $46,680,48. The contract has an additional two year extension option. Funding is available in various City Department Budgets. Contract is subject to future appropriations.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The Charter of the City of Laredo section 6.14 requires that the City designate a primary bank to provide depository and specific bank services. The Charter requires that the designation of the banking institution be made to the lowest proposer cost for those services or lowest compensating balance, or combination of both as is determined to be in the best interest of the City. The contact shall not exceed a period of five years. Current contract is scheduled to expire on September 30, 2026. The new contract will include the option to extend the term of the contract for two additional years. The City received two proposals: PNC and Vantage Bank. Below is the information for the lowest cost responsible bidder - PNC. The column on the left represents the current contract amounts using earnings credits estimated for the next three years. The column on the right represents the alternative option of using interest bearing accounts instead of earning credits, which will result in a net revenue for the City.

PNC		PNC	
Monthly Fees	19,080.82	Monthly Fees	19,080.82
Months	36	Months	36
Total Fees	686,909.52	Total Fees	686,909.52

Earnings Credits		Interest Earnings Account Proposal	
Average Balance	8,151,000.00	Average Balance	8,151,000.00
Credit Rate	1.75%	Interest Earnings	3.00%
Monthly Credit	11,886.88	Monthly Interest Earnings	20,377.50
Months	36	Months	36
Total Earnings Credits	427,927.50	Total Interest Earnings	733,590.00
Net cost	258,982.02	Net revenue	(46,680.48)

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:	2024
Bugeted Y/N?:	Y
Source of Funds:	Various Fund
Account #:	Various Accounts

Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

The cost of the contract will be allocated to the bank services fees account for various funds starting with fiscal year 2024.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Guillermo Heard, Fire Chief; Mark Demay, Financial Service Director: Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to award contracts for a Workforce TeleStaff System for an annual total contract amount of $53,400.00, to the following vendors:

- JK Seva, Oakhurst, CA in the amount of $15,000.00;
- Kronos Incorporated, UKG Co, Lowell, MA, in the amount of $38,400.00.

The TeleStaff Implementation and Cloud Software will be utilized by the Laredo Fire Department and will include but not limited to: Security, Organization, Shift, Roster, Code Management, daily scheduling, special event hiring, reports, maintenance and monitoring. The TeleStaff Cloud Software with Kronos Incorporated, UKG Co, Lowell, MA, will be purchased utilizing Omnia Partners Cooperative Contracts #18220 and #18221. The term of contract will be for a (1) one year with the option to renew (3) three additional (1) one-year periods. Funding is available in the General Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The Fire Department requested quotes for the Workforce TeleStaff Implementation and received three quotes; JK Seva, Oakhurst, CA, HRTM Consulting, Belle Meade, NJ, and Kronos Incorporated, UKG Co, Lowell, MA.

JK Seva, Oakhurst, CA was the lowest bidder. The TeleStaff Cloud Software with Kronos Incorporated, UKG Co, Lowell, MA, will be purchased utilizing Omnia Partners contract #18220 and #18221. The implementation will be a one time fee of $15,000.00 and the software will be a monthly fee of $3,200.00 in the annual amount of $38,400.00. Total amount for the Workforce TeleStaff is $53,400.00.

Tabulation:

Vendor - (TeleStaff Implementation)	Amount
JK Seva	$15,000.00
HRTM Consulting	$22,860.00

Kronos Incorporated, UKG Co	$25,000.00

Tabulation:

Vendor - (TeleStaff Software)	Amount
Kronos Incorporated, UKG Co	$38,400.00 annually

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended this contract be awarded.

Fiscal Impact

Fiscal Year: 2022-2023
Bugeted Y/N?: Y
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

JK Seva, Inc.
$15,000.00 101-2410-523-5526

Kronos Incorporated, A UKG Company
$7,875.00 101-2410-523-5588
$5,525.00 402-4310-523-5588 FDEM12
$25,000.00 101-2410-523-5588 FDEMSU

Attachments

JK Seva quote
Kronos Inc. UKG Quote
UKG OMNIA contract

Exhibit A

This **Exhibit** to the Master Service Agreement ("MSA") hereinafter referred to as the Statement of Work ("SOW") shall be incorporated in and governed by the terms of that certain MSA by and between **{Client }** ("**Client**") and JK Seva, Inc. ("**JKS**") executed on **{MSA Date}** as amended (the "Agreement"). Unless expressly provided for in this SOW, in the event of a conflict between the provisions contained in the MSA and those contained in this SOW, the provisions contained in the MSA shall prevail.

Statement of Work Summary Information	
Project Description (short):	UKG Workforce TeleStaff Implementation
Client Project Manager:	TBD
JKS Project Coordinator:	TBD
JKS Account/Sales Rep:	Bill Mitchell (bmitchell@jkseva.com)

STATEMENT OF WORK DETAILS

The details for this SOW are fully defined below in Attachment 1 to this SOW.

OWNERSHIP OF DELIVERABLES

Deliverables and all other work products, such as scripts and workflows, developed by JKS or otherwise under this Agreement (the "Deliverables"): (i) uniquely for **Client** or based on **Client**'s specifications, and paid for by the Client under this Agreement or any other Scope of Work Authorization; (ii) that are reports, templates, or other materials containing **Client** data; and/or (iii) that are expressly stated in a Scope of Work Authorization shall be owned by **Client**. JKS hereby forever, irrevocably, and unconditionally assigns, transfers, and conveys to **Client** all rights, title, and interest in and to all Deliverables and all patent, copyright, trade secret and other intellectual property rights therein, world-wide. Upon its completion, or at the request of **Client** at any time, JKS shall deliver to **Client** all Deliverables including, without limitation, all source code and documentation thereof.

RETURN OF MATERIALS

Upon termination, expiration or cancellation of this Agreement for any reason whatsoever, and upon receipt of full payment of all fees due and payable pursuant to this SOW, JKS shall promptly deliver to **Client** all copies of all Deliverables developed or created by or on behalf of JKS as specified in the applicable SOWs, but not yet provided to **Client**, in whatever stage of completion, including without limitation any source code and programmer's notes with regard to any Deliverables that are computer software. In addition, JKS shall return to **Client** all materials provided to JKS by **Client** hereunder, including (without limitation) all **Client** Confidential Information and any materials owned by **Client**, and copies thereof. Upon request in writing by **Client**, JKS shall provide **Client** with a certificate of compliance with this Section.

CHANGE CONTROL PROCEDURE

Change Control Procedure. **Client** or JKS may, at any time upon written notice to the other party, request increases or decreases in the scope of the SOW.

(1) **Client** Increases in Scope. If **Client** requests an increase in the scope of Services of the SOW, **Client** shall notify JKS in writing, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, JKS shall provide **Client** with a written response that shall include a statement as to whether the change has an associated cost or schedule impact. If the change has an associated cost or schedule impact, the statement shall include the price increase or credit, and the specific impact on the schedule. If JKS's response is approved by **Client**, **Client** shall issue a change control form ("Change Control Form"), which will be approved, in writing, by **Client** and executed by JKS.

(2) JKS Increases Scope. JKS may request additions to the scope by providing the Client with a written request that shall include a statement as to whether the change has an associated cost or schedule impact. If the change has an associated cost or schedule impact, the statement shall include the price increase and the specific impact on the schedule. If JKS's request is approved by **Client**, **Client** shall issue a Change Control Form, which will be approved, in writing, by **Client** and executed by JKS.

(3) Decreases in Scope. **The Client** shall have the right, in its sole discretion, and for any reason whatsoever, to decrease the scope of the Services. In such a case, the fee for the SOW will be reduced by an amount consistent with the decrease in scope. JKS requires a 10-day notice of any decrease in the scope where consultant time has been confirmed.

ACCEPTANCE PROCEDURE

JK Seva grants to **Client** a ten (10) day acceptance period ("Acceptance Period") commencing on the date completed Services are delivered to **Client**. **The Client** shall have the right to reject the Services, in whole or in part, during the applicable Acceptance Period for JKS's failure to successfully meet the specifications as contained herein, with such determination to be made in the Client's reasonable judgment. At the end of the applicable Acceptance Period, if **Client** has not rejected the Services, the Services shall be deemed to be accepted by **Client**; provided, however, that **Client**'s acceptance of the Services shall not be deemed a waiver of any of **Client**'s warranty rights as expressly provided herein. In the event **Client** rejects the Services within the initial Acceptance Period, JKS shall, upon receipt of written notice from **Client**, be given an additional ten (10) day period to cure any deficiency identified by **Client**. In the event JKS is unable to cure said deficiency within this additional ten (10) day period, **Client** may, in its sole discretion: (a) at no additional cost to the Client, require JKS to immediately provide additional staff, as required, so as to not impact **Client**'s project completion dates, to perform further work on the Services not accepted or to provide proof that changes are not necessary; or, (b) terminate this SOW in part with respect to Services not accepted, in which event any and all fees paid by **Client** to JKS in connection with the Services shall be refunded to **Client** in full and **Client** shall have no further obligations to JKS with respect to such Services; provided, however, that the foregoing shall not be deemed to limit **Client**'s other rights to terminate this Agreement as provided herein, any other rights **Client** may have at law or in equity, or JKS's warranties as expressly provided herein.

Both **Client** and JKS will use best efforts to resolve promptly and in good faith, all disputes that may arise during the administration of the SOW. An escalation procedure will be established between JKS and

Client to identify critical unresolved issues and ensure that higher levels of management are informed so that necessary action is taken to resolve the issue.

ISSUE RESOLUTION AND ESCALATIONS PROCEDURE

The **JKS** Project Manager Office (PMO) will hold the primary responsibility to resolve any issues regarding engagement delivery and execution under this SOW.

Escalation paths will be defined at the commencement of the engagement. Similarly, key **Client** contacts will be defined for issue resolution and escalation at the commencement of the engagement.

The escalation process and timelines are fully defined below in Attachment 2 to this SOW.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

ACCEPTED BY: _____	ACCEPTED BY: _____
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

Attachment 1

PROJECT DESCRIPTION:	UKG Workforce TeleStaff Implementation
TOTAL COST:	$15,000
START DATE:	TBD
ESTIMATED END DATE:	TBD
CLIENT PROJECT COORDINATOR/MANAGER:	TBD
JKS PROJECT COORDINATOR/MANAGER:	TBD

INITIAL DISCOVERY DATA

Data

- 400 employees
- 15 Stations, 3 Districts (Each own Chief); Employees can work across districts
- Schedules: 48 hour shifts, A-C; Admin shifts (may not use TS)
- OT Hiring: Manual
- Fatigue: N/A
- Special Events: Not critical. 49 admin that staff special events
- Current: Schedules managed in Excel. Need/Goal: more automation

Add-Ons and Needs

- **Payroll Export:**
  - On-going Person export to HCM: Executime
    - JKS provide UKG standard format and client responsible for upload to HCM (included)
- **Bidding Management:**
  - Vacation Bidding: Not necessary. Just import information (possibly next year)
  - Position Shift Bidding: N/A
- **Schedule Pushed to CAD**:
  - JKS provide UKG standard format and client responsible pushed to CAD (included)

SCOPE OF SERVICES

In Scope – $15,000 Fixed Fee Package Services Available

- **Security Management**
  - Multiple staffing authorities/roles
  - Multiple login policies
- **Organization Management**
  - A single Business Unit/Scheduling Group
    - Overtime Hiring practices are the same for all staff in the business unit
    - Time Off Requests practices are the same for all staff in the business unit
    - Examples: Patrol, Jail, Fire Suppression, Communications, etc.
    - If exists, all employees are covered under the same union contact/Mo
    - Define skills, specialty and/or certification at position, unit or area
  - Event Type and Extra Units for Special Deploy *(1 Event type)*
    - Examples: Deploy extra unit to the roster for a football game, parade, strike team, ect.
    - Configure one Event Type and provide training so customers can create other Event Types
- **Shift Management**
  - Ability to support multiple shift patterns for a single business unit
  - Support of Kelly Days
- **Roster Management**
  - Include multiple roster views
  - Roster Headcounts
  - Minimums Staffing (Leave Thresholds/Roster Counts/Alarms)
- **Multi-day Schedule**
  - Include multiple views
- **Code Management**
  - Signup Process
    - Ability for user to make themselves available or not available for work
    - Ability for users to sign up for special event opportunities
    - Validate Dynamic/Static issues
  - Accrual Code Management
    - Initial accrual code(s) balance(s) - manual or import
    - No cascading accrual process
    - Customer responsible for ongoing accrual code updates
    - Import required to be in UKG format.
  - Time Off Request – Various non-working codes (Vacation, Comp, Sick, etc.)
    - Ensure compliance with union rules, common business practice, ect.
    - Validate Dynamic/Static issues
    - With or without approvals - Workflows

    - Shift trades
        - One Way & Two Way
        - Ensure compliance with union rules, common business practice, ect.
        - Validate Dynamic/Static issues
        - With or without approval by code - Workflows
- **Overtime/Special Event Hiring (Fill by Rule)**
    - Multiple hiring/staffing list selections *(up to 2 Hiring Strategy)*
    - Linked Hiring/Staffing Lists with sorting criteria for each list *(up to 3 Hiring Lists)*
    - Fatigue Rule *(1 Fatigue Rule if necessary)*
- **Dynamic/Static Issues**
    - To support Work Code management and Roster management (roster moves)
- **Workflow notifications**
    - To support Work Code management
- **Report Management**
    - Standard reports
- **Export Management**
    - Standard payroll export configuration variable length flat file
    - Roster Type report export for downstream RMS and CAD systems
- **SSO or MFA Configuration**
- One production cutover upon successful user acceptance testing
- One-time data import of customer supplied person data in UKG standard format
- 4-8 hours remote consulting training session/s (typically broken into smaller sessions and included with other tasks)

Out of Scope

- **Scheduling Automation**
    - Auto Assign
    - Auto Hire
- **Scheduling Management**
    - Self-Fill
    - Assignment Templates
    - Preferences
- **Notification Management**
    - IVR
- **Import Management:**
    - On-going Person import from HCM

Add-on Services

- **Additional Business Unit / Scheduling Group – N/A**
  - Occurs when a group has different backfill hiring (overtime) practices
  - May have a different union / collective bargaining agreement
- **WFM/HCM Integrations**
  - Integration with UKG Dimensions **– N/A**
  - Integration with UKG Ready **– N/A**
- **Bidding Management:**
  - Vacation Bidding: **Not Necessary**
  - Position Shift Bidding: **N/A**
- **Extra Duty Event Management – N/A**

METHODOLOGY AND APPROACH

- **Remote Services:** All services will be provided remotely
- **Project Management**:
  - Creation and maintenance of a project plan, issues and risks management, and necessary status calls (no more than 1x/week) and reports
  - Jointly run project: JKS Project Manager will work with **Client** Project Manager
  - Transition to UKG Global Support after the first deployment Go-Live.
- **Implementation approach:**
  - JKS plans to create one solution design for your organization
  - **Client** team will conduct one testing cycle to accept that solution (JKS will provide support)
  - JKS will support one production cutover
- **Architecture:** Two environments (1 Production, 1 Development)
- **Training:**
  - JKS will provide 4-8 hours of remote consulting training sessions (typically broken into smaller sessions and/or some are wrapped in other tasks)
  - You can obtain online training by UKG through KnowledgeMap / KnowledgePass, with additional information and toolsets to train your end-users as well
  - UKG training curriculums can be reviewed on the UKG customer website
- **Implementation Timeline:**
  - The project will commence within 5-7 business days upon receipt of a signed contract
  - JKS Fixed Fee Package implementations are designed to deliver value quickly to your organization. Project timelines usually span up to 6 months. The goal for this project is to complete by the end of 2023
  - Implementation support for this time span is included in the package. Extended project timelines and scope beyond this must be supported with additional services agreed via change order.

  Note: the timeline is aggressive and depends upon the availability of the **Client** for timely decision-making, allocated **Client** resources, adequate and timely testing and testing practices, timely responses, and **Client** leadership oversight.

GENERAL PROJECT ASSUMPTIONS

The following general assumptions have been made in the development of JK Seva's SOW and associated fee estimates. All estimates and expenses set forth in this SOW are, therefore, contingent upon the accuracy of these assumptions, and are subject to change should any assumption turn out to be incorrect. The following assumptions should be carefully reviewed by the **Client** to verify accuracy:

- **Client** provides appropriate assistance, adequate resources allocated, and project sponsor during the project period.
- Tasks that are not included in the pricing are assumed to be performed by the **Client** or not needed.
- This SOW does not include or override any existing contracts currently in place between JK Seva and **Client** .
- JK Seva's SOW does not include customizations, modifications, or extensive configuration changes of the UKG software; it is assumed the functionality provided by UKG's software purchased is sufficient.
- If there are data discrepancies, **the Client** will provide the required resources for data cleansing. **Client** will ensure prompt attention to this matter to not impede the project scope and timeline.
- JK Seva will be assisting with application testing and data validation, but the ultimate responsibility is **Client.**
- **Client** and JK Seva will work together to expedite any escalation and/or decisions to be made by management and/or executive management.
- **Client** will provide access to all applicable project tools.
- **Client** will make JK Seva aware of any blackout dates, holidays and resource absences within the first 10 days of the project which may affect JK Seva's ability to meet the timelines in the project plan.
- **Client** has access to KnowledgeMap / KnowledgePass.
- UKG product licensing/SaaS agreement and support will be maintained by the **Client**.
- Methodology: 1 Prod/1 Dev environment; 1 solution design created, 1 testing cycle, and 1 production cutover.
- **Client** will provide a Project Manager.
- **Client** will purchase and maintain their licensing, Twilio, for SMS messaging to use as a contact method for scheduling.

PRICING

The following is the Time & Materials pricing and the Client will be invoiced when hours are completed as estimated and presented on timeline.

CONSULTING ROLE	Rate	TOTAL
JKS Fixed Fee Package: Core	15,000	15,000
Total Estimated Project Costs		**$15,000**

Payment/Payment Terms:

- JKS will submit weekly invoices to the **Client** along with all the supporting documents (timesheets, status reports, expense reports, receipts).
- **Client** agrees to immediately bring to JKS's attention any discrepancy in the invoice upon receipt
- Payments for services performed and expenses incurred will be invoiced weekly. **Client** agrees to pay invoices within fifteen (15) days of invoice date and understands that failure to timely pay such invoices will result in the cessation of all work hereunder, as well as a 2% late payment, in addition to the maximum rate of interest allowed by law on such invoices.

Attachment 2

For issue resolution please follow the process below to resolve any issues:

1. Please contact Beth Wallace, Director of Business Development
   Email: bwallace@jkseva.com
   Phone: (925) 682-4800 x450

2. Please contact Bill Mitchell, President
   Email: bmitchell@jkseva.com
   Phone: (925) 682-4800 x470

3. Please contact Chris Schneider, CFO
   Email: cschneider@jkseva.com
   Phone: (925) 682-4800 x475

ORDER FORM

Quote#: Q-185365
Expires: 31 Aug, 2023
Sales Executive: Jason Coppi
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 08 Aug, 2023

Customer Legal Name:
City of Laredo

Customer Legal Address:
1110 Houston St, Laredo, TX 78040-8019 USA

Bill To: City of Laredo
1110 Houston St
Laredo, TX 78040-8019 USA

Ship To: City of Laredo
1110 Houston St
Laredo, TX 78040-8019 USA

Bill To Contact:

Ship To Contact: Christopher Perez

Ship to Phone: (956) 791-7300
Ship to Mobile:
Contact: Christopher Perez
Email: cperez1@ci.laredo.tx.us

Currency: USD
Customer PO Number:
Solution ID: 6200011
Initial Term: 36 months
Uplift Percent: 4 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30

Billing Start Date: Upon Signature of Order Form
Data Center Location: USA

Subscription Services

Billing Frequency: Annual in Advance

Subscription Services	Quantity	PEPM	Monthly Price
UKG TELESTAFF CLOUD	400	USD 8.00	USD 3,200.00
Total Price			**USD 3,200.00**

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 3,200.00

Order Notes:

This Order is entered into between Customer and Kronos Incorporated, a UKG company, subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor"), as amended ("Contract #18220"). The TeleStaff Cloud Software Application as listed on this Order as subject to the Sections Sections A and K of Contract #18220).

The fees for the Subscription Services are invoiced 60 days prior to the Billing Start Date.

UKG is offering the following one-time payment option for the subscription services herein (execution by 8/30). With the execution of this Sales Order Customer agrees to pay 50% of their 1st year fees at time of execution (Net 30), and the other 50% on Net 75. Thereafter, Customer acknowledges and agrees to pay all future invoices on Net 30 commercial terms.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

City of Laredo		**Kronos Incorporated**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.



UKG

Workforce Management & Human Capital Management Solutions

Labor is the costliest and most controllable expense for an organization. Many transactional aspects of managing the workforce are a great start for increased efficiency. UKG provides automation to highly repetitive processes including time & attendance, absence management, and scheduling that any workforce can benefit from.

Click Your Industry

Manufacturing

Government

Nonprofit

Public Sector

K-12 Education

Higher Education

State & Local Government

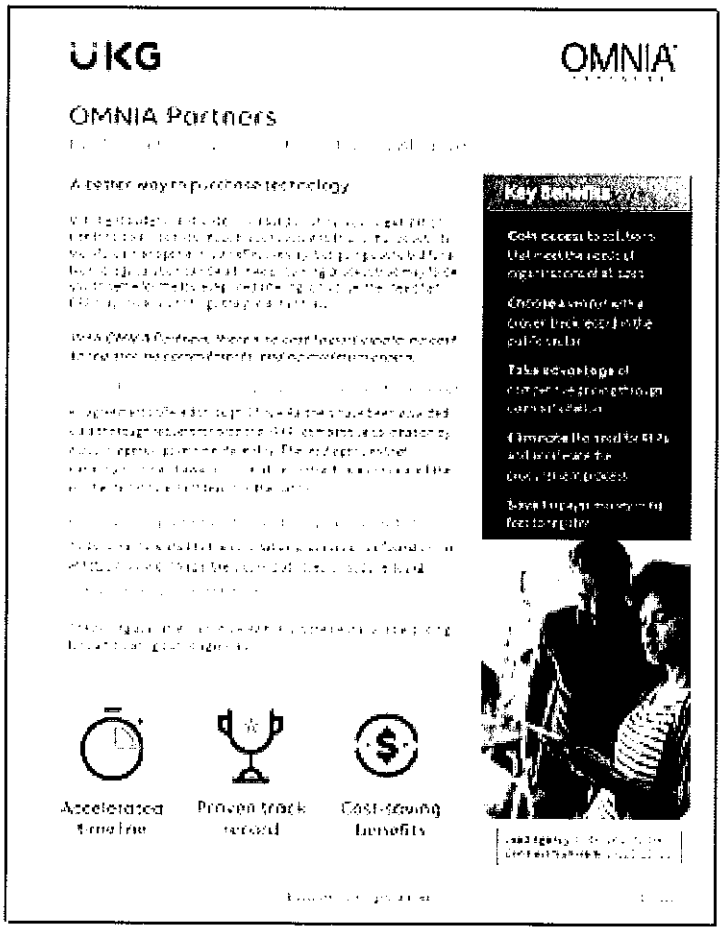
Available through CivicHR Partners, UK's oldest human capital management and workforce management solutions to

...participating public sector agencies.

...Management Systems and ...
...Products, Services and ...
...Security, LLC | 18220 and 18221

VIEW CONTRACT DOCUMENTATION

CONTACT US



UKG Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Workforce Management Systems and Related Products, Services and

Solutions

Cobb County, GA

Contract Number: 18220 and 18221

Awarded to: Kronos Incorporated #18220 and Kronos SaasShr, Inc. #18221

March 18, 2019 through March 17, 2022
Option to renew for three (3) additional one-year periods through March 17, 2025
RENEWED THROUGH March 17, 2024

Executive Summary

- Executive Summary
- Uniform Guidance
- Due Diligence

Master Agreement Documents

- Official Signed Contract #18220
- Official Signed Contract #18221
- Contract Award Documents
- Contract Amendment 1 - #18220
- Contract Amendment 2 - #18220

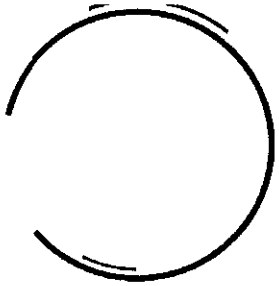
- Contract Amendment 3 - #18220
- Contract Amendment 1 - #18221
- Contract Amendment 2 - #18221
- Contract Amendment 3 - #18221
- Contract Amendment 4 - #18221
- Contract Renewal
- Disclosure of Investment Activities in Iran Russia Belarus

Response Evaluation

- Supplier Response to RFP
- Evaluation Summary

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Addendum 2
- Proof of Publication
- PreProposal Sign Sheet
- RFP Response Receipt List



INDUSTRIES

SOLUTIONS

ABOUT US

RESOURCES

CAREERS

BECOME A MEMBER

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City Council-Regular
Meeting Date: 09/18/2023
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Guillermo Heard, Fire Chief

SUBJECT
Authorizing the City Manager to execute the renewal of an Education Affiliation Agreement between Doctors Hospital of Laredo and the City of Laredo Fire Department to provide clinical education for the Laredo Fire Department Paramedic School, which is accredited with CoAEMSP. No financial impact.

VENDOR INFORMATION FOR COMMITTEE AGENDA
N/A

PREVIOUS COUNCIL ACTION
City Council approved a five year contract with Doctors Hospital of Laredo on December 2018.

BACKGROUND
This agreement will allow the partnership between Doctors Hospital of Laredo and the Laredo Fire Department. During this partnership, Laredo Fire/EMS Academy Cadets will obtain their required clinical training hours to receive EMS certification.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that this agreement be approved.

Fiscal Impact

Fiscal Year: 2024
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
No financial impact

Attachments

DHL Agreement

EDUCATION AFFILIATION AGREEMENT

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION

THIS AGREEMENT is made and entered into as of the date of last signature below by and between the City of Laredo Fire Department ("University") and Doctors Hospital of Laredo ("Facility").

RECITALS

WHEREAS, University desires to provide appropriate clinical learning experiences to its Students in its clinical programs ("Students");

WHEREAS, the parties mutually desire to advance Student training and education, and assist in meeting the demand for health care personnel, and to make available better health services to patients in the community; and

WHEREAS, it is deemed advisable and in the best interests of the parties to establish an affiliation for the purposes of carrying out these objectives.

NOW, THEREFORE, for and in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

I. Mutual Responsibilities

A. Assignment of Students. Students subject to this Agreement are assigned to Facility by University for the purpose of developing the Student's clinical competence (knowledge, procedures/skills, clinical problem solving, and professional attitudes and behaviors).

B. Schedule of Assignments. Prior to the initiation of any program for Students, the University shall provide information to the Facility concerning the number of Students, possible dates of assignment, the names and pertinent information about the Students, and the objectives for Students' clinical education experience. The Facility and University shall jointly plan the schedule of Student assignments to Facility, including the number of Students, the hours of attendance, and the schedule of activities at the Facility. Facility shall determine the maximum number of Students accepted by Facility for assignment to a clinical area.

C. Designated Representative. The Facility and University shall each appoint a designated representative to coordinate the clinical education experience, and to work with the University's instructors and Students to facilitate a meaningful experience.

D. Changes in Curriculum, Program and Staff. Each party shall keep the other informed of changes in curriculum, program and staff which may affect the clinical education experience.

Representatives of both parties shall meet periodically to review the program, and to make such suggestions and changes as needed.

E. Compliance with Applicable Laws. The parties shall in the performance of this Agreement comply with all applicable laws, rules, regulations, and policies affecting agreements of this nature.

F. Nondiscrimination. Each party agrees that it will not discriminate against any Student in violation of any applicable Federal, State or Municipal laws on the basis of sex, race, religion, national origin, disability or veteran status, or other protected classification.

G. Relationships Between Facility, University and Students.

1. Independent Entities. This Agreement shall not be construed to create a general partnership, joint venture or any other organizational combination of the parties, nor shall it authorize either party to act as an agent for, or bind the other party in any manner. Facility and University shall be and remain independent entities with respect to the performance of their respective duties and obligations hereunder. There will be no payment of charges or fees between University and Facility.

2. Students. The parties acknowledge that the Students of the University are fulfilling specific requirements for their educational or clinical experience as part of a degree and therefore, the Students of the University are not to be considered employees of either the University or the Facility, regardless of the nature or extent of the acts performed by them, for the purposes of Worker's Compensation, employee pay or benefit programs, or any other purpose. The Facility shall not pay any remuneration or wages to any Student.

H. Right to Withdraw Student from Program.

1. By University. University may withdraw a Student from the program at any time, upon written notice to the Facility.

2. By Facility. Facility will have the right to take immediate temporary action to correct a situation where a Student's actions endanger patient care or where, in the sole discretion of the Facility the Student's work, conduct, or health is deemed detrimental to patients or others. As soon as possible thereafter, Facility will notify the University of the action taken. All final resolutions of the Student's academic status in such situations will be made solely by the University after reviewing the matter and considering whatever factual information the Facility provides for the University; however, Facility reserves the right to terminate the use of its facilities by a particular Student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

I. Inspection of Records. In accordance with the Social Security Act and Regulations thereunder or as otherwise provided by law, University, Facility, third party payors, the Secretary of Health and Human Services, and the Comptroller General, and their authorized representatives, shall have access to all data and records relating to the nature and extent of costs and services provided under this Agreement for a period of four (4) years after the furnishing of such services, or for such other period of time as may be required by law. When any of the requirements of this Agreement are provided by subcontract with a value of Ten Thousand Dollars ($10,000.00) or more over a twelve (12) month period or when otherwise required by law, the right to access to all books and records pertaining to the services shall be included in each subcontract.

II. University Responsibilities

A. University will provide the names and information pertaining to relevant education and training for all Students enrolled in the clinical education program within a reasonable time before the beginning date of the clinical education program. University is responsible for supplying any additional information required by Facility as set forth in this Agreement, prior to the arrival of Students. University will notify Facility in writing of any change or proposed change in a Student's status.

B. University will assign only those Students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation.

C. University shall advise each affiliating Student of the need to obtain criminal background and child abuse clearance checks prior to assignment to the Facility, and will provide verification of those checks to Facility.

D. Liability Insurance. University shall, at all times during the term of this Agreement, maintain the following insurance coverage for ***its Students*** *OR* require ***each Student*** participating in the clinical learning experience to maintain and provide evidence of the following insurance coverage:

1. Professional liability insurance coverage, with a minimum of One Million Dollars ($1,000,000.00) each occurrence, and a minimum of Three Million Dollars ($3,000,000.00) in the annual aggregate, applying to professional acts and services as defined and required by this Agreement; and

If University personnel will be on-site at Facility's premises, then University shall at all times during the term of this Agreement, maintain the following insurance coverage for itself and its employees and agents:

1. Professional liability insurance coverage, with a minimum of One Million Dollars ($1,000,000.00) each occurrence, and a minimum of Three Million Dollars ($3,000,000.00) in the annual aggregate, applying to professional acts and services as defined and required by this Agreement;

2. Commercial general liability insurance coverage, naming Facility as additional insured, with a minimum of One Million Dollars ($1,000,000.00) each occurrence, and One Million Dollars ($1,000,000.00) in the annual aggregate, applying to bodily injury, property damage, and liability assumed under any contract. General liability insurance coverage may be satisfied by a combination of primary and excess or umbrella coverage;

3. Workers' Compensation and employer's liability for University's legal and statutory obligations as required by the laws of the jurisdiction in which the services are performed, and University shall waive its right of subrogation; and

4. Auto Liability insurance coverage.

All the above coverage amounts in this Section D. shall be the actual indemnity coverage limit and shall not be reduced by any expense or costs of litigation including attorney's fees. In the event that such insurance is purchased on a "claims-made" basis, upon termination of this Agreement, University shall either purchase extended reporting period endorsement ("tail") insurance coverage or continue the claims made policy for services rendered during the term of this Agreement in an amount equal to and otherwise upon the same terms identified herein.

University or Student shall provide Facility with Certificates of Insurance, evidencing the insurance coverages listed above, ten (10) days prior to the start of this Agreement and thereafter upon renewal or replacement of each coverage. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to Facility. Facility shall have the right to terminate this Agreement upon written notice to University for any breach of this section.

Failure of Facility to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Facility to identify a deficiency from evidence that is provided shall not be construed as a waiver of University's obligation to maintain such insurance.

E. Representations and Warranties.

1. University represents that each person performing the services under this Agreement (1) has been educated and trained consistent with applicable regulatory requirements and Facility policy; (2) is appropriately licensed, certified or registered, as applicable, to provide the services as contemplated herein; and (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities as required by Facility. If University's personnel will be on site at Facility's premises, then University additionally represents that it evaluates each Student's performance and each person performing services under this Agreement (1) has been oriented to Facility policies and procedures; (2) has verified the person's health status as required by his or her duties in providing the services under the Agreement and as required by all applicable laws and regulations (collectively, "Law") and advised each Student that they must provide proof of immunizations directly to the Facility; (3) has performed

criminal background checks and/or pre-employment verification of convictions for abuse or neglect when required by Law; and (4) has evaluated and reviewed each person's references, when applicable. University shall provide Facility with evidence of compliance with this paragraph upon request.

2. University also represents and warrants to Facility that neither University nor any person providing services on behalf of University is a "Sanctioned Provider" meaning that neither University nor such representatives (i) is currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, including but not limited to Medicare, Medicaid or TRICARE, as defined in 42 USC § 1320a-7b(f) (the "Federal health care programs"); (ii) is convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is under investigation or otherwise aware of any circumstances which may result in University or any person providing services on behalf of University being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term and University shall immediately notify Facility of any change in the status of the representation and warranty set forth in this Section. Any breach in this representation shall be cause for Facility to terminate this Agreement immediately.

3. University further represents and warrants that no physician who is or may be a referral source to Facility (as said term is defined at 42 U.S.C. section 1395x(r) nor any "immediate family member" of a physician owns or holds and "ownership or investment interest" in University. For purposes of the preceding sentence, the term "immediate family member" shall have the meaning described in 42 C.F.R. section 411.351 and the term "ownership or investment interest" shall have the meaning described in 42 U.S.C. section 1395nn(a)(2).

F. Confidentiality of Patient Information (HIPAA Requirements). University shall ensure that its Students, faculty members, and staff members agree to protect to the fullest extent required by law the confidentiality of any patient information generated or received by them in connection with their clinical experience, including those laws and regulations governing the use and disclosure of individually identifiable health information under Federal law, specifically 45 CFR parts 160 and 164.

1. University shall require each Student, faculty member, and staff member who participates in the program to sign a patient confidentiality agreement which the Facility will provide.

2. University further specifically acknowledges that in receiving, storing, processing, or otherwise handling any records of Facility patients, University, its Students, faculty members, and staff may be bound by Federal laws governing addictive disease patients, including 42 C.F.R. Part 2.

3. University agrees that, if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by law.

4. University's obligation to maintain the confidentiality of Facility patient information shall survive termination of this Agreement.

5. Solely for the purpose of defining the Student's role in relation to the use and disclosure of Facility's protected health information, such Students are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such Students are not and shall not be considered to be employees of the Facility. University will notify each Student of his or her status and responsibilities pursuant to this Agreement.

G. Confidentiality of Facility Information. University understands and agrees that in connection with this Agreement, University and its Students may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with Facility, and which may cause Facility to suffer competitively or economically if such information becomes known to persons outside of Facility. Such information may be in the form of trade secrets, or in the form of confidential information. Confidential information shall include, but not be limited to Facility's business and business development plans, patient or supplier lists. Consequently, except as provided in this paragraph or otherwise required by law, University agrees not to directly or indirectly use or disclose to any individual or entity any Confidential Facility information at any time. If required by University's duties under this Agreement and with the consent of Facility, University may disclose information relating to the operations of the Facility to members of the medical staff, state licensing agencies and the Joint Commission. University will not disclose information relating to the operations of the Facility to third-party reimbursement agencies (whether public or private) unless disclosure is required by this Agreement, applicable statutes or regulations, or the terms of applicable agreements for reimbursement.

   The foregoing restrictions on use and disclosure of Confidential information do not apply to information (i) that is required to be disclosed by law, regulation, or court or governmental order, (ii) that is or becomes publicly known other than as a result of a violation of this Section II G, (iii) that is known by a party prior to receipt of the information from the other party as clearly evidenced by such party's books and records, (iv) that is lawfully received by a party from a party not under a non-disclosure obligation with respect to such information, or (v) that is independently developed by a party without reliance on the confidential information received as clearly evidenced by such party's books and records.

H. Publications. University will prohibit the publication by the Students, faculty or staff members of any material relative to educational experience that has not been reviewed by the Facility, in order to assure that infringement of patient's rights to privacy is avoided. Any article written by a Student must clearly reflect that neither the University nor Facility endorses the article, even where a review has been made prior to publication.

I. Health Requirements. University shall advise each affiliating Student that they must receive and provide evidence of having received any immunizations and testing, or provide any records regarding relevant health conditions that may be required by Facility. University and the affiliating Student shall, to the extent of their respective knowledge, inform Facility of any special health problems or requirements any assigned Student may have. University and/or potentially exposed Student/faculty shall be responsible for further recommended testing or follow up. Student is further required to obtain and continue personal Health Insurance, at his/her own expense throughout the term of his/her participation in the Program.

J. Facility Policies, Rules, and Regulations. University shall ensure that all Students and faculty members shall be familiar with and comply with the Facility's applicable rules, regulations, and policies. University will specifically cover with each Student his or her responsibility to:

1. Observe and respect all patient's rights, confidences, and dignity:

2. Dress in appropriate attire for the clinical experience as established by the Facility, including name tags, if required: and

3. Acknowledge that Facility will not be responsible for providing Students with health care, worker's compensation, or other benefits. Further, Students are required to obtain personal Health Insurance benefits for the duration of their participation in the Program at their own cost. In the event of an emergency, Facility agrees to provide Students with first aid emergency care, which expense shall be that of Students, not Facility.

K. Indemnification. University shall indemnify and hold Facility harmless from and against any and all claims, liabilities, causes of action, losses, costs, damages and expenses (including reasonable attorneys' fees) incurred by Facility as a result of any breach of this Agreement or any acts or omissions of University, its employees or agents.

L. Vaccination Status. University agrees that (a) University, Students, and/or any personnel employed by or contracted with University that will be on site at Facility under this Agreement ("University Personnel") shall be fully vaccinated or have been approved for an exemption under University's exemption policy provided that such exemption is consistent with exemptions permitted under the Centers for Medicare and Medicaid Services Interim Final Rule for Healthcare Staff Vaccination, effective as of November 5, 2021; (b) University shall track and maintain records of University Personnel vaccination/exemption status including the dates and manufacturer of doses; (c) University shall provide evidence of vaccination/exemption status to Facility on a monthly basis or as more frequently as requested by Facility (response time for Facility request shall be within 2 hours of such request if requested by a state or federal agency); (d) for University Personnel that have been exempted from being vaccinated pursuant to University policies, University shall test such University Personnel on a weekly basis, submit such results the Facility and require such University Personnel to wear a surgical mask at all times at the Facility. University agrees to remove any University Personnel from the Facility who (i) tests positive for COVID-19, (ii) is unvaccinated and refuses to wear a surgical mask; or (iii) fails to adhere to the weekly testing requirement. Further, Facility may terminate this Agreement upon one (1) days' notice for

University's breach of any of the requirements set forth in this Section II.L. University shall indemnify and hold Facility harmless from and against any and all direct and/or indirect damages, including reasonable attorney's fees, resulting from University's breach of this Section II.L.

III. Facility Responsibilities

A. Patient Care. The Facility shall retain responsibility for patient care and Students shall not be used to replace Facility employees providing care.

B. Premises and Equipment. Facility will make available to Students basic supplies and equipment necessary for care of patients or clients and the clinical education program. Within the limitation of facilities, Facility will make available office, library and conference space for Students, if applicable.

C. Staff Supervision. The Facility shall provide staff supervision, in conjunction with the faculty from University, for the Students in the program.

D. Orientation. The Facility shall provide Students with training or appropriate written orientation materials to assist Students in the clinical educational experience at Facility.

E. Student/Faculty Evaluation. Facility will evaluate the performance of the Student on a regular basis using the evaluation form supplied by the University.

F. Emergency Services. On any day when a Student is participating in the clinical education program at its facilities, Facility will provide to such Student necessary emergency health care or first aid for accidents occurring in its facilities. The Student will be responsible for the costs of all care.

IV. Terms of Agreement

A. This Agreement shall commence upon full execution of the parties and shall remain effective for a term of three (3) years. Provided, however, that either party may terminate this contract upon thirty (30) days written notice at any time and for any reason.

B. It is understood and agreed that the parties to this agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.

C. In the event of termination before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement.

V. Miscellaneous

A. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

B. Construction. The parties acknowledge that each party hereto has contributed to the drafting of this Agreement and that the rule of construction that an instrument shall be construed against the drafting party shall have no application to this Agreement.

C. Notice. All notices, demands, requests, or other communications required to be given or sent by University or Facility, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

1. To University:

_____
_____
_____

2. To Facility:

_____
_____
_____

D. Assignment. This Agreement or any obligations thereunder shall not be subcontracted or assigned except to an affiliate or purchaser of Facility.

E. Governing Law. This Agreement shall be construed in accordance with the laws of the state in which Facility is located.

F. Entire Agreement/Merger. This Agreement sets forth the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, between the parties with respect to the subject matter of this Agreement.

G. Amendment. No amendment to the Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

H. Captions. All heading or captions used in this Agreement are for ease of reference and will not alter or affect the meaning of any provision of this Agreement.

I. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same agreement. Scanned, photocopied and facsimile signatures shall be deemed original signatures.

J. No Right of Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors, legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provisions give any third person any right

of subrogation or action over or against any party to this Agreement. Students described herein are specifically defined as and considered as third parties to this Agreement.

K. Waiver. Neither the waiver by any of the parties hereto a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

L. Arbitration.

1. Agreement to Arbitrate. Any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be determined by arbitration in the County and State in which Facility is located, in accordance with the provisions of this Paragraph and the arbitration rules of the American Arbitration Association ("AAA") in effect on the date of this Agreement by a single arbitrator who is selected as provided in Paragraph 2 below. The arbitrator shall base the award on this Agreement and applicable law and judicial precedent. The arbitration shall be governed by the substantive and procedural laws of the State in which Facility is located, applicable to contracts made and to be performed therein. The decision of the Arbitrator shall be binding upon the parties and enforceable in the courts of the State in which Facility is located. Each party shall equally bear the costs of Arbitration.

2. Selection of Arbitrator. The arbitrator shall be mutually selected by the parties hereto and in the event the parties cannot agree on an arbitrator, then the arbitrator will be selected in accordance with the rules of the AAA in effect on the date of this Agreement.

3. Authority of Arbitrator. The arbitrator shall have the exclusive authority to decide the scope of issues to be arbitrated. Any challenge to the arbitrability of any issue related in any way to the matters or claims in dispute between the parties shall be determined solely by the arbitrator. Also, any challenge to the validity of this arbitration provision or any subpart thereof shall be determined and decided exclusively by the arbitrator.

4. Discovery; Arbitration Hearing. Notwithstanding any AAA discovery rules to the contrary discovery shall be limited to (1) the production, by all parties to the arbitration, to the other parties thereto of all documents and electronic or computer records relevant or pertaining to any of the matters at issue; and (2) to allow each party to the arbitration to take five depositions, none of which may last more than four hours (exclusive of breaks and adjournments). These limits may be relaxed only upon the express agreement of each of the parties to the arbitration and the arbitrator. Notwithstanding any AAA rule to the contrary, the parties hereby agree that once the evidentiary hearing commences, it shall continue day-to-day until completed, with the exception of Saturdays, Sundays and legal holidays. Otherwise, the evidentiary hearing can only be adjourned by agreement of all of the parties and of the arbitrator for a period of time agreed upon by all of them.

IN WITNESS WHEREOF, the parties hereunto set their hands, the day and year first above written.

Facility	University
By: _____	By: _____
Name: _____	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

Fleet Management 42.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Steve E. Landin, Assistant City Manager/Acting Chief of Police

Staff Source: Ronald W. Miller, Fleet Department Director; Mark DeMay, Finance Department Director, Miguel A. Pescador, Purchasing Agent

---

SUBJECT

Consideration to renew annual contracts FY20-079 for the purchase of truck tires with the following vendors:

a. Section I - Southern Tire Mart, Laredo, Texas in an amount up to $500,000.00 (Primary Vendor);
b. Section II - The Goodyear Tire & Rubber Company, Akron, Ohio, in an amount up to $150,000.00 (Primary Vendor)
c. Southern Tire Mart, Laredo, Texas, in an amount up to $125,000.00 (Secondary Vendor).

All tires will be secured on an as-needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. Due to an industry-wide increase on rubber materials cost, The Goodyear Tire Company is proposing a 6% increase in pricing while Southern Tire Mart will not be requesting a price increase during this extension period. This is the last extension period for this contract. Funding is available in the Fleet Maintenance Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 9/6/22.

BACKGROUND

This contract establishes pricing for the purchase of truck tires for the Fleet Department. Due to an industry-wide increase on rubber materials cost, The Goodyear Tire Company is proposing an 6% increase in pricing while Southern Tire Mart will not be requesting a price increase during this extension period. This is the last extension period for this contract. All delivery of tires will be made through local dealers. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Pricing Summary:

Option I-Truck Tires	Section I	Proposed Increase
Southern Tire Mart	**(Primary Vendor)**	0%
Option II - Truck Tires	Section II	
The Goodyear Tire Co.	**(Primary Vendor)**	6%
Southern Tire Mart**A	**(Secondary Vendor)**	0%

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contract be renewed.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	593-2810-533-2072

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY20-079 Bid Tab
FY20-079 Contracts
2023 to 2024 Goodyear Pricing

							The Goodyear Tire & Rubber Company		Bluebonnet Resources , LLC		Toro Auto Sales (Toro Motors LLC)		Southern Tire Mart, LLC		American Tire Distributors		Beasley Tire Service - Houston, Inc	
							Total Price	$410,650.00	Total Price	$698,700.00	Total Price	$741,765.00	Total Price	$965,810.00	Total Price	$989,675.30	Total Price	$155,741,400.00
Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I:Truck Tires (Michelin and Bridgestone) Only brands accepted			1	PKG		No Bid		$557,100.00	$557,100.00	No Bid		**$538,210.00**	$538,210.00	$545,188.50	$545,188.50	$84,999,740.00	$84,999,740.00
1.1	315/80R22.5 20 ply Mixed Service Rib			160	EA				$785.00				$544.00		**$537.38**		$528,220.00	
1.2	11 R X 22.5 G- 149 Load Range H 16 ply High Scrub Application			200	EA				$565.00				**$347.00**		$423.89		$482.00	
1.3	11R X 22.5 G177 LUG Mixed Service TLH 16 ply Rating			800	EA				**$370.00**				$434.00		$425.83		$444.00	
1.4	11R X 24.5 G149 Load Range H 16 ply High Scrub Application			10	EA				No Bid				$463.00		**$443.29**		$474.00	
1.5	11R X 24.5 G177 LUG Mixed Service TLH 16 ply Rating			60	EA				**$375.00**				$499.00		$488.88		$470.00	
2	Section II:Truck Tires (Firestone, Yokohoma, B.F. Goodrich, and Goodyear) Only brands accepted			1	PKG		$410,650.00	$410,650.00	$141,600.00	$141,600.00	$741,765.00	$741,765.00	$440,540.00	$440,540.00	$444,486.80	$444,486.80	$70,741,660.00	$70,741,660.00
2 ALT4	11R X 24.5 G149 Load Range H 16 ply High Scrub Application	Firestone FS560+	156582	10	EA								**$328.00**	$ 3,280.00				
2 ALT5	11R X 24.5 G177 LUG Mixed Service TLH 16 ply Rating	Firestone T831	281565	60	EA								$389.00	$ 23,340.00				
2 ALT1	315/80R22.5 20 ply Mixed Service Rib	Firestone T819	157147	160	EA								$357.00	$ 57,120.00				
2 ALT2	11 R X 22.5G- 149 Load Range H 16 ply High Scrub Application	Firestoen FS560+	156558	200	EA								$308.00	$ 61,600.00				
2 ALT3	11R X 22.5 G177 LUG Mixed Service TLH 16 ply Rating	Firestone T831	281557	800	EA								$369.00	$ 295,200.00				
													$427,600.00	$427,600.00				
2.1	315/80R22.5 20 ply Mixed Service Rib			160	EA		$390.00		$410.00		$539.75		**$360.00**	$ 57,600.00	$440.38		$439,700.00	
2.2	11 R X 22.5 G- 149 Load Range H 16 ply High Scrub Application			200	EA		**$279.00**		$380.00		$604.21		$280.00	$ 56,000.00	$284.16		$469.00	
2.3	11R X 22.5 G177 LUG Mixed Service TLH 16 ply Rating			800	EA		**$335.00**		No Bid		$638.05		$360.00	$ 288,000.00	$362.78		$338.00	
2.4	11R X 24.5 G149 Load Range H 16 ply High Scrub Application			10	EA		$315.00		No Bid		$362.10		**$290.00**	$ 2,900.00	$403.92		$362.00	
2.5	11R X 24.5 G177 LUG Mixed Service TLH 16 ply Rating			60	EA		$355.00		No Bid		**$341.70**		$385.00	$ 23,100.00	$382.18		$364.00	

City of Laredo
Purchasing Division
RENEWAL NOTICE

August 23, 2023

Ms. Michelle May
The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, Ohio 44316

Re: FY20-079 Truck Tires – Fleet Department
Extension III

Dear Ms. May,

This is to inform you that contract FY20-079 which was approved by the City Council on September 8, 2020 is up for renewal. This is the last extension period for this contract.

Contract Pricing:

Section II Primary Vendor

If there are any questions regarding this renewal, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

The Goodyear Tire & Rubber Company
*** with price increase
Accept detailed below. Reject

Authorized Signature:

Print Name: Chris Campbell

Date: 08/28/2023

ID	Description	Amount	Operation
PCG_756141613:SP	756141613 315/80R225 L G289 WHA TL	486.84	Net Price
PCG_138179737:SP	138179737 11R225 H MARATHON RSA TL	329.62	Net Price
PCG_138835691:SP	138835691 11R22.5 146/143J H WORKHORSE MSD TL	403.74	Net Price
PCG_138813737:SP	138813737 11R245 H MARATHON RSA TL	372.15	Net Price
PCG_138847691:SP	138847691 11R24.5 149/146J H WORKHORSE MSD TL	420.00	Net Price

Start Date: 09/01/2023
End Date: 08/31/2024

City of Laredo
Purchasing Division

RENEWAL NOTICE

August 23, 2023

Mr. Richard Conwill
Southern Tire Mart
1101A Beltway Parkway
Laredo, Texas 78045

Re: FY20-079 Truck Tires – Fleet Department
Extension III

Dear Mr. Conwill,

This is to inform you that contract FY20-079 which was approved by the City Council on September 8, 2020 is up for renewal. This is the last extension period for this contract.

Contract Pricing:

Section I	Primary Vendor
Section II	Secondary Vendor

If there are any questions regarding this renewal, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Southern Tire Mart

Accept X Reject

Authorized Signature:

Print Name: Richard Conwill

Date: 8/23/2023

City of Laredo
Purchasing Division

LETTER OF AWARD

September 7, 2022

Ms. Michelle May
The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, Ohio 44316

Re: FY20-079 Truck Tires – Fleet Department
Extension II

Dear Ms. May,

This is to inform you that the contract renewal for FY20-079 was approved by the City Council on September 6, 2022. The term of this contract shall be for a period of one year. This is the second of three extension periods.

Contract Pricing:

Section II Primary Vendor

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

September 7, 2022

Mr. Richard Conwill
Southern Tire Mart
1101A Beltway Parkway
Laredo, Texas 78045

Re: FY20-079 Truck Tires – Fleet Department
Extension II

Dear Mr. Conwill,

This is to inform you that the contract renewal for FY20-079 was approved by the City Council on September 6, 2022. The term of this contract shall be for a period of one year. This is the second of three extension periods.

Contract Pricing:

Section I	Primary Vendor
Section II	Secondary Vendor

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 09/06/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Ronald W. Miller, Fleet Department Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual contracts FY20-079 for the purchase of truck tires with the following vendors:

a. Section I - Southern Tire Mart, Laredo, Texas in an amount up to $500,000.00 (Primary Vendor);
b. Section II - The Goodyear Tire & Rubber Company, Akron, Ohio, in an amount up to $150,000.00 (Primary Vendor)
c. Southern Tire Mart, Laredo, Texas, in an amount up to $125,000.00 (Secondary Vendor).

All tires will be secured on an as-needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. Due to an industry wide increase on rubber materials cost, Southern Tire Mart is proposing a 14% increase and the Goodyear Tire Company is proposing a 10% increase in pricing during this extension period. This contract can be renewed one (1) additional one (1) year period, upon mutual agreement. Funding is available in the Fleet Maintenance Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 9/7/21.

BACKGROUND

This contract establishes pricing for the purchase of truck tires for the Fleet Department. Due to an industry wide increase on rubber materials cost, Southern Tire Mart is proposing a 14% increase and The Goodyear Tire Company is proposing an 10% increase in pricing. This is the second of three extension periods. All delivery of tires will be made through local dealers.

The term of this contract shall be for a period of one (1) year beginning as of the date

of its execution. The contract may be extended for one, additional one (1) year period. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall 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.

Pricing Summary:

Option I-Truck Tires	Section I	Proposed Increase
Southern Tire Mart	**(Primary Vendor)**	14%
Option II - Truck Tires	Section II	
The Goodyear Tire Co.	**(Primary Vendor)**	10%
Southern Tire Mart**A	**(Secondary Vendor)**	14%

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contract be renewed.

	Fiscal Impact
Fiscal Year:	2022
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	593-2810-533-2072

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY20-079 Bid Tab

FY20-079 Contracts

City of Laredo
Purchasing Division

LETTER OF AWARD

September 7, 2022

Ms. Michelle May
The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, Ohio 44316

Re: FY20-079 Truck Tires – Fleet Department
Extension II

Dear Ms. May,

This is to inform you that the contract renewal for FY20-079 was approved by the City Council on September 6, 2022. The term of this contract shall be for a period of one year. This is the second of three extension periods.

Contract Pricing:

Section II Primary Vendor

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

September 7, 2022

Mr. Richard Conwill
Southern Tire Mart
1101A Beltway Parkway
Laredo, Texas 78045

Re: FY20-079 Truck Tires – Fleet Department
Extension II

Dear Mr. Conwill,

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Contract Pricing:

Section I	Primary Vendor
Section II	Secondary Vendor

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Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 09/06/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Ronald W. Miller, Fleet Department Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual contracts FY20-079 for the purchase of truck tires with the following vendors:

a. Section I - Southern Tire Mart, Laredo, Texas in an amount up to $500,000.00 (Primary Vendor);
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c. Southern Tire Mart, Laredo, Texas, in an amount up to $125,000.00 (Secondary Vendor).

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VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 9/7/21.

BACKGROUND

This contract establishes pricing for the purchase of truck tires for the Fleet Department. Due to an industry wide increase on rubber materials cost, Southern Tire Mart is proposing a 14% increase and The Goodyear Tire Company is proposing an 10% increase in pricing. This is the second of three extension periods. All delivery of tires will be made through local dealers.

The term of this contract shall be for a period of one (1) year beginning as of the date

of its execution. The contract may be extended for one, additional one (1) year period. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall 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.

Pricing Summary:

Option I-Truck Tires	Section I	Proposed Increase
Southern Tire Mart	**(Primary Vendor)**	14%
Option II - Truck Tires	Section II	
The Goodyear Tire Co.	**(Primary Vendor)**	10%
Southern Tire Mart**A	**(Secondary Vendor)**	14%

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contract be renewed.

	Fiscal Impact
Fiscal Year:	2022
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	593-2810-533-2072

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY20-079 Bid Tab

FY20-079 Contracts

City of Laredo
Purchasing Division

RENEWAL NOTICE

August 17, 2022

Mr. Richard Conwill
Southern Tire Mart
1101A Beltway Parkway
Laredo, Texas 78045

Re: FY20-079 Truck Tires – Fleet Department
Extension II

Dear Mr. Conwill,

This is to inform you that contract FY20-079 which was approved by the City Council on September 8, 2020 is up for renewal. This is the second of three extension periods.

Contract Pricing:

Section I	Primary Vendor
Section II	Secondary Vendor

If there are any questions regarding this renewal, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Southern Tire Mart

Accept ✓* Reject

Authorized Signature: RBC

Print Name: Richard Conwill Director of Governemnt Sales

Date: 8-24-22

***Southern Tire Mart will agree to a renewal If the City of Laredo accepts the attached price increases. This is due to several price increases (see attached letters) from Bridgestone/ Firestone over the past 12 months.**

City of Laredo Police FY20-079

Truck Tires Fleet Department

Renewal Pricing starts 9/09/2022 expires 9/08/2023

	Article #	Brand	Size	Bid Price	2022-2023 Renewal Price	Change
1	249038	Bridgestone	315/80R22.5	$ 544.00	$ 606.90	$ (62.90)
2	248817	Bridgestone	11R22.5	$ 351.00	$ 369.60	$ (18.60)
3	186318	Bridgestone	11R22.5	$ 457.00	$ 485.10	$ (28.10)
4	248868	Bridgestone	11R24.5	$ 461.00	$ 461.00	$ -
5	186335	Bridgestone	11R24.5	$ 499.00	$ 506.10	$ (7.10)
6	156582	Firestone	11R24.5	$ 320.73	$ 377.62	$ (56.89)
7	157147	Firestone	315/80R22.5	$ 395.00	$ 435.49	$ (40.49)
8	248375	Firestone	11R24.5	$ 365.44	$ 393.59	$ (28.15)
9	281557	Firestone	11R22.5	$ 379.04	$ 412.34	$ (33.30)
10	281565	Firestone	11R24.5	$ 394.00	$ 434.39	$ (40.39)
11	156558	Firestone	11R22.5 560 Plus	$ 308.00	$ 365.00	$ (57.00)

Bridgestone said price adjustments will be made at the article and pattern level.



By
Madeleine Winer
on
January 12, 2022

In response to current market dynamics, Bridgestone will increase prices up to 14% on Bridgestone and Firestone truck and bus radial (TBR), OTR and AG (tires, tracks, tubes) in the U.S. and Canada, effective Feb. 1, 2022.

Adjustments will be made at the article and pattern level. Members of the Bridgestone Commercial Sales teams are contacting customers to provide more detailed information about the changes, the company said.

From: THOMAS M. DUFF
To: storemanagers@stmtires.com
Cc: DAVID TOLBERT; KEVEN HADDOX; MARSHA WEST; CIJI STRINGER; JIM DUFF; JOHN BOYNTON; JANET PRICE
Subject: FW: [EXTERNAL SENDER]Confidential: Price Increase
Date: Monday, August 30, 2021 3:08:38 PM
Attachments: 9.1.21 TBR Dealer Price Increase Customer Letter final.pdf
US TBR Southern Tire Mart Pricing - Oct 2021.xlsx
Importance: High

From: Suglio, Tony <SuglioAnthony@bfusa.com>
Sent: Monday, August 30, 2021 2:49 PM
To: JIM DUFF <Jim.duff@stmtires.com>; THOMAS M. DUFF <thomas.duff@stmtires.com>
Cc: Davis, Bryant <DavisBryant@bfusa.com>; Sutherland, Steve <SutherlandSteve@bfusa.com>; DAVID TOLBERT <David.Tolbert@stmtires.com>; KEVEN HADDOX <Keven.Haddox@stmtires.com>
Subject: [EXTERNAL SENDER]Confidential: Price Increase
Importance: High

Tommy/Jim,
I hope all is well.
This is currently confidential but we wanted to provide advance notice so please keep in house until an official announcement is made. I briefly had a conversation with Keven on this announcement as well.

[redacted]
Additionally, we will be having an increase on Bandag Tread, Cushion, ancillary products that will be effective September 1, 2021. As soon as I have a letter to provide on Bandag I will send.

Some Specifics on the Increases:

- On Bridgestone, we will only be increasing base prices on the following articles **6%:** R213, R284, R283S, and R123.
- [redacted]
- On Bandag, we will be increasing all Tread, Cushion, and Ancillary Products by up to **10%.** I will provide more specifics once available.
- We do also intend on having a price increase on National Account, National Fleet, and Bridgestone Set Retail by up to **10%.**

Attached is the letter that will be sent out once the official announcement is made. I also included the actual TBR pricing for the team to review.
If you would like additional information or would like to discuss, we can set up a call to go through the details and answer any questions.

Thank you,

Bridgestone Americas Inc. is raising prices for the sixth time in 2021.

NASHVILLE – Bridgestone Americas Inc. is increasing prices up to 14% on Bridgestone and Firestone truck and bus radial, off-road and ag (tires, tracks, tubes), in the U.S and Canada, effective Feb. 1.

This marks the sixth price hike the tire maker has announced in 2021.

Bridgestone said the latest price hike is driven by market dynamics.

Adjustments will be made at the article and pattern level, Bridgestone said. Members of the Bridgestone commercial sales teams will contact customers to provide more details about the changes.

Bridgestone also announced price hikes on Jan. 1, by an undisclosed amount; May 1, by up to 8% on Bridgestone- and Firestone-brand passenger and light truck tires and up to 8% on Bridgestone-brand truck and bus radial tires and Bandag retreads in the U.S. (effective in Canada April 1); July 1, up to 8% on select Bridgestone, Firestone and Fuzion passenger and light truck tires; Sept. 1, up to 10% for Bandag products including treads, cushion and ancillary items sold in the U.S. and Canada; and Oct. 1, up to 8% on Bridgestone-, Firestone- and Fuzion-brand passenger and light truck tires, Bridgestone- and Firestone-brand truck and bus tires, Bridgestone- and Firestone-brand off-the-road (OTR) tires; and Firestone agricultural tires and tubes.

Bridgestone also announced earlier this year it was raising prices on Jan. 17, as-yet undisclosed amount on Bridgestone-, Firestone- and Fuzion-brand passenger and light truck replacement tires and Bridgestone motorcycle tires in the U.S. and Canada.

City of Laredo
Purchasing Division

RENEWAL NOTICE

August 17, 2022

Ms. Michelle May
The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, Ohio 44316

Re: FY20-079 Truck Tires – Fleet Department
Extension II

Dear Ms. May,

This is to inform you that contract FY20-079 which was approved by the City Council on September 8, 2020 is up for renewal. This is the second of three extension periods.

Contract Pricing:

Section II Primary Vendor

If there are any questions regarding this renewal, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

The Goodyear Tire & Rubber Company
*** with price increase
Accept detailed below Reject

Authorized Signature:

Print Name: Mr. Chris Campbell; Director CTSC, The Goodyear Tire & Rubber Company

Date: 08/24/2022

	ID	Description	Amount	Operation
***	PCG_756141613:SP	756141613 315/80R225 L G289 WHA TL DX	471.74	Net Price
	PCG_138179737:SP	138179737 11R225 H MARATHON RSA TL	319.40	Net Price
	PCG_138835691:SP	138835691 11R22.5 146/143J H WORKHORSE MSD TL	391.22	Net Price
	PCG_138813737:SP	138813737 11R245 H MARATHON RSA TL	360.61	Net Price
	PCG_138847691:SP	138847691 11R24.5 149/146J H WORKHORSE MSD TL	418.89	Net Price

Start Date: 10-1-2022
End Date: 09-30-2023

U.S. 21-052 Commercial Price Increase September 15, 2021
Program #: 21-052
Status: New
Background:
Date: 8/17/21

Effective September 15, 2021, Goodyear will increase U.S. prices across selected Commercial Products.

The percentage increases will vary by product, reflecting changing market dynamics, higher operational costs, and the value of the Goodyear brands.

These updated prices will take effect with orders placed on or after September 15, 2021.

Additionally, pursuant to NA Order Status Policy 2021-02a, impacted Commercial items on all open orders placed prior to September 15, 2021 will be repriced September 21, 2021 to reflect current pricing as of that date.

Customers may place orders equivalent to their average monthly shipments, calculated on the last twelve months, or one truckload (30,000 lb. minimum), whichever is greater.

Base prices may be obtained and printed from Tire-HQ when available.

U.S. 21-048 Consumer Price Increase September 1, 2021
Program #: 21-048
Status: New
Background:
Date: 8/03/21

Effective September 1, 2021, Goodyear will adjust US prices for Goodyear, Dunlop and Kelly Consumer Tires, ranging up to 8%.

These increases are in response to changing market dynamics in the industry and reflect the strong value of the Goodyear brands.

Pursuant to NA Order Status Policy 2021-02a, impacted Consumer items on all open orders placed prior to September 1, 2021 will be repriced September 8, 2021 to reflect current pricing as of that date.

Customers may place August orders equivalent to their average monthly shipments, calculated on the last twelve months, or one truckload (30,000 lb. minimum), whichever is greater.

Base prices may be obtained and printed from Tire-HQ when available.

U.S. 22-064 Consumer and Commercial Price Increase July 1, 2022
Program #: 22-064
Status: New
Background:
Date: 6/3/2022

Effective July 1, 2022, Goodyear will adjust US base prices for Consumer and Commercial products as outlined below. The percentage changes will vary by product, reflecting changing market dynamics, higher operational costs, and the strong value of the Goodyear brands:

Consumer Tires: **Goodyear and Cooper brand portfolios ranging up to 10%**

Commercial Tires: **Goodyear and Cooper brand portfolios ranging up to 6%**

Consumer and Commercial Service: **up to 10%**

Consumer and Commercial:
New prices will be in effect for orders placed starting 7/1/22. Per Goodyear and Cooper current policies, Consumer and Commercial items on all open orders will be priced at time of shipment.

Customers may place June orders equivalent to their average monthly shipments, calculated on the last three months, or one truckload (30,000 lb. minimum), whichever is greater.

Base prices may be obtained from Tire-HQ or CooperWorld.net as they become available.

U.S. 22-063 Consumer, Commercial and OTR Price Increase January 1, 2022
Program #: 22-063
Status: New
Background:
Date: 12/02/21

Effective January 1, 2022, Goodyear will adjust US base prices for Consumer, Commercial and OTR products as outlined below. The percentage changes will vary by product, reflecting changing market dynamics, higher operational costs, and the strong value of the Goodyear brands:

Consumer Tires: Goodyear, Dunlop and Kelly brands, most ranging up to 12%

Commercial and OTR Tires: Goodyear, Dunlop, Kelly, and American Brands, ranging up to 14%

OTR Retread and Repairs: Goodyear brand up to 8%

Commercial Service : up to 10%

Consumer and Commercial:
New prices will be in effect for orders placed starting 1/1/22. Pursuant to NA Order Status Policy 2022-02, impacted Consumer and Commercial items on all open orders placed prior to January 1, 2022 will be repriced January 7, 2022 to reflect current pricing as of that date.

Customers may place December orders equivalent to their average monthly shipments, calculated on the last twelve months, or one truckload (30,000 lb. minimum), whichever is greater.

OTR:
New prices will be in effect for products shipped starting 1/1/22. OTR orders will be priced at time of shipment. Customers may cancel an OTR order at any time prior to shipment subject to the conditions listed in NA Order Status Policy 2022-02. Customer casings picked up on January 1, 2022 or later and billed on or after January 1, 2022 will be subject to the price increase.

Base prices may be obtained and printed from Tire-HQ when available.

Bridgestone Price Increase for Consumer Replacement Tires

Bridgestone will increase prices up to 10% on non-winter Bridgestone, Firestone, and Fuzion passenger and light truck replacement tires sold in the U.S. and Canada. The new pricing will take effect April 1, 2022 with adjustments at the article and pattern level.

Bridgestone says members of the Bridgestone consumer replacement tire sales team are contacting customers to provide more detailed information about the changes.

City of Laredo
Purchasing Division

LETTER OF AWARD

September 8, 2021

Mr. Richard Conwill
Southern Tire Mart
1101A Beltway Parkway
Laredo, Texas 78045

Re: FY20-079 Truck Tires – Fleet Department
Extension I

Dear Mr. Conwill,

This is to inform you that the contract renewal for FY20-079 was approved by the City Council on September 7, 2021. The term of this contract shall be for a period of one year. This is the first of three extension periods.

Contract Pricing:

Section I	Primary Vendor
Section II	Secondary Vendor

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

September 8, 2021

Ms. Michelle May
The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, Ohio 44316

Re: FY20-079 Truck Tires – Fleet Department
Extension I

Dear Ms. May,

This is to inform you that the contract renewal for FY20-079 was approved by the City Council on September 7, 2021. The term of this contract shall be for a period of one year. This is the first of three extension periods.

Contract Pricing:

Section II Primary Vendor

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council

Meeting Date: 09/07/2021

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Ronald W. Miller, Fleet Department Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual contracts FY20-079 for the purchase of truck tires with the following vendors:

a. Section I - Southern Tire Mart, Laredo, Texas in an amount up to $500,000.00 (Primary Vendor);
b. Section II - The Goodyear Tire & Rubber Company, Akron, Ohio, in an amount up to $150,000.00 (Primary Vendor)
c. Southern Tire Mart, Laredo, Texas, in an amount up to $125,00.00 (Secondary Vendor).

All tires will be secured on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. Due to a industry wide increase on rubber materials cost, Southern Tire Mart is proposing a 1% increase and The Goodyear Tire Company is proposing an 8% increase in pricing. This contract can be renewed two (2) additional one (1) year periods, upon mutual agreement. Funding is available in the Fleet Maintenance Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 9/8/20.

BACKGROUND

This contract establishes pricing for the purchase of truck tires for the Fleet Department. Due to a industry wide increase on rubber materials cost, Southern Tire Mart is proposing a 1% increase and The Goodyear Tire Company is proposing an 8% increase in pricing. This is the first of three extension periods/ All delivery of tires will be made through local dealers.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods.

Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Pricing Summary:

Option I-Truck Tires	Section I	Proposed Increase
Southern Tire Mart	**(Primary Vendor)**	1%
Option II - Truck Tires	Section II	
The Goodyear Tire Co.	**(Primary Vendor)**	8%
Southern Tire Mart**A	**(Secondary Vendor)**	1%

A complete bid tabulation and price increase documentation are attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contract be renewed.

	Fiscal Impact
Fiscal Year:	2021
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	593-2810-533-2072
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY20-079 Bid Tab

Contracts FY20-079

FY20-079 Proposed Price Increases

City of Laredo
Purchasing Division

RENEWAL NOTICE

August 5, 2021

Ms. Michelle May
The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, Ohio 44316

Re: FY20-079 Truck Tires – Fleet Department
Extension I

Dear Ms. May,

This is to inform you that contract FY20-079 which was approved by the City Council on September 8, 2020 is up for renewal. This is the first of three extension periods.

Contract Pricing:

Section II Primary Vendor

If there are any questions regarding this renewal, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

The Goodyear Tire & Rubber Company
new pricing starting on 10-1-2021 - see below
Accept Reject

Authorized Signature: Gerald Payne

Print Name: Gerald F Payne; Director Sales & Operations GCT&SC

Date: 08/17/2021

ID	Description	Prior Price	New Price
PCG_756141613:SP	756141613 315/80R225 L G289 WHA TL	$390	$436.80
PCG_138179737:SP	138179737 11R225 H MARATHON RSA TL	$279	$295.74
PCG_138835691:SP	138835691 11R22.5 146/143J H WORKHORSE MSD TL	$335	$362.24
PCG_138813737:SP	138813737 11R245 H MARATHON RSA TL	$315	$333.90
PCG_138847691:SP	138847691 11R24.5 149/146J H WORKHORSE MSD TL	$355	$387.86

City of Laredo
Purchasing Division

RENEWAL NOTICE

August 5, 2021

Mr. Richard Conwill
Southern Tire Mart
1101A Beltway Parkway
Laredo, Texas 78045

Re: FY20-079 Truck Tires – Fleet Department
Extension I

Dear Mr. Conwill,

This is to inform you that contract FY20-079 which was approved by the City Council on September 8, 2020 is up for renewal. This is the first of three extension periods.

Contract Pricing:

Section I	Primary Vendor
Section II	Secondary Vendor

If there are any questions regarding this renewal, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Southern Tire Mart

Accept X Reject

Authorized Signature: Richard B. Conwill

Print Name: Richard Conwill

Date: 8/17/2021

City of Laredo
Purchasing Division
LETTER OF AWARD

September 9, 2020

Mr. Richard Conwill
Southern Tire Mart
1101A Beltway Parkway
Laredo, Texas 78045

Re: FY20-079 Truck Tires – Fleet Department
Approved by City Council on September 8, 2020

Dear Mr. Conwill,

This is to inform you that contract FY20-079 was approved by the City Council on September 8, 2020. The term of this contract shall be for a period of one year. This contract has three extension periods.

Contract Pricing:

Section I	Primary Vendor
Section II	Secondary Vendor

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@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,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division
LETTER OF AWARD

September 9, 2020

Ms. Michelle May
The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, Ohio 44316

Re: FY20-079 Truck Tires – Fleet Department
Approved by City Council on September 8, 2020

Dear Ms. May,

This is to inform you that contract FY20-079 was approved by the City Council on September 8, 2020. The term of this contract shall be for a period of one year. This contract has three extension periods.

Contract Pricing:

Section II Primary Vendor

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@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,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 09/08/2020
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Ronald W. Miller, Fleet Department Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual contract FY20-079 for the purchase of truck tires with the following bidders:

a. Section I - Southern Tire Mart, Laredo, Texas in an amount up to $500,000.00 (Primary Vendor);
b. Section II - The Goodyear Tire & Rubber Company, Akron, Ohio, in an amount up to $150,000.00 (Primary Vendor)
c. Southern Tire Mart, Laredo, Texas, in an amount up to $125,00.00 (Secondary Vendor).

All tires will be secured on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be renewed three (3) additional one (1) year periods, upon mutual agreement. Funding is available in the Fleet Maintenance Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City of Laredo went out on formal Invitations For Bids and received six (6) bids through Cit-E-Bid for awarding a contract for the purchase of truck tires for the Fleet Department. In evaluating each tire, staff evaluated the tread of each tire and is recommending that Option I be awarded to the low bidder Southern Tire Mart and Option II be awarded to The Goodyear Tire & Rubber Company (Primary Vendor) and Southern Tire Mart (Secondary Vendor). All delivery of tires will be made through local dealers.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year

periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Pricing Summary:

Option I-Truck Tires	Total Section I Cost
Southern Tire Mart	$ 538,210.00 **(Primary Vendor)**
American Tire Distributor	$ 545,188.50
Bluebonnet Resources	$ 557,100.00
Beasley Tire Service	$ 849,997.40
The Goodyear Tire Co.	No Bid
Toro Auto Sales	No Bid
Option II - Truck Tires	Total Section II Cost
Bluebonnet Resources	$141000.00**Incomplete
The Goodyear Tire Co.	$410,650.00 **(Primary Vendor)**
Southern Tire Mart**A	$427,600.00 **(Secondary Vendor)**
Southern Tire Mart**B	$440,540.00
American Tire Distribution	$444,486.80
Beasley Tire Services	$707,416.60
Toro Auto Sales	$741,765.00

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contract be approved.

Fiscal Impact

Fiscal Year:	2020
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	593-2810-533-2072
Change Order: Exceeds 25% Y/N:	

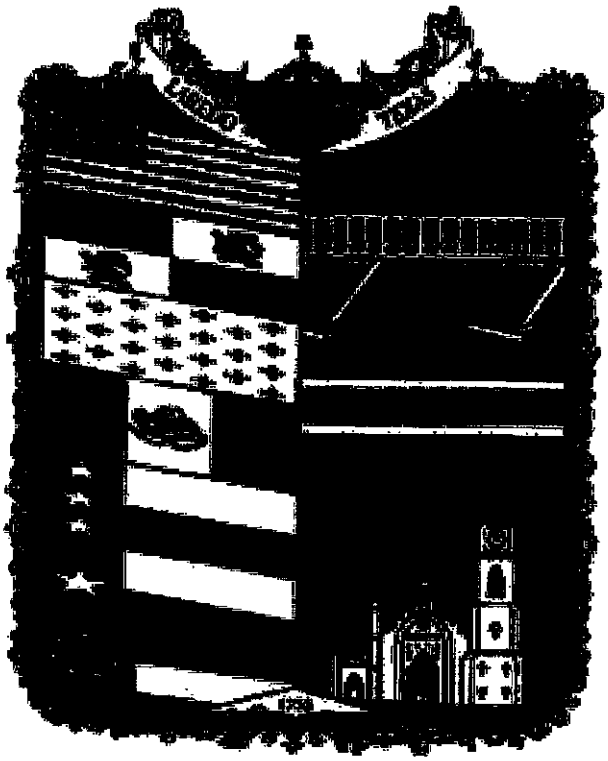
FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY20-079 Bid Tab

FY20-079 Contracts



FY20-079
Southern Tire Mart, LLC
Supplier Response

Event Information

Number:	FY20-079
Title:	FY20-079 Truck Tires - Fleet Department
Type:	Request For Bid
Issue Date:	7/1/2020
Deadline:	7/23/2020 05:00 PM (CT)
Notes:	MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1.Please make sure that the bid is in a sealed envelope marked with

the following:

•Name of Bid

•Name of Company submitting Bid

•Address of Company submitting Bid

1.Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2.If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Southern Tire Mart, LLC Information

Contact: Richard Conwill
Address: 800 Highway 98
Columbia
Columbia, MS 39429
Phone: (877) 786-4681
Email: richard.conwill@stmtires.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Richard Conwill
Signature

Richard.conwill@stmtires.com
Email

Submitted at 7/22/2020 9:17:02 AM

Supplier Note

Bid to be serviced by Southern Tire Mart, LLC 1101A Beltway Pkwy Laredo, TX 78045

Response Attachments

FY20-079 City of Laredo Signed Bid.pdf

Signed bid, 1295, Insurance

Yokohama specs.pdf

Yokohama Tire product sheets

Pages from TBR_Bridgestone_DataBook_2020_v20.1.pdf

Bridgestone/Firestone product sheets

Firestone MT Warranty.pdf

Firestone warranty

Bridgestone MT Warranty.pdf

Bridgestone warranty

Yokohama Tire Corporation.pdf

Yokohama warranty

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)** Southern Tire Mart, LLC

3	**Print Name of person authorized to sign bid**	Richard Conwill
4	**Title**	Director of Government Sales
5	**Business Address**	13501 Regional Drive
6	**City, State, Zip Code**	Laredo, TX 78045
7	**Telephone Number**	(877) 786-4681
8	**Federal Tax ID Number**	06-1689011
9	**Bidders Principal/Corporate Place of Business Address**	800 Highway 98, Columbia, MS 39429
10	**Indicated Status of Business**	Other
11	**If other state business status**	Limited Liability Company
12	**State how long under its present bsuiness name**	17 Years
13	**If applicable, list all other names under which the Business identified above operated in the last five years**	N/A
14	**Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo?**	Yes
15	**Question #1** Has the business, or any officer or partner thereof, failed to complete a contract?	No
16	**Question 2** Is any litigation pending against the Business?	No

17 **Question #3**

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity?

No

18 **Question #4**

If yes to question 3, offeror needs to explain the expected impact both in organizational and directional terms.

N/A

19 **Question #5**

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?

No

20 **Question #6**

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?

No

21 **Question #7**

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?

No

22 **Question #8**

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?

No

23 **Question #9**

Is the Business in arrears in any contract or debt?

No

24 **Question #10**

Has the Business been a defaulter, as a principal, surety, or otherwise?

No

25 **Question #11**

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason?

No

26 **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.

27 **Historically Underutilized Business (HUB)**

No

28 **Small Disadvantaged Business Enterprise (SDBC)**

No

29 **Disadvantaged Business Enterprise (DBE)**

No

30 **Other: Please specify**

N/A

31 **This company is not a certified minority business**

This company is not a certified minority business

32 **Contact Person Email Address**

richard.conwill@stmtires.com

33 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

34 **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.

35 **Question 1. 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**

If you attest there is no conflict of interest, please skip sections 2-8.

I attest there is no coflict of interest

36 **Question 2. Name of person who has a business relationship with local governmental entity**

N/A

37 **Question 3. 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.)

I am filing an update

38 **Question 4. Name of local government officer(s) with whom filer has employment or business relationship.**

This section (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.

N/A

39 **Question 5. Sub-Part A**

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?

No

40 **Question 6. Sub-Part B**

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?

No

41 **Question 7. Sub-Part C**

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?

No

42 **Question 8. Sub-Part D**

D. Describe each employment or business relationship with the local government officer named in this section

N/A

43 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

44 **This is a**

Update to previous submission

46 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Richard B. Conwill

46 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

FY20-079 Truck Tires

47 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Southern Tire Mart, LLC

48 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

N/A

49 **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

50 **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

51 **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

52 **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.

53 **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

54 **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

55 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

56 **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

57	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Richard Conwill, Director of Government Sales, Southern Tire Mart, LLC 07/13/2020
58	**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
59	**Company Information Questionnaire** I have completed this section
60	**Conflict of Interest Questionnaire** I have completed this section
61	**Non-Collusive Affidavit** I have completed and included this form
62	**Discretionary Contracts Disclosure** I have completed this section

63 **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

64 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City

shall not be cause to alter the original contract or for a vendor to requests additional compensation
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS
(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.
(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, 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), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to. CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor

submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This contract will be awarded by sections to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be

immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

I Agree to the Terms and Conditions

65 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.

Okay

Bid Lines

1 Package Header

Section I: Truck Tires (Michelin and Bridgestone) Only brands accepted

Quantity: 1 UOM: PKG Total: $538,210.00

Manufacturer:

Item Notes:

Package Items

1.1 315/80R22.5 20 ply Mixed Service Rib

Quantity: 160 UOM: EA Price: $544.00 Total: $87,040.00

Supplier Notes: Bridgestone M870 #249038

1.2

11 R X 22.5

G- 149 Load Range H 16 ply High Scrub Application

Quantity: 200 UOM: EA Price: $347.00 Total: $69,400.00

Supplier Notes: Bridgestone R268 Ecopia #248817

1.3

11R X 22.5

G177 LUG Mixed Service TLH

16 ply Rating

Quantity: 800 UOM: EA Price: $434.00 Total: $347,200.00

Supplier Notes: Bridgestone L320 #186318

1.4

11R X 24.5

G149 Load Range H 16 ply High Scrub Application

Quantity: 10 UOM: EA Price: $463.00 Total: $4,630.00

Supplier Notes: Bridgestone R268 Ecopia #248868

1.5

11R X 24.5

G177 LUG Mixed Service TLH

16 ply Rating

Quantity: 60 UOM: EA Price: $499.00 Total: $29,940.00

Supplier Notes: Bridgestone L320 #186335

2 Package Header

Section II: Truck Tires (Firestone, Yokohoma, B.F. Goodrich, and Goodyear) Only brands accepted

Quantity: 1 UOM: PKG Total: $427,600.00

Manufacturer:

Item Notes:

Package Items

2.1 315/80R22.5 20 ply Mixed Service Rib

Quantity: 160 UOM: EA Price: $360.00 Total: $57,600.00

Supplier Notes: Yokohama MY627 #120162702

2.2

11 R X 22.5

G- 149 Load Range H 16 ply High Scrub Application

Quantity: 200 UOM: EA Price: $280.00 Total: $56,000.00

Supplier Notes: Yokohama 108R #120110832

2.3

11R X 22.5

G177 LUG Mixed Service TLH

16 ply Rating

Quantity: 800 UOM: EA Price: $360.00 Total: $288,000.00

Supplier Notes: Yokohama LY053 #120105305

2.4

11R X 24.5

G149 Load Range H 16 ply High Scrub Application

Quantity: 10 UOM: EA Price: $290.00 Total: $2,900.00

Supplier Notes: Yokohama 108R #120110834

2.5

11R X 24.5

G177 LUG Mixed Service TLH

16 ply Rating

Quantity: 60 UOM: EA Price: $385.00 Total: $23,100.00

Supplier Notes: Yokohama A1LY053 #120105306

Package Alternate 1

315/80R22.5 20 ply Mixed Service Rib

Quantity: 160 UOM: EA Total: $357.00

Manufacturer: Firestone T819

Manufacturer #: 157147

Package Alternate 2

11 R X 22.5
G- 149 Load Range H 16 ply High Scrub Application

Quantity: 200 UOM: EA Total: $308.00

Manufacturer: Firestoen FS560+

Manufacturer #: 156558

Package Alternate 3

11R X 22.5 G177 LUG Mixed Service TLH
16 ply Rating

Quantity: 800 UOM: EA Total: $369.00

Manufacturer: Firestone T831

Manufacturer #: 281557

Package Alternate 4

11R X 24.5 G149 Load Range H 16 ply High Scrub Application

Quantity: 10 UOM: EA Total: $328.00

Manufacturer: Firestone FS560+

Manufacturer #: 156582

Package Alternate 5

11R X 24.5 G177 LUG Mixed Service TLH 16 ply Rating

Quantity: 60 UOM: EA Total: $389.00

Manufacturer: Firestone T831

Manufacturer #: 281565

Response Total: $965,810.00

Bid to be serviced by
Southern Tire Mart, LLC
13501 Regional Drive
Laredo, TX 78045
956-718-1050 Phone

Alex Pena, Manager
gov-sales@stmtires.com

AAP

CITY OF LAREDO
PURCHASING DIVISION



CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TRUCK TIRES
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 the purchase of truck tires 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 July 23, 2020; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on July 24, 2020.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bids: Truck Tires – Fleet Department
FY20-079

Bids can be downloaded and submitted through Cit-E-Bid:	Hand Delivered:
https://cityoflaredo.ionwave.net/Login.aspx	City of Laredo – City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040

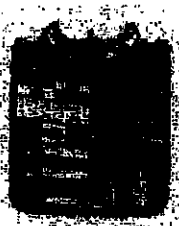
The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with the following:
   - Name of Bid
   - Name of Company submitting Bid
   - Address of Company submitting Bid
2. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.
City Secretary's Office



City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the purchase of truck tires 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.ci.laredo.tx.us or through https://cityoflaredo.ionwave.net/Login.aspx. Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on July 23, 2020 and all bids received will be opened and read publicly on July 24, 2020 at 10:00 AM.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

BID: Truck Tires – Fleet Department
FY20-079

Bids can be downloaded and submitted through Cit-E-Bid:

https://cityoflaredo.ionwave.net/Login.aspx

Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 1st DAY OF JULY 2020.

For: Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(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.

(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, Laredo, Texas 78040.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

(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), or up to ninety (90) 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 calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. 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, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and P.O. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (EFT) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager

956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(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, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Formal Invitation for Bids
Truck Tires

15.0 Scope of Work

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 the purchase of truck tires 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

Fleet Department point of contact: Ron Miller (956) 727-6455 rmiller@ci.laredo.tx.us

15.1 All questions for this bid shall be submitted through Cit-E-Bid or by email no later than, July 10, 2020 to: caldape@ci.laredo.tx.us

16.0 General Conditions:

16.1 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.

16.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

16.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

17.0 Specifications

17.1 Grade

All tires furnished under this bid shall be latest manufactured design. Any materials or parts used in complying With this contract are to be equal to or better than original materials specified.

Tires shall be of class "A" construction or equal. Class "A" tires are those generally recognized in the trade as at least first line, first grade and 100 level and Tire casing retreading life of a grade A.

Consideration will not be given to tires and tubes which are generally considered as less than first line, first grade, 100 level as defined herein.

17.2 Age of Tires

Tires supplied under this bid shall not be more than six (6) months old date from manufacture time to time of delivery to City of Laredo.

17.3 Tire Size, PLY AND MARKINGS

Each tire shall be stamped or branded with:

1. Manufacturer's name, trade name or trademark.
2. Tire size including ply or ply rating.
3. Serial number and the percentage of nylon, steel-belted cord used in the manufacturing process. If other than nylon, steel-belted cord is used, the product shall be shown.
4. Tires bid cannot be speed restricted.

18.0 Quality
All tires supplied under this bid shall be of the latest construction and tread design, of superior quality and workmanship and suitable for the use intended for new tire life and high quality casing for retread program.

19.0 Warranty and Guarantee
Bidder must stipulate or attached to bid the warranty and/ or guarantee for tires. Any warranty or guarantee submitted will be a factor in making the award.
See the attached tire warranties.

20.0 Qualifications of Bidder

20.1 Only those bids from manufactures of their franchised dealers, which have pre-qualified their tires with the City of Laredo Fleet Department, will be accepted.

20.2 Qualified brands are as follow: Section I and Section II

20.3 Section I: Accepted Tire Brands
1. Michelin
2. Bridgestone

20.4 Section II: Accepted Tire Brands
1. Firestone
2. Yokohama
3. B.F. Goodrich
4. Goodyear

21.0 Catalog
Manufacturer's latest catalog and descriptive literature describing all types of tires and tubes the bidder is bidding on must be supplied upon request by the City of Laredo Purchasing Department.

22.0 Purchases
Tires will be purchased on a per-need basis. The City's needs shall govern the amount of tires purchased throughout the contract period. All quantities indicated on this bid document are estimates only. Actual quantities to be purchased may exceed of may be lower than quantities specified.

23.0 Contract Provisions

23.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

23.2 Pickup & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

23.3 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

23.4 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase tires on the open market and charge the contract vendor the price difference.

23.5 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure tires from other sources.

23.6 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.

23.7 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 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.

23.8 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).

23.9 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

24.0 Payment and Invoicing

24.1 All invoices must show purchase order number and invoices should be legible. Payment is deemed to be made on the date the City of Laredo, Accounts Payable Department mails checks. All invoices have a 30-day term from receipt of order.

24.2 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

24.3 If you are considering utilizing commodities not listed as approved, submit sufficient documentation with your bid package for the Fleet Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection.

25.0 Delivery or Pickup

The contractor shall schedule deliveries or pickups Monday through Friday during the delivery hours of 8:00 AM to 5:00 PM; delivery shall be completed by 5:00PM. Any delivery either before or after normal delivery hours must be approved by city personnel.

25.1 Contractor shall furnish a delivery or pickup receipt that must be signed by an authorized city personnel.

26.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections 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.

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.

26.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

27.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.
The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

28.0 Price Adjustment****

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us or cvildape@ci.laredo.tx.us

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.

29.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties
Tab G – Form 1295

30.0 **Tab A – Bidder Information Questionnaire**

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Southern Tire Mart, LLC

Signature of person authorized to sign bid _____ Date 7/22/2020

Print Name of person authorized to sign bid Richard Conwill

Title: Director of Government Sales

Business Address: 13501 Regional Drive

City, State, Zip Code: Laredo, TX 78045

Telephone Number: 877-786-4681 Fax Number: 601-651-0655

Contact Person Email Address: richard.conwill@stmtires.com

Federal Tax ID Number: 06-1689011

Bidders Principal/Corporate Place of Business Address: 800 Highway 98, Columbia, MS 39429

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: X

If other state business status: Limited Liability Company

State how long under its present business name: 17 Years

If applicable, list all other names under which the Business identified above operated in the last five years.

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is officer 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

31.0 Tab B Price Schedule

31.1 Section I: Truck : (Michelin and Bridgestone) Only brands Accepted

Item	Description	QTY	Unit Price	Extended Price	Brand/Number Of Tires Proposed
1	315/80R22.5 20 ply Mixed Service Rib.	160	$544.00	$ 87,040.00	Bridgestone M870 #249038
2	11 R X 22.5 G- 149 Load Range H 16 ply High Scrub Application	200	$347.00	$69,400.00	Bridgestone R268 Ecopia #248817
3	11R X 22.5 G177 LUG Mixed Service TLH 16 ply Rating	800	$434.00	$347,200.00	Bridgestone L320 #186318
4	11R X 24.5 G149 Load Range H 16 ply High Scrub Application	10	$463.00	$ 4,630.00	Bridgestone R268 Ecopia #248868
5	11R X 24.5 G177 LUG Mixed Service TLH 16 ply Rating	60	$499.00	$29,940.00	Bridgestone L320 #186335
			Grand Total	$538,210.00	

Company Name: Southern Tire Mart, LLC

Owner/President Name: Thomas and James Duff

Company Address: 800 Highway 98

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature:

Company Representative's Name: Richard Conwill

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

31.2 Section II: Trunk : (Firestone , Yokohama, B.F. Goodrich and Goodyear) Only brands Accepted

Item	Description	QTY	Unit Price	Extended Price	Brand/Number Of Tires Proposed
1	315/80R22.5 20 ply Mixed Service Rib.	160	$ 360.00	$ 57,600.00	Yokohama MY627 #120162702
2	11 R X 22.5 G- 149 Load Range H 16 ply High Scrub Application	200	$ 280.00	$ 56,000.00	Yokohama 108R #120110832
3	11R X 22.5 G177 LUG Mixed Service TLH 16 ply Rating	800	$ 360.00	$ 288,000.00	Yokohama LY053 #120105305
4	11R X 24.5 G149 Load Range H 16 ply High Scrub Application	10	$ 290.00	$ 2,900.00	Yokohama 108R #120110834
5	11R X 24.5 G177 LUG Mixed Service TLH 16 ply Rating	60	$ 385.00	$ 23,100.00	Yokohama A1LY053 #120105306
			Grand Total	$ 427,600.00	

Company Name: Southern Tire Mart, LLC

Owner/President Name: Thomas and James Duff

Company Address: 800 Highway 98

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature:

Company Representative's Name: Richard Conwill

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

Alternate Firestone

31.2 Section II: Truck : (Firestone , Yokohama, B.F. Goodrich and Goodyear) Only brands Accepted

Item	Description	QTY	Unit Price	Extended Price	Brand/Number Of Tires Proposed
1	315/80R22.5 20 ply Mixed Service Rib.	160	$ 357.00	$ 57,120.00	Firestone T819 #157147
2	11 R X 22.5 G- 149 Load Range H 16 ply High Scrub Application	200	$ 308.00	$ 61,600.00	Firestone FS560+ #156558
3	11R X 22.5 G177 LUG Mixed Service TLH 16 ply Rating	800	$ 369.00	$ 295,200.00	Firestone T831 #281557
4	11R X 24.5 G149 Load Range H 16 ply High Scrub Application	10	$ 328.00	$ 3,280.00	Firestone FS560+ #156582
5	11R X 24.5 G177 LUG Mixed Service TLH 16 ply Rating	60	$ 389.00	$ 23,340.00	Firestone T831 #281565
			Grand Total	$ 440,540.00	

Company Name: Southern Tire Mart, LLC

Owner/President Name: Thomas and James Duff

Company Address: 800 Highway 98

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature:

Company Representative's Name: Richard Conwill

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

32.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City **Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

☑ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Richard Conwill — Name

Signature

7/22/2020 — Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity — Date

33.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS Mississippi
COUNTY OF WEBB Marion

Richard Conwill
Being first duly sworn, deposes and says:

That he/she is Director of Government Sales
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 22 **day of** July **20** 20.

Notary Public

My commission expires:
10/20/2023

ARIELLE AUBREE PRUETT
NOTARY PUBLIC
ID No. 166581
Commission Expires
Oct 20, 2023
STATE OF MISSISSIPPI
MARION COUNTY

34.0 Tab E

[redacted]

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.

[redacted]

Per Section 2-61 of this code, and Section 171 of the City's Ethics Code.
This is a ___ New Submission or ___ Correction or X Update to previous submission.

[redacted]

Name: Richard M. B. Last Cantrill Suffix: Mr.

[redacted]

a) Contract or project name: FY20-079 Truck Tires

b) Originating department: Fleet Department

[redacted]

Southern Tire Mart, LLC

[redacted]

[X] Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
[ ] Names of partner, parent, or subsidiary business entities:

[redacted]

[X] 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:

[redacted]

[X] Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
[ ] List of attorneys, lobbyists, or consultants 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 a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

[X] Not applicable. No campaign or officeholder contributions have been made in 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?

[X] I am not aware of any conflict(s) of interest issues under Section 2.01of the Ethics Code for members of City Council or a city board/commission.

[ ] I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

[X] **No Contact 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 contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City of 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.

CITY OF LAREDO
PURCHASING DIVISION

***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.

Your Name: Richard Conwill Title: Director of Government Sales

Company Name or DBA: Southern Tire Mart, LLC Date: 07/22/2020

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

35.0 Tab F

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

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 10/5/2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-643529

Date Filed:
07/13/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SOUTHERN TIRE MART, LLC
COLUMBIA, MS United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
FY20-079
Truck Tires

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Duff, James	Columbia, MS United States	X	
Duff, Thomas	Columbia, MS United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Richard Conwill, and my date of birth is 9/10/50.

My address is 800 Highway 98 (street), Columbia (city), MS (state), 39429 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Marion County, State of MS, on the 13 day of July (month), 20 20 (year).

Signature of authorized agent of contracting business entity
(Declarant)

36.0 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 July 23, 2020; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on July 24, 2020.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Truck Tires – Fleet Department
FY20-079

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Southern Insurance Group, LLC
416 Summit Road, Suite 5
Columbia MS 39429

CONTACT NAME: Heather Williamson
PHONE (A/C, No, Ext): 601-736-9889 FAX (A/C, No): 601-736-9405
E-MAIL ADDRESS: HWilliamson@sigins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Casualty Company of America	25674
INSURER B: Ace Insurance Company	22273
INSURER C: Liberty Mutual Fire Insurance Company	23035
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Southern Tire Mart, LLC
909 Hwy 98
Columbia MS 39429

EQUITIR-02

COVERAGES CERTIFICATE NUMBER: 625603021 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	TC2JCLIA-6D695730-19	9/1/2019	9/1/2020	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	TC2JCAP-6D695244-19	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR	Y	Y	P-001-000206940-01	9/1/2019	9/1/2020	EACH OCCURRENCE	$ 3,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WA7-68D-448285-029	9/1/2019	9/1/2020	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is Additional Insured on all policies and provided a Waiver of Subrogation on all policies when required by written contract executed prior to a loss. A 30 Day Notice of Cancellation applies except for Non-Payment of premium. Coverages on all liability policies are Primary and Non-Contributory. Contractual Liability coverage is afforded on General Liability policy. Excess Policies are Follow Form in regards to Auto Liability, General Liability, and Employers Liability. Workers Compensation provides Blanket Alternate Employer as allowed by state.

CERTIFICATE HOLDER

City of Laredo
1110 Houston
Laredo TX 780413809
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Heather Williamson

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MY627W™ Spec-2

WASTE/SANITATION VEHICLES

ALL-POSITION

REENGINEERED TOUGHER TO LAST LONGER.

With its extra-rugged casing and specially engineered compound, the MY627W™ Spec-2 is one of the most dependable all-position tires available for waste/sanitation vehicles. Made to defy the rigors of daily use, designed to run cooler and reengineered with an ultra-thick under-tread and wider cap base, the MY627W Spec-2 is one seriously heavy-duty tire.

TOUGH TRACTION AND LONGER WEAR



Rib Block Tread Pattern

Specialized block alignment resists uneven wear and provides additional biting edges for traction in inclement weather and on loose gravel surfaces.



Wide Outside Rib

Resists tears and increases durability, while the extra wide serpentine grooves effectively expel water, significantly improving traction in wet weather conditions.

EXTREME PROTECTION AND MORE RETREADS



Advanced Casing Design

Built to accept a wider retread and run cooler, the MY627W Spec-2 lasts longer under the daily grind of waste service.



Sturdy Sidewall Armor

An extra-thick sidewall rib helps protect against damage from curbing.



Reinforced Bead

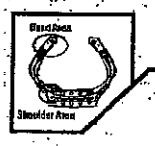
A double nylon chafer insulates the bead from the heat generated by frequent stop-and-go operations. This feature also provides extra protection during mounting and dismounting.

ADVANCED DESIGN



Durable Inner Liner

Our advanced inner liner technology virtually eliminates migration of air through the casing wall, ensuring maximum retreadability.



STEM-2 Technology

StrainEnergy Minimization extends the life of the casing by minimizing harmful flex, which greatly reduces strain on the critical bead and shoulder areas.

IT'S IN OUR DNA.

YOKOHAMA smart solution

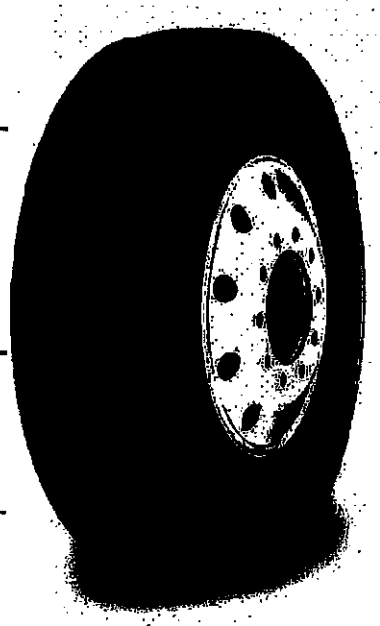
Our innovative business philosophy SmartSolution® is our commitment to meeting the most essential demands of today's fleets: Longevity, Efficiency, Availability and Dependability.

STEM-2

STEM-2 Technology extends the life of the casing by redirecting normally destructive stress forces.

6 years

Industry-leading warranty: 6 years, unlimited retreads.



YOKOHAMA

SIZES AND SPECIFICATIONS

TIRE SIZE	RIM SIZE (INCH)		INFLATED DIMENSIONS		TREAD DEPTH (32ND")	LOADED DIMENSIONS		RPM	MAX LOAD CAPACITY AT COLD INFLATION PRESSURE		MAX SPEED (MPH)
	MEASURE	ALT	OVERALL WIDTH (INCH)	OVERALL DIAMETER (INCH)		SECTION WIDTH (INCH)	STATIC RADIUS (INCH)		LOAD SINGLE	LOAD DUAL	
11R22.5	8.25	7.50	12.9	43.0	22	11.9	19.7	459	12,000 LBS	9,920 LBS	65

Yokohama tires are subject to an ongoing development process. Yokohama Tire Corporation reserves the right to change product specifications at any time without notice or obligation. Not all models and sizes available in all locations.

THE YOKOHAMA DIFFERENCE

When you do business with us, you get more than just a world-class tire engineered by some of the industry's best. You also get a partner committed to delivering efficient products and solutions to help your business run more smoothly and profitably. Our industry-leading support network truly makes Yokohama the SmartSolution.

SMARTSOLUTION CERTIFIED NETWORK

Each of the dealers that make up our expansive nationwide service network is selected and certified to ensure they're ready to provide the solutions you need, fast.

YOKOHAMA EMERGENCY SERVICE (YES)

(800) 282-1570

We offer nationwide emergency service focused on keeping your cargo on the move–24/7/365.

YOKOHAMA IS A SMARTWAY TRANSPORT PARTNER

Working with the SmartWay program, we're committed to accelerating the availability, adoption, and market penetration of advanced, fuel efficient technologies and operational practices–saving you fuel, lowering costs, and reducing adverse impact on the environment

Yokohama Tire Corporation | 800.423.4544 | yokohamatruck.com
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Credit Department: ext. 3977
Consumer Affairs: ext. 2880
Commercial Customer Service Dealer Order Fax: 800.455.9656

108R™

REGIONAL AND
URBAN APPLICATIONS

ALL-POSITION

PROVEN REGIONAL PERFORMANCE.

As your territory expands, you need a regional all-position/steer tire that will give your fleet a competitive edge. After millions of test miles, the new 108R™ has proven to be a top performer in its class. Whether your fleet is involved in extended regional-haul or urban high-scrub applications, the deep tread depth of the 108R will consistently deliver more miles between replacement and more profit to your bottom line.

DESIGNED FOR LONGER SERVICE

Deep Original Tread Depth

At 22/32nds plus a slow wear rate, 108R was engineered to give you more miles before removal.

Five-Rib Tread Design

Designed for a longer, more stable service life while enhancing water dispersion and overall traction on the road.

ENGINEERED EFFICIENCY



Advanced Mixing Technology

An innovative compound engineered through a single stage mixing process creates lower rolling resistance for fuel-efficient operation.

Specially Designed Shoulder

Optimum shape to reduce shoulder ripping and tearing in abrasive applications, effectively lowering your cost per mile.

DURABLE CONSTRUCTION

Premium Casing

Made to be our most resilient ever, including a 16-ply rating offering increased load capacity so you can carry more freight on every trip.

Sidewall Abrasion Guard

Reduces damage to the sidewall caused by accidental curbing and scrubbing in urban applications.

Rock Shield Platforms

Keep stones and debris out of the grooves to protect the casing for longer service life.

IT'S IN OUR DNA.

smart solution

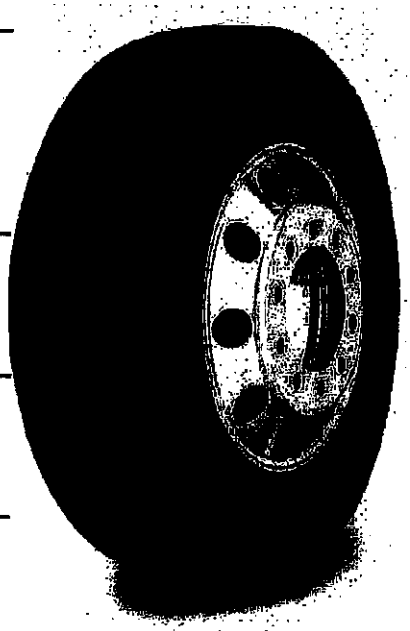
Our innovative business philosophy, SmartSolution,® is our commitment to meeting the most essential demands of today's fleets: Longevity, Efficiency, Availability and Dependability.

STEM 2

STEM-2tech nology extends the life of the casing by redirecting normally destructive stress forces.

SmartWay® Verified

Our 108R is one of many Yokohama tires designed to meet SmartWay's stringent low rolling resistance criteria.



YOKOHAMA

108R+

REGIONAL AND URBAN APPLICATIONS

ALL-POSITION

SIZES AND SPECIFICATIONS

TIRE SIZE	PART NUMBER	LOAD RATING	TIRE WEIGHT (LBS)	RIM SIZE (INCH)		OVERALL DIMENSIONS		TREAD DEPTH (INCH)	LOADED DIMENSIONS		RPM	MAX LOAD CAPACITY AT COLD INFLATION PRESSURE				MAX SPEED (MPH)
				DESIGNATION		OVERALL WIDTH (INCH)	OVERALL DIAMETER (INCH)		SECTION WIDTH (INCH)	DYNAMIC RADIUS (INCH)		LBS@PSI SINGLE	LBS@PSI DUAL	KG@KPA SINGLE	KG@KPA DUAL	
295/75R22.5	10825	14G	115.1	9.00	8.25	11.6	40.3	22	12.6	18.9	517	6175@110	5675@110	2800@760	2575@760	75
295/75R22.5	10831	16H	116.6	9.00	8.25	11.6	40.3	22	12.6	18.9	517	7160@120	6610@120	3250@830	3000@830	75
11R22.5	10826	14G	118.3	8.25	7.50	10.9	41.6	22	12.0	19.4	502	6175@105	5640@105	2800@720	2650@720	75
11R22.5	10832	16H	118.4	8.25	7.50	10.9	41.6	22	12.0	19.4	502	6610@120	6005@120	3000@830	2725@830	75
295/75R24.5	10827	14G	119.2	8.25	8.25	11.1	41.9	22	12.0	19.5	501	6175@110	5675@110	2800@760	2575@760	75
11R24.5	10828	14G	121.7	8.25	7.50	11.0	43.7	22	12.1	20.4	478	6610@105	6005@105	3000@720	2725@720	75
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

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THE YOKOHAMA DIFFERENCE

When you do business with us, you get more than just a world-class tire engineered by some of the industry's best. You also get a partner, committed to delivering efficient products and solutions to help your business run more smoothly and more profitably. Our industry-leading support network truly makes Yokohama the SmartSolution.

SMARTSOLUTION CERTIFIED PROGRAM

Each of the dealers that make up our expansive nationwide service network is selected and certified to ensure they're ready to provide the solutions you need, fast.

YOKOHAMA EMERGENCY SERVICE (YES)

(800) 282-1570

Offering nationwide emergency service we're focused on keeping your cargo on the move–24/7/365.

YOKOHAMA IS A SMARTWAY TRANSPORT PARTNER

Working with the SmartWay program we're committed to accelerating the availability, adoption and market penetration of advanced fuel efficient technologies and operational practices in the freight supply chain helping you save fuel, lower costs and reduce adverse environmental impact.

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YOKOHAMA

LY053

ON-AND-OFF HIGHWAY

DRIVE

AGGRESSIVE TREAD DESIGN TO CONQUER ANY ROUGH SURFACE

As an aggressive, drive-axle radial for off-road use, the LY053™ is ideal for logging, construction or rock and quarry operations, with limited highway use. The LY053™ is an excellent choice for on- and off-road surfaces, designed primarily to deliver excellent tire mileage in applications that require outstanding traction and cutting/chipping resistance.

TREAD THAT KEEPS YOU ROLLING MILE AFTER MILE

Wide tread footprint combined with a 31/32" tread depth ensures excellent tire mileage.

ADVANCED DESIGN ALLOWS FOR HEAT DISPERSION

Thick undertread helps dissipate heat and allows the casing to operate at cooler temperatures.

Steel-Cord Top Belt helps protect against penetration damage and rust while minimizing tread distortion and heat generation.

TECHNOLOGIES FOR GREATER DURABILITY

Aggressive lug design with large blocks at tread center provides excellent traction and braking on rough roads with mud or gravel; self-cleaning for ease of maintenance.

Special tread compound resists fatigue, chipping and scaling in rugged off-road conditions.

IT'S IN OUR DNA.

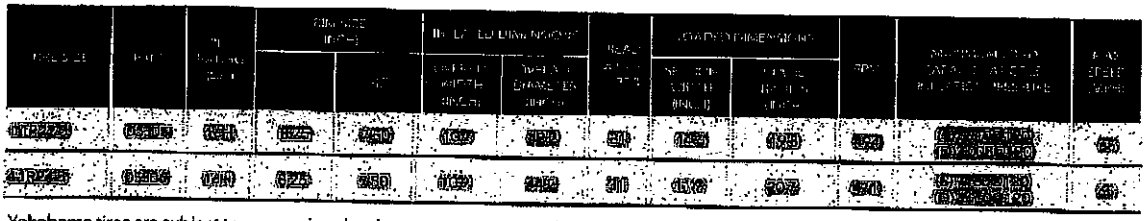
YOKOHAMA smart solution

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YOKOHAMA

SIZES AND SPECIFICATIONS



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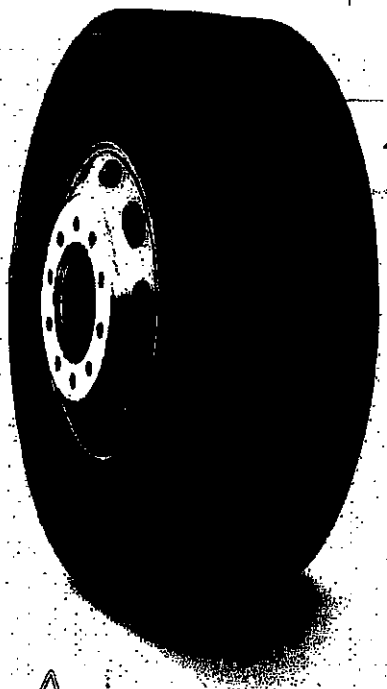
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Commercial Customer Service Dealer Order Fax: 800.455.9656



BRIDGESTONE
Your Journey, Our Passion

M870

High Scrub All-Position Radial

- **Specifically designed and compounded for refuse hauling and other high scrub, short haul applications.**
- **Improved sidewall protector ribs protects the casing from sidewall scrub and punctures - the new Protector Rib is thicker than the M860A for increased protection.**
- **Casing durability is enhanced through sidewall protector ribs designed to fight curbing and abrasion damage, and through center groove stone rejectors to combat stone retention damage.**
- **68-MPH speed rating allows higher sustained speed for on-highway driving.**
- **Innovative cooling fin technology keeps the tire running cool to protect the bead area.**
- **New bead compound compounding increases durability of the bead area, enhancing retreadability.**

The Bridgestone M870 meets 3 Peak Mountain Snow-Flake (3PMSF) criteria for snow traction performance.

Recommended Application:

An all-position tire recommended for steering positions in refuse, high scrub, short haul applications.

Replaces: Goodyear: Endurance WHA
Michelin: XZUS2, XZUS, XZY3

TECHNICAL DATA

	Tire Size	Load Range	Material Number	Weight (lbs.)	Meas. Rim	Overall Diam.	Overall Width	Static Loaded Radius	Overall Width (Loaded)	Revs Per Mile	Tread Depth (32nds)	Max. Tire Load (Single) Kg/kPa	Max. Tire Load (Single) Lbs/PSI	Max. Tire Load (Dual) Kg/kPa	Max. Tire Load (Dual) Lbs/PSI	Max. Speed (MPH)
	M870															
#31.1-1	315/80R22.5	L	249088	198	9.00	42.8	12.8	18.9	14.0	466	25	4535@900	10000@130	4120@800	9090@130	68
	425/65R22.5	L	000312	192	12.25	44.9	16.1	20.7	17.8	463	24	5150@830	11400@120	—	—	68

- All dimensions taken with tire on measuring rim.
- Loaded dimensions and RPM measured at maximum dual load.
- For load and inflation tables see pages 91 through 96.
- For minimum dual spacing and approved rim widths see page 74.
- For ply ratings see table on page 72.

Bridgestone tires and tubes are subject to an ongoing development program. Bridgestone Americas Tire Operations, LLC reserves the right to amend specifications at any time without notice or obligations. Please refer to rim manufacturer's load and inflation limits. Never exceed rim manufacturer's limits without the consent of the component manufacturer.



EPA SmartWay® verified and CARB compliant.

BRIDGESTONE
Your Journey, Our Passion

R268 Ecopia®

Fuel-Efficient All-Position Radial

ECOPIA

- Waved channel design reduces groove bottom strain, combating the initiation and spread of irregular wear.
- Optimized rib distribution uniquely proportioned for added stiffness, which helps reduce irregular wear throughout the footprint.
- Patented NanoPro-Tech™ polymer technology limits energy loss for improved rolling resistance and optimum fuel efficiency.
- Wide, solid shoulder ribs help deliver enhanced resistance to maneuvering scrub and increased tread life.

Recommended Application

Recommended for high traction and high scrub applications in:
Regional Haul Service / Pickup & Delivery Service

Replaces: Goodyear: G662, G661
Michelin: XZE, XZE2, XZE2+, X Multi Energy Z

TECHNICAL DATA

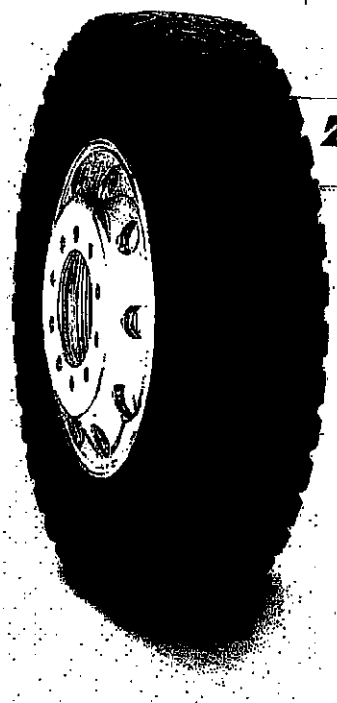
Tire Size	Load Range	Material Number	Weight* (lbs.)	Meas. Rim	Overall Diam.	Overall Width	Static Loaded Radius	Overall Width (Loaded)	Revs Per Mile	Tread Depth (32nds)	Max. Tire Load (Single) Kg/kPa	Max. Tire Load (Single) Lbs/PSI	Max. Tire Load (Dual) Kg/kPa	Max. Tire Load (Dual) Lbs/PSI	Max. Speed (MPH)
R268 Ecopia															
9R22.5	F	000-275	90	6.75	38.4	8.9	18.6	9.8	541	18	2800@720	4540@105	1950@720	4300@105	75
10R22.5	F	000-276	109	7.50	40.2	9.9	18.8	10.9	517	20	2360@690	5205@100	2240@690	4940@100	75
10R22.5	G	000-277	110	7.50	40.2	9.9	18.8	10.9	517	20	2575@750	5675@115	2430@750	5355@115	75
11R22.5	G	248-783	122	8.25	41.5	11.2	19.3	12.3	500	21	2800@720	6175@105	2650@720	5840@105	75
#3L.1-2 11R22.5	H	248-817	122	8.25	41.5	11.2	19.3	12.3	500	21	3000@830	6610@120	2725@830	6005@120	75
12R22.5	H	000-278	139	9.00	42.7	11.6	19.9	12.8	486	21	3350@830	7390@120	3075@830	6780@120	75
11R24.5	G	248-834	136	8.25	43.5	11.2	20.3	12.3	477	21	3000@720	6610@105	2725@720	6005@105	75
#3L.1-4 11R24.5	H	248-858	136	8.25	43.6	11.2	20.3	12.3	477	21	3250@830	7160@120	3000@830	6610@120	75
245/75R22.5	G	000-280	95	7.50	37.4	9.8	17.6	10.6	555	19	2120@760	4675@110	1950@760	4300@110	75
265/75R22.5	G	000-281	97	7.50	38.4	10.2	18.0	11.1	541	21	2360@760	5205@110	2180@760	4805@110	75
285/75R22.5	G	241-552	116	8.25	40.3	11.4	18.8	12.5	515	21	2800@760	6175@110	2575@760	5675@110	75
295/75R22.5	H	002-620	118	8.25	40.3	11.4	18.8	12.5	515	21	3250@830	7160@120	3000@830	6610@120	75
295/80R22.5	H	000-282	138	8.25	41.8	11.7	19.4	12.7	498	21	3550@850	7830@123	3150@850	6940@123	75
285/75R24.5	G	248-749	125	8.25	41.5	11.3	19.5	12.4	501	21	2800@760	6175@110	2575@760	5675@110	75

- All dimensions taken with tire on measuring rim.
- Loaded dimensions and RPM measured at maximum dual load.
- For load and inflation tables see pages 91 through 96.
- For minimum dual spacing and approved rim widths see page 74.
- For ply ratings see table on page 72.

*Estimate, subject to change

- Based on rolling resistance and field mileage tests, Bridgestone Ecopia and Bandag FuelTech are our most fuel-efficient and lowest total cost of ownership tire and retread solution. Combining proprietary low rolling resistance technology with the industry's most retreadable casing, Ecopia and FuelTech can help reduce fuel use and extend tire life for lower costs and greener returns, when compared to other Bridgestone tires.
- BASys® data from over two million Bridgestone, Goodyear and Michelin brand casings recorded between June 2009 and November 2010 prove that Bridgestone had the lowest percentage of tires that could not be retreaded due to conditions relating to casing construction.

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BRIDGESTONE
Your Journey, Our Passion

L320

On/Off-Highway Drive Axle Radial

- **Aggressive lug tread for powerful grip on or off the road.**
- **Deep original tread for long life and outstanding traction.**
- **Special tread compounds help resist cuts, chips, tearing and irregular wear.**
- **65 mph speed rating allows operation at higher sustained speed in on-highway service.**

Recommended Application

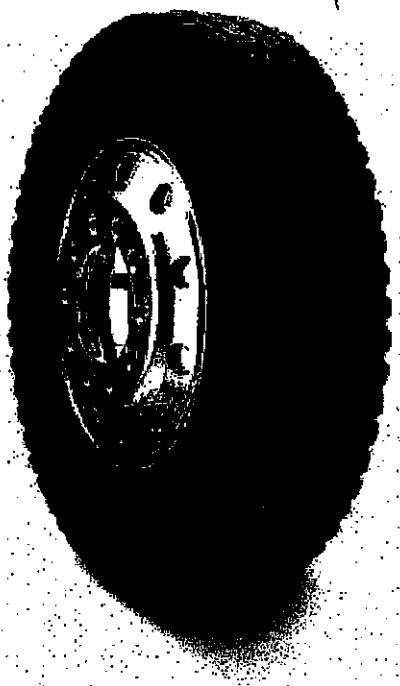
Recommended for drive positions in on/off-highway service.

Replaces: **Goodyear: G177, G282**
Michelin: XDY3, XDY-EX2, XDL

TECHNICAL DATA

	Tire Size	Load Range	Material Number	Weight (lbs.)	Meas. Rim	Overall Diam.	Overall Width	Static Loaded Radius	Overall Width (Loaded)	Revs Per Mile	Tread Depth (32nds)	Max. Tire Load (Single) Kg/kPa	Max. Tire Load (Single) Lbs/PSI	Max. Tire Load (Dual) Kg/kPa	Max. Tire Load (Dual) Lbs/PSI	Max. Speed (MPH)
	L320															
	12.00R24	J	193-373	282	8.50	48.6	12.2	22.5	13.4	427	31	4250@830	9370@120	3875@830	8540@120	65
	11R22.5	G	208-350	143	8.25	42.4	10.8	19.8	11.9	490	31	2800@720	6175@105	2650@720	5840@105	65
#31.1-3	11R22.5	H	196-319	143	8.25	42.4	10.8	19.8	11.9	490	31	3000@830	6610@120	2725@830	6005@120	65
	12R22.5	H	211-819	163	9.00	43.6	11.5	20.3	12.7	476	31	3350@830	7390@120	3075@830	6780@120	65
#31.1-5	11R24.5	H	186-395	156	8.25	44.4	10.9	20.7	11.9	487	31	3250@830	7160@120	3000@830	6610@120	65

- All dimensions taken with tire on measuring rim.
- Loaded dimensions and RPM measured at maximum dual load.
- For load and inflation tables see pages 91 through 96.
- For minimum dual spacing and approved rim widths see page 74.
- For ply ratings see table on page 72.



T819

On/Off-Highway All-Position Tire

- Rugged four-rib design with special groove shape to combat stone retention for long mileage and retreadability.
- Tread compounded and constructed to resist cuts and impacts in on/off-highway service.
- Tread designed with variable-pitch noise treatment to help deliver a quiet ride, and help to improve durability and traction.
- Four steel belts and an all-steel casing ply for durability and improved retread performance.

Recommended Application

An all-position tire designed for steer, drive and trailer positions in on/off-highway service.

Replaces: Hankook: AM06
Yokohama: MY507

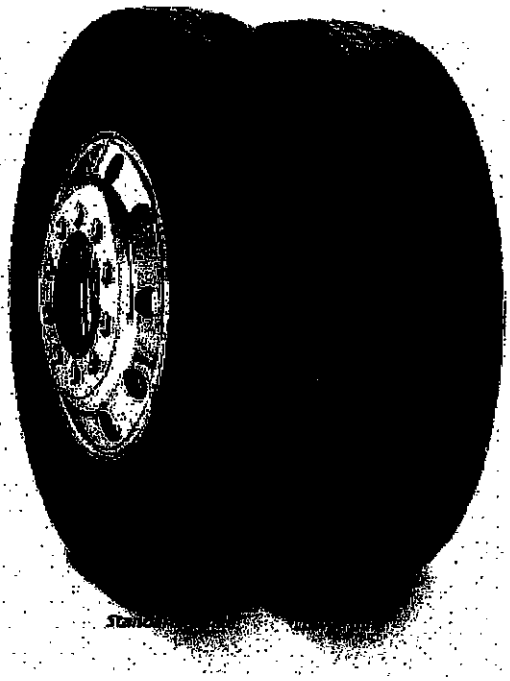
TECHNICAL DATA

Tire Size	Load Range	Article Number	Weight (lbs.)	Meas. Rim	Overall Diam.	Overall Width	Static Loaded Radius	Overall Width (Loaded)	Revs Per Mile	Tread Depth (32)	Max. Tire Load (Single) Kg/kPa	Max. Tire Load (Single) Lbs/PSI	Max. Tire Load (Dual) Kg/kPa	Max. Tire Load (Dual) Lbs/PSI	Max. Speed (MPH)
T819															
11R22.5	H	284-535	125	8.25	41.6	10.7	19.4	11.7	499	20	3000@830	6610@120	2725@830	6005@120	65
12R22.5	H	157-341	139	9.00	42.7	11.6	19.8	12.6	487	20	3350@830	7390@120	3075@830	6780@120	65
11R24.5	H	284-543	131	8.25	43.6	10.7	20.4	11.7	478	20	3250@830	7160@120	3000@830	6610@120	65
12R24.5	H	157-368	148	9.00	44.7	11.3	20.8	12.3	465	20	3550@830	7830@120	3250@830	7160@120	65
#31-2-1 315/80R22.5†	L	157-167	148	9.00	42.7	12.1	19.7	13.1	487	20	4125@900	8090@139	3780@900	8270@130	55

† Requires the use of a 9.00-inch rim to carry over 8,000 lbs.

- All dimensions taken with tire on measuring rim.
- Loaded dimensions and RPM measured at maximum dual load.
- For load and inflation tables see pages 61 through 65.
- For minimum dual spacing and approved rim widths see page 44.
- For ply ratings see table on page 42.

Firestone tires and tubes are subject to an ongoing development program. Bridgestone Americas Tire Operations, LLC retains the right to amend specifications at any time without notice or obligations. Please refer to rim manufacturer's load and inflation limits. Never exceed rim manufacturer's limits without the consent of the component manufacturer.



FS560 PLUS

All-Position Tire

- Wide flow-through grooves and cross-rib sipes help to enhance traction.
- Wider tread spreads load over a larger area, distributing footprint pressure to promote long, smooth wear.
- Protector ribs on both sidewalls help resist cuts, snags, and abrasions from curbing and impacts.

Recommended Application

An all-position tire recommended for steer applications and suitable for spread axle, heavy haul, high-scrub applications in:
Regional Haul Service, Pickup & Delivery Service

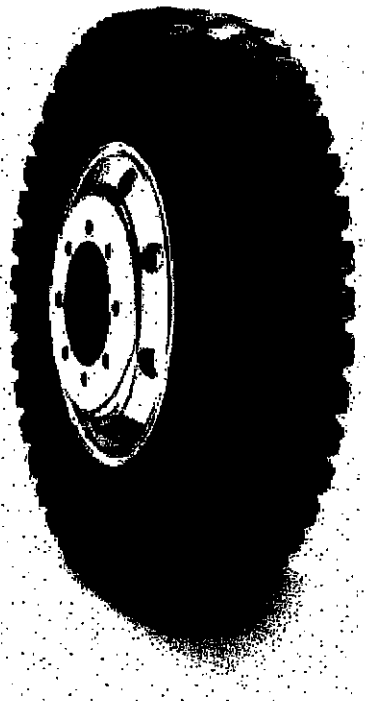
Replaces: Continental: HSR3
Hankook: AH12
Yokohama: 108R, RY023

TECHNICAL DATA

	Tire Size	Load Range	Material Number	Weight (lbs.)	Meas. Rim	Overall Diam.	Overall Width	Static Loaded Radius	Overall Width (Loaded)	Revs Per Mile	Tread Depth (32")	Max. Tire Load (Single) Kg/kPa	Max. Tire Load (Single) Lbs/PSI	Max. Tire Load (Dual) Kg/kPa	Max. Tire Load (Dual) Lbs/PSI	Max. Speed (MPH)
	FS560 PLUS															
	11R22.5	G	156-531	114	8.25	41.9	10.8	19.3	11.6	503	19	2800@710	6175@105	2650@710	5840@105	75
#31.2-2	11R22.5	H	156-558	114	8.25	41.2	10.6	18.3	11.8	503	19	3000@830	6610@120	2725@830	6005@120	75
	11R24.5	G	166-574	122	8.25	43.3	10.7	20.3	11.7	480	19	3000@720	6610@105	2725@720	6005@105	75
#31.2-4	11R24.5	H	158-582	122	8.25	43.3	10.7	20.3	11.7	480	19	3250@830	7160@120	3000@830	6610@120	75
	255/70R22.5	H	192-962	93	8.25	38.7	10.3	17.1	11.3	567	18	2500@830	5510@120	2301@830	5070@120	75
	285/75R22.5	G	156-566	111	8.25	40.3	10.9	18.6	11.8	515	19	2800@760	6175@110	2575@760	5675@110	75
	285/75R24.5	G	156-590	118	8.25	41.5	10.6	19.5	11.9	501	19	2900@780	6175@110	2575@760	5675@110	75

- All dimensions taken with tire on measuring rim.
- Loaded dimensions and RPM measured at maximum dual load.
- For load and inflation tables see pages 61 through 65.
- For minimum dual spacing and approved rim widths see page 44.
- For ply ratings see table on page 42.

Firestone tires and tubes are subject to an ongoing development program. Bridgestone Americas Tire Operations, LLC retains the right to amend specifications at any time without notice or obligations. Please refer to rim manufacturer's load and inflation limits. Never exceed rim manufacturer's limits without the consent of the component manufacturer.



T831

On/Off-Highway Drive Tire

- Aggressive lug pattern for a strong grip.
- Extra-deep tread for long original mileage.
- Specially formulated on/off-highway tread compound helps resist chips, cuts, and tears.
- Stress-relief body ply contour helps to provides durability and retreadability.

Recommended Application

A drive tire recommended for use in on/off-highway service.

Replaces: BFGoodrich: DR675
Hankook: DM04
Yokohama: LY053

TECHNICAL DATA

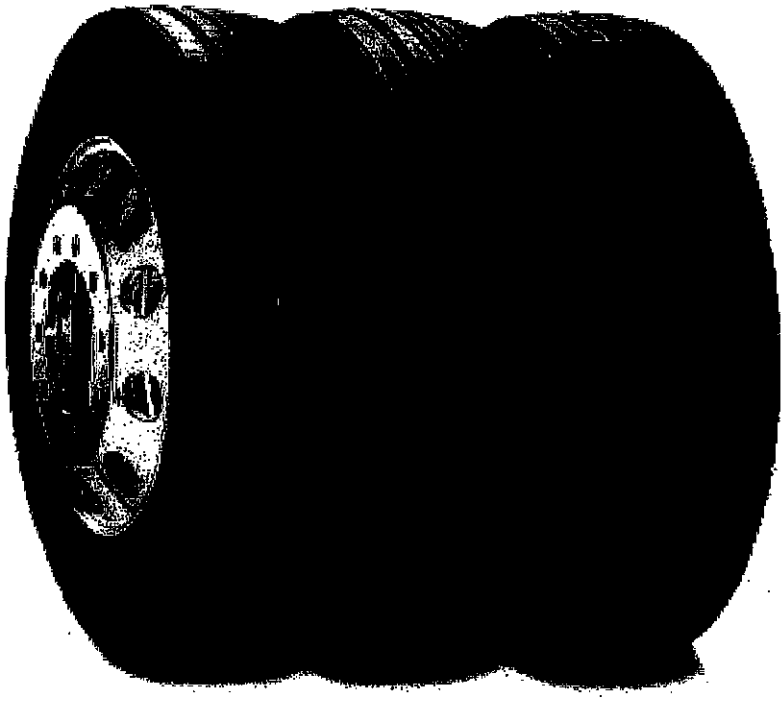
	Tire Size	Load Range	Material Number	Weight (lbs.)	Measu. Rim	Overall Diam.	Overall Width	Static Loaded Radius	Overall Width (Loaded)	Revs Per Mile	Tread Depth (32")	Max. Tire Load (Single) Kg/kPa	Max. Tire Load (Single) Lbs/PSI	Max. Tire Load (Dual) Kg/kPa	Max. Tire Load (Dual) Lbs/PSI	Max. Speed (MPH)
	T831															
#31.2-3	11R22.5	H	281-567	134	8.25	42.4	10.7	19.7	11.9	490	31	3060@830	6610@120	2725@830	6005@120	65
	12R22.5	H	281-581	150	9.00	43.8	11.4	20.2	12.7	476	31	3350@830	7380@120	3075@830	6780@120	55
#31.2-5	11R24.5	H	281-565	142	8.25	44.5	10.7	20.8	11.8	467	31	3260@830	7160@120	3090@830	6810@120	65

- All dimensions taken with tire on measuring rim.
- Loaded dimensions and RPM measured at maximum dual load.
- For load and inflation tables see pages 61 through 65.
- For minimum dual spacing and approved rim widths see page 44.
- For ply ratings see table on page 42.

Firestone tires and tubes are subject to an ongoing development program. Bridgestone Americas Tire Operations, LLC retains the right to amend specifications at any time without notice or obligations. Please refer to rim manufacturer's load and inflation limits. Never exceed rim manufacturer's limits without the consent of the component manufacturer.

Firestone

Truck Tire Limited Warranty & Safety Manual



TRUCK TIRE
LIMITED WARRANTY
& SAFETY MANUAL

FIRESTONE TRUCK TIRES

Congratulations on your purchase of quality FIRESTONE brand truck tires!

To ensure optimum tire performance and reduce the risk of a tire failure, Bridgestone Americas Tire Operations, LLC ("BATO") strongly recommends you read and follow all maintenance and safety information contained in this manual. In addition, we recommend periodic inspection and maintenance, if necessary, by a qualified tire service professional.

LIMITED WARRANTY
FIRESTONE BRAND
TRUCK TIRES

ELIGIBILITY

Firestone Brand Truck Tires purchased after January 1, 2015 and bearing a Department of Transportation (DOT) tire identification serial number 0114 or later, are "Eligible Tires" covered under the terms of this Limited Warranty provided that all of the following apply:

- You are the original owner, or original owner's authorized agent.
- The tire size is specified or recommended for use by the vehicle and rim manufacturers.
- The tire load range and speed rating are equivalent to or greater than that specified or recommended for use by the vehicle manufacturer for the loads anticipated.
- The new tire was approved for sale in the United States, listed in a U.S. price or data book, and purchased from an authorized Firestone brand truck tire retailer.

WHAT IS WARRANTED and FOR HOW LONG

Subject to the terms and conditions stated herein, BATO will repair or replace Eligible Tires that becomes unserviceable within six years from the date of manufacture or before the tread has worn down to 2/32 inch (1.6 mm), being to the top of the built-in indicators in the original tread grooves, whichever first occurs.

WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following:

1. Tire damage due to:
   - **A. Road hazards,** including without limitation, puncture, cut, impact break, stone drill, bruise, bulge, snag, etc.
   - **B. Improper use or operation,** including without limitation, improper inflation pressure, overloading, tire/wheel spinning, curbing, use of an improper rim/wheel, tire chain damage, misuse, misapplication, negligence, tire alteration, or for racing or competition purposes.
   - **C. Insufficient or improper maintenance,** including without limitation: wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, improper brake adjustment, or other vehicle conditions, defects, or characteristics.
   - **D. Contamination or degradation** by petroleum products or other chemicals, fire or other externally generated heat, or water or other material trapped inside the tire during mounting or inflation.
2. Irregular wear, rapid wear, or wear-out; no mileage warranty is expressed or implied.
3. Weather/ozone cracking after four years from date of tire manufacture.
4. Tires subjected to severe under-inflation or run-flat conditions.
5. Tires that have been improperly repaired.
6. Tires rendered unretreadable due to excessive tread wear or improper buffing.
7. Tires improperly retreaded, including without limitation, improper or inadequate inspection, preparation, equipment, material, repair, etc.
8. Ride disturbance or vibration after tread wear use beyond 10% of original usable tread depth.
9. Tires damaged by the use of internally applied additives for balance, sealing, cooling, or any other alleged tire performance enhancement.
10. Tires inflated with anything other than air or nitrogen.
11. Tires purchased or used outside of the United States.
12. The cost of applicable federal, state, and local taxes.
13. Failure to follow any of the safety and maintenance recommendations or warnings contained in this manual.

12 MONTH /10% WEAR- NO-CHARGE REPLACEMENT TIRE

Eligible Tires adjusted under this Limited Warranty during the first 10% of original usable tread depth or within 12 months from date of purchase (without proof of purchase date, then within 12 months from the date of tire manufacture), whichever

occurs first, [illegible] be replaced free of charge (Federal [illegible]cise Tax included). The cost of mounting and balancing and other service charges, disposal fees, or applicable taxes are payable by you.

6 YEAR – WORN ORIGINAL TREAD TIRE PRO-RATED REPLACEMENT

Eligible Tires adjusted under this Limited Warranty that are worn beyond the first 10% of original usable tread depth, or are over 12 months from the date of purchase (without proof of purchase date, then 12 months from the date of tire manufacture), will, at BATO's option, be repaired or replaced with an equivalent new Firestone brand truck tire on a pro rata basis. To determine the pro- rated replacement price, the percent of used tread wear is multiplied by the dealer's current selling price for the replacement tire(s). The cost of mounting, balancing, full Federal Excise Tax, and other service charges, disposal fees, or applicable taxes are payable by you.

ENHANCED CASING CREDIT LIMITED WARRANTY

For coverage under the Enhanced Casing Limited Warranty, the Eligible Tire must have been used only in long haul, regional, P&D highway service for the entire life of the casing and subsequent retread(s) must have been inspected and retreaded by an authorized Bandag dealer only. Subject to the terms and conditions stated herein, an Enhanced Casing Credit Limited Warranty is available for the tire sizes listed below if all the "Eligibility" requirements listed above are met and an eligible pattern, size and load range tire becomes unserviceable within 6.5 years (78 months) from the date of tire manufacture and with no more than three (3) retreads. Eligible Tires adjusted under the Enhanced Casing Credit Limited Warranty will receive a casing credit as follows:

Eligible Patterns: All
Eligible Sizes & Load Ranges: All

Original Tread or Retread Count	Dollar Values (22.5 and 24.5 rim Diameters)	Dollar Values (17.5 and 19.5 rim Diameters)
Original Tread	$100	$60
1st Retread	$80	$40
2nd Retread	$50	$20

REPLACEMENT TIRE WARRANTY

If you receive a replacement tire under this Limited Warranty, it will be covered by the manufacturer's warranty, if any, given on that tire at that time.

WHERE TO

Tire adjustments under this Limited Warranty will only be made at an authorized Firestone brand truck tire retailer in the United States. Consult a phone directory (often listed in the Yellow Pages under "Tire Dealers"), the Internet at www.firestonetrucktires.com, or call 1-800-815-9793 for the location nearest you.

CONSUMER RIGHTS

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

CONDITIONS and EXCLUSIONS

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THIS WARRANTY. BATO specifically excludes any obligation for consequential damages or incidental expenses including claims for loss of use of the vehicle on which the tire was installed, loss of time, inconvenience, or commercial loss. This warranty gives you specific legal rights. You may also have other rights that may vary from state-to-state. Some states do not allow limitations on how long an implied warranty lasts or allow the exclusion or limitation of incidental or consequential damages. The above limitation or exclusion may not apply to you.

This Limited Warranty applies only to consumers actually purchasing and using the tire in the United States.

Obligations under this policy may not be enlarged or altered by anyone.

In accordance with Federal Law, this Limited Warranty has been designated as a "Limited Warranty." Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. This Limited Warranty is given in the United States by Bridgestone Americas Tire Operations, LLC, 535 Marriott Dr., Nashville, TN 37214.

OWNER'S OBLIGATIONS

It is your obligation to maintain proper tire inflation pressures as specified by the vehicle manufacturer and to operate the vehicle within tire/vehicle load capacity and speed limitations. It is also your obligation to maintain proper wheel alignment and tire/wheel assembly balance.

To request an adjustment, you must present the tire to an authorized Firestone brand truck tire retailer. Your vehicle on which the tire was equipped must also be available for inspection. Complete and sign the customer section of the Bridgestone Americas Tire Operations, LLC Limited Warranty Form or an electronic version of the Limited Warranty Form and pay appropriate replacement price, taxes, disposal fees, and service charges, if any. Tires accepted for warranty compensation become the property of Bridgestone Americas Tire Operations, LLC.

ARBITRATION

You and Bridgestone Americas Tire Operations, LLC agree that all claims, disputes, and controversies between you and it, including any of its agents, employees, successors, or assigns, arising out of or in connection with this Truck Tire Limited Warranty, or any other warranties, express or implied, including a failure of warranty and the validity of this arbitration clause, but excluding claims for personal injury or property damage, shall be resolved by binding arbitration between you and it, according to the formal dispute resolution procedures of the National Arbitration Forum, under the Code of Procedure then in effect. This arbitration will be conducted as a document hearing. If you request any procedures beyond a document hearing, you will be responsible for all fees, including filing and administrative fees, above and beyond the fees required for document hearings. The arbitration between you and Bridgestone Americas Tire Operations, LLC shall not include any other customers, be combined or consolidated in any fashion with arbitrations involving other customers, or proceed in any form of class action in which the claims of numerous customers are considered together. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Information may be obtained and claims may be filed at any office of the National Arbitration Forum or at P.O. Box 50191, Minneapolis, MN 55405.

IMPORTANT SAFETY INFORMATION

Any tire, no matter how well constructed, may fail in use as a result of punctures, impact damage, improper inflation pressure, overloading, or other conditions resulting from use or misuse. Tire failure may create a risk of property damage, serious personal injury or death.

SAFETY WARNING

Serious personal injury or death may result from a tire failure. Many tire failures are preceded by vibration, bumps, bulges or irregular wear. If a vibration occurs while driving your vehicle or you notice a bump, bulge or irregular wear, have your tires and vehicle evaluated by a qualified tire service professional.

To reduce the risk of tire failure, Bridgestone Americas Tire Operations, LLC strongly recommends you read and follow all safety information contained in this manual, tire industry publications such as those published by the Rubber Manufacturer's Association (RMA), and tire mounting procedures published by the Occupational Safety and Health Administration (OSHA) of the U. S. Department of Labor. In addition, we recommend periodic inspection and maintenance, if necessary, by a qualified tire service professional.

TIRE INFLATION PRESSURE

Tires need proper inflation pressure to operate effectively and perform as intended. Tires carry the vehicle, passenger, and cargo loads and transmit the braking, acceleration, and turning forces. The vehicle manufacturer recommends the inflation pressures for the tires mounted on your vehicle.

SAFETY WARNING

Driving on tires with improper inflation pressure is dangerous.

- Under-inflation causes excessive tire heat build-up and internal structural damage.
- Over-inflation makes it more likely for tires to be cut, punctured, or broken by sudden impact.

These situations can cause a tire failure, even at a later date, which could lead to serious personal injury or death. Consult the vehicle tire information placard and/or owner's manual for the recommended inflation pressures.

In addition to tire damage, improper inflation pressure may also:

- Adversely affect vehicle ride and handling.
- Reduce tire tread wear.
- Affect fuel economy.

Therefore, follow these important recommendations for tire and vehicle safety, mileage, and economy:

- Always keep the vehicle manufacturer's recommended inflation pressure in all your tires, including inside duals.
- Check their pressure at preventative maintenance intervals and during pre-trip vehicle inspections.

Your vehicle's tire information placard and/or owner's manual will tell you the recommended cold inflation pressure for all your tires. For tractor/trailers, a placard is applied to each. For questions about locating or understanding the tire information placard(s), consult your vehicle owner's manual or ask a qualified tire service professional.

Maximum Pressure Indicated on the Tire Sidewall: This is the maximum permissible inflation pressure for the tire only. The vehicle manufacturer's recommended tire pressures may be lower than, or the same as, the maximum pressure indicated on the tire sidewall. The vehicle manufacturer's specification of tire pressure is limited to your particular vehicle and takes into account your vehicle's load, ride, and handling characteristics, among other criteria. Since there may be several possible vehicle applications for a given tire size, a vehicle manufacturer may choose a different inflation pressure specification for that same size tire on a different vehicle. Therefore, always refer to the inflation pressure specifications on the vehicle tire information placard and/or in your vehicle owner's manual.

Pressure Loss: Truck tires can lose 2 psi (14 kPa) per month under normal conditions and can lose 2 psi (14 kPa) for every 10°F (5.6°C) temperature drop. A puncture, leaking valve, or other damage could also cause inflation pressure loss. If a truck tire loses more than 4 psi (28 kPa) per month, have it checked by a qualified tire service professional.

TIPS FOR SAFE TIRE INFLATION

SAFETY WARNING
Inflating an unsecured tire is dangerous. If it bursts, it could be hurled into the air with explosive force resulting in serious personal injury or death. Never adjust the inflation pressure of a truck tire unless it is placed in a safety cage or is secured to the vehicle or a tire mounting machine. Never stand or lean over the tire or in front of the valve when inflating.

SAFETY WARNING
Never re-inflate a truck tire that has been run at very low inflation pressure (i.e. 80% or less of normal operating pressure) without a complete inspection of the entire tire. Immediately have the tire demounted and inspected by a qualified tire service professional.

- The U.S. Department of Transportation requires a pre-trip vehicle inspection. Pre-trip vehicle inspections and preventative maintenance should include cold-tire inflation pressure checks. Don't forget to check the inflation pressure of inside duals.

- The only correct method for checking inflation pressure is to use an accurate tire inflation pressure gauge. Kicking or thumping a tire will only tell you when a tire is totally flat.
- Check inflation pressure when the tires are "cold." Tires are considered "cold" when the vehicle has been parked for three hours or more, or if the vehicle has been driven less than a mile at moderate speed.
- Never release pressure from a hot tire in order to reach the recommended cold tire inflation pressure. Normal driving causes tires to run hotter and inflation pressure to increase. If you reduce inflation pressure when your tires are hot, you may dangerously under inflate your tires.
- If it is necessary to adjust inflation pressure when your tires are "hot," set their inflation pressure to 10 psi (69 kPa) above the recommended cold inflation pressure. Recheck the inflation pressure when the tires are cold.
- If your tires lose more than 4 psi (28 kPa) per month, the tire, tube (if applicable), valve, or rim/wheel may be damaged. Consult a qualified tire service professional for an inspection.
- A difference of 5 psi (35 kPa) or more between duals is not recommended.
- Use valve caps to keep the valves clear of debris and to help guard against inflation pressure loss.

TIPS FOR SAFE LOADING

SAFETY WARNING

Driving your vehicle in an overloaded condition is dangerous. Overloading causes excessive tire heat build-up and internal structural damage. This can cause a tire failure, even at a later date, which could lead to serious personal injury or death. Consult the vehicle tire information placard, certification label, and owner's manual for the recommended vehicle load limits and loading recommendations.

- Always keep the vehicle manufacturer's recommended inflation pressure in all your tires, including inside duals. Check their pressure at preventative maintenance intervals and during pre-trip vehicle inspections.
- Never exceed the maximum load rating stamped on the sidewall of your tire.
- Never exceed the gross vehicle weight rating (GVWR) or gross axle weight ratings (GAWR) of your vehicle.
- Never exceed the maximum load or inflation pressure capacity of the rim/wheel.
- Consult your vehicle owner's manual for load recommendations and special instructions (such as for carrying unusually heavy loads).

TIRE DAMAGE AND INSPECTION

Evaluation and maintenance of your tires is important to their performance and the service they provide to you. Over time and/or through use, the condition of a tire can change from exposure to everyday road conditions, the environment, damaging events such as punctures, and other external factors.

SAFETY WARNING
Driving on damaged tires is dangerous. A damaged tire can suddenly fail causing serious personal injury or death. Have your tires regularly inspected by a qualified tire service professional.

You should visually inspect your tires during pre-trip vehicle inspections and inflation pressure checks. In addition, have your tires periodically evaluated by a qualifled tire service professional when your vehicle is serviced such as routine maintenance intervals, oil changes, and tire rotations. In particular, note the following tips for spotting tire damage:

- After striking anything unusual in the roadway, have a qualified tire service professional demount the tire and inspect it for damage. A tire may not have visible signs of damage on the tire surface. Yet, the tire may suddenly fail without warning, a day, a week, or even months later.
- Inspect your tires for cuts, cracks, splits or bruises in the tread and sidewall areas. Bumps or bulges may indicate a separation within the tire body. Have your tire inspected by a qualified tire service professional. It may be necessary to have it removed from the rim/wheel for a complete inspection. Do not delay performing any necessary repair(s).
- Inspect your tires for adequate tread depth. When the tire is worn to the built-in indicators at 2/32 inch (1.6 mm) or less tread groove depth, or the tire cord or fabric is exposed, the tire is dangerously worn and must be replaced immediately.
- Federal regulations require steer axle tires to have 4/32 inch (3.2 mm) or greater tread depth on vehicles over 10,000 lbs. (4536 kg) GVWR.
- Inspect your tires for uneven wear. Wear on one side of the tread or flat spots in the tread may indicate a problem with the tire or vehicle. Consult a qualified tire service professional.
- Inspect your rims/wheels also. If you have a bent, chipped, or cracked rim/wheel, it must be replaced.

TIRE MANUFACTURE DATE

The tire manufacture date is determined by examining the DOT tire identification number, also known as the DOT serial number or code, which can be found on at least one sidewall near the rim/wheel. It may be necessary to look on both sides of the tire to find the entire serial code.

Tires Produced Since 2000: The last four (4) digits of the serial code identify the week and year of production. For example, a tire with a serial code ending in "2406" would have been produced in the 24th week of 2006.

Tires Produced Prior to 2000: The last three (3) digits of the serial code identify the week and year of production. For example, a tire with a code ending in "329" would likely have been produced in the 32nd week of 1999, but possibly produced in 1989. If in doubt, consult a qualified tire service professional.

TIRE REPAIRS

SAFETY WARNING

Driving on an improperly repaired tire is dangerous. An improper repair can be unreliable or permit further damage to the tire. The tire may suddenly fail, causing serious personal injury or death. A complete inspection and repair of your tire in accordance with Rubber Manufacturers Association (RMA) procedures should be conducted by a qualified tire service professional.

The comprehensive procedures and recommendations for truck tire repair are beyond the scope of this manual; however, note the following:

- **The tire must be demounted from the rim/wheel for a complete inspection, inside and out.** Some damage to the tire may only be evident on the interior of the tire. Any tire repair done without removing the tire from the rim/wheel is improper.
- **A patch must be applied to the interior of the tire and the puncture hole filled with suitable plug/stem filler.** This helps ensure that the interior of the tire is adequately sealed to prevent inflation pressure loss and prevents contamination of the steel belts and other plies from the elements (such as water) in the outside world. Using only a plug/stem, or using only a patch, is not a safe or proper repair.
- **The truck/bus tire puncture repair injury limit to the tread area is 3/8 inch (10 mm).** Larger injuries, or damage in areas outside the tread, should be evaluated and

repaired, if possible, by qualified tire service professionals at a full-service repair facility using RMA-approved procedures.

- **Never substitute a tube for a proper repair or to remedy an improper repair.**
- **Not all punctured or damaged tires can be properly repaired**; consequently, they must be replaced.
- **Repair and retread, if possible, tires having a tread depth of 2/32 inch (1.6 mm) or less remaining in any tread groove.**
- **Tubes, like tires, should only be repaired by a qualified tire service professional.**
- **Any improper repair voids the tire Limited Warranty.** See "Limited Warranty" in this manual.

REMOVING TIRE/WHEEL ASSEMBLY FROM VEHICLE

SAFETY WARNING

Always follow the manufacturer's recommend procedure for securing and raising your vehicle prior to attempting to remove a tire.

SAFETY WARNING

If the tire has internal damage, it may burst with explosive force, causing serious personal injury or death. Always deflate a tire and wheel assembly completely before loosening any lug nut when removing a tire from a vehicle for service or demounting. On dual wheel assemblies, both tires should be deflated and removed before any work is started.

TIRE MOUNTING AND OTHER SERVICING

SAFETY WARNING

Removing and replacing tires on wheels can be dangerous. Attempting to mount tires with improper tools or procedures may result in a tire explosion causing serious personal injury or death. This is only a job for a qualified tire service professional. Never perform tire service procedures without proper training, tools, and equipment.

This manual is not intended to provide proper training or service procedures for tire mounting, demounting, balancing, rotation, or repair. Please leave these tasks to qualified tire service professionals.

Only specially trained persons should mount tires. For proper mounting procedures, consult the requirements of the Occupational Safety and Health Administration (OSHA) of the U S Department of Labor and procedures published by the Rubber Manufacturers Association, 1400 K Street, NW Washington, D. C. 20005 (www.rma.org).

SAFETY WA. IING

Inflating an unsecured tire is dangerous. If it bursts, it could be hurled into the air with explosive force resulting in serious personal injury or death.

- Always stand well clear of any tire mounting operation. This is especially important when the service operator inflates the tire.
- When inflating a tire after mounting on a rim/wheel, always use a safety cage and an extension hose with pressure gauge and clip-on chuck.
- Never adjust the inflation pressure of a truck tire unless it is placed in a safety cage or is secured to the vehicle or a tire mounting machine.
- Never stand or lean over the tire or in front of the valve when inflating.

SAFETY WARNING

Never pour or spray any flammable substance into or onto a tire or rim/wheel for any purpose whatsoever. The residue left by the substance could result in a fire or explosion which may cause severe injury or death.

SAFETY WARNING

Never put flammable substances such as gasoline or ethyl ether into a tire and light with a match/flame so that the resulting explosion seats the beads of a tubeless tire. This practice is extremely dangerous and may result in a severe explosion or undetected damage to the tire or rim/wheel which may cause a failure resulting in severe injury or death.

- **Tires must match the width and diameter requirements of the wheels.** For example, 22.5 inch diameter tires must only be mounted to 22.5 inch diameter rims/wheels. Radial tires must only be mounted to wheels approved for radial tires.
- **Inspect the tire and rim/wheel.** Rims/wheels must be free of cracks, dents, chips, and rust. Tires must be free of bead damage, cuts, punctures, foreign material, and moisture.
- **For a tubeless truck tire, always install a new valve, or new valve core and cap,** each time a new or retreaded tire is installed.
- **For a tube-type truck tire, always use a new, proper size tube and flap** each time a new or re-treaded tire is installed.
- **Use only vegetable oil-based lubricants in mounting or demounting.**
- **Always ensure rim components fit properly before inflating.**
  - Never tap component parts with a tool/hammer/mallet while tire is inflated.
  - Never attempt to disassemble multi-piece rims while inflated.

- **Never inf[illegible] a tire beyond 40 psi (275 kPa) to [illegible]at the beads.** Be absolutely certain beads are fully seated before adjusting inflation pressure to the level recommended for vehicle operation.
- **Use valve caps** to keep the valves clear of debris and to help guard against inflation pressure loss.
- **Always stand well away from the work area** when tires are being spin-balanced either on or off the vehicle.

TIRE MIXING

SAFETY WARNING
Driving your vehicle with an improper mix of tires is dangerous. Your vehicle's handling characteristics can be seriously affected. You could have an accident resulting in serious personal injury or death. Consult your vehicle owner's manual and a qualified tire service professional for proper tire replacement.

DUAL MATCHING

Tires paired in a dual assembly should be matched in tire construction and dimension. Improperly matched tires may result in irregular wear, rapid wear, and premature tire failure. Failure to match tires in a dual assembly may result in sudden tire destruction.

For radial tires, properly paired dimension tolerances are as follows:
- Diameter: within 1/4 inch (6.4 mm) of each other
- Circumference: within 3/4 inch (19 mm) of each other

HIGH SPEED DRIVING

SAFETY WARNING
Driving at high speed is dangerous and can cause a vehicle accident, including serious personal injury or death.

- Regardless of the speed and handling capabilities of your vehicle and its tires, a loss of vehicle control can result from exceeding the maximum speed allowed by law or warranted by traffic, weather, vehicle, or road conditions.
- High-speed driving should be left to trained professionals operating under controlled conditions.
- No tire, regardless of its design or speed rating, has unlimited capacity for speed, and a sudden tire failure can occur if its limits are exceeded. See "Tire Speed Restrictions," the next section in this manual.

Refer to your vehicle owner's manual for any tire pressure recommendations for high speed driving.

TIRE SPEED RESTRICTIONS

Firestone brand truck tires have maximum recommended speeds. When replacing your tires, check your vehicle owner's manual and tire information placard and consult with a Firestone brand truck tire retailer for recommendations and information about tire speed capability.

The speed capabilities of truck tires are based on standardized laboratory tests under specific, controlled conditions. While these tests may relate to performance on the road, real-world driving is rarely identical to any test conditions. Your tire's actual speed capability may be less since it is affected by factors such as inflation pressure, load, tire condition (including damage), wear, vehicle condition (including alignment), driving conditions, and duration at which the speed is sustained.

TIRE SPINNING

SAFETY WARNING
Spinning a tire to remove a vehicle stuck in mud, ice, snow, or wet grass can be dangerous. A tire spinning at a speedometer reading above 35 mph (55 km/h) can in a matter of seconds reach a speed capable of disintegrating a tire with explosive force. Under some conditions, a tire may be spinning at a speed twice that shown on the speedometer. This could cause serious personal injury or death to a bystander or passenger. Never spin a tire above a speedometer reading of 35 mph (55 km/h).

TIRE STORAGE

Tires should be stored indoors in a cool, dry place where water cannot collect inside them. Tires should be placed away from electric generators/motors and sources of heat such as hot pipes. Storage surfaces should be clean and free of grease, gasoline, diesel fuel, or other substances which can deteriorate the rubber.

SAFETY WARNING
Improper storage can damage your tires in ways that may not be visible and can lead to a failure resulting in serious personal injury or death.

The spare tire in your vehicle is intended to be used as a spare when needed. The spare tire carrier is not intended to be used for long term storage.

TIRE SERVICE AND CUSTOMER SATISFACTION

Normal tire maintenance and Limited Warranty services are available at locations across the U.S.A. Visit us at www.firestonetrucktires.com, or call 1-800-815-9793 to find an authorized Firestone brand truck tire retailer nearest you.

Additional information on the care and service of truck tires is available from the following organizations:

Rubber Manufacturers Association
1400 K Street, N.W.
Washington, DC 20005-2403
www.rma.org

Rubber Association of Canada
2000 Argentia Road, Plaza 4, Suite 250
Mississauga, Ontario L5N 1W1
www.rubberassociation.ca

TIRE REGISTRATION

Registration of your tires is an important safety precaution since it enables the manufacturer to notify you in the event of a recall. When you purchase replacement tires, the retailer will provide a registration card on which the tire identification numbers have been recorded; fill in your name and address on the card and mail it promptly. Some retailers may submit the registration for you. You do not need to register original equipment tires on new vehicles as the vehicle manufacturer handles that for you.

For Assistance or Information

1. First contact the nearest Firestone truck tire Dealer by consulting the yellow pages of your local telephone book.
2. If additional assistance is required, call or write the nearest Firestone Technical Service Center listed below.

FIRESTONE TOLL FREE NUMBER
1-800-356-4644

Bridgestone Americas Tire Operations, LLC
535 Marriott Drive, Nashville, TN 37214
(615) 937-1000

TECHNICAL SERVICE CENTERS

WEST REGION
2500 S. Doubleday
Ontario, CA 91761

CENTRAL REGION
2100 Internationale Pkwy
Woodridge, IL 60517

EAST REGION
201 Bridgestone Pkwy
Lebanon, TN 37090

www.firestonetrucktires.com

Effective January 2015

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BRIDGESTONE

Your Journey, Our Passion

Truck Tire Limited Warranty & Safety Manual



TIRE WARRANTY, MAINTENANCE and SAFETY MANUAL

BRIDGESTONE TRUCK TIRES

Congratulations on your purchase of quality BRIDGESTONE brand truck tires!

To ensure optimum tire performance and reduce the risk of a tire failure, Bridgestone Americas Tire Operations, LLC ("Bridgestone") strongly recommends you read and follow all maintenance and safety information contained in this manual. In addition, we recommend periodic inspection and maintenance, if necessary, by a qualified tire service professional.

LIMITED WARRANTY BRIDGESTONE BRAND TRUCK TIRES

ELIGIBILITY

You are covered under the terms of this Limited Warranty if all of the following apply:

- You are the original owner, or original owner's authorized agent, of any new Bridgestone brand truck tire bearing a Department of Transportation (DOT) tire identification number indicating manufacture after January 1, 2011 (DOT serial 0111 or later). For tires covered prior to this time, please refer to the limited warranty that would have been in effect at the time of original sale.
- The tire was purchased after January 1, 2012.
- The tire size, load range, and speed rating are equivalent to or greater than, that specified or recommended for use by the vehicle manufacturer or Bridgestone.
- The new tire was approved for sale in the United States, listed in a U.S. price or data book, and purchased from an authorized Bridgestone brand truck tire retailer.
- For coverage under the Enhanced Casing Limited Warranty, the eligible tire must have been used only in long haul, regional, P&D highway service for the entire life of the casing and subsequent retread(s) must be inspected and retreaded by an authorized Bandag dealer only.
- For coverage under the "Premium Casing Enhanced Limited Warranty" that was in effect for certain patterns and certain sizes purchased between 11/1/2007 and 1/1/2012, refer to the Bridgestone Truck Tire Limited Warranty that would have been in effect at the time of the original sale.

WHAT IS WA. .IANTED and FOR HOW LONG

Upon examination by Bridgestone, before wearing down to 2/32 inch (1.6 mm) remaining original tread depth (i.e. worn down to the top of the built-in indicators in the original tread grooves) and within six years (seven years for certain tires, see the section entitled "Enhanced Casing Limited Warranty") from the date of tire manufacture, any eligible tire that becomes unusable for any reason (see exclusions in the section entitled "What This Limited Warranty Does Not Cover") within the manufacturer's control will either be repaired or replaced with an equivalent new Bridgestone brand truck tire on the basis set forth in this Limited Warranty.

WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following:

1. Tire damage due to:
   - A. **Road hazards**, including, without limitation: Puncture, cut, impact break, stone drill, bruise, bulge, snag, etc.
   - B. **Improper use or operation,** including, without limitation: Improper inflation pressure, overloading, tire/wheel spinning, curbing, use of an improper rim/wheel, tire chain damage, misuse, misapplication, negligence, tire alteration, or for racing or competition purposes.
   - C. **Insufficient or improper maintenance**, including, without limitation: Wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, improper brake adjustment, or other vehicle conditions, defects, or characteristics.
   - D. **Contamination or degradation** by petroleum products or other chemicals, fire or other externally generated heat, or water or other material trapped inside the tire during mounting or inflation.
2. Irregular wear, rapid wear, or wear-out; no mileage warranty is expressed or implied.
3. Weather/ozone cracking after four years from date of tire manufacture.
4. Tires subjected to severe under-inflation or run-flat conditions.
5. Tires that have been improperly repaired.
6. Tires rendered unretreadable due to excessive tread wear or improper buffing.
7. Tires improperly retreaded, including, without limitation: Improper or inadequate inspection, preparation, equipment, material, repair, etc.
8. Ride disturbance or vibration after tread wear use beyond 10% of original usable tread depth.
9. Tires with internally applied additives for balance, sealing, cooling, or any other alleged tire performance enhancement will not void the Limited Warranty unless an inspection of the tire reveals damage related to the use of the additive.
10. Tires inflated with anything other than air or nitrogen.
11. Tires purchased or used outside of the United States.
12. The cost of applicable federal, state, and local taxes.

13. Failure to follow any of the safety and maintenance recommendations or warnings contained in this manual.

This Limited Warranty is in addition to and/or may be limited by any other applicable written warranty you may have received concerning special tires or situations.

NO-CHARGE REPLACEMENT – NEW TIRE

Bridgestone brand truck tires adjusted under this Limited Warranty will be replaced free of charge (Federal Excise Tax included) up to the first 10% of original usable tread depth or within 12 months from date of purchase (without proof of purchase date, then within 12 months from the date of tire manufacture), whichever occurs first. The cost of mounting and balancing and other service charges, disposal fees, or applicable taxes are payable by you.

PRO-RATED REPLACEMENT – WORN ORIGINAL TREAD TIRE

Bridgestone brand truck tires adjusted under this Limited Warranty that are worn beyond the first 10% of original usable tread depth, or 12 months from the date of purchase (without proof of purchase date, then 12 months from the date of tire manufacture) has passed, the tire will, at Bridgestone's option, be repaired or replaced with an equivalent new Bridgestone brand truck tire on a pro rata basis. To determine the replacement price, the percent of used tread wear is multiplied by the dealer's current selling price for the replacement tire(s). The cost of mounting, balancing, full Federal Excise Tax, and other service charges, disposal fees, or applicable taxes are payable by you.

ENHANCED CASING LIMITED WARRANTY

The Enhanced Casing Limited Warranty will apply if all the "ELIGIBILITY" requirements listed above are met and an eligible pattern, size and load range tire becomes unusable for any reason (see exclusions in the section entitled "What This Limited Warranty Does Not Cover") within the manufacturer's control within seven years from the date of tire manufacture and an unlimited number of retreads, the casing credit will be as follows:

- Eligible Patterns: R287A, R283 Ecopia, R280, R260, R250, M726EL, M720, M710 Ecopia, M770, R195, R197, R197 Ecopia
- Eligible Sizes & Load Ranges: 295/75R22.5, 11R22.5, 255/70R22.5, 285/75R24.5, 11R24.5 (Load Ranges G & H)

Original Tread or Retread Count	Dollar Values
Original Tread	$130
1st Retread	$100
2nd Retread	$75
3rd Retread	$50
4th & Subsequent Retreads	$25

- Eligible Pattern: R250
- Eligible Sizes and Load Ranges: 225/70R19.5, 245/70R19.5, 265/70R19.5 (Load Ranges G & H)

Original Tread or Retread Count	Dollar Values
Original Tread	$100
1st Retread	$75
2nd Retread	$50
3rd Retread	$25
4th & Subsequent Retreads	$25

REPLACEMENT WARRANTY

If you receive a replacement tire under this Limited Warranty, it will be covered by the manufacturer's warranty, if any, given on that tire at that time.

WHERE TO GO

Tire adjustments under this Limited Warranty will only be made at an authorized Bridgestone brand truck tire retailer in the United States. Consult a phone directory (often listed in the Yellow Pages under "Tire Dealers"), the Internet at www.trucktires.com, or call 1-800-815-9793 for the location nearest you.

CONSUMER RIGHTS

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

CONDITIONS and EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and any liability for incidental and consequential damages, loss of time, loss of vehicle use, or inconvenience. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Limited Warranty applies only to consumers actually purchasing and using the tire in the United States.

Obligations under this policy may not be enlarged or altered by anyone.

In accordance with Federal Law, this Limited Warranty has been designated as a "Limited Warranty." Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. This Limited Warranty is given in the United States by Bridgestone Americas Tire Operations, LLC, 535 Marriott Dr., Nashville, TN 37214.

OWNER'S OBLIGATIONS

It is your obligation to maintain proper tire inflation pressures as specified by the vehicle manufacturer and to operate the vehicle within tire/vehicle load capacity and speed limitations. It is also your obligation to maintain proper wheel alignment and tire/wheel assembly balance.

To request an adjustment, you must present the tire to an authorized Bridgestone brand truck tire retailer. Your vehicle on which the tire was equipped must also be available for inspection. Complete and sign the customer section of the Bridgestone Americas Tire Operations, LLC Limited Warranty Form or an electronic version of the Bridgestone Limited Warranty Form and pay appropriate replacement price, taxes, disposal fees, and service charges, if any. Tires accepted for warranty compensation become the property of Bridgestone Americas Tire Operations, LLC.

ARBITRATION

You and Bridgestone Americas Tire Operations, LLC agree that all claims, disputes, and controversies between you and it, including any of its agents, employees, successors, or assigns, arising out of or in connection with this Limited Warranty, or any other warranties, express or implied, including a failure of warranty and the validity of this arbitration clause, but excluding claims for personal injury or property damage, shall be resolved by binding arbitration between you and it, according to the formal dispute resolution procedures of the National Arbitration Forum, under the Code of Procedure then in effect. This arbitration will be conducted as a document hearing. If you request any procedures beyond a document hearing, you will be responsible for all fees, including filing and administrative fees, above and beyond the fees required for document hearings. The arbitration between you and Bridgestone Americas Tire Operations, LLC shall not include any other customers, be combined or consolidated in any fashion with arbitrations involving other customers, or proceed in any form of class action in which the claims of numerous customers are considered together. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Information may be obtained and claims may be filed at any office of the National Arbitration Forum or at P.O. Box 50191, Minneapolis, MN 55405.

IMPORTANT SAFETY INFORMATION

Any tire, no matter how well constructed, may fail in use as a result of punctures, impact damage, improper inflation pressure, overloading, or other conditions resulting from use or misuse. Tire failure may create a risk of property damage, serious personal injury or death.

SAFETY WARNING
Serious personal injury or death may result from a tire failure. Many tire failures are preceded by vibration, bumps, bulges or irregular wear. If a vibration occurs while driving your vehicle or you notice a bump, bulge or irregular wear, have your tires and vehicle evaluated by a qualified tire service professional.

To reduce the risk of tire failure, Bridgestone Americas Tire Operations, LLC strongly recommends you read and follow all safety information contained in this manual, tire industry publications such as those published by the Rubber Manufacturer's Association (RMA), and tire mounting procedures published by the Occupational Safety and Health Administration (OSHA) of the U. S. Department of Labor. In addition, we recommend periodic inspection and maintenance, if necessary, by a qualified tire service professional.

TIRE INFLATION PRESSURE

Tires need proper inflation pressure to operate effectively and perform as intended. Tires carry the vehicle, passenger, and cargo loads and transmit the braking, acceleration, and turning forces. The vehicle manufacturer recommends the inflation pressures for the tires mounted on your vehicle.

SAFETY WARNING
Driving on tires with improper inflation pressure is dangerous.
- Under-inflation causes excessive tire heat build-up and internal structural damage.
- Over-inflation makes it more likely for tires to be cut, punctured, or broken by sudden impact.

These situations can cause a tire failure, even at a later date, which could lead to serious personal injury or death. Consult the vehicle tire information placard and/or owner's manual for the recommended inflation pressures.

In addition to tire damage, improper inflation pressure may also:

- Adversely affect vehicle ride and handling.
- Reduce tire tread wear.
- Affect fuel economy.

Therefore, follow these important recommendations for tire and vehicle safety, mileage, and economy:

- Always keep the vehicle manufacturer's recommended inflation pressure in all your tires, including inside duals.
- Check their pressure at preventative maintenance intervals and during pre-trip vehicle inspections.

Your vehicle's tire information placard and/or owner's manual will tell you the recommended cold inflation pressure for all your tires. For tractor/trailers, a placard is applied to each. For questions about locating or understanding the tire information placard(s), consult your vehicle owner's manual or ask a qualified tire service professional.

Maximum Pressure Indicated on the Tire Sidewall: This is the maximum permissible inflation pressure for the tire only. The vehicle manufacturer's recommended tire pressures may be lower than, or the same as, the maximum pressure indicated on the tire sidewall. The vehicle manufacturer's specification of tire pressure is limited to your particular vehicle and takes into account your vehicle's load, ride, and handling characteristics, among other criteria. Since there may be several possible vehicle applications for a given tire size, a vehicle manufacturer may choose a different inflation pressure specification for that same size tire on a different vehicle. Therefore, always refer to the inflation pressure specifications on the vehicle tire information placard and/or in your vehicle owner's manual.

Pressure Loss: Truck tires can lose 2 psi (14 kPa) per month under normal conditions and can lose 2 psi (14 kPa) for every 10°F (5.6°C) temperature drop. A puncture, leaking valve, or other damage could also cause inflation pressure loss. If a truck tire loses more than 4 psi (28 kPa) per month, have it checked by a qualified tire service professional.

TIPS FOR SAFE TIRE INFLATION

SAFETY WARNING

Inflating an unsecured tire is dangerous. If it bursts, it could be hurled into the air with explosive force resulting in serious personal injury or death. Never adjust the inflation pressure of a truck tire unless it is placed in a safety cage or is secured to the vehicle or a tire mounting machine. Never stand or lean over the tire or in front of the valve when inflating.

SAFETY WARNING

Never re-inflate a truck tire that has been run at very low inflation pressure (i.e. 80% or less of normal operating pressure) without a complete inspection of the entire tire. Immediately have the tire demounted and inspected by a qualified tire service professional.

- The U.S. Department of Transportation requires a pre-trip vehicle inspection. Pre-trip vehicle inspections and preventative maintenance should include cold-tire inflation pressure checks. Don't forget to check the inflation pressure of inside duals.
- The only correct method for checking inflation pressure is to use an accurate tire inflation pressure gauge. Kicking or thumping a tire will only tell you when a tire is totally flat.
- Check inflation pressure when the tires are "cold." Tires are considered "cold" when the vehicle has been parked for three hours or more, or if the vehicle has been driven less than a mile at moderate speed.
- Never release pressure from a hot tire in order to reach the recommended cold tire inflation pressure. Normal driving causes tires to run hotter and inflation pressure to increase. If you reduce inflation pressure when your tires are hot, you may dangerously under inflate your tires.
- If it is necessary to adjust inflation pressure when your tires are "hot," set their inflation pressure to 10 psi (69 kPa) above the recommended cold inflation pressure. Recheck the inflation pressure when the tires are cold.
- If your tires lose more than 4 psi (28 kPa) per month, the tire, tube (if applicable), valve, or rim/wheel may be damaged. Consult a qualified tire service professional for an inspection.
- A difference of 5 psi (35 kPa) or more between duals is not recommended.
- Use valve caps to keep the valves clear of debris and to help guard against inflation pressure loss.

TIPS FOR SAFE LOADING

SAFETY WARNING

Driving your vehicle in an overloaded condition is dangerous. Overloading causes excessive tire heat build-up and internal structural damage. This can cause a tire failure, even at a later date, which could lead to serious personal injury or death. Consult the vehicle tire information placard, certification label, and owner's manual for the recommended vehicle load limits and loading recommendations.

- Always keep the vehicle manufacturer's recommended inflation pressure in all your tires, including inside duals. Check their pressure at preventative maintenance intervals and during pre-trip vehicle inspections.
- Never exceed the maximum load rating stamped on the sidewall of your tire.
- Never exceed the gross vehicle weight rating (GVWR) or gross axle weight ratings (GAWR) of your vehicle.
- Never exceed the maximum load or inflation pressure capacity of the rim/wheel.
- Consult your vehicle owner's manual for load recommendations and special instructions (such as for carrying unusually heavy loads).

TIRE DAMAGE AND INSPECTION

Evaluation and maintenance of your tires is important to their performance and the service they provide to you. Over time and/or through use, the condition of a tire can change from exposure to everyday road conditions, the environment, damaging events such as punctures, and other external factors.

SAFETY WARNING
Driving on damaged tires is dangerous. A damaged tire can suddenly fail causing serious personal injury or death. Have your tires regularly inspected by a qualified tire service professional.

You should visually inspect your tires during pre-trip vehicle inspections and inflation pressure checks. In addition, have your tires periodically evaluated by a qualified tire service professional when your vehicle is serviced such as routine maintenance intervals, oil changes, and tire rotations. In particular, note the following tips for spotting tire damage:

- After striking anything unusual in the roadway, have a qualified tire service professional demount the tire and inspect it for damage. A tire may not have visible signs of damage on the tire surface. Yet, the tire may suddenly fail without warning, a day, a week, or even months later.
- Inspect your tires for cuts, cracks, splits or bruises in the tread and sidewall areas. Bumps or bulges may indicate a separation within the tire body. Have your tire inspected by a qualified tire service professional. It may be necessary to have it removed from the rim/wheel for a complete inspection. Do not delay performing any necessary repair(s).
- Inspect your tires for adequate tread depth. When the tire is worn to the built-in indicators at 2/32 inch (1.6 mm) or less tread groove depth, or the tire cord or fabric is exposed, the tire is dangerously worn and must be replaced immediately.
- Federal regulations require steer axle tires to have 4/32 inch (3.2 mm) or greater tread depth on vehicles over 10,000 lbs (4536 kg) GVWR.
- Inspect your tires for uneven wear. Wear on one side of the tread or flat spots in the tread may indicate a problem with the tire or vehicle. Consult a qualified tire service professional.
- Inspect your rims/wheels also. If you have a bent, chipped, or cracked rim/wheel, it must be replaced.

TIRE MANUFACTURE DATE

The tire manufacture date is determined by examining the DOT tire identification number, also known as the DOT serial number or code, which can be found on at least one sidewall

near the rim/wheel. It may be necessary to look on both sides of the tire to find the entire serial code.

Tires Produced Since 2000: The last four (4) digits of the serial code identify the week and year of production. For example, a tire with a serial code ending in "2406" would have been produced in the 24th week of 2006.

Tires Produced Prior to 2000: The last three (3) digits of the serial code identify the week and year of production. For example, a tire with a code ending in "329" would likely have been produced in the 32nd week of 1999, but possibly produced in 1989. If in doubt, consult a qualified tire service professional.

TIRE REPAIRS

SAFETY WARNING

Driving on an improperly repaired tire is dangerous. An improper repair can be unreliable or permit further damage to the tire. The tire may suddenly fail, causing serious personal injury or death. A complete inspection and repair of your tire in accordance with Rubber Manufacturers Association (RMA) procedures should be conducted by a qualified tire service professional.

The comprehensive procedures and recommendations for truck tire repair are beyond the scope of this manual; however, note the following:

- **The tire must be demounted from the rim/wheel for a complete inspection, inside and out.** Some damage to the tire may only be evident on the interior of the tire. Any tire repair done without removing the tire from the rim/wheel is improper.
- **A patch must be applied to the interior of the tire and the puncture hole filled with suitable plug/stem filler.** This helps ensure that the interior of the tire is adequately sealed to prevent inflation pressure loss and prevents contamination of the steel belts and other plies from the elements (such as water) in the outside world. Using only a plug/stem, or using only a patch, is not a safe or proper repair.
- **The truck/bus tire puncture repair injury limit to the tread area is 3/8 inch (10 mm).** Larger injuries, or damage in areas outside the tread, should be evaluated and repaired, if possible, by qualified tire service professionals at a full-service repair facility using RMA-approved procedures.
- **Never substitute a tube for a proper repair or to remedy an improper repair.**
- **Not all punctured or damaged tires can be properly repaired**; consequently, they must be replaced.

- **Repair ar[illegible]retread, if possible, tires having a [illegible]ad depth of 2/32 inch (1.6 mm) or less remaining in any tread groove.**
- **Tubes, like tires, should only be repaired by a qualified tire service professional.**
- **Any improper repair voids the tire Limited Warranty.** See "Limited Warranty" in this manual.

REMOVING TIRE/WHEEL ASSEMBLY FROM VEHICLE

SAFETY WARNING
Always follow the manufacturer's recommend procedure for securing and raising your vehicle prior to attempting to remove a tire.

SAFETY WARNING
If the tire has internal damage, it may burst with explosive force, causing serious personal injury or death. Always deflate a tire and wheel assembly completely before loosening any lug nut when removing a tire from a vehicle for service or demounting. On dual wheel assemblies, both tires should be deflated and removed before any work is started.

TIRE MOUNTING AND OTHER SERVICING

SAFETY WARNING
Removing and replacing tires on wheels can be dangerous. Attempting to mount tires with improper tools or procedures may result in a tire explosion causing serious personal injury or death. This is only a job for a qualified tire service professional. Never perform tire service procedures without proper training, tools, and equipment.

This manual is not intended to provide proper training or service procedures for tire mounting, demounting, balancing, rotation, or repair. Please leave these tasks to qualified tire service professionals.

Only specially trained persons should mount tires. For proper mounting procedures, consult the requirements of the Occupational Safety and Health Administration (OSHA) of the U S Department of Labor and procedures published by the Rubber Manufacturers Association, 1400 K Street, NW Washington, D. C. 20005 (www.rma.org).

SAFETY WARNING
Inflating an unsecured tire is dangerous. If it bursts, it could be hurled into the air with explosive force resulting in serious personal injury or death.
- Always stand well clear of any tire mounting operation. This is especially important when the service operator inflates the tire.

- When inflating a tire after mounting on a rim/wheel, always use a safety cage and an extension hose with pressure gauge and clip-on chuck.
- Never adjust the inflation pressure of a truck tire unless it is placed in a safety cage or is secured to the vehicle or a tire mounting machine.
- Never stand or lean over the tire or in front of the valve when inflating.

SAFETY WARNING

Never pour or spray any flammable substance into or onto a tire or rim/wheel for any purpose whatsoever. The residue left by the substance could result in a fire or explosion which may cause severe injury or death.

SAFETY WARNING

Never put flammable substances such as gasoline or ethyl ether into a tire and light with a match/flame so that the resulting explosion seats the beads of a tubeless tire. This practice is extremely dangerous and may result in a severe explosion or undetected damage to the tire or rim/wheel which may cause a failure resulting in severe injury or death.

- **Tires must match the width and diameter requirements of the wheels.** For example, 22.5 inch diameter tires must only be mounted to 22.5 inch diameter rims/wheels. Radial tires must only be mounted to wheels approved for radial tires.
- **Inspect the tire and rim/wheel.** Rims/wheels must be free of cracks, dents, chips, and rust. Tires must be free of bead damage, cuts, punctures, foreign material, and moisture.
- **For a tubeless truck tire, always install a new valve, or new valve core and cap,** each time a new or retreaded tire is installed.
- **For a tube-type truck tire, always use a new, proper size tube and flap** each time a new or re-treaded tire is installed.
- **Use only vegetable oil-based lubricants in mounting or demounting.**
- **Always ensure rim components fit properly before inflating.**
  - Never tap component parts with a tool/hammer/mallet while tire is inflated.
  - Never attempt to disassemble multi-piece rims while inflated.
- **Never inflate a tire beyond 40 psi (275 kPa) to seat the beads.** Be absolutely certain beads are fully seated before adjusting inflation pressure to the level recommended for vehicle operation.
- **Use valve caps** to keep the valves clear of debris and to help guard against inflation pressure loss.
- **Always stand well away from the work area** when tires are being spin-balanced either on or off the vehicle.

TIRE MIXING

SAFETY WARNING
Driving your vehicle with an improper mix of tires is dangerous. Your vehicle's handling characteristics can be seriously affected. You could have an accident resulting in serious personal injury or death. Consult your vehicle owner's manual and a qualified tire service professional for proper tire replacement.

DUAL MATCHING

Tires paired in a dual assembly should be matched in tire construction and dimension. Improperly matched tires may result in irregular wear, rapid wear, and premature tire failure. Failure to match tires in a dual assembly may result in sudden tire destruction.

For radial tires, properly paired dimension tolerances are as follows:

- Diameter: within 1/4 inch (6.4 mm) of each other
- Circumference: within 3/4 inch (19 mm) of each other

HIGH SPEED DRIVING

SAFETY WARNING
Driving at high speed is dangerous and can cause a vehicle accident, including serious personal injury or death.

- Regardless of the speed and handling capabilities of your vehicle and its tires, a loss of vehicle control can result from exceeding the maximum speed allowed by law or warranted by traffic, weather, vehicle, or road conditions.
- High-speed driving should be left to trained professionals operating under controlled conditions.
- No tire, regardless of its design or speed rating, has unlimited capacity for speed, and a sudden tire failure can occur if its limits are exceeded. See "Tire Speed Restrictions," the next section in this manual.

Refer to your vehicle owner's manual for any tire pressure recommendations for high speed driving.

TIRE SPEED RESTRICTIONS

Bridgestone brand truck tires have maximum recommended speeds. When replacing your tires, check your vehicle owner's manual and tire information placard and consult with a Bridgestone brand truck tire retailer for recommendations and information about tire speed capability.

The speed capabilities of truck tires are based on standardized laboratory tests under specific, controlled conditions. While these tests may relate to performance on the road, real-world

driving is rare[illegible]dentical to any test conditions. Your [illegible]'s actual speed capability may be less since it is affected by factors such as inflation pressure, load, tire condition (including damage), wear, vehicle condition (including alignment), driving conditions, and duration at which the speed is sustained.

TIRE SPINNING

SAFETY WARNING
Spinning a tire to remove a vehicle stuck in mud, ice, snow, or wet grass can be dangerous. A tire spinning at a speedometer reading above 35 mph (55 km/h) can in a matter of seconds reach a speed capable of disintegrating a tire with explosive force. Under some conditions, a tire may be spinning at a speed twice that shown on the speedometer. This could cause serious personal injury or death to a bystander or passenger. Never spin a tire above a speedometer reading of 35 mph (55 km/h).

TIRE STORAGE

Tires should be stored indoors in a cool, dry place where water cannot collect inside them. Tires should be placed away from electric generators/motors and sources of heat such as hot pipes. Storage surfaces should be clean and free of grease, gasoline, diesel fuel, or other substances which can deteriorate the rubber.

SAFETY WARNING
Improper storage can damage your tires in ways that may not be visible and can lead to a failure resulting in serious personal injury or death.

The spare tire in your vehicle is intended to be used as a spare when needed. The spare tire carrier is not intended to be used for long term storage.

TIRE SERVICE CUSTOMER SATISFACTION

Normal tire maintenance and Limited Warranty services are available at locations across the U.S.A. Visit us at www.trucktires.com, or call 1-800-815-9793 to find an authorized Bridgestone brand truck tire retailer nearest you.

Additional information on the care and service of truck tires is available from the following organizations:

Rubber Manufacturers Association
1400 K Street, N.W.
Washington, DC 20005-2403
www.rma.org

Rubber Association of Canada
2000 Argentia Road, Plaza 4, Suite 250
Mississauga, Ontario L5N 1W1
www.rubberassociation.ca

TIRE REGISTRATION

Registration of your tires is an important safety precaution since it enables the manufacturer to notify you in the event of a recall. When you purchase replacement tires, the retailer will provide a registration card on which the tire identification numbers have been recorded; fill in your name and address on the card and mail it promptly. Some retailers may submit the registration for you. You do not need to register original equipment tires on new vehicles as the vehicle manufacturer handles that for you.

For Assistance or Information

1. First contact the nearest Bridgestone truck tire Dealer by consulting the yellow pages of your local telephone book.
2. If additional assistance is required, call or write the nearest Bridgestone Technical Service Center listed below.

BRIDGESTONE TOLL FREE NUMBER
1-800-847-3272

Bridgestone Americas Tire Operations, LLC
535 Marriott Drive, Nashville, TN 37214
(615) 937-1000

TECHNICAL SERVICE CENTERS

WEST REGION
2500 S. Doubleday
Ontario, CA 91761

CENTRAL REGION
2100 Internationale Pkwy
Woodridge, IL 60517

EAST REGION
201 Bridgestone Pkwy
Lebanon, TN 37090

WWW.TRUCKTIRES.COM

STANDARD LIMITED WARRANTY

FOR REPLACEMENT TRUCK/BUS TIRES

This limited warranty/adjustment policy provides for tire replacement under certain specified conditions. This policy applies to tires displaying warrantable conditions when used in appropriate service as defined in the Yokohama Commercial Sales and Reference Guide. Tires that become unserviceable or wear out because of misapplication, neglect or mistreatment are excluded from Yokohama warranty coverage. The tire size, load range and speed rating must meet or exceed the specification recommended by the vehicle manufacturer.

WARRANTY ELIGIBILITY

This warranty applies to every Yokohama truck/bus tire bearing the Yokohama brand name and complete D.O.T. serial identification number and operated in appropriate service in the United States. Eligible tires must be on the vehicle on which they were originally installed, in conformance with the vehicle manufacturer's recommendations. This warranty applies only to the original tire purchaser, and is not transferrable to any other party. Tires are covered by this warranty for the life of the original usable tread down to the tread depth indicators molded at 2/32" (1.6mm). The tread is worn out when those indicators are at the same level as the worn tread.

WHAT IS NOT WARRANTED

Tires that have become unserviceable for the following reasons:

- Road hazard injuries or damage caused to the tire by obstacles and debris, such as cuts, punctures (whether repairable or not), snags, bruises, tears or impact breaks.
- Improper repairs or repairs that have failed.
- Improper inflation or other maintenance abuses.
- Improper application of tire size and/or specification.
- Mechanical irregularities in the vehicle or wheel, such as bent wheel assemblies, misalignment, worn or faulty components.
- Weather checking/cracking or failures resulting from these conditions on tires purchased more than four years (48 months) prior to a warranty claim. If proof of purchase is not provided, the D.O.T. serial number is used.
- Accident, corrosion, vandalism, fire or damage caused by nature.
- Improper mounting/dismounting procedures or tire/wheel assembly balance.

ADDITIONAL EXCLUSIONS

- Tires submitted for ride disturbance complaints after 2/32" (1.6mm) of treadwear.
- Tires on vehicles registered or operated outside of the United States.
- Tires not sold in the United States by Yokohama Tire Corporation.
- Tires branded by Yokohama to note special classification at time of purchase, such as "NA" (non-adjustable) or tires altered by notching or buffing.
- Improper storage.
- Tires that have had material added after leaving a Yokohama manufacturing plant, such as fillers, sealants, balancing substances or materials of any kind. Additionally, tires that have had external tire treatments which include but are not limited to: tread siping, shaving, carving, regrooving, white sidewall inlay or applying materials or treatments to the tread surface. If the material or treatment is the cause of a failure, vibration, or ride disturbance the tire will not be accepted for warranty, or mileage warranty credit.

WHAT IS WARRANTED

Tires that have become unserviceable for reasons other than stated above will be replaced in accordance with this warranty.

ADJUSTMENT POLICY

NO CHARGE ADJUSTMENT

A Yokohama tire accepted for warranty credit during the first 2/32" (1.6mm) of treadwear due to a ride disturbance complaint only, will be replaced on a no-charge basis. During this wear period, tires will be mounted and balanced free of charge. Federal Excise Tax (FET) will not be collected on a no-charge adjustment. Other service charges, such as tire rotation and wheel alignment are payable by the customer.

PRO-RATED ADJUSTMENT

For all other warrantable conditions, a Yokohama tire will be replaced on a pro-rated basis. The customer will receive credit toward the purchase of the new tire by multiplying the percentage of the tread depth remaining by the dealer's current selling price of the new comparable Yokohama tire at the time of replacement service. The customer pays full Federal Excise Tax (FET) applicable to the comparable new Yokohama tire plus all mounting, balancing and other service charges.

YOKOHAMA'S OBLIGATIONS

Replacements qualifying under the warranty must be made by an authorized Yokohama dealer.

CUSTOMER'S OBLIGATIONS

The customer must present the claim tire to an authorized Yokohama dealer in the United States.

LIMITATIONS AND EXCLUSIONS

All implied warranties, including any warranty of merchantability or fitness for a particular purpose, are expressly limited to the duration of this written warranty. All obligations or liabilities for loss of time, inconvenience, loss of vehicle use or any other incidental or consequential damages are hereby excluded. Some states do not allow limitations on how long an implied warranty lasts, or the exclusions or limitations of incidental or consequential damages, so the above limitations or exclusions may not apply. This warranty gives the customer legal rights that may vary from state to state. The customer is advised to determine those rights for his/her local area and exercise them as required or deemed appropriate.

FOR STEEL-BELTED PASSENGER CAR RADIALS AND LIGHT TRUCK TIRES

In addition to the Standard Limited Warranty coverage, some Yokohama steel-belted radial tires purchased in the continental United States as replacement tires only are warranted for treadwear during a limit of five years (60 months) from the installation date. This warranty excludes Yokohama snow tires, and passenger tires mounted on vans, pickup trucks or any other utility vehicle used in commercial applications, except as provided by specific warranties. Passenger tires installed as original equipment are not covered by this warranty.

ADJUSTMENT POLICY

If within 60 months from the date of mounting, the tire wears down to the treadwear indicator bars 2/32" (1.6mm) and the tire has not delivered the warranted miles of normal passenger car highway use (commercial applications excluded), Yokohama will provide credit for unused service toward the replacement of a new comparable Yokohama steel-belted radial tire. The customer will be charged a percentage of the warranted miles received, multiplied by the dealer's current retail selling price of the tire at the time of adjustment. Other charges for taxes and dealer services of mounting, balancing, rotation and any others are payable by the customer. This time period does not represent the expected service life for tires covered by this warranty.

WARRANTY ELIGIBILITY

For mileage warranties please visit the warranty section of the product page. Eligible tires must be on the vehicle on which they were originally installed, in conformance with the vehicle manufacturer's recommendations. Note: For staggered fitment applications (different tire sizes on front and rear axles), which cannot be rotated, the mileage warranty for the rear tires will be half of the warranty specified in Yokohama literature.* ** This mileage warranty applies to all replacement tires listed, bearing the Yokohama brand name and complete D.O.T. serial number and operated in the United States.

LIMITATIONS AND EXCLUSIONS

All implied warranties, including any warranty of merchantability or fitness for a particular purpose, are expressly limited to the duration of this written warranty. All obligations or liabilities for loss of time, inconvenience, loss of vehicle use or any other incidental or consequential damages are hereby excluded. Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply. This warranty gives the customer legal rights that may vary from state to state. The customer is advised to determine those rights for their local area and exercise them as required or deemed appropriate.

YOKOHAMA'S OBLIGATIONS

Replacements qualifying under the warranty must be made by an authorized Yokohama dealer.

DEALER'S OBLIGATION

To process mileage proration adjustment(s) for the customer, the tire dealer must validate the mileage received on the claim tires(s), versus the mileage warranted and certify this information on the claim form to Yokohama and attach proof of rotation documents to the claim form.

CUSTOMER'S OBLIGATIONS

The customer must present the claim tire to an authorized Yokohama retail tire dealer in the United States. To obtain mileage prorated adjustments, the customer needs to provide proof of original purchase for the claim tires(s) that states the vehicle mileage at the time of the original installation. Additionally, the customer must provide proof that the tires have been rotated every 6,000 to 8,000 miles.

* Effective July 1, 2014 - ADVAN Sport A/S

** Effective for all other Yokohama Tires sold after August 31, 2014

30.0 **Tab A – Bidder Information Questionnaire**

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) The Goodyear Tire & Rubber Company

Signature of person authorized to sign bid _____ Date 7-21-2020

Print Name of person authorized to sign bid Richard J. Bevington

Title: Special Projects Manager

Business Address: 11802 FM 1472 STE B

City, State, Zip Code: Laredo, TX 78045

Telephone Number: 956-237-5705 Fax Number: 956-724-8894

Contact Person Email Address: Cynthia Solis: csolis@goodyear.com

Federal Tax ID Number: 34-0253240

Bidders Principal/Corporate Place of Business Address: 200 Innovation Way, Akron OH 44316

Indicated Status of Business:

Corporation XX Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 1898

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? XXX No

public records only

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

31.2 Section II: Truck : (Firestone , Yokohama, B.F. Goodrich and Goodyear) Only brands Accepted

Item	Description	QTY	Unit Price	Extended Price	Brand/Number Of Tires Proposed
1	315/80R22.5 20 ply Mixed Service Rib.	160	$ 390.00	$ 62,400.00	G289 WHA pro code: 756141613
2	11 R X 22.5 G- 149 Load Range H 16 ply High Scrub Application	200	$ 279.00	$ 55,860.00	Marathon RSA pro code: 138179737
3	11R X 22.5 G177 LUG Mixed Service TLH 16 ply Rating	800	$ 335.00	$ 268,000.00	Workhorse MSD pro code: 138835691
4	11R X 24.5 G149 Load Range H 16 ply High Scrub Application	10	$ 315.00	$ 3,150.00	Marathon RSA pro code 138813737
5	11R X 24.5 G177 LUG Mixed Service TLH 16 ply Rating	60	$ 355.00	$ 21,300.00	Workhorse MSD pro code: 138847691
			Grand Total	$ 410,650.00	

Company Name: The Goodyear Tire & Rubber Company

Owner/President Name: Richard Kramer

Company Address: 200 Innovation Way

City, State, Zip Code: Akron, OH 44316

Company Authorized Representative's Signature: _____

Company Representative's Name: Richard J Bevington

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

[X] HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Richard J Bevington — Name
Signature
7-21-20 — Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 [ ] **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

NONE
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

33.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Richard J Bevington
Being first duly sworn, deposes and says:

That he/she is _____
(a Partner of officer of the firm of, etc.) has delegation of authority

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 21st day of July 2020.

Michelle L May
Notary Public

My commission expires:
06/02/2024

MICHELLE L. MAY
NOTARY PUBLIC, STATE OF OHIO

34.0 **Tab E**

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 1-01 of the City's Ethics Code.
*This is a X New Submission or ___ Correction or ___ Update to previous submission.

First: Richard Mi: Last: Bevington Suffix:

a) Contract or project name: FY 20-079

b) Originating department: Fleet department

The Goodyear Tire & Rubber Company
Goodyear Commercial Tire & Service Centers

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
☒ Names of partner, parent, or subsidiary business entities: Goodyear CT&SC is a wholly owned subsidiary of The Goodyear Tire & Rubber Company

☒ 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:

☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants 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 a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

[x] Not applicable. No campaign or officeholder contributions have been made in 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?

[x] I am not aware of any conflict(s) of interest issues under Section 2.01of the Ethics Code for members of City Council or a city board/commission.

[ ] I am aware of the following conflicts(s) of interest:

***Acknowledgements**

[x] **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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

[x] **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: Richard J Bevington **Title:** Special Projects Manager

Company Name or DBA: The Goodyear Tire & Rubber Company **Date:** 7-21-2020

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

LIMITED WARRANTY

United States & Canada

Unisteel® Radial Light Truck Tires
Unisteel® Radial Medium Truck Tires

WHO IS ELIGIBLE FOR WARRANTY COVERAGE?
You are eligible for the benefits of this limited warranty if you meet all the following criteria:

- You are the owner or authorized agent of the owner of new Goodyear® Unisteel® radial light truck or medium radial truck tires, including mud and snow and on-/off-road tires.
- Your tires bear Department of Transportation (DOT) prescribed tire identification numbers and are not branded "NA" (Not Adjustable).
- Your Goodyear truck tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Goodyear's recommendations.
- Your tires were purchased on or after January 1, 2016.

WHAT IS COVERED AND FOR HOW LONG?

1. FREE TIRE REPLACEMENT – Goodyear truck tires covered by this warranty that become unserviceable due to a covered warranty condition during the first 2/32" (inch) treadwear or 12 months from date of purchase, whichever comes first, will be replaced with a comparable new Goodyear tire without charge. You pay only for the mounting and balancing. (Without proof of purchase, date of manufacture will be used to determine eligibility.)

2. PRORATED TIRE REPLACEMENT - Tires worn beyond the first 2/32" (inch) treadwear that become unserviceable due to a covered warranty condition will be replaced on a prorated basis. You are responsible for mounting, balancing and any additional services you order at the time of adjustment, as well as any taxes and government-mandated charges.

3. TIRES WITH DURASEAL TECHNOLOGY® — SEALANT CREDIT DURING ORIGINAL TREAD* - Failure of the DuraSeal Technology to seal a maximum 1/4" (inch) puncture in the repairable area of the original tread will qualify for a one-time credit during the life of the original tread within four (4) years from the date of the casing DOT serial number or proof of purchase, if available. Sealant credit is based on local currencies in the country where the adjustment takes place, $50.00 for both the U.S. and Canada.

4. TIRES WITH DURASEAL TECHNOLOGY — SEALANT CREDIT DURING FIRST RETREAD* Failure of the DuraSeal Technology to seal a maximum 1/4" (inch) puncture in the repairable area of the tread will qualify for a one-time credit through 100% of the first retread up to four (4) years from the date of the casing DOT serial number or proof of purchase, if available. Sealant credit is based on local currencies in the country where the adjustment takes place, $25.00 for both the U.S. and Canada. All punctures must be repaired at time of retreading for this Limited Warranty to be honored. If a sealant credit was issued during the original tread life, no other requests for credit will be honored.

*All claim forms submitted for sealant credit must be verified by an authorized Goodyear representative.

HOW WILL THE PRORATED CHARGES BE CALCULATED?
The replacement price will be calculated by multiplying the current Goodyear advertised selling price, at the adjustment location, by the percentage of usable original tread that has been worn off at the time of adjustment. You pay for mounting, balancing, an amount equal to the full current Federal Excise Tax (FET – U.S. only) and any other applicable taxes for the comparable new Goodyear replacement tire as well as any government-mandated charges.

EXAMPLE:
If your disabled tire had an original 16/32" (inch) of usable tread depth and is worn to 8/32" (inch) of usable tread remaining, you have used 50% and therefore must pay 50% of the advertised selling price of a comparable tire, plus an amount equal to the full current Federal Excise Tax (U.S. only) applicable to the comparable new replacement tire at the time of adjustment. If the price of the comparable tire is $400.00, the cost to you would be $200.00 plus Federal Excise Tax (U.S. only), mounting, balancing, any other applicable taxes and government-mandated charges.

$$\frac{\text{Amount Of Tread Used}}{\text{Original Tread}} \times \text{Value Of Comparable Tire} = \text{Prorated Price Of New Tire}$$

(Plus FET (U.S. only), other applicable taxes, government-mandated charges and mounting and balancing.)

WHAT IS A COMPARABLE TIRE?
A "comparable" new Goodyear tire may be either the same line of tire or, in the event that the same tire is not available, a tire of the same basic construction and quality with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you.

Any replacement tire provided pursuant to this warranty will be covered by the Goodyear warranty in effect at the time of replacement.

WHAT IS NOT COVERED UNDER THIS LIMITED WARRANTY?

- Wear conditions or tire damage due to road hazards (including punctures, cuts, snags, impact breaks, etc.), Wreck, collision, or fire, Fast wear, irregular wear, heel and toe wear or other wear conditions.
- Improper inflation, overloading, high-speed spinup, misapplication, misuse, negligence, racing, chain damage, or improper mounting or demounting.
- Mechanical condition of the vehicle.
- Chip/chunk conditions on tires intended for highway service.
- Ride disturbance after the first 2/32" (inch) treadwear or due to damaged wheels or any vehicle condition.
- Any tire intentionally altered after leaving a factory producing Goodyear tires to change its appearance (example: white inlay on a black tire).
- Tires with weather cracking which were purchased more than four (4) years prior to presentation for adjustment. If you have no proof of purchase date, tires manufactured four (4) or more years prior to presentation are not covered.
- Material added to a tire after leaving a factory producing Goodyear tires (examples: tire fillers, sealants or balancing substances). If the added material is the cause of the tire being removed from service, the tire will not be adjusted.
- Any Goodyear Commercial truck tire with the word "Mileage" on the sidewall.
- Tires removed from service due to improper repairs.
- Loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage.

Note: Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This limited warranty is applicable only in the U.S. and Canada.

WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

Goodyear® Premium Casings	
G305® AT LHD™ Fuel Max®	G505D™ Fuel Max™
G316® LHT™ DuraSeal + Fuel Max™	G572 LHD Fuel Max
G316™ LHT™ Fuel Max®	G572 LHD™ Fuel Max®
G389® LHS™ Fuel Max®	G572® LHD Fuel Max
G389® LHS Fuel Max	G662® RSA™ Fuel Max®
Fuel Max™ LHS™	Fuel Max™ LHD G505D™
Fuel Max™ LHT™	Fuel Max™ RSA

Goodyear premium casings in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered conditions through the first retread for a period of seven (7) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, these premium casings will be warranted for covered conditions for an unlimited number of retreads for a period of seven (7) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing credit is based on local currencies in the country where the adjustment takes place. Casing allowances are $130.00 for tires with original tread and $100.00 after retreading in both the U.S. and Canada.

WHAT IS THE MARATHON LONG HAUL RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

Any Goodyear Marathon LHS, Marathon LHD & Marathon LHT casings in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered conditions through the first retread for a period of six (6) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, these mid-tier casings will be warranted for covered conditions for an unlimited number of retreads for a period of six (6) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing credit is based on local currencies in the country where the adjustment takes place. Casing allowances are $100.00 in both the U.S. and Canada.

WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

All other Goodyear Unisteel® radial light truck or radial medium truck tires will be warranted for covered conditions through the first retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, except G392 SSD™ DuraSeal + Fuel Max™, G392A SSD DuraSeal + Fuel Max and G394 SSI® DuraSeal + Fuel Max™ (see paragraph below), casings will be warranted for covered conditions for an unlimited number of retreads for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded, all G392 SSD DuraSeal + Fuel Max, G392A SSD DuraSeal + Fuel Max, and G394 SSI DuraSeal + Fuel Max will be warranted for covered conditions for one retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing values are based on the predetermined casing value at the time of adjustment. See your servicing Dealer for these values.

HOW DO YOU KNOW WHEN YOUR TIRES WERE MANUFACTURED?

Tires with a DOT number ending with 0909 or greater were manufactured after 03/01/2009 (0909 refers to the 1st week of March 2009). These tires are covered under the provisions of this warranty coverage.

WHEN DOES THE WARRANTY END?

Premium Radial Medium Truck tires have delivered the full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible or seven (7) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

Marathon LHS, Marathon LHD & Marathon LHT Radial Medium Truck tires have delivered their full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible, or six (6) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE MARATHON LONG HAUL RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

All other Goodyear Unisteel radial light truck or radial medium truck tires have delivered the full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible or four (4) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

HOW DO YOU OBTAIN AN ADJUSTMENT?

A. You must present the tire to be adjusted to an authorized Goodyear Commercial Tire Retailer. Please consult your telephone directory or visit www.goodyeartrucktires.com for locations. Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.

B. You must pay for taxes or any additional services you order at the time of adjustment.

C. No claim will be recognized unless submitted on a Goodyear claim form (supplied by a Goodyear Commercial Tire Retailer) that is completely filled out and signed by you, the owner of the tire presented for adjustment, or your authorized agent.

WHAT ARE YOUR LEGAL RIGHTS?

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Note: No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear except as stated herein. Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

SERIOUS INJURY, DEATH OR PROPERTY DAMAGE MAY RESULT FROM:

- TIRE FAILURE DUE TO UNDERINFLATION/OVERLOADING/MISAPPLICATION. Follow the vehicle owner's manual or tire placard in the vehicle.
- TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE. Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- TIRE FAILURE DUE TO IMPROPER REPAIRS. See Rubber Manufacturers Association (RMA) established repair procedures at www.rma.org, and/or go to www.goodyear.com for information on proper repair procedures.
- EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING. Only specially trained persons should mount tires. When mounting tires, use a safety cage and a clip-on extension air hose to inflate.
- FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.
- FAILURE TO INFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.
- TIRE SPINNING. On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (56 kph), as indicated on the speedometer.
- EXCESSIVE WHEEL SPINNING. This can also result in tire disintegration or axle failure.

FOR SERVICE ASSISTANCE OR INFORMATION:

1. First contact the nearest Authorized Goodyear Commercial Tire Retailer.
2. If additional assistance is required:
   - In the U.S., write to —
     Goodyear Customer Assistance Center
     Department 728
     200 Innovation Way
     Akron, OH 44316
   - In Canada, write to —
     Goodyear Customer Assistance Center
     450 Kipling Avenue
     Toronto, Ont. M8Z 5E1

EARTHMOVER TIRE
LIMITED WARRANTY
For 20 to 39 Inch Rim Diameter Tires

WHO IS ELIGIBLE?

You are eligible for the benefits of this Limited Warranty if you are the original purchaser or authorized agent of the original purchaser of new Goodyear 20 to 39 inch rim diameter Grader or Earthmover tires bearing our serial numbers.

WHAT IS COVERED AND FOR HOW LONG?

This Limited Warranty covers all Goodyear 20 to 39 inch rim diameter tires presented for adjustment on or after September 1, 2013. The Limited Warranty is in effect for 4 years commencing on the date of purchase. If proof of the purchase date is not available, the date of manufacture indicated on the serial number will be used as the warranty commencement date. Tires must be presented for consideration within six months of removal from service.

Coverage

If any Goodyear 20 to 39 inch rim diameter tire covered by this Limited Warranty becomes unserviceable due to a covered warranty condition, such tire will, at the option of Goodyear, be repaired or replaced with a comparable new Goodyear tire, discounted on a pro rata basis, or, at Goodyear's option, Goodyear will issue an appropriate credit. The customer charge for replacement will be calculated by multiplying Goodyear's current replacement tire price at the adjustment location (exclusive of taxes), by the percentage determined from the following chart. In the event Goodyear issues a credit, the credit will reflect the discount that would have been included in the foregoing charge.

20 to 39 Inch Rim Diameter Tire Wear (Percent of original non-skid used)									
	0% to 10%	11% to 20%	21% to 30%	31% to 40%	41% to 50%	51% to 60%	61% to 70%	71% to 80%	81% to 100%
PURCHASE DATE	CUSTOMER CHARGE								
12 Months or Less	10%	20%	30%	40%	50%	60%	70%	80%	100%
24 Months or Less	25%	35%	45%	55%	65%	75%	85%	95%	100%
36 Months or Less	50%	60%	70%	80%	90%	95%	100%	100%	100%
48 Months or Less	75%	85%	95%	95%	95%	100%	100%	100%	100%
More than 48 months	100%	100%	100%	100%	100%	100%	100%	100%	100%

WARRANTY LIMITATIONS:

This Limited Warranty is applicable to tires purchased from The Goodyear Tire & Rubber Company, Goodyear Canada Inc. or Goodyear International Corporation and their subsidiaries ("Goodyear").

No representative or dealer has authority to make any representation, promise, warranty or agreement on behalf of Goodyear except as stated herein.

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this limited warranty a representation that a tire failure cannot occur.

WHAT IS NOT COVERED BY THIS WARRANTY?

- Tires purchased more than 48 months prior to presentation for adjustment. Without proof of purchase date, tires manufactured 48 months prior to presentation are not covered.

- Tires removed from service more than six months prior to presentation to Goodyear.

- Tires for which an alternate warranty/guarantee has been negotiated.

- Uniformity or vibration claims on tires purchased more than 6 months prior to presentation for adjustment, or if proof of purchase is not available, more than 6 months after the manufacture date.

- Air retention claims on tires purchased more than 3 months prior to presentation for adjustment, or if proof of purchase is not available, more than 3 months after the manufacture date.

- Irregular wear or tire damage due to: impact breaks, cuts, cut separations, snags, machine damage, wreck, collision, fire, improper inflation, overloading, misapplication, misuse, negligence, operation at excessive speed, rim or chain damage or damage caused by the mechanical condition of the vehicle.

- Tires operating in excess of their rated Ton-Mile-Per-Hour (TMPH) or Tonne-Kilometre-Per-Hour (TKPH) factor. Goodyear uses a 4 hour rolling average for TMPH / TKPH calculations. (A detailed description of TMPH / TKPH ratings may be found in Goodyear Publication: Off-The-Road Tires Engineering Data which can be found at www.goodyearotr.com).

- Tires operating in excess of the rated Work Capability Factor (WCF).

- Tires operated in applications that are inconsistent with the Equipment's specifications or restrictions.

- Tires with improperly seated beads. Knurling impressions from the rim that continue around the bead heel are sufficient evidence of improper seating.

- Tires mounted with "O" rings that are not approved by Goodyear for use with its Earthmover tires.

- Tires that have failed due to material added after original manufacture (example: tire fillers, sealant, ballast or balancing substances). If the added material is the cause of the tire being removed from service, they will not be adjusted.

- The cost of material added after original manufacture (example: tire fillers, sealant, ballast or balancing substances) regardless of removal cause.

- Repairs or Retreads.

- **GOODYEAR EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DOES NOT INCLUDE LOSS OF TIME, LOSS OF USE OF EQUIPMENT, LOST PROFITS, INCONVENIENCE, COST OF REPLACEMENT EQUIPMENT, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

WHAT ARE YOUR LEGAL RIGHTS?

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OWNERS OBLIGATIONS

A. You must present the tire to be considered for adjustment to an authorized Goodyear dealer or Goodyear Service Representative within 6 months of removal. See back cover for addresses and telephone numbers of Goodyear Service representatives.

B. You must pay for taxes, mounting and any additional services you order at the time of adjustment.

For tires imported by or specifically for a Buyer (or his agent), Goodyear's responsibility will be based upon the Cost & Freight Port of Entry tire value prior to payment of import duties.

C. No claim will be recognized unless the product is inspected and a claim is submitted electronically or on a Goodyear claim form into Goodyear's OTR Adjustment database by a Goodyear Representative. All adjustments are confirmed by mail.

D. Onboard machine cycle, payload and productivity information must be made available to the authorized Goodyear Dealer or Goodyear Service Representative if requested.

E. Adjusted tires may be incapacitated. Disposal of the tire is the responsibility of the owner.

⚠WARNING

Property Damage, Serious Injury or Death may result from:

- **FAILURE DUE TO UNDERINFLATION/OVERLOADING:**
  Follow owner's manual or tire placard placed in the vehicle.

- **EXPLOSION OF TIRE / RIM ASSEMBLY DUE TO IMPROPER MOUNTING:**
  Consider using nitrogen to inflate OTR tires to reduce the risk of explosive tire failure. Only specially trained persons using proper equipment should mount tires.

- **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING:**
  Before loosening any clamps or nuts that attach a multi-piece rim assembly to a vehicle always completely deflate the tire mounted as a single or both tires in a dual assembly by removing the valve core(s). Never attempt to remove a tire from a rim unless the tire is completely deflated. In both cases above check the valve stem by running a piece of wire through the stem to make sure it is not plugged.

- **WELDING, BRAZING OR USING ANY TYPE OF HEAT SOURCE ON A MOUNTED TIRE / RIM ASSEMBLY:**
  Do not, under any circumstances, attempt to rework, weld, heat or braze any rim components that are cracked, broken or damaged. Replace with new parts or parts that are not cracked, broken or damaged, and which are the same size, type and manufacturer. Consult the rim manufacturer concerning proper replacement components.

FOR ASSISTANCE OR TO FIND THE GOODYEAR DEALER NEAREST YOU:

Please contact the Goodyear Off-The-Road Tire Action Line
200 Innovation Way
Akron, OH. 44316
330 796-0610

CANADIAN DISTRICT OFFICE:

450 Kipling Ave.
Toronto, Ontario M8Z-5E1 416-201-4300

GOODYEAR INTERNATIONAL OFFICES:

European Manager, EMSS
Goodyear S.A.
Avenue Gordon Smith
L-7750 Colmar-Berg ..... Phone 352-8199-2112
Grand Duchy of Luxembourg ..... Fax 352-8199-2131

Vice President OTR Operations (Asia Pacific)
Suite 1, 19 Bishop Street
Jolimont WA, 6014 ..... Phone 011-619-9478-9200
Australia ..... Fax 011-618-9478-6050

Companhia Goodyear do Brasil – Produtos de Borracha
SAC – Customer Service
http://www.goodyear.com.br/fale-conosco/formulario.html
sac@goodyear.com
Avenida Paulista, 854 – 8/9 andar
Cep: 01310-913
São Paulo – SP
Brasil ..... Phone 0800 725 7638
..... Fax 55-11-3281-4432

Goodyear de Chile S.A.I.C.
SAC - Customer Service
http://www.goodyear.cl/contact_us.html
infocls@goodyear.com
Hendaya 60 Piso 9
Las Condes – Santiago de Chile..... Phone 0800 00 181
..... Fax 56-2-530-1333

Goodyear del Peru S.A.
SAC - Customer Service
http://www.goodyear.com.pe/contact_us.html
Avenida Argentina 6037 Carmen de la Legua
Callao, Lima .... Phone 0800 1 9080
..... Fax +511 517 3301

Goodyear de Colombia S.A.
SAC – Customer Service
http://www.goodyear.com.co/contact_us.html
Calle 10 D No 15 – 39 Corregimiento Arroyohondo
Yumbo, Valle del Cauca..... Phone 57 2 6088 525
..... Fax +57 2 6088 413

The Goodyear Tire & Rubber Company

Akron, Ohio 44316-0001

February 1, 2019

DELEGATION OF AUTHORITY

TO WHOM IT MAY CONCERN:

Pursuant to authority vested in me by resolution adopted by the Board of Directors of The Goodyear Tire & Rubber Company (hereinafter referred to as the "Company") on August 3, 1999, I hereby authorize:

Richard J. Bevington, Senior Manager
Goodyear Commercial Tire & Service Centers Operations: $1,000,000.00

of the Company to execute for and on behalf and in the name of the Company:

With or without attestation and with or without affixation of the corporate seal thereto, and in an amount which does not exceed the limit set forth by his name: Goodyear Commercial Tire and Service Center bids, amendments to bids, and certifications required to accompany Goodyear Commercial Tire and Service Center bids.

In so doing, he is directed to observe such instructions as to prior approvals, including approval by the Purchasing, Finance and Law Departments, and record keeping as shall have been prescribed by the executive officer of the Company having cognizance of the subject matter.

Documents and agreements listed above shall be retained in the Contract Records Department of the Secretary's Office or the Global Contract Solution Electronic Repository.

This Delegation of Authority shall be in full force and effect from February 1, 2019, to and including January 31, 2021, unless theretofore revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official corporate seal of said Company to be affixed.

THE GOODYEAR TIRE & RUBBER COMPANY SEAL AKRON, OHIO

Attest: David J. Young
Assistant Secretary

Chairman of the Board,
Chief Executive Officer and President
THE GOODYEAR TIRE & RUBBER COMPANY

48108 0

956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

INSURANCE REQUIREMENTS

12.0 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 **self insurance coverage policies** in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance or self insurance coverage at minimum combined single limits of $1,000,000 per-occurrence and
$2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, ~~Contractor shall specifically endorse applicable insurance policies as follows:~~

1. The City of Laredo shall be named as an additional insured with respect to ~~General Liability~~ and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. ~~A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.~~
4. ~~All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.~~
5. ~~All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.~~
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of self insured retention primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, ~~subject to approval by The City of Laredo.~~
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) ~~All insurance must be written on forms filed with and approved by the Texas Department of Insurance.~~ Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. ~~Shall specifically set forth the notice of cancellation or termination provisions to The City of Laredo.~~

13.0 (h) Upon request, Contractor shall ~~furnish~~ allow The City of Laredo ~~with certified copies of all~~ to review applicable insurance policies.

13.1 **CONTRACT REQUIREMENTS**
CODE OF ETHICS ORDINANCE 2012-0-126

City of Laredo Police FY20-079

Pricebook 7619

Renewal Pricing starts 9/09/2022 expires 9/08/2023

	Article #	Brand	Size	Bid Price	2022-2023 Renewal Price	2023-2024 Renewal Price	Change
1	249038	Bridgestone	315/80R22.5	$ 544.00	$ 606.90	$ 570.42	$ 36.48
2	248817	Bridgestone	11R22.5	$ 351.00	$ 369.60	$ 370.00	$ 0.04
3	186318	Bridgestone	11R22.5	$ 457.00	$ 485.10	$ 502.89	$ 17.79
4	248868	Bridgestone	11R24.5	$ 461.00	$ 461.00	$ 396.90	$ 91.10
5	186335	Bridgestone	11R24.5	$ 499.00	$ 506.10	$ 539.66	$ 33.56
6	156582	Firestone	11R24.5	$ 320.73	$ 377.62	$ 360.00	$ 17.62
7	157147	Firestone	315/80R22.5	$ 395.00	$ 435.49	$ 530.39	$ 94.90
9	281557	Firestone	11R22.5	$ 379.04	$ 412.34	$ 494.95	$ 82.61
10	281565	Firestone	11R24.5	$ 394.00	$ 434.39	$ 517.95	$ 83.56

Fleet Management 43.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Jose A. Valdez Jr., City Secretary

Staff Source: Ronald W. Miller, Fleet Department Director; Mark DeMay, Finance Department Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to renew annual service contract FY21-001 for the purpose of repairing the City's automated side loader trucks with the following vendors:

1. Gutierrez Machine Shop, Laredo, TX, in an amount up to $150,000.00 (primary vendor);
2. Laredo Mechanical Industrial Services, Laredo, TX, in an amount up to $130,000.00 (secondary vendor);

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This is the last extension period for this contract. All services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract 10/3/22.

BACKGROUND

This contract establishes an 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 last extension period for this contract. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Current Pricing:

	Gutierrez Machine Shop	Laredo Mechanical Industrial Services

Section II Scorpion (DADEE Manufacturing BTE) Repair Services	Established Rates	Established Rates
Labor Rate for Services	$50.00	$60.00
Mileage Rate (if any)	$0.00	$0.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year: 2023

Bugeted Y/N?: Yes

Source of Funds: Fleet Maintenance Fund

Account #: 59328105332078

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY21-001

FY21-001 Contracts

				Gutierrez Machine & Welding Shop		Laredo Mechanical Industrial Services, Inc.		Fox Truck World LLC (Romie C Fox Jr.)	
				Total Price	$50.00	Total Price	$60.00	Total Price	$173.50
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I: Scorpion (DADEE Manufacturing) Captive New (OEM) Parts Authorized Distributor/Dealer	1	PKG	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1.1	Percent of Discount Offered	1	EA	0.0%		10.0%		0.0%	
1.2	Parts will be delivered in working days after receipt of order.	1	Days						
2	Section II: Scorpion (DADEE Manufacturing) Repair Services rates.	1	PKG	**$50.00**	$50.00	$60.00	$60.00	$173.50	$173.50
2.1	Labor Rate for Services	1	Hourly Labor Rate	**$50.00**		$60.00		$98.50	
2.2	Mileage Rate (if any)	1	Hourly Labor Rate			$0.00		$75.00	

Line #
1
1.1
1.2
2
2.1
2.2



City of Laredo
Purchasing Division
RENEWAL NOTICE

September 5, 2023

Mr. Juan Enriquez Gonzalez
Laredo Mechanical Industrial Services
7305 San Dario Avenue #307
Laredo, Texas 78045

Re: Automated Side Loader OEM Service
Contract FY21-001
Extension III

Dear Mr. Gonzalez,

This is to inform you that the contract FY21-001 which was approved by the City Council on November 2, 2020 is up for renewal. This is the last extension period for this contract. Your company is currently the secondary vendor for this contract.

Description	Unit Price
Labor Rate for Service	$ 60.00/Hour
Mileage Rate	$ 0.00

If there are any questions regarding this renewal, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Laredo Mechanical Industrial Services

Accept ✓ Reject _____

Authorized Signature: _____

Print Name: JUAN ENRIQUE GONZALEZ

Date: 9/6/2023

City of Laredo
Purchasing Division

RENEWAL NOTICE

September 5, 2023

Mr. Moises Gutierrez Jr.
Gutierrez Machine & Welding Shop
201 West Ryan Street
Laredo, Texas 78041

Re: Automated Side Loader OEM Service
Contract FY21-001
Extension III

Dear Mr. Gutierrez,

This is to inform you that the contract FY21-001 which was approved by the City Council on November 2, 2020 is up for renewal. This is the last extension period for this contract. Your company is currently the primary vendor for this contract.

Description	Unit Price
Labor Rate for Service	$ 50.00/Hour
Mileage Rate	$ 0.00

If there are any questions regarding this renewal, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Gutierrez Machine Shop

Accept ✓ Reject _____

Authorized Signature: _____

Print Name: Moises Gutierrez Jr.

Date: 9-6-23

City of Laredo
Purchasing Division
LETTER OF AWARD

October 4, 2022

Mr. Moises Gutierrez Jr.
Gutierrez Machine & Welding Shop
201 West Ryan Street
Laredo, Texas 78041

Re: Automated Side Loader OEM Service
Contract FY21-001
Extension II

Dear Mr. Gutierrez,

This is to inform you that the contract renewal for FY21-001 was approved by City Council on October 3, 2022. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This the second of three extension periods. Your company will be the primary vendor for this contract.

Description	Unit Price
Labor Rate for Service	$ 50.00/Hour
Mileage Rate	$ 0.00

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

October 4, 2022

Mr. Juan Enriquez Gonzalez
Laredo Mechanical Industrial Services
7305 San Dario Avenue #307
Laredo, Texas 78045

Re: Automated Side Loader OEM Service
Contract FY21-001
Extension II

Dear Mr. Gonzalez,

This is to inform you that contract renewal for FY21-001 was approved by the City Council on October 3, 2022. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the second of three extension periods. Your company will be the secondary vendor for this contract.

Description	Unit Price
Labor Rate for Service	$ 60.00/Hour
Mileage Rate	$ 0.00

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 10/03/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Ronald W. Miller, Fleet Department Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual service contract FY21-001 for the purpose of repairing the City's automated side loader trucks with the following vendors:

1. Gutierrez Machine Shop, Laredo, TX, in an amount up to $150,000.00 (primary vendor);
2. Laredo Mechanical Industrial Services, Laredo, TX, in an amount up to $130,000.00 (secondary vendor);

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract may be extended for one (1) additional one (1) year period upon mutual agreement. All services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract 10/18/21.

BACKGROUND

This contract establishes an 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 second of three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year period. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City

Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall 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. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one-year period. The City reserves the right to renew or re-bid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Current Pricing:

	Gutierrez Machine Shop	Laredo Mechanical Industrial Services
Section II Scorpion (DADEE Manufacturing BTE) Repair Services	Established Rates	Established Rates
Labor Rate for Services	$ 50.00	$ 60.00
Mileage Rate (if any)	$ 0.00	$ 0.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year: 2023
Bugeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 59328105332078
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY21-001

Contracts FY21-001

City of Laredo
Purchasing Division
RENEWAL NOTICE

September 16, 2022

Mr. Juan Enriquez Gonzalez
Laredo Mechanical Industrial Services
7305 San Dario Avenue #307
Laredo, Texas 78045

Re: Automated Side Loader OEM Service
Contract FY21-001
Extension II

Dear Mr. Gonzalez,

This is to inform you that the contract FY21-001 which was approved by the City Council on November 2, 2020 is up for renewal. This is the second of three extension periods. Your company is currently the secondary vendor for this contract.

Description	Unit Price
Labor Rate for Service	$ 60.00/Hour
Mileage Rate	$ 0.00

If there are any questions regarding this renewal, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Laredo Mechanical Industrial Services

Accept ✓ Reject _____

Authorized Signature: _____

Print Name: Juan Enriquez Gonzalez

Date: 9/20/2022

City of Laredo
Purchasing Division

RENEWAL NOTICE

September 16, 2022

Mr. Moises Gutierrez Jr.
Gutierrez Machine & Welding Shop
201 West Ryan Street
Laredo, Texas 78041

Re: Automated Side Loader OEM Service
Contract FY21-001
Extension II

Dear Mr. Gutierrez,

This is to inform you that the contract FY21-001 which was approved by the City Council on November 2, 2020 is up for renewal. This is the second of three extension periods. Your company is currently the primary vendor for this contract.

Description	Unit Price
Labor Rate for Service	$ 50.00/Hour
Mileage Rate	$ 0.00

If there are any questions regarding this renewal, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Gutierrez Machine Shop

Accept ✓ Reject _____

Authorized Signature: _____

Print Name: Moises Gutierrez Jr.

Date: 9-16-22

City of Laredo
Purchasing Division

LETTER OF AWARD

October 19, 2021

Mr. Juan Enriquez Gonzalez
Laredo Mechanical Industrial Services
7305 San Dario Avenue #307
Laredo, Texas 78045

Re: Automated Side Loader OEM Service
Contract FY21-001
Extension I

Dear Mr. Gonzalez,

This is to inform you that the contract renewal for FY21-001 was approved by the City Council on October 18, 2021. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the first of three extension periods. Your company is the secondary vendor for this contract.

Current Contract Pricing:

Description	Unit Price
Labor Rate for Service	$ 60.00/Hour
Mileage Rate	$ 0.00

If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

October 19, 2021

Mr. Moises Gutierrez Jr.
Gutierrez Machine & Welding Shop
201 West Ryan Street
Laredo, Texas 78041

Re: Automated Side Loader OEM Service
Contract FY21-001
Extension I

Dear Mr. Gutierrez,

This is to inform you that the contract renewal for FY21-001 was approved by the City Council on October 18, 2021. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the first of three extension periods. Your company is the primary vendor for this contract.

Current Contract Pricing:

Description	Unit Price
Labor Rate for Service	$ 50.00/Hour
Mileage Rate	$ 0.00

If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Fleet Management **45.**

City Council

Meeting Date: 10/18/2021

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Ronald W. Miller, Fleet Department Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual service contract FY21-001 with the following vendors:

1. Gutierrez Machine Shop, Laredo, TX, in an amount up to $150,000.00 (primary vendor);
2. Laredo Mechanical Industrial Services, Laredo, TX, in an amount up to $130,000.00 (secondary vendor);

for the purchase of Original Equipment Manufacturer (OEM) truck service for the City's automated side loader trucks. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract may be extended for two (2) additional one (1) year periods upon mutual agreement. All services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract 11/2/2020.

BACKGROUND

This contract establishes an 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 extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period. The City reserves the right to renew or re-bid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Current Pricing:

	Gutierrez Machine Shop	Laredo Mechanical Industrial Services
Section II Scorpion (DADEE Manufacturing BTE) Repair Services	Established Rates	Established Rates
Labor Rate for Services	$ 50.00	$ 60.00
Mileage Rate (if any)	$ 0.00	$ 0.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	59328105332078
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY21-001

FY21-001 Contracts

City of Laredo
Purchasing Division

RENEWAL NOTICE

October 4, 2021

Mr. Moises Gutierrez Jr.
Gutierrez Machine & Welding Shop
201 West Ryan Street
Laredo, Texas 78041

Re: Automated Side Loader OEM Service
Contract FY21-001
Extension I

Dear Mr. Gutierrez,

This is to inform you that the contract FY21-001 which was approved by the City Council on November 2, 2020 is up for renewal. This is the first of three extension periods. Your company is currently the primary vendor for this contract.

Description	Unit Price
Labor Rate for Service	$ 50.00/Hour
Mileage Rate	$ 0.00

If there are any questions regarding this renewal, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Gutierrez Machine Shop

Accept ✓ Reject _____

Authorized Signature: _____

Print Name: Moises Gutierrez Jr.

Date: 10-5-21

City of Laredo
Purchasing Division
RENEWAL NOTICE

October 4, 2021

Mr. Juan Enriquez Gonzalez
Laredo Mechanical Industrial Services
7305 San Dario Avenue #307
Laredo, Texas 78045

Re: Automated Side Loader OEM Service
Contract FY21-001
Extension I

Dear Mr. Gonzalez,

This is to inform you that the contract FY21-001 which was approved by the City Council on November 2, 2020 is up for renewal. This is the first of three extension periods. Your company is currently the secondary vendor for this contract.

Description	Unit Price
Labor Rate for Service	$ 60.00/Hour
Mileage Rate	$ 0.00

If there are any questions regarding this renewal, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Posadar
Purchasing Agent

Xc: Purchasing File

Laredo Mechanical Industrial Services

Accept ✓ Reject _____

Authorized Signature: _____

Print Name: Juan Enriquez Gonzalez

Date: 10/5/2021

City of Laredo
Purchasing Division

LETTER OF AWARD

November 3, 2020

Mr. Moises Gutierrez Jr.
Gutierrez Machine & Welding Shop
201 West Ryan Street
Laredo, Texas 78041

Re: Automated Side Loader OEM Service
Contract FY21-001
Approved by City Council on November 2, 2020

Dear Mr. Gutierrez,

This is to inform you that contract FY21-001 was approved by the City Council on November 2, 2020. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has three extension periods. Your company will be the primary vendor for this contract.

Description	Unit Price
Labor Rate for Service	$ 50.00/Hour
Mileage Rate	$ 0.00

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@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,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

November 3, 2020

Mr. Juan Enriquez Gonzalez
Laredo Mechanical Industrial Services
7305 San Dario Avenue #307
Laredo, Texas 78045

Re: Automated Side Loader OEM Service
Contract FY21-001
Approved by City Council on November 2, 2020

Dear Mr. Gonzalez,

This is to inform you that contract FY21-001 was approved by the City Council on November 2, 2020. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has three extension periods. Your company will be the secondary vendor for this contract.

Description	Unit Price
Labor Rate for Service	$ 60.00/Hour
Mileage Rate	$ 0.00

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@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,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 11/02/2020
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Ronald W. Miller, Fleet Department Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual service contract FY21-001 to the following low bidders:

1. Gutierrez Machine Shop, Laredo, TX, in an amount up to $150,000.00 (Primary Vendor);
2. Laredo Mechanical Industrial Services, Laredo, TX, in an amount up to $130,000.00 (Secondary Vendor);

for the purchase of Original Equipment Manufacturer (OEM) truck service for the City's automated side loader trucks. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract may be extended for three (3) additional one (1) year periods upon mutual agreement. All services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

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 revlewed the bid received and is recommending that this contract be awarded to Gutierrez Machine Shop as primary vendor and Laredo Mechanical Industrial Services as a secondary vendor.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year

periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period. The City reserves the right to renew or re-bid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Summary:

	Gutierrez Machine Shop	Laredo Mechanical Industrial Services	Fox Truck World
Section II Scorpion (DADEE Manufacturing BTE) Repair Services	Established Rates	Established Rates	Established Rates
Labor Rate for Services	$ 50.00	$ 60.00	$ 98.50
Mileage Rate (if any)	$ 0.00	$ 0.00	$ 75.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year:	2021
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	59328105332078

Change Order: Exceeds 25% Y/N:

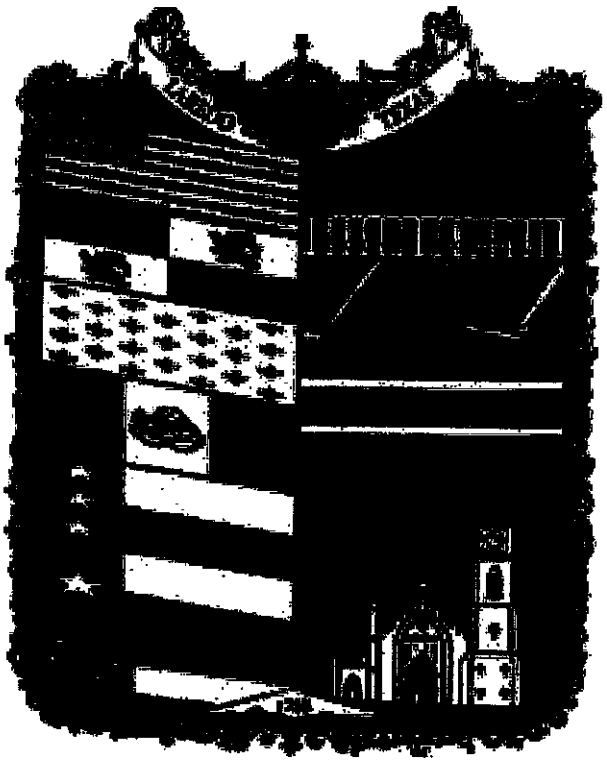
FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY21-001

Contracts FY21-001



FY21-001
Gutierrez Machine & Welding Shop
Supplier Response

Event Information

Number:	FY21-001
Title:	FY21-001 Automated Side Loader OEM Parts & Service – Fleet Department
Type:	Request For Bid
Issue Date:	9/17/2020
Deadline:	10/13/2020 05:00 PM (CT)
Notes:	MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1.Please make sure that the bid is in a sealed envelope marked with the following:

•Name of Bid

•Name of Company submitting Bid

•Address of Company submitting Bid

1.Place Bid.Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2.If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@cl.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.

Zulema Ortiz for Moises Gutierrez Jr.
Signature

moisesgms@aol.com
Email

Submitted at 10/13/2020 4:30:00 PM

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)** Gutierrez Machine & Welding Shop
3	**Print Name of person authorized to sign bid** Moises Gutierrez Jr.
4	**Title** Owner
5	**Business Address** 201 W. Ryan St.
6	**City, State, Zip Code** Laredo, Tx 78041
7	**Telephone Number** (956) 726-1688
8	**Federal Tax ID Number** 74-2887996
9	**Bidders Principal/Corporate Place of Business Address** 201 W. Ryan St.

10 **Indicated Status of Business**

Sole Propriertorship

11 **If other state business status**

No response

12 **State how long under its present bsuiness name**

1998

13 **If applicable, list all other names under which the Business identified above operated in the last five years**

No response

14 **Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo?**

Yes

15 **Question #1**

Has the business, or any officer or partner thereof, failed to complete a contract?

No

16 **Question 2**

Is any litigation pending against the Business?

No

17 **Question #3**

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity?

No

18 **Question #4**

If yes to question 3, offeror needs to explain the expected impact both in organizational and directional terms.

No response

19 **Question #5**

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?

No

20 **Question #6**

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?

No

21 **Question #7**

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?

No

22 **Question #8**

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?

No

23 **Question #9**

Is the Business in arrears in any contract or debt?

No

24 **Question #10**

Has the Business been a defaulter, as a principal, surety, or otherwise?

No

25 **Question #11**

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason?

No

26 **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.

27 **Historically Underutilized Business (HUB)**

No

28 **Small Disadvantaged Business Enterprise (SDBC)**

No

29 **Disadvantaged Business Enterprise (DBE)**

No

30 **Other: Please specify**

No response

31 **This company is not a certified minority business**

This company is not a certified minority business

32 **Contact Person Email Address**

moisesgms@aol.com

33 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

34 **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.

35 **Question 1. 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**

If you attest there is no conflict of interest, please skip sections 2-8.

I attest there is no conflict of interest

36 **Question 2. Name of person who has a business relationship with local governmental entity**

Moises Gutierrez Jr.

37 **Question 3. 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.)

No response

38 **Question 4. Name of local government officer(s) with whom filer has employment or business relationship.**

This section (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.

No response

39 **Question 5. Sub-Part A**

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?

No

40 **Question 6. Sub-Part B**

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?

No

41 **Question 7. Sub-Part C**

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?

No

42 **Question 8. Sub-Part D**

D. Describe each employment or business relationship with the local government officer named in this section

No response

43 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

44 **This is a**

New Submission

45 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

No response

46 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

No response

47 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

No response

48 **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

49 **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

50 **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

51 **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

52 **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.

53 **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

54 **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

55 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

No response

56 **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

57 **Question 11. Oath**

Please complete in this section the required information for your company:
1) Name
2) Title
3) Company or DBA
4) Date

Moises Gutierrez Jr., Owner
Gutierrez Machine & Welding Shop
10/13/20

58 **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.

No response

59 **Company Information Questionnaire**

I have completed this section

60 **Conflict of Interest Questionnaire**

I have completed this section

61 **Non-Collusive Affidavit**

I have completed and included this form

62 **Discretionary Contracts Disclosure**

I have completed this section

63 **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

64 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City

shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.
3.0 SUBMISSION OF BIDS
(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system
(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, 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), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.
5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave. Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor

submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This contract will be **awarded by sections** to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be

immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

I Agree to the Terms and Conditions

65 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

66 Product Information

Product identification (Mfr.)
Type price schedule (dealer, jobber, etc.)
Price Schedule Number
Date of price schedule
Price schedule column on which discount is based
(i.e. distributor, net, wholesale

Yes

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: 0%

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

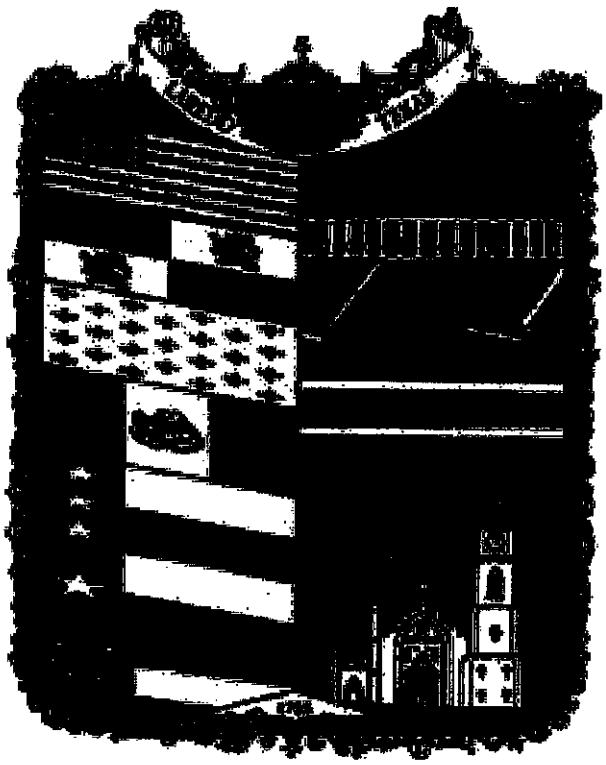
2.1 Labor Rate for Services

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



FY21-001
Laredo Mechanical Industrial Services, Inc.
Supplier Response

Event Information

Number:	FY21-001
Title:	FY21-001 Automated Side Loader OEM Parts & Service – Fleet Department
Type:	Request For Bid
Issue Date:	9/17/2020
Deadline:	10/13/2020 05:00 PM (CT)
Notes:	MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1.Please make sure that the bid is in a sealed envelope marked with the following:

•Name of Bid

•Name of Company submitting Bid

•Address of Company submitting Bid

1.Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2.If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

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.

Zulema Ortiz for Juan Enrique Gonzalez
Signature

LAREDOMECHANICAL@YAHOO.COM
Email

Submitted at 10/13/2020 3:00:00 PM

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)** Laredo Mechanical Industrial Services, Inc.
3	**Print Name of person authorized to sign bid** Juan Enrique Gonzalez
4	**Title** President
5	**Business Address** 121 Ranch Rd. 6086C
6	**City, State, Zip Code** Laredo, Tx 78045
7	**Telephone Number** (956) 568-5354
8	**Federal Tax ID Number** 20-3757419
9	**Bidders Principal/Corporate Place of Business Address** 121 Ranch Rd. 6086C

10 **Indicated Status of Business**

Corporation

11 **If other state business status**

N/A

12 **State how long under its present bsuiness name**

Fifteen years

13 **If applicable, list all other names under which the Business identified above operated in the last five years**

N/A

14 **Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo?**

No

15 **Question #1**

Has the business, or any officer or partner thereof, failed to complete a contract?

No

16 **Question 2**

Is any litigation pending against the Business?

No

17 **Question #3**

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity?

No

18 **Question #4**

If yes to question 3, offeror needs to explain the expected impact both in organizational and directional terms.

No response

19 **Question #5**

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?

No

20 **Question #6**

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?

No

21 **Question #7**

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?

No

22 **Question #8**

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?

No

23 **Question #9**

Is the Business in arrears in any contract or debt?

No

24 **Question #10**

Has the Business been a defaulter, as a principal, surety, or otherwise?

No

25 **Question #11**

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason?

No

26 **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.

27 **Historically Underutilized Business (HUB)**

No

28 **Small Disadvantaged Business Enterprise (SDBC)**

No

29 **Disadvantaged Business Enterprise (DBE)**

No

30 **Other: Please specify**

No response

31 **This company is not a certified minority business**

This company is not a certified minority business

32 **Contact Person Email Address**

LAREDOMECHANICAL@YAHOO.COM

33 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

34 **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.

35 **Question 1. 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**

If you attest there is no conflict of interest, please skip sections 2-8.

No response

36 **Question 2. Name of person who has a business relationship with local governmental entity**

No response

37 **Question 3. 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.)

No response

38 **Question 4. Name of local government officer(s) with whom filer has employment or business relationship.**

This section (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.

No response

39 **Question 5. Sub-Part A**

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?

No

40 **Question 6. Sub-Part B**

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?

No

41 **Question 7. Sub-Part C**

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?

No

42 **Question 8. Sub-Part D**

D. Describe each employment or business relationship with the local government officer named in this section

No response

43 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

44 **This is a**

New Submission

45 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

No response

46 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

No response

47 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

No response

48 **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

49 **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 appiles to you, please list subcontractors in this section.

No response

50 **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

51 **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

52 **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.

53 **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

54 **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.

No response

55 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

No response

56 **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.

No response

57 **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

58 **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.

No response

59 **Company Information Questionnaire**

No response

60 **Conflict of Interest Questionnaire**

No response

61 **Non-Collusive Affidavit**

I have completed and included this form

62 **Discretionary Contracts Disclosure**

I have completed this section

63 **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

64 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City

shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.
3.0 SUBMISSION OF BIDS
(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.
(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, 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), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.
5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council
6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A Pescador 5512 Thomas Ave. Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor

submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This contract will be **awarded by sections** to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be

immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

I Agree to the Terms and Conditions

65 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

66 Product Information

Product identification (Mfr.)
Type price schedule (dealer, jobber, etc.)
Price Schedule Number
Date of price schedule
Price schedule column on which discount is based
(i.e. distributor, net, wholesale

Yes

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: $0.00 Total: $0.00

Response Total: $60.00

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Jose A. Valdez Jr., City Secretary

Staff Source: Ronald W. Miller, Fleet Department Director; Mark DeMay, Finance Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew contract FY22-088 with Industrial Disposal Supply, San Antonio, Texas, in an amount up to $125,000.00 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's street sweepers. All parts will be secured on an as-needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed two additional one year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 9/19/22.

BACKGROUND

This contract establishes an hourly labor rate and a percentage markup rate for the purchase of original equipment manufacturer (OEM) parts/service for any repairs needed for the City's street sweepers. There was no price increase during the last extension period. This is the first of three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to

month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Contract Pricing:

Discount Offered	MFG List Plus 7%
Product I.D. (Mfr.)	Tymco
Type Price Schedule	Dealer
Labor Rate for services	$155.00/Hour
Mileage Rate	$1.00 per mile

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	59328105332071
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2023
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	59328105332078
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY22-088
Contract FY22-088

					Industrial Disposal Supply	
					Total Price	$156.00
Line #	Description	Mfgr	QTY	UOM	Unit	Extended
1	Section I: Tymco Street Sweeper Captive New Parts/Service Item Notes: Parts will be delivere		1	PKG	**$156.00**	$156.00
1.1	Percentage of Discount offered	Tymco Street Sweeper OEM Parts	1	EA	7.0%	
1.2	Hourly Labor Rate for Services		1	EA	**$155.00**	
1.3	Mileage Rate (if any) per mile		1	EA	**$1.00**	

Line #
1
1.1
1.2
1.3

City of Laredo
Purchasing Division
RENEWAL NOTICE

August 29, 2023

Mr. Daryl Fischbeck
Industrial Disposal Supply Company
1106 Paulsun
San Antonio, Texas 78219

Re: Tymco Street Sweeper OEM Parts/Services
Contract FY22-088
Extension I

Dear Mr. Fischbeck,

This is to inform you that the contract FY22-088 which was approved by City Council on September 19, 2022 is up for renewal. This is the first of three one (1) year extension periods. Please advise if you wish to renew this contract.

Pricing:

Discount Offered	MFG List Plus 7 %
Product I.D. (Mfr.)	Tymco
Type Price Schedule (dealer jobber, etc..)	Dealer
Labor Rate for Service	$ 155.00 per hour
Mileage Rate	$ 1.00 per mile

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Industrial Disposal Supply Company

Accept ✓ Reject

Authorized Signature: Russell Schwanz

Print Name: Russell Schwanz

Date: 9-6-2023

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

City of Laredo
Purchasing Division
LETTER OF AWARD

September 20, 2022

Mr. Daryl Fischbeck
Industrial Disposal Supply Company
1106 Paulsun
San Antonio, Texas 78219

Re: Tymco Street Sweeper OEM Parts/Services
Contract FY22-088

Dear Mr. Fischbeck,

This is to inform you that contract FY22-088 was approved by City Council on September 19, 2022. The term of this contract shall be for a period of one year. This contract has three one (1) year extension periods.

Pricing:

Discount Offered	MFG List Plus 7 %
Product I.D. (Mfr.)	Tymco
Type Price Schedule (dealer jobber, etc..)	Dealer
Labor Rate for Service	$ 155.00 per hour
Mileage Rate	$ 1.00 per mile

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to mpescador@ci.laredo.tx.us

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 09/19/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Ronald W. Miller, Fleet Department Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY22-088 to the sole bidder Industrial Disposal Supply, San Antonio, Texas, in an amount up to $125,000.00 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's street sweepers. All parts will be secured on an as-needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be renewed three (3) additional one (1) year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received one (1) bid for awarding a contract for the purchase of parts/services of original equipment manufacturer (OEM) parts/service for the City's street sweepers. This contract establishes an hourly labor rate and a percentage markup rate for any necessary maintenance or repairs needed. Staff is recommending that this contract be awarded to the sole bidder Industrial Disposal Supply, San Antonio, Texas.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to

extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Contract Pricing:

Discount Offered	MFG List Plus 7%
Product I.D. (Mfr.)	Tymco
Type Price Schedule	Dealer
Labor Rate for services	$ 155.00/Hour
Mileage Rate	$ 1.00 per mile

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be awarded.

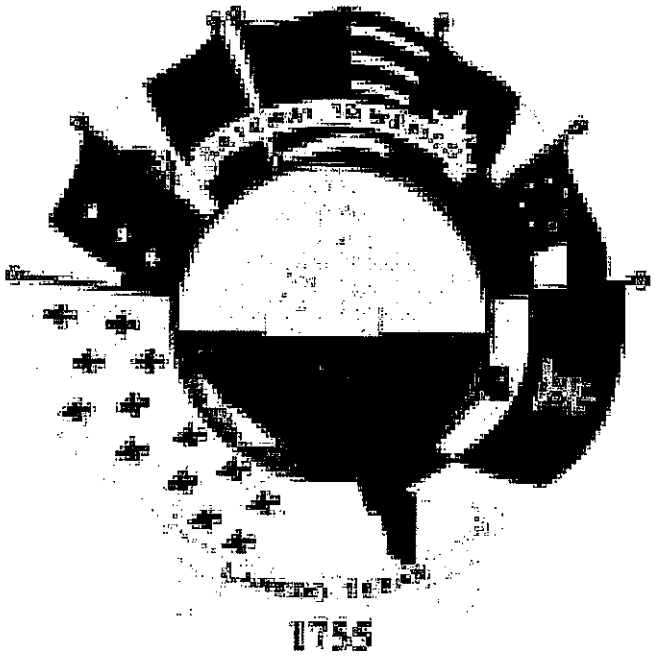
	Fiscal Impact
Fiscal Year:	2022
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	59328105332071
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2022
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	59328105332078
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY22-088 Contract
Bid Tab FY22-088



FY22-088 Tymco Street Sweeper OEM Parts/Services

Industrial Disposal Supply Company

Supplier Response

Event Information

Number: FY22-088 Tymco Street Sweeper OEM Parts/Services
Title: FY22-088 Tymco Street Sweeper OEM Parts/Services
Type: Request For Bid
Issue Date: 8/19/2022
Deadline: 9/8/2022 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Industrial Disposal Supply Company Information

Contact: Darryl Fischbeck
Address: 1106 Paulsun
San Antonio, TX 78219
Phone: (210) 227-3441
Toll Free: (800) 777-3441
Email: info@idsequip.com
Web Address: www.idsequip.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Russell W Schwanz
Signature

r.schwanz@idsequip.com
Email

Submitted at 9/8/2022 02:13:31 PM (CT)

Response Attachments

Conflict of interest.pdf

Conflict of Interest

Form 1295.pdf

Form 1295

FY22-08 Tymco sweeper parts.pdf

FY22-08 Tymco sweeper parts

Non-conclusive Affidavitt.pdf

Non-conclusive Affidavitt

Sole source.pdf

Sole source

City of Laredo Pricing 2022.xlsx

Price list

Bid Attributes

1 Award

This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

☑ Yes (Yes)

2 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

3 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

Industrial Disposal Supply CO. LLC Russell Schwanz 210-227-3441

4 State how long under has the business been in its present business name

Since 6-01-2018

5 If applicable, list all other names under which the Business identified above operated in the last five years

Industrial Disposal Supply LTD

6 State if the Company is a certified minority business enterprise

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

7 Questions Part 1

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

No

8 Questions Part 2

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

No

9 State if the Company is a certified minority business enterprise

This company is not a certified minority business

10 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

11 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

13 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

14 **This is a**

New Submission

15 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Russell W Schwanz

16 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

FY22-088 Tymco Street Sweeper OEM Parts/Services
Fleet Services

17 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Industrial Disposal Supply Co. LLC

18 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

19 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

20 **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

21 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

22 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

23 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

24 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

25 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

26 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

27 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

28 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

29 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section (I have read and understand this section)

30 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section (I have read and understand this section)

31 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)

32 **Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

Russell Schwanz Parts and Service Manager
Industrial Disposal Supply Co. LLC
September 8, 2022

33 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

☑ I swear or affirm information is correct (I swear or affirm information is correct)

34 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form (I will comply with this form)

35 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely

descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.

2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.

3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has

filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT (a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

36

Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section (I have read and understand this section)

37 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☑ I have read and understand this section (I have read and understand this section)

38 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

39 **Required Upload**

Product identification (Mfr.)

Type price schedule (dealer, jobber, etc.)

Price Schedule Number

Date of price schedule

Price schedule column on which discount is based (i.e. distributor, net, wholesale)

Documentation shall be uploaded onto Cit-E-Bid

☑ Yes (Yes)

Bid Lines

1 **Package Header**

Section I: Tymco Street Sweeper Captive New Parts/Service
Item Notes: Parts will be delivered within _____ working days after receipt of order. Business hours are from _____ A.M. to _____ P.M., _____ days per week.

Quantity: 1 UOM: PKG Total: $156.00

Manufacturer: Caterpillar OEM Parts/Service

Item Notes: Please submit "0" for unit price

Supplier Notes: Parts will be delivered in 7 working days after receipt of order. Business hours are from 8 A.M. to 5 P.M., 5 days per week.

Package Items

1.1 Percentage of Discount offered

Quantity: 1 UOM: EA Total: 107%

Manufacturer: Tymco Street Sweeper OEM Parts

Supplier Notes: We are offering Tymco list price plus 7% and will deliver FOB Laredo, TX.

1.2 Hourly Labor Rate for Services

Quantity: 1 UOM: EA Price: $155.00 Total: $155.00

1.3 Mileage Rate (if any) per mile

Quantity: 1 UOM: EA Price: $1.00 Total: $1.00

Response Total: $156.00

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
Signature of vendor doing business with the governmental entity

9-6-2022
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, **https://www.ethics.state.tx.us/tec/1295-Info.htm**.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Industrial Disposal Supply Co. LLC San Antonio Texas United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
City of Laredo

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**
FY22-088 Tymco Sweeper OEM Parts/Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said bidder, this the Eighth day of September, 20 22, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Jeanette Cordova — Printed name of officer administering oath | A.R. Mgr — 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

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TYMCO STREET SWEEPER OEM PARTS/SERVICE
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the purchase of OEM Tymco street sweeper captive parts and repair services for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on September 8, 2022; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on September 9, 2022.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Tymco Street Sweeper OEM Parts/Service – Fleet Department
FY22-088

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the purchase of OEM Tymco street sweeper captive parts and repair services for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on September 8, 2022**; and all bids received will be opened and **read publicly at 11:00 AM** at the Office of the City Secretary on **September 9, 2022.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Tymco Street Sweeper OEM Parts/Service – Fleet Department
FY22-088

Bids can be downloaded and submitted through Cit-E-Bid:

https://cityoflaredo.ionwave.net/Login.aspx

Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 19th DAY OF AUGUST 2022.

Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:
CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador
5512 Thomas Ave,
Laredo, TX 78041
mpescador@ci.laredo.tx.us
or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:
City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
PO. Box 210
Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

12.0 INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) **Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;
1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Formal Invitation for Bids
Street Sweeper OEM Parts/Service
Fleet Department

15.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual for the supply of OEM Tymco street sweeper captive parts and repair service for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 All questions for this bid shall be submitted through Cit-E-Bid or by email no later than, September 1, 2022 at 2:00 PM to: Email: ealdape@ci.laredo.tx.us

15.2 Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.3 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

15.4 Vendors are strongly encouraged to visit the job site. For questions regarding these services please contact: Fleet Department Contact: Ronald W. Miller @ (956) 727-6455 or e-mail rmiller@ci.laredo.tx.us

16.0 General Requirements

16.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

16.2 Pickup & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

16.3 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

16.4 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.

16.5 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.

16.6 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.

16.7 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

16.9 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

16.10 Vendors must factory authorized dealers capable of providing OEM replacement parts and service for the City's Tymco street sweepers. All parts used in complying with this contract must be equal to or better than the original part.

16.11 Bids for parts exceeding the suggested OEM retail price will be rejected.

16.12 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.

17.0 Specifications

17.1 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award. Outside parts will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.

17.2 Parts by contractor will be billed at the discount noted in the Schedule of Items.

17.3 Invoices:

17.3.1 Must be legible and reference a valid purchase order number.

17.3.2 Must be approved by an appropriate City of Laredo Fleet department representative.

17.3.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

17.4 City of Laredo personnel may pickup parts from Contractor's facility.

17.5 All parts must be new and best available unless authorized in advance by the Fleet Maintenance representative.

17.6 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.

17.7 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

18.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

19.0 Award of Contract

This contract will be **awarded** to the **(lowest responsive responsible bidder or bidders),** in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

19.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.
Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

20.0 Price Adjustment****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

21.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Company Information Questionnaire
Signed Price Schedule
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

22.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Industrial Disposal Supply Co. LLC

Signature of person authorized to sign bid Russell Schwanz Date September 8, 2022

Print Name of person authorized to sign bid Russell Schwanz

Title: Parts and Service Manager

Business Address: 1106 Paulsun

City, State, Zip Code: San Antonio, Texas, 78219

Telephone Number: 210-227-3441 Fax Number:

Contact Person Email Address: r.schwanz@idsequip.com

Federal Tax ID Number: 741538137

Bidders Principal/Corporate Place of Business Address: 1106 Paulsun, San Antonio, Texas, 78219

Indicated Status of Business:

Corporation Partnership Sole Proprietorship X Other:

If other state business status:

State how long under its present business name: Since 6-1-2018

If applicable, list all other names under which the Business identified above operated in the last five years.

Industrial Disposal Supply Co LTD

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / (No)

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / (No)

Is any litigation pending against the Business? Yes / (No)

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / (No)
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / (No)

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / (No)

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / (No)

Is the Business in arrears in any contract or debt? Yes / (No)

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / (No)

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

Small Disadvantaged Business Enterprise (SDBC) Yes (No) Other: Please specify _____

This company is not a certified minority business: ☒

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

23.0 Bid Price Schedule

23.1 Section I: Tymco Street Sweeper Captive New Parts/Service

Percent of discount offered	MFG LIST PLUS 7 %
Product identification (Mfr.) **Documentation can be uploaded onto Cit-E-Bid**	Tymco
Type price schedule (dealer, jobber, etc.) **Documentation can be uploaded onto Cit-E-Bid**	Dealer
Price Schedule Number **Documentation can be uploaded onto Cit-E-Bid**	N/A
Date of price schedule **Documentation can be uploaded onto Cit-E-Bid**	8-20-2021
Price schedule column on which discount is based (i.e. distributor, net, wholesale) **Documentation can be uploaded onto Cit-E-Bid**	Distributor
Labor Rate for Services	$ $165.00 Per Hour
Mileage Rate (if any)	$ $1.00 Per Mile

Parts will be delivered within 7 working days after receipt of order.

Business hours are from 8 A.M. to 5 P.M., 5 days per week.

Company Name: Industrial Disposal Supply Co. LLC

Owner/President Name: Candace Olson

Company Address: 1106 Pualsun

City, State, Zip Code: San Antonio, Texas,78219

Company Authorized Representative's Signature: Russell Schwanz

Company Representative's Name: Russell Schwanz

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

24.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

[X] I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Russell Schwanz _____ 9-8-2022
Name Signature Date

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

None

2 [ ] **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? [ ] Yes [ ] No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? [ ] Yes [ ] No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? [ ] Yes [ ] No

D. Describe each employment or business relationship with the local government officer named in this section.

_____ _____
Signature of person doing business with the governmental entity Date

25.0 Non-Collusive Affidavit **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is a bidder
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 8th day of September 2022.

Notary Public

My commission expires:

6/23/24



26.0 **Discretionary Contracts Disclosure**

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a _x_ New Submission or ___ Correction or ___ Update to previous submission.**

1. Name of person submitting this disclosure form.

First	M.I.	Last	Suffix
Russell	W	Schwanz	

2. Contract Information

a) Contract or Project name(s): FY22-088 Tymco Sweeper OEM Parts/Services

b) Originating Department(s): Fleet Department

3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

Name (Print)	Signature	Name (Print)	Signature

4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.

☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies):

***5. List any individuals or entities that will be subcontractors on this contract.**

☒ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? No

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

_____

_____

***Acknowledgements**

☒ **Updates Required**
I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ **No Contract with City Officials or Staff during Contract Evaluation**
I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Russell Schwanz	Russell Schwa	Parts and Service Manager
Name (Print)	Signature	Title
Industrial Disposal Supply Co. LLC		9-8-2022
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:
City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

27.0 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, **https://www.ethics.state.tx.us/tec/1295-Info.htm.**

Implementation of House Bill 1295

27.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

27.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

	OFFICE USE ONLY
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.	

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Industrial Disposal Supply Co. LLC

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Laredo

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

FY22-088 Tymco Sweeper OEM Parts/Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Russell Salva
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Jeanette Schnedler
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2016

**********Form does not need to be notarized*********

28.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on September 8, 2022; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on September 9, 2022.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

Bid: Tymco Street Sweeper OEM Parts/Service – Fleet Department
FY22-088

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is a bidder
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 8th day of September 2022.

Jeanette Cordova
Notary Public

My commission expires:
6/23/24

REGENERATIVE AIR SWEEPERS

February 3, 2022

Re: Authorized Dealer

To Whom It May Concern:

Please be advised that Industrial Disposal Supply, LTD located in Houston, San Antonio and Plano is the only authorized dealer for sales, repair parts, labor and related items for TYMCO REGENERATIVE AIR SWEEPERS in the State of Texas. Use of TYMCO OEM parts is recommended to maintain the equipment up to the manufacturer's standards.

If you have any questions concerning this matter, please feel free to call us at 1-800-258-9626.

Sincerely,
TYMCO, Inc.

Bobby L. Johnson
Vice President of Marketing

TYMCO • P.O. Box 2368 • Waco, Texas 76703-2368 • Shipping Address: 225 Industrial East • Waco, TX 76705
Phone: 254-799-5548 • Fax: 254-799-2722 • Web Site: www.tymco.com • E-Mail Address: info@tymco.com

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Dr. Richard A. Chamberlain DrPH, MPH, CPHA, CPM, CHW, RS, Health Director

SUBJECT

Authorizing the City Manager to accept and enter into a continuation contract with Valley AIDS Council d/b/a Westbrook Clinic in the amount of $53,759.00, with no grant match required, for the City of Laredo Health Department HIV/AIDS Ryan White Part D Program for the term period from August 1, 2023, through July 31, 2024.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On September 9, 2022, Council approved Resolution 2022-R-146.

BACKGROUND

The City of Laredo continues to partner with Valley AIDS Council for the HIV Ryan White D HIV Program that provides prevention, treatment and care services that include comprehensive outpatient medical, dental, healthcare, prevention, case management, and support services to meet the identified needs of women, children and families with AIDS or HIV disease in the Health Service Delivery Area of Jim Hogg, Starr, Zapata, and Webb Counties.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends Council approve the Resolution.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	Valley Aids
Account #:	226-6505
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

The revenue account is 226-0000-327-9031 and the expenditure division is 226-6505 with project number HEVA09.

Attachments

Contract

2023-R-183

CONTINUED AGREEMENT FOR RYAN WHITE PART D SUBCONTRACT BETWEEN VALLEY AIDS COUNCIL D/B/A WESTBROOK CLINIC AND CITY OF LAREDO HEALTH DEPARTMENT

PURPOSE: This is a Continued Agreement entered into between Valley AIDS Council d/b/a Westbrook Clinic (VAC) and the City of Laredo Health Department. This Continued Agreement is for the Ryan White Part D Subcontract between Valley AIDS Council d/b/a Westbrook Clinic and City of Laredo Health Department that was effective from August 1, 2023, through July 31, 2024.

WHEREAS, the original Agreement contemplated and by its own terms provided that the original 2019 to 2020 Agreement could be amended if mutually agreed upon and if the Amendment was executed by all parties.

WHEREAS, VAC and the City of Laredo Health Department (City), by mutual agreement and by execution of the First Amendment extended the original agreement to make it effective for an additional year.

WHEREAS, VAC and the City of Laredo Health Department (City), by mutual agreement and by execution of this Second Amendment wish to again extend the original agreement to make it effective for an additional year.

TERM OF CONTINUED Agreement: The term of this Agreement shall extend the original Agreement from August 1, 2023, through July 31, 2024.

CONTINUED AMENDMENT: City agrees that the terms and conditions of payment remain the same. The award amount for 2023-2024 is $53,759. VAC shall compensate City as outlined in the original Agreement subject to the conditions set forth in the original Agreement. City will furnish and provide Ryan White Part D Services. City's Reporting and Accountability requirements set forth in the original Agreement remain the same to include completing and submitting the requisite FFATA CERTIFICATION, establishing the requisite safeguards set forth in the original Agreement as well as complying with all other terms and conditions set forth in the original Agreement attached as an Exhibit hereto as well as complying with all laws, regulations, and program requirements.

SCOPE OF WORK: City will continue to provide Ryan White Part D Services, submit the required reports, and otherwise perform and provide Part D Services for Women, Infants, Children, and Youth in accordance with Ryan White HIV/AIDS Program requirements.

GENERAL. Except as specifically amended herein, all Terms and Conditions of the original Agreement shall remain in full force and effect.

IN WITNESS HEREOF, Valley AIDS Counsel and the City of Laredo Health Department, by and through their duly authorized representatives by mutual agreement and by executing this Second Amendment through their duly authorized representatives hereby amend and extend the original Agreement as set forth herein.

Valley AIDS Counsel d/b/a Westbrook Clinic

By:_____

Name: Wally Cantu

Title: Chief Executive Officer

Date:_____

City of Laredo Health Department

By:_____

Name:_____

Title:_____

Date:_____

2023-R-183

AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTINUATION CONTRACT WITH VALLEY AIDS COUNCIL D/B/A WESTBROOK CLINIC IN THE AMOUNT OF $53,759.00, WITH NO GRANT MATCH REQUIRED, FOR THE CITY OF LAREDO HEALTH DEPARTMENT HIV/AIDS RYAN WHITE PART D PROGRAM FOR THE TERM PERIOD FROM AUGUST 1, 2023, THROUGH JULY 31, 2024.

WHEREAS, the City of Laredo continues to partner with Valley AIDS Council for the HIV Ryan White D HIV Program that provides prevention, treatment and care services that include comprehensive outpatient medical, dental, healthcare, prevention, case management, and support services to meet the identified needs of women, children and families with AIDS or HIV disease in the Health Service Delivery Area of Jim Hogg, Starr, Zapata, and Webb Counties.

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 with Valley AIDS Council d/b/a Westbrook Clinic in the amount of $53,759.00, with no grant match required, for the City of Laredo Health Department HIV/AIDS Ryan White Part D Program for the term period from August 1, 2023, through July 31, 2024.

Section 2: The revenue account 226-0000-327-9031 and the expenditure division 226-6505 with project number HEVA08.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2023.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

DOANH T. NGUYEN,
CITY ATTORNEY

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

_____
JOAQUIN A. RODRIGUEZ
ASSISTANT CITY ATTORNEY

APPROVED AS TO FORM:

Information Services & Telecommunications 46.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario Cabello

Staff Source: Joe Rivera IST Director

SUBJECT

2022-R-179 A resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept a grant in the amount of $5,322,496.00 from the commission on State Emergency Communications to fund 9-1-1 program and equipment budget for the South Texas Region, including Jim Hogg, Starr, Webb, and Zapata Counties, for the period beginning September 1, 2023, through August 31, 2025.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo approved Resolution 2003-R-066 requesting that the Commission on State Emergency Communications designate 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 Commission on State Emergency Communications (CSEC) has awarded $2,763,474.00 to the City of Laredo 9-1-1 Regional Administration for FY 2024 and awarded $2,559,022.00 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
Staff recommends approval of this ordinance

Fiscal Impact

Fiscal Year: 2024-2025
Bugeted Y/N?: Y
Source of Funds: 911 RGIONAL FUND
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

FY 2024	$2,763,474.00	Project: RCOM24	Sep 01, 2023- Aug 31, 2024
FY 2025	$2,559,022.00	Project: RCOM25	Sep 01, 2024- Aug 31, 2025
Total:	**$5,322,496.00**		

Attachments

Method of Finance
STDC Contract
Grant Resolution

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	$ -	$ 2,232,110	$ -	$ 141,000	$ -	**$ 2,373,110**
CSEC 9-1-1 Equalization Surcharge	$ -	$ -	$ -	$ -	$ -	**$ -**
General Revenue	$ -	$ -	$ -	$ -	$ -	**$ -**
Next Generation 9-1-1 Service Fund	$ -	$ -	$ 390,364	$ -	$ -	**$ 390,364**
2024 Total	**$ -**	**$ 2,232,110**	**$ 390,364**	**$ 141,000**	**$ -**	**$ 2,763,474**

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**
2024 Total	**$ -**	**$ 2,232,110**	**$ 390,364**	**$ 141,000**	**$ -**	**$ 2,763,474**

With my signature on page two, I agree to and acknowledge the Approved Budget limits described as the "Current Approved Budget."

NOTE:
S.B. 8, 87th Leg., 3rd **appropriated** Next Generation 9-1-1 (NG9-1-1) Service Fund. H.B. 2911 and H.B. 2896, 87th Leg., R.S. **created** the NG911 Service Fund.

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	$ -	$ 2,368,970	$ -	$ -	$ -	**$ 2,368,970**
CSEC 9-1-1 Equalization Surcharge	$ -	$ 190,052	$ -	$ -	$ -	**$ 190,052**
General Revenue	$ -	$ -	$ -	$ -	$ -	**$ -**
Next Generation 9-1-1 Service Fund	$ -	$ -	$ -	$ -	$ -	**$ -**
2025 Total	**$ -**	**$ 2,559,022**	**$ -**	**$ -**	**$ -**	**$ 2,559,022**

Commission Meeting Approved Budget	**Administration**	**Program**	**NG911 Program**	**Equipment**	**NG911 Equipment**	**2025 Total**
2023 - Jul: Original Budget	$ -	$ 2,559,022	$ -	$ -	$ -	**$ 2,559,022**
2025 Total	**$ -**	**$ 2,559,022**	**$ -**	**$ -**	**$ -**	**$ 2,559,022**

With my signature below, I agree to and acknowledge the Approved Budget limits described as the "Current Approved Budget."



Kelli Merriweather, Executive Director - CSEC — 8/29/2023 Date

Joseph Neeb, City Manager - South Texas Development Council - City of Laredo — Date

NOTE:
S.B. 8, 87th Leg., 3rd **appropriated** Next Generation 9-1-1 (NG9-1-1) Service Fund. H.B. 2911 and H.B. 2896, 87th Leg., R.S. **created** the NG911 Service Fund.

Contract for 9-1-1 Service
Fiscal Years 2024-2025

Article 1. Parties and Purposes

1.1 The Texas **Commission on State Emergency Communications** ("Commission") is charged by law with the responsibility to oversee the provision of 9-1-1 service throughout the state, and **South Texas Development Council** ("RPC") is charged with the responsibility to provide 9-1-1 service in its region. Providing 9-1-1 service requires a partnership among and cooperative efforts by the Commission, the RPC, and the local governments represented on the RPC's governing body.

1.2 Health and Safety Code Section 771.078 requires the Commission and the RPC to contract for the provision of 9-1-1 service. Per the statute and Commission Rule 251.12, *Contracts for 9-1-1 Service*, a contract must provide for:

(a) the reporting of financial information regarding administrative expenses by regional planning commissions in accordance with generally accepted accounting principles;

(b) the reporting of information regarding the current performance, efficiency, and degree of implementation of emergency communications services in each regional planning commission's service area;

(c) the collection of efficiency data on the operation of 9-1-1 answering points;

(d) standards for the use of answering points and the creation of new answering points;

(e) quarterly disbursements of money due under the Contract, except as provided by Subdivision (f);

(f) the Commission to withhold disbursement to a regional planning commission that does not follow a standard imposed by the Contract, a Commission rule, or a statute; and

(g) a means for the Commission to give an advance on a quarterly distribution under the Contract to a regional planning commission that has a financial emergency.

1.3 The City of Laredo ("City") is a municipality located in the RPC's region. Pursuant to the terms of this Contract for 9-1-1 Service ("Contract"), the City shall administer the RPC's approved regional 9-1-1 strategic plan ("approved strategic plan") on behalf of the RPC and its constituent governments.

1.4 The Commission, RPC, and City enter into this Contract to clarify and better define the rights and duties of each in carrying out their individual and collective responsibilities under applicable law. Whenever this Contract imposes obligations upon the RPC, such obligations shall be the responsibility of the City, in its capacity as administrator of the approved strategic plan, unless the language of the Contract clearly indicates a contrary

intent. The RPC is not relieved of its responsibilities under either this Contract or the approved strategic plan.

Article 2. Compliance with Applicable Law

2.1 The RPC must comply with all applicable federal and state laws ("applicable law") in carrying out its strategic plan that has been approved by the Commission.

2.2 Applicable law, as defined in the prior section, includes but is not limited to federal law and regulations pertaining to the provisioning of 9-1-1 service; Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements (PPS); the biennial state General Appropriations Act (Art IX, generally, and Sections 4.02 and 4.04, particularly); Texas Government Code Chapter 783 (Uniform Grant and Contract Management, including the Comptroller of Public Accounts' Texas Uniform Grant Management Standards [TxGMS], Chapter 441, Subchapter J (Preservation and Management of Local Government Records Act), Chapter 2260 (Resolution of Certain Contract Claims Against the State), and Chapter 791 (Interlocal Cooperation Act); and Texas Local Government Code Chapter 391 (Regional Planning Commissions).

2.3 The RPC must repay any allocated and distributed equalization surcharge and 9-1-1 service fees (collectively, "9-1-1 funds") expended by the RPC in noncompliance with applicable law. Such reimbursement will be made in accordance with established Commission policies and procedures and Article 8, Disallowance of Expenditures and Repayment. The RPC must advise the Commission in writing of its efforts to recover 9-1-1 funds in accordance with Article 4.1 herein.

2.4 In accordance with Health and Safety Code Section 771.078(c)(6), the Commission may withhold disbursement of funds to the RPC for failing to follow a standard imposed by this Contract or applicable law.

2.5 The RPC must maintain, at a minimum, a separate investment account for all 9-1-1 funds received. The RPC must utilize an accounting system that complies with applicable law, including specifically the requirements in TxGMS – Financial Management –which requires recipients of state funds to expend and account for state funds in accordance with applicable laws. Additionally, RPC's financial management system "must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions, and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the applicable laws, rules, and terms and conditions of the [Contract]."

Article 3. Monitoring Compliance

3.1 The RPC recognizes that the Commission reserves the right to perform monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with applicable law, and the RPC agrees to cooperate fully with such monitoring.

3.2 The RPC recognizes that the Commission reserves the right to monitor RPC financial procedures and validate financial reimbursement requests for compliance with applicable law, accuracy, completeness, and appropriateness, prior to the Commission distributing allocated 9-1-1 funds.

3.3 The RPC must develop local monitoring plans as part of its regional strategic plan. Such plans must include, but are not limited to, schedules or timetables for monitoring all contracts funded in part or entirely with 9-1-1 funds including interlocal agreements, subcontracts, and database maintenance contracts.

3.4 Monitoring compliance includes:

(a) compliance with applicable provisions of the state's Texas Grant Management Standards (TxGMS);

(b) competitive procurement procedures and documentation;

(c) contract administration systems to ensure receipt of contracted deliverables;

(d) ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds;

(e) maintenance of a current inventory of all 9-1-1 equipment;

(f) maintenance of adequate and accurate fiscal records and documentation; and

(g) execution of interlocal agreements between the RPC and participating local governments relating to the planning, development, operation, and provision of 9-1-1 service and the use of 9-1-1 funds (see Article 4, Standard Interlocal Agreements with Local Governments).

3.5 The Commission may delay action regarding monitoring compliance pending requests for additional information or investigation, and any follow up actions deemed necessary for resolution. Any such requests will be provided in writing to the RPC within five working days. The RPC will have 15 working days to respond to the Commission's request. The Commission Executive Director will present any additional information to the Commission at its next regularly scheduled open meeting in conjunction with appropriate staff review and recommendations. Final resolution of monitoring findings will be communicated to the RPC within five working days.

Article 4. Standard Interlocal Agreement with Local Governments

4.1 The RPC must enter into interlocal agreements between itself and its local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. An interlocal agreement is specifically required when a local government establishes and operates a public safety answering point or performs activities necessary for 9-1-1 Database Maintenance. These agreements must, at a minimum, provide for compliance with applicable law by including provisions that:

(a) the RPC will provide 9-1-1 funds to the local governments on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments are complete, accurate, and appropriate. Notwithstanding the preceding sentence, RPC may not make a subaward, as described in TxGMS, of allocated 9-1-1 funds to a local government or any other entity;

(b) the RPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law;

(c) the local governments must reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds expended for the direct benefit of the local government in noncompliance with applicable law;

(d) reimbursement of 9-1-1 funds under subsection (c) must be made by the local government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and the Commission;

(e) address the RPC's ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service ("9-1-1 equipment");

(f) require the RPC to maintain a current inventory of all 9-1-1 equipment;

(g) require a control system to be developed by the local government to ensure adequate safeguards to prevent loss, damage, or theft of 9-1-1 equipment;

(h) require reimbursement to the RPC and/or the Commission for damage to 9-1-1 equipment; other than ordinary wear and tear;

(i) the local governments will maintain adequate fiscal records and supporting documentation of all 9-1-1 funds reimbursed to such local governments for 9-1-1 service consistent with applicable law and generally accepted accounting principles, and as approved in the RPC's current approved Strategic Plan;

(j) the Commission or its duly authorized representative will have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the local government, the PSAP, or by any other entity that has performed or will perform activities related to the agreements;

(k) the local government will provide 9-1-1 service as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan; and

(l) funding of 9-1-1 service is contingent on appropriations made to the Commission by the Texas Legislature, and if 9-1-1 funds are not made available to the RPC by the Commission or if legally available 9-1-1 funds are exhausted, then the RPC will not be obligated to provide the reimbursements contemplated by this Contract.

Article 5. Competitive Procurement and Contract Administration

5.1 The RPC may purchase goods or a service only if the RPC complies with the same provisions for purchasing goods or a service that are equivalent to the provisions applying to a local government, including TxGMS, Local Government Code Chapter 252, Purchasing and Contracting Authority of Municipalities, Texas Government Code Chapter 2161, Historically Underutilized Businesses, and Commission Rule 252.2, *Purchase of Goods and Services: Historically Underutilized Businesses*. And with respect to purchases funded in whole or in part with federal funds, including on a reimbursement basis, complies with federal laws and regulations, including the Uniform Guidance (2 C.F.R. Part 200), and requirements imposed by the state or federal awarding agency or entity including the Texas Legislature and Office of the Governor ("OOG").

5.2 The RPC must include a specific, detailed statement of work, including appropriate benchmarks to evaluate compliance, in all contracts with vendors, local governments, PSAPs, and others paid from 9-1-1 funds.

5.3 The RPC must implement and/or maintain a contract administration management system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

5.4 The RPC must maintain sufficient records detailing the history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price, as outlined in the records retention requirements of its Local Government Records Retention Schedule (as required by Texas Government Code Ch. 441, Subchapter J-- Preservation and Management of Local Government Records).

Article 5a. Vendor Contracts

5a.1 The RPC is authorized to procure and enter into contracts for goods and services with vendors in accordance with their regional strategic plans. Any such contract must not be, and is precluded from constituting, a subaward by the RPC of any portion of its allocated 9-1-1 funds. Contracts with vendors are distinguished from interlocal agreements in that: 1) interlocal agreements are not subject to competitive procurement requirements; 2) payment arrangements in interlocal agreements are for cost reimbursement and not for profit; and 3) goods or services procured through the interlocal agreement are not available to the public.

5a.2 Notwithstanding the preceding section, the Commission may exercise its authority under Health and Safety Code Section 771.051(a)(10)(B) to arrange cooperative purchases of equipment or services for the RPC. The Commission may exercise its authority per Section 771.051(a)(1) to reserve certain contracts for Commission review prior to execution by the RPC. Additionally, the Commission may promulgate model contracts as examples for the RPC to follow. The Commission will inform the RPC of issues and/or events potentially impacting RPCs current or planned procurements and contracts.

5a.3 Each vendor contract partially or entirely funded with the RPC's allocated 9-1-1 funds must include a provision that RPC's financial obligations are subject to the Commission being appropriated by the Texas Legislature, and the Commission allocating to the RPC, sufficient 9-1-1 funds to pay costs incurred under the contract.

Article 5b. Federal Funds

5b.1 In March 2021 Congress enacted the American Rescue Plan Act of 2021 ("ARPA"), including Subtitle M – Coronavirus State and Local Fiscal Recovery Funds ("CSFRF" 42 U.S.C. § 802 *et. seq*.). ARPA appropriated $219 billion to States, territories, and Tribal governments to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease and pandemic ("COVID–19"). Thereafter, the Texas Legislature and/or the Commission acted as follows:

- May 2021, the Texas Legislature passed House Bill 2911 ("HB 2911") enacting, in part, new Health and Safety Code § 771.0713 creating the Next Generation 9-1-1 Fund ("NG9-1-1 Fund") and authorizing it to be funded with appropriated ARPA CSFRF funds or from any other federal governmental source.
- October 2021, the Comptroller of Public Accounts adopted a rule (34 Tex. Admin. Code § 5.408) designating the Commission as the administrator of the NG9-1-1 Fund.
- November 2021, the Texas Legislature passed Senate Bill 8 (3rd Special Session) ("SB 8"). SB 8 Section 30 appropriates $150 million CSFRF funds to the NG9-1-1 Fund "for the deployment and reliable operation of next generation 9-1-1 service, including equipment and administration costs, during the two-year period beginning on the effective date of this Act from money received by this state from the Coronavirus State Fiscal Recovery Fund."
- April 2022, the Office of the Governor ("OOG") awarded the Commission $150 million in CSFRF funds per SB 8.[1] By the terms of the award, funding of the award is on a reimbursement basis and:
    - CSEC [the Commission] is responsible for ensuring compliance with all federal and state laws and guidance from the United States Department of the Treasury, including, but not limited to, as reflected in the Coronavirus State Fiscal Recovery Fund terms and conditions agreed to by CSEC in eGrants. In addition, to the extent any of these funds are not used, or to the extent another source of funds becomes available, please return these funds to the Office of the Governor.
- May and July 2022, the Commission allocated NG9-1-1 Fund funds to the RPC and approved amending the RPC's strategic plan and Contract for 9-1-1 Service (Fiscal Years 2022-2023).

[1] OOG Notice of Award to the Commission (April 6, 2022).

- May 2023, the 88th Texas Legislature enacted House Bill 3290 Senate Bill 30 ("HB 3290") amending Health and Safety Code § 771.0713 to require all appropriated CSFRF funds be distributed by August 31, 2024, and all money distributed be spent by December 31, 2026.
- June 2023, the 88th Texas Legislature enacted Senate Bill 30 ("SB 30")
- July 2023, the Commission allocated NG9-1-1 Fund funds to the RPC (see Section 9.6 and Attachment A), approved the RPC's strategic plan for FY 2024-2025, and authorized the Commission's Executive Director to execute this Contract.

5b.2 The terms and conditions in the Commission's NG9-1-1 Fund Subrecipient Subaward Grant Contract, as amended, are incorporated by reference into this Contract. Any conflicts between this Contract for 9-1-1 Service and the Subaward Grant Contract are resolved by giving precedence to the Contract for 9-1-1 Service—with the exception of RPC's compliance with federal law and regulations including the Uniform Guidance.

5b.3 Consistent with the Subaward Grant Contract, the RPC must keep current and accurate its NG9-1-1 Fund documents – specifically its Project Plan, Budget Plan, and Compliance Worksheet for each subproject to be funded in whole or in part with federal funds.

5.b.4 Following funding by the Commission of RPC's invoice(s) for allowable next generation core services or NG9-1-1 Equipment, the Commission will request reimbursement in an equal amount from the OOG out of the NG9-1-1 Fund. OOG reimbursements will be deposited into the Commission's General Revenue-Dedicated account(s).

Article 6. Allocation and Use of 9-1-1 Funds

6.1 In accordance with applicable law, the Commission will allocate 9-1-1 funds appropriated to the Commission to the RPC solely for use in carrying out its Commission-approved strategic plan. Funds will be distributed to the RPC quarterly, according to current Commission payment methodology as set forth in Commission policy, unless the RPC is in substantial noncompliance with any applicable law or provision of this Contract. The RPC may utilize the money allocated only for providing 9-1-1 service within the RPC's jurisdiction.

6.2 None of the 9-1-1 funds appropriated to the Commission and allocated to the RPC may be used to replace or fund a reserve for future replacement of 9-1-1 equipment.

6.3 The RPC will assist the Commission in creating a comprehensive statewide 10-year equipment replacement schedule for submittal to the Legislative Budget Board no later than November 1st of each calendar year.

6.4 As provided by Health & Safety Code Section 771.078(d), not more than ten percent (10%) of the money received by the RPC may be used by the RPC for indirect costs. In this subsection, "indirect costs" means costs that are not directly attributable to a single action of the RPC. (Note: In administering this subsection, the Office of the Comptroller is

required to use Federal Office of Management and Budget circulars A-87 and A-122 or any rules relating to the determination of indirect costs adopted under Texas Government Code Chapter 783.)

6.5 As provided by Health & Safety Code Section 771.078(f), upon request from the RPC, the Commission will provide the RPC with documentation and financial records of the amount of money collected in its region or of an amount of money allocated to the RPC in accordance with Health & Safety Code Section 771.078 and this Contract.

Article 7. 9-1-1 Funds Distribution

7.1 Per Health and Safety Code Section 771.078(c), the Commission will make quarterly distributions due under this Contract to the RPC. The initial quarterly distribution made in accordance with the Commission PPS will be made by September 30th of each fiscal year.

7.2 If the RPC's quarterly distribution is depleted before the end of a fiscal quarter, a financial funding request may be submitted by the RPC to the Commission (see Article 8. RPC Funding).

7.3 Notwithstanding initial Advanced Quarterly Funding, reimbursement of expenditures reported by the RPC will be made on a fiscal quarter basis.

7.4 Per Commission PPS the Commission will not disburse any funds under this Contract prior to the receipt of (1) annual submission of the certification of assets and report on the disposition of equipment; and (2) annual certification of interlocal agreements, respectively.

7.5 Any remaining 9-1-1 funds provided by the Commission to the RPC from the prior fiscal year, ending on August 31st, must be returned to the Commission no later than October 30th of the current fiscal year.

Article 8. RPC 9-1-1 Funding

8.1 Notwithstanding the requirements in Article 7, the Commission may distribute, in accordance with Commission PPS, allocated 9-1-1 funds to the RPC upon a showing by the RPC that distribution is necessary to avoid compromising the provisioning of 9-1-1 service or negatively impacting public safety.

8.2 The Commission will consider a situation in which the RPC requires additional funding to sustain the operation of 9-1-1 systems and their administration, as well as to meet contractual obligations as provided for in the RPC's approved strategic plan; and that, without the disbursement of the additional funds, would result in a compromise of the 9-1-1 system or impact public safety and if the 9-1-1 system were terminated due to non-payment of invoices.

8.3 RPC 9-1-1 funds may be disbursed based upon the documented expenditures creating the need. The provision of 9-1-1 funds will be used for specific operational and administrative expenses identified in the supporting documentation provided by the RPC.

8.4 The Commission will review the request for compliance with the current approved strategic plan and applicable law. Upon approval of the request, the Commission will disburse the necessary 9-1-1 funds, not to exceed the total allocated to the RPC in its Commission-approved strategic plan.

8.5 RPC is precluded from making a subaward of any RPC 9-1-1 funds absent Commission approval and an amendment to the Contract incorporating TxGMS Subaward requirements.

Article 8a. Disallowance of Expenditures and Repayment

8a.1 The Commission may disallow expenditures of 9-1-1 funds that do not comply with applicable law. The Commission will communicate any disallowance to the RPC within five working days of Commission action. If an expenditure is disallowed, the RPC must repay the Commission in accordance with this Article and applicable law.

8a.2 The RPC may appeal a decision to disallow expenditures by writing to the Executive Director of the Commission. A review board will make recommendations to the Commission Executive Director for approval, disapproval, or approval with modifications, of monitoring exceptions. The Commission will send the final written determination by the Executive Director to the RPC within 30 calendar days of the decision. The RPC must refund all 9-1-1 funds due after a final determination is made by the Executive Director in accordance with a Commission-approved repayment plan.

8a.3 Following disallowance or a final determination that an RPC's expenditure was disallowed, the RPC must submit to the Commission a proposed repayment plan within 30 days of notification of disallowance or a final determination. The plan must include a proposed repayment schedule and details of the RPC's efforts to recover 9-1-1 funds from its local governments and vendors (see Section 2.3). Repayment of 9-1-1 funds must be completed within a reasonable length of time as approved by the Commission, not to exceed five fiscal years.

8a.4 Upon receipt of the RPC's proposed repayment plan, the plan will be reviewed and approved by the RPC Executive Committee. Upon approval, Commission staff will present the plan and its recommendations to the Commission at its next regularly scheduled open meeting. The Commission may accept or reject any repayment plan proposal. The RPC will be notified of the Commission's action within five working days. In the case of rejection, the RPC must submit a revised repayment plan and this section is repeated until a repayment plan is approved by the Commission.

8a.5 Once the RPC's repayment plan has been approved, Commission staff will monitor the RPC's compliance with the plan through review of the RPC's quarterly Financial Status Reports. Any discrepancies or irregularities will be reported to the Commission and the Commission's internal auditor.

Article 9. Strategic Planning

9.1 In accordance with applicable law, the RPC will develop a strategic plan for the establishment and operation of 9-1-1 service throughout its region. The 9-1-1 service must meet the standards established by the Commission. A strategic plan must describe how 9-1-1 service is to be administered. The RPC's Commission-approved strategic plan, as amended, is incorporated in its entirety herein by reference only.

9.2 The RPC must update its strategic plan at least once during each state fiscal biennium, and must include the following:

(a) a description of how money allocated to the region is to be allocated throughout the region served by the RPC;

(b) projected financial operating information for the two state fiscal years following the submission of the plan;

(c) strategic planning information for the five state fiscal years following submission of the plan; and

(d) a Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the Government Code.

9.3 The RPC must submit a strategic plan, or amendment to its plan, to the Commission for review and approval or disapproval, as required by Health & Safety Code Section 771.056, Commission Rule 251.1. The Commission, consistent with applicable law, must consider the appropriateness of the strategic plan or amendment thereto in satisfying the standards set by the Commission, the cost and effectiveness of the strategic plan or amendment, as well as the appropriateness of the strategic plan or amendment in context with overall statewide 9-1-1 service.

9.4 The Commission will notify the RPC of the approval or disapproval of the strategic plan submission, or amendment to the plan, in accordance with applicable law.

9.5 If the strategic plan or amendment thereto is approved, the Commission will allocate 9-1-1 funds to the RPC in accordance with the terms of this Contract and applicable law.

9.6 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations executed by the parties is incorporated herein as Attachment A Method of Finance, *Recipient 9-1-1 Costs Summary* (the "MOF"), as revised and re-executed as a result of approved amendments to RPC's strategic plan.

Article 10. Reporting Requirements

10.1 Per Health and Safety Code Section 771.078(c), the RPC must submit financial and performance reports regarding 9-1-1 service and administration to the Commission. The RPC must report information in accordance with applicable law, Commission rules, and PPS. The RPC must submit the following information to the Commission, at least once per quarter of each fiscal year:

(a) financial information regarding administrative and program; and,

(b) information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC.

10.2 The RPC is responsible for collecting and reporting efficiency data on the operation of each of the PSAPs within its region. The RPC will submit such information to the Commission at least once per quarter of each fiscal year.

Article 11. Use and Creation of Public Safety Answering Points

11.1 The RPC must comply with the minimum standards and guidelines established by Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, for the use of PSAPs and the creation of PSAPs per Commission PPS.

Article 12. Dispute Resolution

12.1 The dispute resolution process provided for in Government Code Chapter 2260, Subsection F, will be used by the Commission and the RPC to attempt to resolve disputes arising under this Contract. Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the RPC's proposed or approved regional strategic plan, or this Contract.

12.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 12, until they have exhausted the procedures set out in this Article 12.

12.3 At the written request of either party, each party will appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The parties agree to appoint their representatives and hold the first negotiating meeting within 15 calendar days of receipt of the request. The representatives appointed will determine the location, format, frequency, and duration of the negotiations.

12.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to mediation by an administrative law judge employed by the State Office of Administrative Hearings (SOAH) per Government Code Chapter 2009 and Commission Rule 253.4(c).

12.5 Within 45 calendar days after the effective date of this Contract, the Commission agrees to contract with SOAH to mediate any future disputes between the parties described in Article 12.1. Each party agrees to pay one-half the total fee and expenses SOAH charges for conducting a mediation, and the Commission agrees that the RPC's share of the total is an allowable cost reimbursable to the RPC under this Contract.

12.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.

12.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Texas Government Code Section 2260.102.

12.8 Nothing in this Article 12 may be considered as a waiver of sovereign immunity.

Article 13. Miscellaneous Provisions

13.1 The RPC will work with the Commission and local governments to develop, maintain and regularly monitor the operation and the provision of 9-1-1 service and to develop and implement risk assessment processes in accordance with Commission PPS's

13.2 When the RPC becomes aware of the need for additional training or expertise relating to the planning, development, implementation or operation of 9-1-1 service, by the RPC or the local governments in their areas, the RPC must notify the Commission promptly so that all parties may address the need in a timely manner.

13.3 Unless otherwise directed by the Commission, the RPC must arrange for the performance of an annual financial and compliance audit of its financial statements and internal control environment according to the requirements of TxGMS pursuant to Government Code Chapter 783. The RPC is liable to the Commission for any costs disallowed as a result of the audit of its financial statements and internal control environment.

13.4 The RPC will provide, at a minimum, the Commission with all reports and/or information as required by applicable law.

13.5 The RPC will assist and cooperate with the Commission in responding to a public information request or complaint received by the Commission regarding the RPC's providing of 9-1-1 service.

13.6 In the event of a conflict between a provision in this Contract and an adopted Commission rule or policy, present or future, the Commission rule or policy, including PPS, takes precedence.

13.7 This Contract sets forth all of the representations, promises, agreements, conditions, and understandings between the RPC and the Commission relating to the subject matter of the Contract, and supersedes any prior or contemporaneous representations, promises, agreements, conditions, or understandings, whether oral or written, in any way relating to the subject matter hereof.

13.8 Any alterations, additions, or deletions to the terms of this Contract, except as provided via an approved amendment to the RPC's regional strategic plan, must be made by amendment hereto in writing and executed by both parties to this Contract.

Article 14. Uniform Assurances by the RPC

In accordance with Texas Government Code Section 783.005 and TxGMS, the RPC makes the following Uniform Assurances. In the event of a conflict between this Article 14 and another provision in the Contract, the conflict will be resolved by first attempting to reconcile the conflicting provisions and give effect to each, and second by giving this Article 14 precedence.

the Commission

14.1 **Byrd Anti- Lobbying Amendment**. (Applicability: Clause applies to grant contracts or other form of grant agreement and procurement contracts exceeding $100,000 that are financed from federal funds.) RPC certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this Contract. If federal funds are used by RPC to conduct such lobbying activities, RPC will promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), RPC acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

14.2 **Child Support Obligation**. RPC represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly:

> Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

14.3 **Clean Air Act and Federal Water Pollution Control Act**. (Applicability: Clause applies to grant contracts or other form of grant agreements and procurement contracts exceeding $150,000 that are financed from federal funds.) RPC represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

14.4 **Compliance With Laws, Rules, and Requirements**. (Applicability: Clause applies to grant contracts or other form of grant agreements and procurement contracts financed from federal grant funds.) RPC represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, RPC represents and warrants that it will comply with all requirements imposed by the Commission concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to RPC, the more restrictive requirement applies.

14.5 **Contract Oversight**. (Applicability: Clause applies to grant contracts or other form of grant agreements and procurement contracts financed from federal grant funds.) RPC

represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

14.6 **Contract Work Hours and Safety Standards Act**. Applicability: Clause applies to procurement contracts exceeding $100,000 that are financed from federal funds and involve the employment of mechanics or laborers.) RPC represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

14.7 **Cybersecurity Training Program**.

Local Government System: RPC represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

State Contractor: If RPC personnel have access to any state computer system or database, RPC personnel must annually complete cybersecurity training and verify completion of the training program to the Commission pursuant to and in accordance with Section 2054.5192 of the Texas Government Code.

14.8 **Davis-Bacon Act and the Copeland Act**. (Applicability: Clause applies to certain construction contracts financed from federal funds.) RPC represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. §§ 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") and the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874).

14.9 **Debarment and Suspension**. RPC certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

14.10 **Debts and Delinquencies**. RPC acknowledges and agrees that, to the extent RPC owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts RPC is otherwise owed under the Contract may be applied toward any debt RPC owes the State of Texas until the debt is paid in full. These provisions are effective at any time RPC owes any such debt or delinquency.

14.11 **Disaster Recovery Plan**. (Applicability: Clause required for any grant contracts or other form of grant agreements or procurement contract with an entity that has custody of vital state records.)* Upon request of the Commission, and in accordance with 13 Texas Administrative Code § 6.94(a) (9), RPC will provide to the Commission the descriptions of its business continuity and disaster recovery plans.

*"Vital State Record" is defined to mean any state record necessary to: (A) the resumption or continuation of state agency operations in an emergency or disaster; (B) the re-creation of the legal and financial status of the agency; or (C) the protection and fulfillment of obligations to the people of the state.

14.12 **Disclosure of Violations of Federal Criminal Law**. (Applicability: Clause applies to grant contracts or other form of grant agreements financed from federal funds.) RPC represents and warrants its compliance with 2 C.F.R. § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

14.13 **Disclosure of Prior State Employment**. (Applicability: Clause applies to procurement contracts for consulting services under Chapter 2254 of the Texas Government Code.) In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, RPC certifies that it does not employ an individual who has been employed by the Commission or another Texas state agency at any time during the two years preceding submission of a procurement Response or execution of the Contract or, in the alternative, RPC has disclosed to the Commission the following: (i) the nature of the previous employment with the Commission or the other Texas state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination. (Notwithstanding the preceding, the primary purpose of the Parties' Contract or other form of agreement is not for consulting services.)

14.14 **Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations**. RPC represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

14.15 **Discrimination Prohibited**. In accordance with Section 2105.004 of the Texas Government Code, RPC represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

14.16 **Dispute Resolution**. The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

14.17 **Equal Employment Opportunity**. (Applicability: Clause applies only to certain construction contracts financed from federal funds.) RPC hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Contract, RPC agrees as follows:

(1) RPC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. RPC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action must include, but is not limited to, the following:

    Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. RPC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) RPC will, in all solicitations or advertisements for employees placed by or on behalf of RPC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) RPC will not discharge or any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with RPC’s legal duty to furnish information.

(4) RPC will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of RPC’s commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) RPC will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) RPC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of RPC's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and RPC may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) RPC will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. RPC will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. (Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.)

RPC further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if RPC so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

(9) RPC agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

RPC further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive

Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, RPC agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to RPC under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

14.18 **Excluded Parties**. (Applicability: Claus applies as long as Executive Order No. 13224 is in effect.) RPC certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

14.19 **Executive Head of a State Agency Affirmation**. Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, RPC represents that no person who served as an executive of the Commission, in the past four (4) years, was involved with or has any interest in the Contract. If RPC employs or has used the services of a former executive of the Commission, then RPC must provide the following information to the Commission: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with RPC, and the date of employment with RPC.

14.20 **Federal Solid Waste Disposal Act**. (Applicability: Clause applies to certain procurement contracts financed from federal funds.) RPC represents and warrants that it will comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

14.21 **Former the Commission Employees**. (Applicability: Clause applies to procurements and contracts for employment, consulting services, or professional services if appropriated money will be used to make payments under the contract.) In accordance with Section 2252.901 of the Texas Government Code, RPC represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the Commission during the twelve (12) month period immediately prior to the date of execution of the Contract. (Notwithstanding the preceding, the primary purpose of the Parties' Contract or other form of agreement is not for consulting services.)

14.22 **Funding Limitation (Funding Out Clause)**. RPC agrees that nothing in the Contract or other form of agreement will be interpreted to create an obligation or liability of the Commission in excess of the funds delineated in this grant. RPC agrees that funding for this grant is subject to the actual receipt by the Commission of grant funds appropriated to the Commission. RPC agrees that the grant funds, if any, received from the Commission may be limited by the term of each state biennium and by specific

appropriation authority to and the spending authority of the Commission for the purpose of this grant. RPC agrees that notwithstanding any other provision of this grant, if the Commission is not appropriated the funds or if the Commission does not receive the appropriated funds for this grant program, or if the funds appropriated to the Commission for this grant program are required to be reallocated to fund other federal or state programs or purposes, the Commission is not liable to pay RPC any remaining balance on this grant.

14.23 **Governing Law and Venue**. This Contract or other form of agreement is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the Commission.

14.24 **Indemnification (General)**. RPC WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RPC OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE MUST BE COORDINATED BY RPC WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RPC MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RPC AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THE PRECEDING PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE RPC TO INDEMNIFY OR HOLD HARMLESS THE STATE OR AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF AGENCY OR ITS EMPLOYEES.

14.24a **Indemnification (Specific)**. RPC SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RPC OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RPC WITH THE CITY WHEN TEXAS STATE AGENCIES ARE NOT NAMED DEFENDANTS IN ANY LAWSUIT AND WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT.

RPC MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE CITY AND THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RPC AND THE CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THE PRECEDING PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE RPC TO INDEMNIFY OR HOLD HARMLESS THE CITY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF AGENCY OR ITS EMPLOYEES.

For the avoidance of doubt, the Commission will not indemnify RPC or any other entity under the Contract.

14.25 **Law Enforcement the Commission Grant Restriction**. If RPC is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, RPC represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas the Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

14.26 **Legal Authority**. RPC represents that it possesses legal authority to enter into the Contract. A resolution, motion, or similar action has been duly adopted or passed as an official act of RPC's governing body authorizing entering into the Contract (or filing of a procurement Response), including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of RPC to act in connection with the Contract (or a procurement Response) and to provide such additional information as may be required.

14.27 **Limitations on Grants to Units of Local Government**. RPC acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- Sections 2113.012 and 2113.101 of the Texas Government Code.

14.28 **Lobbying Expenditure Restriction**. RPC represents and warrants that the Commission's payments to RPC and RPC's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

14.29 **No Conflicts of Interest (federal)**. (Applicability: Clause applies to grant contracts or other form of grant agreement financed from federal funds.) RPC represents and

warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 C.F.R. § 200.112.

14.30 **No Conflicts of Interest (state)**. RPC represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, RPC represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the Contract, RPC must promptly notify the Commission.

14.31 **No Waiver of Sovereign Immunity**. The Parties expressly agree that no provision of Contract or other form of agreement is in any way intended to constitute a waiver by the Commission or the State of Texas of any immunities from suit or from liability that the Commission or the State of Texas may have by operation of law.

14.32 **Open Meetings**. If RPC is a governmental entity, RPC represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special, or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

14.33 **Political Polling Prohibition**. RPC represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

14.34 **Public Camping Ban**. RPC certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code § 364.003. If RPC is currently being sued under the provisions of Local Government Code § 364.003, or is sued under this section at any point during the duration of this grant, RPC must immediately disclose the lawsuit and its current posture to the Commission.

14.35 **Texas Public Information Act**. RPC understands that the Commission will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with the Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, RPC is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

14.36 **Reporting Compliance**. RPC represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

14.37 **Records Retention (federal)**. RPC represents and warrants its compliance with the records retention requirements of 2 C.F.R. § 200.333. the Commission reserves the right to direct a RPC to retain documents for a longer period of time or transfer certain records to the Commission custody when it is determined the records possess longer term retention value. RPC must include the substance of this clause in all subawards and subcontracts. (Applicability: Clause applies to grant contract or other form of grant agreement financed from federal funds.)

14.38 **Records Retention (state-grant)**. RPC will maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by RPC for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. The Commission reserves the right to direct a RPC to retain documents for a longer period of time or transfer certain records to the Commission custody when it is determined the records possess longer term retention value. RPC must include the substance of this clause in all subawards and subcontracts.

14.39 **Records Retention (state-procurement)**. For the time period specified in Section 441.1855 of the Texas Government Code, RPC will maintain and retain all records relating to the performance of the Contract or other form of agreement including supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable State of Texas requirements. RPC must include the substance of this clause in all subcontracts. (Retention period is currently seven [7] years following the latter of completion or expiration of the Contract or other form of agreement, or issues arising from any litigation, claim, negotiation, audit, open records request, or other action related to the Contract or other form of agreement are resolved.)

14..40 **Remedies for Nonperformance**. (Applicability: Clause applies to procurement contracts exceeding the federal Simplified Acquisition Threshold that are financed from federal funds.) If RPC fails to comply with any requirement of the Contract, the Commission may terminate or cancel all or any part of the Contract, may obtain substitute requested items, may withhold acceptance and payments to RPC, may revoke any prior acceptance, may require RPC to refund amounts paid prior to revocation of acceptance and may pursue all rights and remedies against RPC under the Contract and any applicable law. Remedies for nonperformance may also include suspension or debarment. No provision of the Contract will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the Commission as an agency of the State of Texas or otherwise available to the Commission. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the Contract or otherwise available to the Commission by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

14.41 **Reporting Suspected Fraud and Unlawful Conduct**. RPC represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

14.42 **Rights to Inventions Made Under a Contract or Agreement**. (Applicability: Clause applies to certain grant agreements and procurement contracts financed from federal funds.) RPC represents and warrants that it will comply with the requirements of 37 C.F.R. Part 401 ("Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements") and any implementing regulations issued by the awarding agency, if Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and RPC wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement."

14.43 **State Auditor's Right to Audit**. Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by RPC or any other entity or person directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, RPC or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. RPC must ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards.

14.44 **Termination and Cancellation Circumstances**. (Applicability: Clause applies to procurement contracts exceeding $10,000 that are financed from federal funds.) The Commission reserves the right to terminate the Contract at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days' advance written notice. The Commission reserves the right, in its sole discretion, to terminate the Contract in whole or in part for RPC's material breach, provided that RPC has been given advance written notice specifying the nonperformance and a thirty (30) calendar day period in which to cure the breach.

In the event of Contract termination, RPC must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. Termination or expiration of the Contract does not affect the Commission's right to use previously purchased licensed software through the term of each such license, nor any maintenance or support purchased prior to such termination. In the event of Contract termination, the Commission's sole and maximum obligation will be to pay RPC for previously authorized services completed in accordance with Contract requirements and

performed prior to the effective date of termination. The Commission has no other liability, including no liability for any costs associated with the termination.

The Commission reserves the right to pursue reasonable costs, fees, expenses, and other amounts or damages available to the Commission under the Contract or under applicable law, including, but not limited to, attorneys' fees and court costs, if termination or cancellation is at RPC's request or if the Commission terminates the Contract for cause.

Article 15. Contract Term

This Contract takes effect on September 1, 2023, and terminates on August 31, 2025, unless terminated earlier in accordance with the Commission PPS due to RPC's creation of a Regional Emergency Communication District. For financial and accounting reconciliation purposes, this Contract remains in effect until the earlier of (1) the close-out of fiscal year 2025, including as a result of the Commission-approved request for Use of Revenue; or (2) August 31, 2027, which is two years after the end of fiscal year 2025.

AGREED TO:

Kelli Merriweather _____ 08/29/2023

Kelli Merriweather
Executive Director
Commission on State Emergency Communications
1801 Congress Avenue, Suite 11.100
Austin, Texas 78701

Date

_____ _____

Signature Date

Joseph Neeb

Printed Name

City Manager

City of Laredo

1110 Houston Street

Address

Laredo, Texas 78040

City, State Zip

_____ _____

Signature Date

Juan Rodriguez
Printed Name of RPC Executive Director

South Texas Development Council
Regional Planning the Commission Name

PO Box 2187

_____

_____
Address

Laredo, Texas 78044
City, State Zip

ORDINANCE NO. 2023-R-179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT IN THE AMOUNT OF $5,322,496.00 FROM THE COMMISSION ON STATE EMERGENCY COMMUNICATIONS TO FUND 9-1-1 PROGRAM AND EQUIPMENT BUDGET FOR THE SOUTH TEXAS REGION, INCLUDING JIM HOGG, STARR, WEBB, AND ZAPATA COUNTIES, FOR THE PERIOD BEGINNING SEPTEMBER 1, 2023 THROUGH AUGUST 31, 2025.

WHEREAS, the City of Laredo approved resolution 2003-R-066 requesting that the commission on State Emergency Communications designate the City of Laredo as the administrator for the region's 9-1-1 system.; and

WHEREAS, this grant allows the 9-1-1 administration to administer the 9-1-1 program for the South Texas Region; and;

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

Section 1. The City Council authorizes the City Manager to accept the $5,322,496.00 from the commission on State Emergency Communications which will fund the 9-1-1 program and equipment budget for the South Texas Region, which includes Jim Hogg, Starr, Webb, and Zapata Counties.

Section 2. This grant allocation allows the 9-1-1 Regional Administration to administer the 9-1-1 program for the South Texas Region, including maintaining compliance measures for the eight public safety answering points, maintaining the 9-1-1 Database, equipment replacement, and coordinating 9-1-1 public education efforts.

Section 3. This Resolution is effective immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF_____2023.

_____

DR. VICTOR D. TREVINO
MAYOR

ATTESTED:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council-Regular
Meeting Date: 09/18/2023
Initiated By: Joaquin A. Rodriguez

Staff Source: Parks

SUBJECT

Consideration to authorize the purchase of the following landscaping equipment for the Max Mandel Golf Course from Landscapes Unlimited, LLC, in the amount of $248,975.00:
(2) JD 8700 Fairway Mowers
(1) 7200A Mower
(1) JD ProGator 2020 (gas)
(1) JD Aerocore 800 Aerator
(1) HD 300 Sprayer
(1) JD 1200A Bunker Rake
(3) JD 200E-Cut Hybrid Walk Greens Mowers
(3) JD 200E-Cut Walk Behind Green Mower Trailers
(4) JD TX 4x2 Gators
(1) KB4 Buffalo Turbine Blower
(1) Dakota Model 550 Turf Contractor Dump Box
(1) Ryan Model 54495C 12" JR Sod Cutter
(1) JD 1200H Hydro Rake
(1) Kindot Spiker Attachment
(1) JD 1570
(2) JD 2500B Gas Riding Mower
(1) Thatch Away Supa System
(1) Progressive Pro Flex 120 B Countour Finishing Mower
(2) KB4 Buffalo Turbine Blowers
(1) John Deere 1800 Bunker Rake
(2) John Deere Turf Gators
(2) Toro RM5510D Fairway Mowers

Funding is available in the General Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

Landscapes Unlimited, LLC

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND
N/A

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
N/A

Fiscal Impact

Fiscal Year:	
Bugeted Y/N?:	
Source of Funds:	General Fund
Account #:	101-9810-594.99-19
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Attachments

Invoice Landscapes Unlimited

LANDSCAPES UNLIMITED

INVOICE

Landscapes Unlimited, LLC

c/o Landcapes Fleet Management

1201 Aries Drive
Lincoln, NE 68512
Phone 402-423-6653
Fax 402-423-4487

DATE: 08/30/23
INVOICE NO: 2023.BO

BILL TO:
Max Mandel Municipal Golf Course
Attn: JJ Gomez, Director - Parks and Recreation
27700 FM 1472 Mines Road
Laredo, TX 78045

COURSE NAME: Max Mandel

				Date Due
				September 30, 2023
DESCRIPTION	**QTY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
				$0.00
				$0.00
Max Mandel - Landscapes Fleet Mgmt Equipment Buyout	1.00		$230,000.00	$230,000.00
Program termination effective September 30, 2023				$0.00
				$0.00
See attached equipment listing				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			SUBTOTAL	$230,000.00
			TAX 8.25%	$18,975.00
			TOTAL	$248,975.00

Make all checks payable to **Landscapes Unlimited, LLC** or see attached Wire Payment Instructions.

THANK YOU FOR YOUR BUSINESS!

Landscapes Unlimited, LLC
Listing of Owned Equipment - Max Mandel Fleet Management Program

Asset Description	Equipment Category	Serial #
2015 JD 8700 Fairway Mower	Fairway	1TC870AVJFR20040
2015 JD 8700 Fairway Mower	Fairway	1TC870AVKFR20148
2015 7200A Mower	Rough	1TC720AUJFN020046
2016 JD ProGator 2020 (gas)	Utility	1TC202ATCFT080658
2016 JD Aerocore 800 Aerator	Aerator	1TC800ACLGT110012
2016 HD 300 Sprayer	Sprayer	1TC300GXLGT060071
2016 JD 1200A Bunker Rake	Bunker Rake	1TC1200AEFT230146
2016 JD 200E-Cut Hybrid Walk Greens Mower	Greens	1MO220EAAGM070273
2016 JD 200E-Cut Hybrid Walk Greens Mower	Greens	1MO220EACGM070271
2016 JD 200E-Cut Hybrid Walk Greens Mower	Greens	1MO220EALGM070274
2016 JD 22B Walk Behind Greens Mower Trailer	Greens	1TCO22BXCFT080279
2016 JD 22B Walk Behind Greens Mower Trailer	Greens	1TCO22BXCFVFT08082
2016 JD 22B Walk Behind Greens Mower Trailer	Greens	1TCO22BXKFT080280
JD TX 4x2 Gator	Utility	1MOTURFJCGM111029
JD TX 4x2 Gator	Utility	1MOTURFJJGM111030
JD TX 4x2 Gator	Utility	1MOTURFJKGM111027
JD TX 4x2 Gator	Utility	1MOTURFJLGM111018
2016 KB4 Buffalo Turbine Blower	Blower	26015
Dakota Model 550 Turf Contractor Dump Box	Utility	55001716
2016 Ryan Model 54495C 12" JR Sod Cutter		5449505428
JD 1200H Hydro Rake	Bunker Rake	1TC1200HLLT120056
Kindot Spiker Attachment	Bunker Rake	No Serial #
JD 1570	Rough	1TC1570WHH5040048
JD 2500B Gas Riding Mower	Greens	1TC250BGJLT125154
JD 2500B Gas Riding Mower	Greens	1TC250BGKLT125153
Thatch Away Supa System		No Serial #
Progressive Pro Flex 120 B Contour Finishing Mower	Fairway	20272611B
2021 KB4 Buffalo Turbine Blower	Blower	33551
2021 KB4 Buffalo Turbine Blower	Blower	33527
John Deere 1800 Bunker Rake	Bunker Rake	1TC1200AHNT320300
John Deere Turf Gator	Utility	1M0TURFJKBM070066
John Deere Turf Gator	Utility	1M0TURFJVBM070041
Toro RM5510D Fairway Mower	Fairway	403167179
Toro RM5510D Fairway Mower	Fairway	403167195

Police 48.

City Council-Regular
Meeting Date: 09/18/2023
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Steve E. Landin, Acting Chief of Police

SUBJECT

2023-R-180 Authorizing the City Manager to ratify the submission of a grant application and to accept said grant from K9s4COPs to receive a police service dog to be trained and used by the Laredo Police Department for law enforcement purposes. The police service dog is grant funded and will be at no cost to the City of Laredo.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The K9sCOPS Grant program application is a request for a police service dog that is brought before the Executive Board for consideration. This application process does not guarantee a police service dog will be placed with the organization. K9s4COPs take great care in the selection process to ensure the grant of a police service dog is being placed with an agency that has the financial capability to care for the police service dog and has the experience necessary to utilize this highly trained asset to the greatest extent possible. The police service dogs are strictly for law enforcement use. If granted, this canine will be used to enhance the K9 unit at the Laredo Police Department in the fight against drugs.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Recommends the approval of this resolution.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	N

Source of Funds: N/A
Account #: N/A
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
No financial impact.

Attachments

Grant Award Letter
Grant Agreement Terms and Conditions
Resolution

August 30, 2023

Sergeant George Luna
Laredo Police Department
4712 Maher
Laredo, TX 78041

Dear Sergeant Luna,

On behalf of everyone at K9s4COPs, I am happy to inform you that the Laredo Police Department has been awarded K9 Max- a dual-purpose narcotics and patrol K9 from K9s4COPs.

Please sign and return the enclosed Grant Agreement, Acceptance Letter, W-9, and Agency Contact Form. We are excited to maintain our relationship with the Laredo Police Department and confident that K9 Max will make a positive impact on the city.

Congratulations!

Sincerely,

Kristi K. Schiller
Founding Chairman
K9s4COPs

K9s4COPs Grant Agreement Terms and Conditions

The grants made by K9s4COPs may be discontinued, modified, or withheld, if, in the sole discretion of K9s4COPs such action is necessary to comply with the requirements of the K9s4COPs Grant Terms and Conditions, necessary to comply with federal, state, or local laws, or it is in the best interest of the public safety service dog (aka K9).

This grant and notice of approval are also subject to your performance of the following terms and conditions:

1. Arrangements to select and obtain the K9 from a K9s4COPs approved vendor must be made within 90 (ninety) days of notification of the award, otherwise the recipient forfeits the grant.

2. Report will be submitted to K9s4COPs with the current name of handler and contact information. K9s4COPs needs to be informed in writing, immediately, of any handler changes and, in the interim of hiring a new handler, the K9 needs to stay at an approved K9 boarding facility for a reasonable amount of time. Your agency will be responsible for payment and communication with the boarding facility. The K9 will need to be returned to K9s4COPs if K9 is left longer than 30 (thirty) days at the facility, and there is no plan in place for hiring a new handler.

3. Report will be submitted to K9s4COPs annually, stating the current health of the K9 granted including veterinary records. K9s4COPs needs to be notified, in writing, of imminent retirement. If K9 is retiring due to an unforeseen medical condition, please submit a statement and, if possible, the health report from the K9's veterinarian stating the reason why the K9 needs to be medically retired.

4. Report will be submitted to K9s4COPs quarterly, stating what is being accomplished in the community or school district with the help of the K9 officer granted.

5. Your organization consents that representatives of K9s4COPs may have access to your files and records for the purpose of auditing health verifications, safe vehicle transport and investigations, as it deems necessary with reference to the K9 granted.

6. K9s4COPs may, at its expense, monitor and conduct an evaluation of operations, safe transport retrofitted with a proactive environmental and temperature management and alarm system.

7. Granted public safety service K9 may not be bred.

8. K9 shall not have additional odors imprinted, nor shall a single purpose detection K9 be trained to conduct patrol/apprehension work without written consent from K9s4COPs.

9. Your organization shall immediately give written notice to K9s4COPs if your organization ceases to be a government entity or if the purpose and mission of your organization substantially changes.

10. By making this grant, K9s4COPs assumes no financial or legal obligation to provide future or continuing support to your organization.

11. Your organization agrees to release K9s4COPs, Inc. and its employees, officers, directors, agents, representatives and volunteers from all claims and liability arising out of or in connection with the activities to be undertaken by the K9 for the benefit of your organization.

12. Your organization agrees to support K9s4COPs by promoting the organization's sticker on the K9 vehicle.

13. If K9s4COPs wishes to issue a press release announcing the grant, a copy of the proposed release will be submitted to your organization prior to the release. K9s4COPs must approve any press release originating from your agency. In addition, your agency agrees to tag and promote K9s4COPs in any press releases or social media posts about your granted K9. Please tag @K9s4COPs or @K9s4KIDs (for school K9s). Photos may be sent to media@K9s4COPs.org.

14. K9 granted shall be returned to K9s4COPs under the following circumstances:

    a. In the event that your organization ceases to be a government entity or substantially changes its purpose and mission.

    b. If your organization fails to comply with any portion of the conditions here within agreed upon, K9 granted shall be returned to K9s4COPs.

The foregoing terms and conditions are intended to help us satisfy the requirements of the Tax Reform and Relief Act of 1969. Revision of these terms may be necessitated from time to time to meet the requirements of the Internal Revenue Code, regulations or tax rulings, or other requirements of law.

_____
Signature

_____
Name

_____
Title

_____
Name of Organization

RESOLUTION #2023-R-180

AUTHORIZING THE CITY MANAGER TO RATIFY THE SUBMISSION OF A GRANT APPLICATION AND TO ACCEPT SAID GRANT FROM K9s4COPS TO RECEIVE A POLICE SERVICE DOG TO BE TRAINED AND USED BY THE LAREDO POLICE DEPARTMENT FOR LAW ENFORCEMENT PURPOSES. THE POLICE SERVICE DOG IS GRANT FUNDED AND WILL BE AT NO COST TO THE CITY OF LAREDO.

Whereas**,** the Laredo Police Department submitted an application to K9s4COPs to request a police service dog to be trained and used by the Laredo Police Department for law enforcement purposes; and

Whereas, the grant is at no cost to the city; and

Whereas, the Laredo Police Department will assume full responsibility for the care and custody of the police service dog; and

Whereas, the Chief of Police recommends the authorization to accept grant for the police service dog from K9s4COPs to enhance the Laredo Police Department K9 section.

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

SECTION 1: Authorizing the City Manager to ratify the submission of a grant application and to accept said grant from K9s4COPs to receive a police service dog to be trained and used by the Laredo Police Department for law enforcement purposes. The police service dog is grant funded and will be at no cost to the City of Laredo.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2023.

_____
DR. VICTOR TREVIÑO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

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

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

Tax 49.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Dora A. Maldonado, RTA, CPM, Tax Assessor-Collector

SUBJECT

Consideration to nominate a Council Member/Person as the City of Laredo's candidate to the Webb County Appraisal District Board of Directors for the 2024-2025 Year Term as per Section 6.03 of the Texas Property Tax Code.

VENDOR INFORMATION FOR COMMITTEE AGENDA

Not Applicable.

PREVIOUS COUNCIL ACTION

On November 1, 2021, City Council approved RESOLUTION 2021-R-247 casting 1006 votes for Council Member Vanessa Perez to serve as the City of Laredo's candidate to the Webb County Appraisal District Board of Directors for the 2022-2023 Term.

BACKGROUND

Every odd numbered year, the Chief Appraiser of the Appraisal District must submit the total number of votes to each taxing unit eligible to vote for the Board of Directors. By October 15, 2023, the City Council must nominate and deliver to the Chief Appraiser the names of those persons nominated. This year, the City is entitled to 950 votes that may be used to elect one to five candidates. The number of votes is determined by the percentage of the City's 2022 tax levy in relation to all other tax levies within the Webb County Appraisal District. The Property Tax Code allows the City to nominate one person per position up to a total of five. Each person will be placed on the ballot. Before December 15, 2023, the council must cast its 950 votes in any manner it wishes for those individuals listed on the ballot provided by the Chief Appraiser. The board members will oversee the operations of the Webb County Appraisal District.

Voting Entitlement for Taxing Units is as follows:

ENTITY	2022 TAX LEVY	PERCENTAGE OF VOTING ENTITLEMENT	NUMBER OF VOTES (1)
Webb County	$109,934,445	19.626%	981

United ISD	$244,081,260	43.575%	2,179
City of Laredo	$106,422,701	18.999%	950
Laredo ISD	$39,265,064	7.010%	350
Webb ISD	$8,844,646	1.579%	79
City of Rio Bravo	$441,117	0.079%	4
City of El Cenizo	$306,005	0.055%	3
Laredo College (2)	$50,843,493	9.077%	454
TOTAL TAX LEVY	$560,138,731	100%	5,000

COMMITTEE RECOMMENDATION

Not Applicable.

STAFF RECOMMENDATION

Approve motion to nominate the City's candidate for Webb County Appraisal District Board of Directors for the 2024-2025 Year Term.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

There will be no financial impact to the City.

Attachments

2023 Election of Board of Directors Notice

WEBB COUNTY APPRAISAL DISTRICT
3302 CLARK BOULEVARD
LAREDO, TEXAS 78043-3346
PHONE: (956)718-4091 FAX: (956)718-4052

August 31, 2023

Ms. Dora Maldonado, Tax Assessor & Collector
City of Laredo
1102 Bob Bullock Loop
Laredo, Texas 78043

Re: **2023 ELECTION OF BOARD OF DIRECTORS**
VOTES, NOMINATIONS AND CALENDAR OF EVENTS

Dear Ms. Maldonado:

October 1, 2023, marks the beginning date for the election of the Webb County Appraisal District's Board of Directors for the 2024-2025 year term. **There are five (5) director positions to be filled.** The candidates elected will serve a two (2) year term beginning January 1, 2024. Section 6.03 of the Texas Property Tax Code establishes the selection process for Appraisal District Directors. The process starts October 1st, and the election will be concluded by December 31st.

VOTING TAXING UNITS

Directors are nominated and selected by the governing bodies of voting taxing units in the Appraisal District. Voting taxing units include the County, Cities, Junior College Districts, and the School Districts that participate in the Appraisal District. Each participating taxing unit entitled to vote may submit a nominee for filling each position before October 15th. Other special districts such as hospital districts, drainage districts, and rural fire prevention districts are not eligible to participate in the nomination and election process.

DIRECTOR'S ELIGIBILITY

To be eligible to serve on the Board of Directors, an individual must have resided in Webb County for at least two (2) years immediately preceding the date the individual takes office. Members of the general public and the governing body or elected officials of a taxing unit can serve as directors. This residency requirement does not apply to the County Tax Collector and Assessor serving as a nonvoting director.

However, an employee of a taxing unit is not eligible to serve on the Board of Directors unless that individual is a member of the governing body or an elected official of a participating taxing unit. Furthermore, elected Board members must not owe delinquent taxes on their property within Webb County. They cannot be related within the second degree of consanguinity (blood) or affinity (marriage) to an appraiser who appraises property or a person who represents property owners for compensation for use in a proceeding under the Property Tax Code. Additionally, an individual is not eligible to be appointed to or serve on the board of directors if an individual has a substantial interest in a business entity that is a party to a contract with the Webb County Appraisal District.

VOTING ENTITLEMENT

The voting entitlement of the voting taxing units is based on the percentage share of a unit's tax levy with respect to the overall tax levy for the year 2022 for all taxing units entitled to vote. The enclosed **"Voting Entitlement Schedule"** identifies the number of votes for each taxing unit. **Please note your voting entitlement for the election process**.

NOMINATIONS

Before October 15th, each taxing unit entitled to vote may nominate one candidate for each position to be filled on the Board of Directors by resolution adopted by its governing body. The presiding officer of the governing body for the unit shall submit the **names and addresses** of the units' nominees to the Chief Appraiser by the deadline. **Please note that you may nominate 1 to 5 candidates by the October 15th deadline.**

PLANNING CALENDAR

In an attempt to better serve your jurisdiction, a **"Planning Calendar"** with important dates and events in the election process is enclosed for your reference and action. For your convenience, the **calendar also provides a section to enter your anticipated date of completion**.

NEXT STEP

The Chief Appraiser has completed his voting entitlement notification with this letter. **Your first step is to proceed with your candidate nomination(s) for submission, by resolution, to the Chief Appraiser before October 15th**.

Thank you for the opportunity to assist your jurisdiction in this Board selection process. Please be advised that I will be available to your governing body and administration if my assistance or any presentation to your agency is desired. Please call if you have any questions.

Sincerely,

Bobby Peregoy
Chief Appraiser

WEBB COUNTY APPRAISAL DISTRICT
3302 CLARK BOULEVARD
LAREDO, TEXAS 78043-3346
PHONE: (956)718-4091 FAX: (956)718-3041

2023 BOARD OF DIRECTORS ELECTIONS
PLANNING CALENDAR

DATE	STATUS	EVENT
Before October 1st	**COMPLETED 8/31/2023**	Chief Appraiser shall calculate and deliver written notice of voting entitlement to each taxing unit entitled to vote on Appraisal District Director positions.
Before October 15th	_____	Each taxing unit entitled to vote may nominate **by resolution** adopted by its governing body one candidate for each positions to be filled on the Appraisal District Board of Directors. **You may nominate up to 5 candidates.** Resolution must be submitted to the Chief Appraiser by the deadline.
Before October 30th	_____	Chief Appraiser shall prepare a ballot listing the candidates alphabetically whose names were timely submitted and deliver it to the presiding officer of the governing body of each taxing unit.
Before December 15th	_____	The governing body of each taxing unit entitled to vote shall select its candidate(s) and cast its votes **by resolution** and submit it to the Chief Appraiser by the deadline.
Before December 31st	_____	The Chief Appraiser shall count the votes, declare the five candidates and submit the results to the governing body of each taxing unit and to the candidates. **The Chief Appraiser shall resolve a tie vote by any method of chance**

WEBB COUNTY APPRAISAL DISTRICT
2023 BOARD OF DIRECTOR'S ELECTION

VOTING ENTITLEMENTS FOR TAXING UNITS

ENTITY	2022 TAX LEVY	PERCENTAGE OF VOTING ENTITLEMENT	NUMBER OF VOTES (1)
Webb County	$109,934,445	19.626%	981
United ISD	$244,081,260	43.575%	2179
City of Laredo	$106,422,701	18.999%	950
Laredo ISD	$39,265,064	7.010%	350
Webb CISD	$8,844,646	1.579%	79
City of Rio Bravo	$441,117	0.079%	4
City of El Cenizo	$306,005	0.055%	3
Laredo College (2)	$50,843,493	9.077%	454
TOTAL TAX LEVY	$560,138,731	100%	5000

(1) Voting Entitlements for the Taxing Entities for electing five members to the Webb County Appraisal District Board of Directors.
(2) Effective June 14, 2013 Junior College Districts were allowed to particpate in the election process.

Tax 50.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Dora A. Maldonado, RTA, CPM, Tax Assessor-Collector

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SUBJECT

Motion to approve tax roll adjustments for the month of August 2023. The amounts adjusted represent a decrease of $25,843.18 for prior year taxes and a decrease of $23,717.83 for current year taxes. The aggregate adjustment represents a decrease of $49,561.01. These adjustments are determined by value changes reported by the Webb County Appraisal District.

VENDOR INFORMATION FOR COMMITTEE AGENDA

Not Applicable.

PREVIOUS COUNCIL ACTION

Approves tax roll each year.

BACKGROUND

Under Section 26.09(e), Calculation of Tax, of the Texas Property Tax Code, "The Assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amount of tax entered as approved by the governing body constitutes the unit's tax roll." It was the recommendation of the City Attorney and the Tax Collections Attorney that adjustments be approved each month in addition to the tax roll being accepted with adjustments.

COMMITTEE RECOMMENDATION

Not Applicable.

STAFF RECOMMENDATION

Approve motion.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
For the month of August 2023, tax revenues decreased by $49,561.01.

Attachments

Tax Adjustment Report

YR/ROLL/PD	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
02 R 1	.00	.00	.00	8675.49-	.00	.00	.00	.00
02 TOTALS	.00	.00	.00	8675.49-	.00	.00	.00	.00
18 R 1	.00	.00	.00	76.08-	76.08	.00	76.08	76.08-
18 TOTALS	.00	.00	.00	76.08-	76.08	.00	76.08	76.08-
19 R 1	.00	.00	.00	279.90-	229.91	.00	329.89	279.90-
19 TOTALS	.00	.00	.00	279.90-	229.91	.00	329.89	279.90-
20 R 1	564.39	.00	.00	633.45-	271.10	.00	995.80	799.72-
20 TOTALS	564.39	.00	.00	633.45-	271.10	.00	995.80	799.72-
21 R 1	6764.30	.00	.00	23506.95-	16991.87	.00	28036.93	28066.24-
21 TOTALS	6764.30	.00	.00	23506.95-	16991.87	.00	28036.93	28066.24-
22 R 1	13441.75	.00	463.69	37159.58-	25763.46	.00	46690.30	46907.06-
22 TOTALS	13441.75	.00	463.69	37159.58-	25763.46	.00	46690.30	46907.06-
TOTALS	20770.44	.00	463.69	70331.45-	43332.42	.00	76129.00	76129.00-

Tax Adjustments August 2023

	Prior Years Tax Year 2021 and Prior	Current Year Tax Year 2022	Total
+BASE	7,328.69	$ 13,441.75	$ 20,770.44
-BASE	(33,171.87)	$ (37,159.58)	$ (70,331.45)
Total	**(25,843.18)**	**$ (23,717.83)**	**$ (49,561.01)**

		PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
		<--------	TRANSACTIONS THIS PERIOD	--------	>		
	BASE TAX BILLED	1739,531,464.19		14,976.16	64,537.17-	49,561.01-	1739,481,903.18
-	BASE TAX PAID	1733,308,978.41	365,120.09	2.74	42,184.80-	42,182.06-	1733,631,916.44
-	BASE PAID FROM DEFERRED						
+/-	ADJUSTMENTS TO UNPAID TAX	2,734.03-					2,734.03-
=	OUTSTANDING BASE TAX	6,219,751.75					5,847,252.71
	CHARGES LEVIED						
-	CHARGES PAID						
+/-	ADJUSTMENTS TO UNPAID CHARGES						
=	OUTSTANDING CHARGES						
OTHER PAID:							
	PENALTY	26,073,136.89	39,044.02	16	22.40-	22.24-	26,112,158.67
	INTEREST	10,535,162.64	35,468.07	2.90-	22.21	19.31	10,570,650.02
	COLLECTION FEE	14,007,202.02	57,419.61		87.59-	87.59-	14,064,534.04
	DISCOUNT						
	UNAPPLIED	145,174.85	49,602.01	81.12-	1,442.41-	1,523.53-	193,253.33
	DEFERRED						
	TOTAL PAID	1784,069,654.81	546,653.80	81.12-	43,714.99-	43,796.11-	1784,572,512.50

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Steve E. Landin, Assistant City Manager/Acting Chief of Police

Staff Source: Roberto F. Pena, Interim Traffic Safety Department Director, Mark DeMay, Finance Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to authorize the purchase of one 2023 Chevrolet 4500 Regular Cab Flat Bed Truck from Lake Country Chevrolet, Jasper, Texas in the amount of $68,522.75 through the TIPS Cooperative Purchasing Program's contract pricing. This truck is a new unit for the Traffic Safety Signs/Markings Division. Funding is available in the 2021A Certificate of Obligations Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Authorized participation in the TIPS Cooperative Purchasing Program.

BACKGROUND

This Chevrolet Silverado Truck will be purchased from Lake Country Chevrolet utilizing the TIPS cooperative purchasing program contract pricing. The estimated delivery time is between thirty (30) and sixty (60) days after receipt of order.

Lake Country Chevrolet
TIPS Contract 210907

Description	Quantity	Unit Price	Ext. Total	Comments
2022 Chevrolet 4500 Regular Cab Flat Bed Truck	1	$68,522.75	$68,522.75	New Unit For Department

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	474-2610-525-9004
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the 2021A Certificate of Obligations Fund. Project ID TP2002

Attachments

TIPS Contract 210907

PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF LAREDO
Contact: RON MILLER
Email:
Product Description: CHEVROLET SILVERADO 4500

Prepared by: GLEN ANGELLE
Phone: 409-880-9191
Email: gangelle.cowboyfleet@gmail.com
Date: 8-25-23

A. **Bid Item:**

A. Base Price: $ 39,922.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
		$ -			
	WHEELBASE 189" 108"CA	$ 350.00		6.6 DURAMAX DIESEL	
	REAR SUSPENTION 13500LBS	$ 25.00			$ 495.00
	SILVERADO 5500 HD MD	$ 2,255.00			
	CHEVROLET INFOTAINMENT SYSTEM	$ 275.00			
	REAR AXLE 15500LB	$ 775.00			
	TRANSMITION 6-SPD	$ 290.00			
	EXHAUST SYSTEM REAR EXIT	$ 50.00			
	POWER TAKE OFF	$ 280.00			

Total of B. Published Options: $ 4,795.00

Published Option Discount (5%) $ (210.75)

C. **Unpublished Options** $= 51.8 %

Description	Bid Price	Options	Bid Price
2024 GVWR 5500 UPGRADE	$ 13,013.00	EXTERIOR- WHITE	
BEDROCK 14' 108CA FLATBED	$ 7,428.00	INTERIOR- VINYL	
2 4FT. UNDERBODY BOXES	$ 1,328.00		
CLASS V HITCH W/7WAY	$ 987.00		
MUDFLAPS/BRACKETS	$ 228.00	UNIT ON THE GROUND***	
CAMERA RELOCATION	$ 175.00		

Total of C. Unpublished Options: $ 23,159.00

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ 350.00

F. **Contract Price Adjustment:**

G. **Additional Delivery Charge:** 290 miles $ 507.50

H. **Subtotal:** $ 68,522.75

I. **Quantity Ordered** 1 x H = $ 68,522.75

J. **Trade in:** $ -

K. **Total Purchase Price** $ 68,522.75



THE INTERLOCAL PURCHASING SYSTEM

"PURCHASING MADE PERSONAL"



SILSBEE FLEET GROUP

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER
ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT.

Notice:
Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

TIPS Purchase Order Procedure here

OVERVIEW | DUE DILIGENCE | CONTACTS | PRINT PROFILE

Print

VENDOR	Silsbee Fleet (4 locations) 1.Silsbee Ford 2.Silsbee Toyota 3.Lake Country Chevrolet 4.Donalson CDJR, LLC
	1211 US HIGHWAY 96 N. SILSBEE TEXAS,77656
WEBSITE	silsbeefleet.com
SERVICE/PRODUCTS DESCRIPTION	SILSBEE FLEET (SILSBEE TOYOTA)

CONTRACT: **210907** **Automobiles**
End Date: Nov-30-2024 EDGAR COMPLIANCE: View Doc.

Copyright 2005-2021 The Interlocal Purchasing System | Lead agency Region 8 ESC

TIPS VENDOR AGREEMENT

Between LAKE COUNTRY CHEVROLET **and**

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 210907 Automobiles

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight
All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions
All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support
The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements
Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status
Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements
No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.

- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals
The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation
Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial "three-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus three years.
Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.
Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.
No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments
The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices
Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments
The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing
Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor
The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor
Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity
The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death),

property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax
By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous
The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation
If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only
TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures
Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from

the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing
Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements
The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause
All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations
It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights
Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective

date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement
TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement
Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements
If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation
The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES
THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS
Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	$1,000,000 each Occurrence/ Aggregate
Automobile Liability	$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS

Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

TIPS REP 210907 AUTOMOBILES

Company Name LAKE COUNTRY CHEVROLET

Address 1211 US HIGHWAY 96 NORTH

City SILSBEE State TX Zip 77656

Phone 512.4361313 Fax

Email of Authorized Representative SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Name of Authorized Representative SETH GAMBLIN

Title SALES

Signature of Authorized Representative SETH GAMBLIN

Date 10/15/2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature David Wayne Fitts

Approved by ESC Region 8 David Wayne Fitts

Date 10/29/2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



210907 Addendum 2
LAKE COUNTRY CHEVROLET INC
Supplier Response

Event Information

Number: 210907 Addendum 2
Title: Automobiles
Type: Request for Proposal
Issue Date: 9/2/2021
Deadline: 10/19/2021 03:00 PM (CT)
Notes: **If you already hold a contract that allows you to sell all your offerings, there may be no need to respond to this RFP.**
This may include new cars, trucks, vans, buses (other than school buses as defined by the USDOT or applicable state law, whichever is most restrictive), SUVs, ATVs, UTVs, motorcycles and parts and accessories and service.
Any type of motorized vehicle on or off road. New or used. New vehicles are priced at a minimum discount from Manufacturer's list price. Used vehicles must be priced based on your proposed coefficient or percentage of the book relative price against a published used vehicle pricing service that you select and agree to document. Example Blue book, Black book, NADA, etc. or other catalog that meets the definition of "catalog" published in the RFP. See additional information in the specifications.

Contact Information

Address: Region 8 Education Service Center

4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

LAKE COUNTRY CHEVROLET INC Information

Contact: SETH GAMBLIN
Address: 2152 N WHEELER
JASPER, TX 75951
Phone: (512) 436-1313
Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

By submitting your response, you certify that you are authorized to represent and bind your company.

SETH GAMBLIN
Signature

SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Email

Submitted at 10/18/2021 3:59:58 PM

Supplier Note

THANK YOU!

Requested Attachments

Agreement Signature Form

210907 Agreement Signature Form LAKE COUNTRY.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

210907 Pricing Form 2 (1) LAKE COUNTRY.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

210907 Reference_Form LAKE COUNTRY.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at https://www.tips-usa.com/assets/documents/docs/CIQ.pdf.

Proposed Goods and Services Marketing statement Silsbee Fleet COMPANY SUMMARY.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL *No response*

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty *No response*

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement 210907 Vendor Agreement LAKE COUNTRY.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1 210907 Pricing Form 1 (2) LAKE COUNTRY.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Supplementary *No response*

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks *No response*

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION *No response*

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL *No response*

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form 210907 CONFIDENTIALITY CLAIM FORM (1) LAKE COUNTRY.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form lake county w9.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

1 **Yes - No**

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

NO

2 **Yes - No**

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/.

Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

No

3 **Yes - No**

The Vendor can provide services and/or products to all 50 US States?

Yes

4 **States Served:**

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

No response

5 **Company and/or Product Description:**

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

SILSBEE FLEET (LAKE COUNTRY CHEVROLET) VEHICLES

6 **Primary Contact Name**

Primary Contact Name

SETH GAMBLIN

7 **Primary Contact Title**

Primary Contact Title

FLEET SALES

8 **Primary Contact Email**

Primary Contact Email

SGAMBLIN.SILSBEEFLEET@GMAIL.COM

9 **Primary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

5124361313

10 **Primary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

-2

11 **Primary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

12 **Secondary Contact Name**

Secondary Contact Name

SETH GAMBLIN

13 **Secondary Contact Title**

Secondary Contact Title

FLEET SALES

14 **Secondary Contact Email**

Secondary Contact Email

SGAMBLIN.SILSBEEFLEET@GMAIL.COM

15 **Secondary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

5124361313

16 **Secondary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

17 **Secondary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

18 **Admin Fee Contact Name**

Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

SETH GAMBLIN

19 **Admin Fee Contact Email**

Admin Fee Contact Email

SGAMBLIN.SILSBEEFLEET@GMAIL.COM

20 **Admin Fee Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

5124361313

21 **Purchase Order Contact Name**

Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.

SETH GAMBLIN

22 **Purchase Order Contact Email**

Purchase Order Contact Email

SGAMBLIN.SILSBEEFLEET@GMAIL.COM

23 **Purchase Order Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

5124361313

24 **Company Website**

Company Website (Format - www.company.com)

No response

25 **Entity D/B/A's and Assumed Names**

Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

1211 US HIGHWAY 96 N

27 **Primary Address City**

Primary Address City

SILSBEE

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TEXAS

29 **Primary Address Zip**

Primary Address Zip

77656

30 **Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

AUTOMOBILES, VEHILCE, TRUCK, CAR

31 **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

32 **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

Yes

33 **Company Residence (City)**

Vendor's principal place of business is in the city of?

SILSBEE

34 **Company Residence (State)**

Vendor's principal place of business is in the state of?

TEXAS

35 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a ***MINIMUM*** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS ***MINIMUM*** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the ***MINIMUM*** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

0%

36 **MINIMUM Discount Term**

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

YES

37 **Catalog or list pricing of vendor**

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

A. is regularly maintained by the manufacturer or Vendor of an item; and
B. is either published or otherwise available for inspection by a customer during the purchase process;
C. to which the minimum discount proposed by the proposing Vendor may be applied.

Yes

38 **TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

39 **Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

Agreed

40 **Additional Discounts?**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

Yes

41 **Years in Business as Proposing Company**

Years in business as proposing company?

18

42 **Resellers:**

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

No

43 **Right of Refusal**

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

44 **NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;

2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;

3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

45 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

No

46 **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No

47 **Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

48 **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

No response

49 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

50 **Suspension or Debarment Instructions**

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

51 **Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

52 **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)
email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

☑ Yes, I certify (Yes)

53 **2 CFR PART 200 Contract Provisions Explanation**

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

54 **2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

55 **2 CFR PART 200 Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

56 **2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

57 **2 CFR PART 200 Byrd Anti-Lobbying Amendment**

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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

Yes

58 **2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

Yes

59 **2 CFR PART 200 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with
maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

60 **2 CFR PART 200 Rights to Inventions**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

Yes

61 **2 CFR PART 200 Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

Yes

62 **2 CFR PART 200 Ban on Foreign Telecommunications**

Federal grant funds may not be used to purchase 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. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and 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).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

Yes

63	**Certification Regarding Lobbying** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. I HAVE NOT Lobbied per above
64	**If you answered "I HAVE lobbied" to the above Attribute Question** If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.
65	**Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement. NO

66 **ONLY IF YES TO THE PREVIOUS QUESTION OR If you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,
do you agree to comply with the following federal requirements?
Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

No response

67 **Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from
indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as
ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for
any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently
performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on
behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in
the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to
indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated
damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified
with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree
to these terms?

☑ Yes, I Agree (Yes)

68 **Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue
and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution
of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived
under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any
issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a
prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee
equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and
will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if
signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

69 **Remedies Explanation of No Answer**

No response

70 **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

Agreed

71 **Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

Agreed

72 **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

73 **Infringement(s) Explanation of No Answer**

No response

74 **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

☑ Yes, I Agree (Yes)

75 **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

☑ Yes, I Agree (Yes)

76

Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: http://www.statutes.legis.state.tx.us/

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

77

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

78 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

79 **Texas Government Code 2270 & 2271 Verification Form**

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

I swear and affirm that the above is true and correct.

YES

80 **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

81 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

82 **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

83 **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

Yes

84 **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

85 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

86 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

87 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form
This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.
Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

88 **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

89 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

90 **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.
Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

Agreed

91 Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

Agreed

92 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

Agreed

93 Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

94 Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

95 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." *See* Tex. Gov't Code § 809.001(1).

96 **CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. *See* Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." *See* Tex. Gov't Code § 2274.001(3) of SB 19.

97 **CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." *See* Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

References **TIPS RFP 210907 AUTOMOBILES**

LAKE COUNTRY CHEVROLET

DO NOT HANDWRITE REFERENCES AND DO NOT CONVERT EXCEL SHEET TO ANY OTHER FORMAT.

ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT.

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required.
DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	**VALID TYPED EMAIL IS REQUIRED**	Phone
TEXAS PARKS AND WILDLIFE	JOHN WYATT	JOHN.WYATT@TPWD.TEXAS.GOV	512.389.4964
HARRIS COUNTY	SYD SEXTON	SYD.SEXTON@HARRIS.CO.TX.GOV	713.755.5362
FORD MOTOR COMPANY	CRAIG FETTY	CRAIG.FETTY@FORD.COM	303.522.5753

TIPS RFP # 210907

Required Confidential Information Status Form

LAKE COUNTRY CHEVROLET

Name of company

SETH GAMBLIN, FLEET SALES

Printed Name and Title of authorized company officer declaring below the confidential status of material

1211 US HIGHWAY 96 N	SILSBEE	TX	77656	512.436.1313
Address	**City**	**State**	**ZIP**	**Phone**

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and *DO NOT* desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OT TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF 0 PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

OR

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature SETHGAMBLIN Date 10/18/21

The Interlocal Purchasing System
Purchasing Made Personal

Printed 21 July 2023

silsbeefleet.com

Silsbee Fleet (4 locations) 1.Silsbee Ford 2.Silsbee Toyota 3.

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

PAYMENT TO		TIPS CONTACT	
ADDRESS	1211 US HIGHWAY 96 N.	NAME	Charlie Martin
CITY	SILSBEE	PHONE	(866) 839-8477
STATE	TEXAS	FAX	(866) 839-8472
ZIP	77656	EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N **HUB: N**

SERVING STATES
AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

Overview

SILSBEE FLEET (SILSBEE TOYOTA)

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
210907	Automobiles	11/30/2024	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

210907			
SETH GAMBLIN	FLEET SALES	(512) 436-1313	SGAMBLIN.SILSBEEFLEET@GMAIL.
SETH GAMBLIN	FLEET SALES	(512) 436-1313	SGAMBLIN.SILSBEEFLEET@GMAIL.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Steve E. Landin, Assistant City Manager/Acting Chief of Police

Staff Source: Arturo Garcia, Jr., P.E.-Utilities Director

SUBJECT

Authorizing City Manager to approve amendment No. 1 to Top Site Civil Group, LLC of Laredo, Texas, a professional engineering services contract, in the amount of $30,000.00 for the 24-inch Waterline - Loop 20 Airport to Bustamante project. The revised contract amount with the amendment is $490,000.00. Funding is available in the 2020A Water Revenue Bond.

PREVIOUS COUNCIL ACTION

On June 6, 2022, City Council approved the award of a professional engineering services contract in the amount of $460,000.00 to Top Site Civil Group, LLC.

BACKGROUND

This amendment is necessary to include additional design services needed for a proposed 16-inch waterline extension along Casa Blanca Road to connect the proposed 24-inch transmission main with the existing 16-inch main along East Saunders Street. This connection will supply additional water to the existing 16-inch main.

	Amount ($)
Original Contract	$430,000.00
Amendment No 1	$30,000.00
Total Contract Amount	$490,000.00

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of Motion

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	2020A Water Revenue Bond

Account #: 557-9877-535-9301

Change Order: Exceeds 25% Y/N: No

FINANCIAL IMPACT:

Funding is available in the 2020A Water Revenue Bond account No. 557-9877-535-9301. Project ID: WP 2201

Attachments

Amendment Contract

PROFESSIONAL SERVICES CONTRACT AMENDMENT

STATE OF TEXAS **Agenda Date:** _____

COUNTY OF WEBB

CITY OF LAREDO

This amendment will add additional scope and fee to the original contract. The attachments A, B & C will be amended as attached.

IN WITNESS WHEREOF, the City of Laredo has lawfully caused those presents to be executed by the hand of the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Secretary, and this Consultant, acting by the hand of Jorge A. Martinez, P.E. Thereunto authorized President does now sign executed and deliver this document.

DONE AT LAREDO, TEXAS, on this ____ day of _____

ATTEST

_____
Jose A. Valdez, JR.
Date: _____

TOP SITE CIVIL GROUP, LLC

Ricardo M. Villarreal
_____
Ricardo M. Villarreal, P.E., R.P.L.S.
Partner
Date: June 13, 2023

CITY OF LAREDO

_____
Arturo Garcia, P.E.,
Utilities Director
Date: _____

_____
Joseph Neeb
City Manager
Date: _____

ATTEST:

_____
Jose A. Valdez, Jr.
City Secretary
Date: _____

Approved as to Form:

_____
Doanh “Zone” T. Nguyen
City Attorney
Date: _____

ATTACHMENT "A"

Project: Provide engineering and surveying services for the design of a 2.8 mile 24" waterline extending from an existing 24" waterline near the intersection of Maher Ave. and Bustamante Street, extending east within the Right of Way limits of Bustamante Street, crossing within the southern and eastern limits of the City of Laredo International Airport, continuing north along the westerly Right of Way of Loop 20(Hwy 59) and connecting to an existing 24" transmission waterline near the Diamond Distribution Logistic Facility.

Provide engineering services for the design of a 1,050 foot 24" waterline extending from the intersection of Lake Casa Blanca Road and Hwy. 59, from the connection at a 16" waterline along Hwy. 59 then north along the side of the road to tie into the 24" waterline above within the Airport Property and installing proper pressure reducing valves for the system.

Surveying Phase

- Set and establish horizontal /vertical control for the project based on Texas Coordinate System NAD 83, NAVD 88 Datum, South Zone (US Survey Feet). Set two primary control points within project limits.
- Locate and survey existing visible utilities, gas, telephone, cable, water, sanitary sewer manholes, storm sewer inlets, valves, power poles as marked by the Texas 811 One-Call system within project park limits.
- Locate existing TxDOT right of way monumentation along the east side of Cuatro Vientos Blvd. near roadway connection point.
- Provide necessary field survey services and site reconnaissance to develop alignments and drawings. These survey services would include preparing permanent and temporary easements as may be required for the extension of the line.
- Engineer with gather all available information for the project area, including as-builts, aerial images, affected land owners' information.

Preliminary Design Phase

- Attend and complete the City of Laredo Utility Coordination process.
- Coordinate the final waterline alignment with TxDOT to ensure no conflict with the proposed improvements along Loop 20 at the Airport.
- Coordinate with the City of Laredo Airport director for access and alignment approvals.
- Prepare preliminary design and schematic exhibits for City review and/or approval.
- Prepare advanced preliminary design to final design and preparation of construction documents.

FINAL DESIGN PHASE

- Prepare final dimensional/coordinate plan, waterline plan/profile, traffic control plan, storm water pollution prevention plan, and supporting design details as required for the project.
- Prepare project specifications
- Submit final plans to City of Approval

BIDDING/PROCUREMENT

- Assist City of Laredo with the preparation and release of public Request for Bid.
- Conduct pre-bid meeting for interested contractor
- Assist with posted questions and issue addendums as needed
- Attend bid openings if required.
- Review bids for completeness, prepare bid tabulation and make recommendations on contractor

FINAL CONSTRUCTION PHASE

- Review material submittals from contractor.
- Attend pre-construction conference and prepare minutes and distribute to stakeholders.
- Prepare cut-sheets for waterline.
- Verify accuracy of contractor's payment applications.
- Attend pre-final, final inspections and prepare and distribute punch lists.
- Prepare and submit "as-built" plans, as well as other documents to close out project.

ATTACHMENT "B"
PROJECT SCHEDULE

Project: Provide engineering and surveying services for the design of a 2.8 mile 24" waterline extending from an existing 24" waterline near the intersection of Maher Ave. and Bustamante Street, extending east within the Right of Way limits of Bustamante Street, crossing within the southern and eastern limits of the City of Laredo International Airport, continuing north along h the wester Right of Way of Loop 20(Hwy 59) and connecting to an existing 24" transmission waterline near the Diamond Distribution Logistic Facility.

Provide engineering services for the design of a 1,050 foot 24" waterline extending from the intersection of Lake Casa Blanca Road and Hwy 59, from the connection at a 16" waterline along hwy 59 then north along the side of the road to tie into the 24" waterline above within the Airport Property and installing proper pressure reducing valves for the system.

Project Schedule

Survey	5 Weeks
Utility Coordination	5 Weeks
Preliminary Design	7 Weeks
Final Design	13 Weeks
Total	30 Weeks

ATTACHMENT "C"
COMPENSATION FOR PROFESSIONAL SERVICES RELATED
TO BASIC CONTRACT

Project: Provide engineering and surveying services for the design of a 2.8 mile 24" waterline extending from an existing 24" waterline near the intersection of Maher Ave. and Bustamante Street, extending east within the Right of Way limits of Bustamante Street, crossing within the southern and eastern limits of the City of Laredo International Airport, continuing north along h the wester Right of Way of Loop 20(Hwy 59) and connecting to an existing 24" transmission waterline near the Diamond Distribution Logistic Facility.

Provide engineering services for the design of a 1,050 foot 24" waterline extending from the intersection of Lake Casa Blanca Road and Hwy 59, from the connection at a 16" waterline along Hwy 59 then north along the side of the road to tie into the 24" waterline above within the Airport Property and installing proper pressure reducing valves for the system.

Project Fee

Survey	$60,000
Utility Coordination	$50,000
Preliminary Design	$60,000
Final Design	$220,000
Construction	$70,000
Amendment #1	$30,000
Total	$490,000

Utilities 53.

City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Steve E. Landin, Assistant City Manager/Acting Chief of Police

Staff Source: Arturo Garcia Jr. P.E., Utilities Department Director, Mark DeMay, Finance Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to authorize the purchase of one (1) 2023 International HV Tractor Truck from Santex Truck Center, Laredo, Texas in the amount of $137,000.00 through the Houston-Galveston Area Council (HGAC Cooperative Purchasing Program's contract pricing. This truck will be replacing unit# 13552 which has reached it useful life. Funding is available in the 2018 PPFCO and 2022 Water Revenue Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Authorized participation in the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program.

BACKGROUND

This International HV Tractor Truck will be purchased from Santex Truck Center utilizing the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program cooperative purchasing program contract pricing. The estimated delivery time is between six and ten months after receipt of order.

Santex Truck Center
HGAC Contract -HT06-20

Description	Quantity	Total Cost	Comments
2023 International HV Tractor Truck	1	$137,000.00	Replacing unit# 13552

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?: Yes
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Funding is available in:

	Account	Amount
2018 PPFCO	557-4175-535-9004	$ 17,389.50
2022 Water Revenue Bond	557-9879-535-9004	$119,610.50

Project ID: WP 18AU

Attachments

HGAC Contract HT06-20
2023 Internation HV Truck

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-20	Date Prepared:	8/22/2023

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548 and to Contractor.

Buying Agency:	City of Laredo	Contractor:	Santex Truck Centers, Ltd.
Contact Person:	Ron Miller	Prepared By:	Carlos Weeber
Phone:	956-356-9778	Phone:	(832) 642-1729 (713) 933-2396
Fax:		Fax:	(210) 661-0226
Email:	rmiller@cilaredo.tx.us	Email:	cweeber@kyrishtrucks.com

Product Code:	HT0620F8	Description:	HV513, Conv. Cab, SFFA,TRA

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 98709

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1AND Axle Configuration	1704		
1GBP Frame Reinforcement	1800		
1WTX Wheelbase Range	1017		
2ARZAxle Front 18K Capacity	2115		
4AZY Air Brake ABS 6 Channel	2608		
4XCR Front Brakes	1346		
5PTB Steering Gear Dual Power	1159		
7BLW Ehaust Horz/Vertical	1210		
8VZR Switch Body Circuits	790		
14GRR Rear Axle Tandem 46K capacity	12408		
14UMY Suspension Rear Tandem	6024	Subtotal From Additional Sheet(s):	
7382135438 11R22.5 LR H HSC 3 rear tires (8)	2096	Subtotal B:	34277

HGACBuy
THE SMART PURCHASING SOLUTION

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Customer Required Published & Unpublished Options for		Headache Rack with Chain Holders	3000
Haul Truck Operation	14	Subtotal From Additional Sheet(s):	
		Subtotal C:	3014

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 2%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	136000	=	Subtotal D:	136000

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 1000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date:		G. Total Purchase Price (D+E+F):	137000

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AMENDMENT No. 2 to CONTRACT No. HT06-20
For
Medium and Heavy Trucks & Truck Bodies
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Santex Truck Centers

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through May 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC220D5D61423...
Chuck Wemple, Executive Director

Date: 6/7/2023

Signed for: **Santex Truck Centers**

DocuSigned by:
D493F43FE61845E...

Printed Name & Title: Wayne Kyrish V President

Date: 6/7/2023

DocuSign Envelope ID: 097B723D-829D-469A-8879-03FAA707F959

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC, Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

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benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

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Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

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Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Santex Truck Centers, hereinafter referred to as the Contractor, having its principal place of business at 1380 Ackerman Rd, San Antonio, TX 78219.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

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The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jun 01 2020 and ends May 31 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

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H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

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applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

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END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Santex Truck Centers

Signature Wayne Kyrish
D493F43FE61845E...

Name Wayne Kyrish

Title Vice President

Date 4/8/2020

H-GAC

Signature DocuSigned by:
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 3/26/2020

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Attachment A
Santex Truck Centers
Medium and Heavy Trucks & Truck Bodies
Contract No. HT06-20

Applicable items are the models listed in the table below, in their factory standard configurations, as well as any pricing documents included in the awardee's bid response.

H-GAC Product Code	Brand	Model Description	Price
HT0620F1	International	CV515, Conventional Cab, SFFA, SRA	$42,150
HT0620F2	International	MV607, Conventional Cab, SBFA, SRA	$54,605
HT0620F3	International	MV607, Conventional Cab, 6x4, SBFA, TRA	$67,145
HT0620F4	International	MV607LP, Conventional Cab, SBFA, SRA	$53,594
HT0620F5	International	HV507, Conventional Cab, SFFA, SRA	$58,228
HT0620F6	International	HV507, Conventional Cab, 6x4, SFFA, TRA	$70,506
HT0620F7	International	HV513, Conventional Cab, SFFA, SRA	$84,325
HT0620F8	International	HV513, Conventional Cab, SFFA, TRA	$89,526
HT0620F9	International	HX515, Conventional Cab, 6x4, SFFA, TRA	$98,141
HT0620F10	International	HV607, Conventional Cab, SBFA, SRA	$67,501
HT0620F11	International	HV607, Conventional Cab, 6x4, SBFA, TRA	$70,659
HT0620F12	International	HV613, Conventional Cab, SBFA, SRA	$84,325
HT0620F13	International	HV613, Conventional Cab, 6x4, SBFA, TRA	$90,122
HT0620F14	International	HX615, Conventional Cab, 6x4, SBFA, TRA	$95,955
HT0620F15	International	HX520, Conventional Cab, 6x4, SFFA, TRA	$102,511
HT0620F16	International	HX620, Conventional Cab, 6x4, SFFA, TRA	$101,916
HT0620F17	International	RH613, Conventional Cab, SBFA, SRA	$89,698
HT0620F18	International	RH613, Conventional Cab, 6x4, SBFA, TRA	$93,097
HT0620F19	International	LT625, Conventional Cab SBFA, SRA	$94,848
HT0620F20	International	LT625, Conventional Cab, 6x4, SBFA, TRA	$99,248



City Council-Regular
Meeting Date: 09/18/2023
Initiated By: Steve E. Landin, Assistant City Manager/Acting Chief of Police
Staff Source: Arturo Garcia, Jr. P.E., Utilities Director

SUBJECT

Authorizing the City Manager to award a Buy Board Contract (Contract 662-22) to Utility Service Co. Inc.(USC) in the amount of $1,716,565 to be paid over a 5-year period. USC performed a visual inspection of all tanks and identified the deficiencies in each water tank. This contract is phase 2 of the Utilities Department's plan to fix the deficiencies identified on five water tanks and to bring them into compliance to avoid any TCEQ violations. This contract will be paid over five years as follows: Year 1 $350,557.00, Year 2 $341,502.00, Year 3 $341,502.00, Year 4 $341,502.00 and Year 5 $341,502.00. Funding is available in the Waterworks Construction Account.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The Utilities Department requested proposals from Maguire Iron, Inc. and Utility Service Co. Inc., for the maintenance required on the five (5) remaining water tanks that were not included as part of the work done in Phase 1. An inspection was conducted on eleven (11) water tanks and the work was divided into two (2) phases. Phase 1 was performed by Maguire Iron, Inc. and included maintenance on six (6) water tanks. This phase will now address the pending five (5) tanks. Proposals received were as follows:

Vendor	Amount
Maguire Iron, Inc.	$1,663,669
Utility Service Co., Inc.	$1,716,565

Although the proposal received from Maguire Iron, Inc. was lower over the 5-year period, Utility Service Co., is offering additional services that are not included in the proposal submitted by Maguire Iron, Inc. After the work is completed, Maguire Iron will only provide visual inspections whereas Utility Service Co. Inc. will provide visual inspections and perform needed repairs. Staff has determined that this is a more prudent option and has recommended Utility Service Co., Inc.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of motion.

Fiscal Impact

Fiscal Year:	FY 23
Bugeted Y/N?:	Y
Source of Funds:	Construction Fund
Account #:	557-4150-538-8557
Change Order: Exceeds 25% Y/N:	N/A
FINANCIAL IMPACT:	

Attachments

Buy Board Letter
Proposal

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

January 27, 2023

Sent via email to: brian.woodring@suez.com

Brian Woodring
Utility Service Co. Inc.
P O Box 1350
PerryGA31069

Re: Water Storage Tank Maintenance and Rehabilitation and Trenchless Pipe Repair Systems
BuyBoard Contract 662-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Water Storage Tank Maintenance and Rehabilitation and Trenchless Pipe Repair Systems, Contract 662-22 effective 4/1/2022 through March 31, 2023, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through March 31, 2024.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Vendor Contract Administrator

1st renewal v.02.13.2020

SCOPE OF WORK NO. 4

TO THE MASTER SERVICES AGREEMENT BETWEEN

UTILITY SERVICE CO., INC.

AND

CITY OF LAREDO, TX

WATER TANK MAINTENANCE – 1,000,000 GALLON HYDROPILLAR COMPOSITE – LA BOTA TANK

1. **Effective Date.** The Effective Date for this Scope of Work No. 4 ("SOW4") shall be _____, 20_____ .

2. **Term.** The Owner agrees to engage the Company to provide the professional services needed to maintain its **1,000,000** gallon water storage tank located at **8016 Riverbank Drive, Laredo, TX 78041** (hereinafter, "the Tank"). This SOW4 shall commence on the Effective Date and shall continue in full force and effect for one year. This SOW4 will automatically renew for successive one-year terms unless terminated as defined in Section 10 herein. For purposes of this SOW4, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the SOW4 is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").

3. **Company's Engagement and Responsibilities.** This SOW4 outlines the Company's responsibility for the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and the care and maintenance of the Tank thereafter. The services (collectively, "the Services") that the Company will provide include the following:

   a. The Tank shall receive an Upfront Renovation, which will include: **an exterior renovation, wet-interior renovation, PAX active mixer installation and repairs prior to the end of Contract Year 1.**
   b. The Company will annually inspect the Tank. The Tank will be inspected to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
   c. Biennially, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.
   d. The Company shall provide the engineering and inspection services needed to maintain and repair the Tank during the term of this SOW4. The repairs include: the Tank's expansion joints, water level indicators, sway rod adjustments, vent screens, manhole covers/gaskets, and the Tank's other steel parts not otherwise excluded hereinafter.

e. The Company will clean and repaint the interior and/or exterior of the Tank at such time as complete repainting is needed. The need for interior painting of the Tank is to be determined by the thickness of the existing liner and its protective condition. Only materials approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting of the Tank is to be determined by the appearance and protective condition of the existing paint. At the time that the exterior requires repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of Texas** and the American Water Works Association's D102 standard in effect as of the Effective Date (defined hereinafter).

f. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the SOW4. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.

g. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: us.vna.usgcustomerservice.all.mailbox@veolia.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this SOW4. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.

h. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.

i. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

j. **Chemical Clean Service.**

1. During the washout/inspections, the Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces.

k. **Mixing System Installation and Service.**

1. The Company shall install an active mixing system in the Tank.
    a. Owner will be required to provide 120 VAC, 15 Amp GFCI – Protected, 15 Amp Circuit power supply at the tank with a disconnect switch, and will be required to supply a certified electrician to make the final connection between the PAX Mixer and the power supply during the installation.
    b. Owner will be responsible for all trenching, conduit, and electrical connections outside the tank, unless otherwise specified by this agreement.

c. Upon completion of PAX installation, USCI will power up the PAX Active Mixing system and complete electrical system check/IAR on PAX Control Center to verify proper operation.

2. The particular unit that will be installed in the Tank is a NSF Approved PAX PWM150 active mixing system along with its component parts.
3. The Company will inspect and service the active mixing system each year. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.

4. **Price/Annual Fees.** For the performance of the Services required by Section 3, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the SOW4. The first **five (5)** Annual Fees shall be **$93,357.00** per Contract Year. The Annual Fee for Contract Year 6 shall be **$36,072.00**. Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW4.

5. **Payment Terms.** The Annual Fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **within ninety (90) days of the Owner's execution of the SOW4. Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.** If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company may charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this SOW4 without notice. The late fee will be 1.5% per month.

6. **Changes or Delays to Services. For purposes of this Section 6, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank.** In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") without requiring the modification of this SOW4.

7. Structure of Tank and Tank Site Conditions. The Company is accepting this Tank to maintain pursuant to the requirements of this SOW4 based upon its existing structure and components as of the Effective Date (defined hereinafter). ***Any modifications to the Tank, including antenna installations, shall be approved by the Company, prior to installation and may warrant an increase in the Annual Fees.*** In addition, changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW4.

8. **Environmental, Health, Safety, Labor, or Industry Requirements.** The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this SOW4, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW4. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW4. Said equitable adjustment of the Annual Fees in this SOW4 will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

   The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this SOW4 are not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for Annual Fees.

9. **Excluded Items.** This SOW4 does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the SOW4; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; damages, whether foreseen or unforeseen, caused by the Owner's water quality, including but not limited to mineral or scale buildup caused by water quality; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.

10. **Termination. This SOW4 is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as:** (i) the Owner pays each Annual Fee to the Company in accordance with the terms herein and (ii) does not terminate the SOW4 pursuant to the terms of this Section. This SOW4 is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to

the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this SOW4 shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.). The Owner acknowledges and agrees that the Company has advanced Services to the Owner, and the Company has not received full payment for the Services previously performed. Therefore, if the Owner elects to terminate this SOW4 prior to remitting the first **five (5)** Annual Fees, then the unpaid balance of the first **five (5)** Annual Fees shall be due and payable within thirty (30) days of the Owner's issuance of the notice of intent to terminate at the end of the then-current Contract Year.

11. **Visual Inspection Disclaimer.** This SOW4 is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the Tank has been drained and is made available to the Company, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company re-negotiate the Annual Fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion of the roof plates or rafters, corrosion in areas inaccessible to maintain, damage to the roof of the Tank which is not clearly discoverable during the visual inspection, etc.).

12. **Excessive Inflation.** In the event that the aggregate of the Annual Inflation Rates (defined hereinbelow) established for two (2) consecutive calendar years during the term of this SOW4 exceeds 12% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of this SOW4 to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI").* In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a SOW is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 7.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the SOW to address the excessive inflation.

The SOW4 is executed and effective as of the date last signed by the parties below.

OWNER	COMPANY
City of Laredo	Utility Service Co., Inc.
By: _____	By: _____
Name: _____	Name: Jonathan Cato
Title: _____	Title: Chief Operating Officer
Date: _____	Date: June 15, 2023

SCOPE OF WORK NO. 5

TO THE MASTER SERVICES AGREEMENT BETWEEN

UTILITY SERVICE CO., INC.

AND

CITY OF LAREDO, TX

WATER TANK MAINTENANCE – 2,000,000 GALLON HYDROPILLAR COMPOSITE - KILLIAN TANK

1. **Effective Date.** The Effective Date for this Scope of Work No. 5 ("SOW5") shall be _____, 20_____ .

2. **Term.** The Owner agrees to engage the Company to provide the professional services needed to maintain its **2,000,000** gallon water storage tank located at **4201 Champions Way, Laredo, TX 78045** (hereinafter, "the Tank"). This SOW5 shall commence on the Effective Date and shall continue in full force and effect for one year. This SOW5 will automatically renew for successive one-year terms unless terminated as defined in Section 10 herein. For purposes of this SOW5, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the SOW5 is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").

3. **Company's Engagement and Responsibilities.** This SOW5 outlines the Company's responsibility for the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and the care and maintenance of the Tank thereafter. The services (collectively, "the Services") that the Company will provide include the following:

   a. The Tank shall receive an Upfront Renovation, which will include: **an wet-interior renovation, dry-interior renovation, PAX active mixer installation and repairs prior to the end of Contract Year 2. An exterior renovation prior to the end of Contract Year 5.**
   b. The Company will annually inspect the Tank. The Tank will be inspected to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
   c. Biennially, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.
   d. The Company shall provide the engineering and inspection services needed to maintain and repair the Tank during the term of this SOW5. The repairs include: the Tank's expansion joints, water level indicators,

sway rod adjustments, vent screens, manhole covers/gaskets, and the Tank's other steel parts not otherwise excluded hereinafter.

e. The Company will clean and repaint the interior and/or exterior of the Tank at such time as complete repainting is needed. The need for interior painting of the Tank is to be determined by the thickness of the existing liner and its protective condition. Only materials approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting of the Tank is to be determined by the appearance and protective condition of the existing paint. At the time that the exterior requires repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of Texas** and the American Water Works Association's D102 standard in effect as of the Effective Date (defined hereinafter).

f. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the SOW5. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.

g. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: us.vna.usgcustomerservice.all.mailbox@veolia.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this SOW5. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.

h. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.

i. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

j. **Chemical Clean Service.**

1. During the washout/inspections, the Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces.

k. **Mixing System Installation and Service.**

1. The Company shall install an active mixing system in the Tank.
    a. Owner will be required to provide 120 VAC, 15 Amp GFCI – Protected, 15 Amp Circuit power supply at the tank with a disconnect switch, and will be required to supply a certified electrician to make the final connection between the PAX Mixer and the power supply during the installation.
    b. Owner will be responsible for all trenching, conduit, and electrical connections outside the tank, unless otherwise specified by this agreement.

c. Upon completion of PAX installation, USCI will power up the PAX Active Mixing system and complete electrical system check/IAR on PAX Control Center to verify proper operation.

2. The particular unit that will be installed in the Tank is a NSF Approved PAX PWM150 active mixing system along with its component parts.
3. The Company will inspect and service the active mixing system each year. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.

4. **Price/Annual Fees.** For the performance of the Services required by Section 3, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the SOW5. The first **five (5)** Annual Fees shall be **$114,020.00** per Contract Year. The Annual Fee for Contract Year 6 shall be **$54,173.00**. Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW5.

5. **Payment Terms.** The Annual Fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **within ninety (90) days of the Owner's execution of the SOW5. Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.** If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company may charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this SOW5 without notice. The late fee will be 1.5% per month.

6. **Changes or Delays to Services. For purposes of this Section 6, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank.** In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") without requiring the modification of this SOW5.

7. Structure of Tank and Tank Site Conditions. The Company is accepting this Tank to maintain pursuant to the requirements of this SOW5 based upon its existing structure and components as of the Effective Date (defined hereinafter). ***Any modifications to the Tank, including antenna installations, shall be approved by the Company, prior to installation and may warrant an increase in the Annual Fees.*** In addition, changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW5.

8. **Environmental, Health, Safety, Labor, or Industry Requirements.** The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this SOW5, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW5. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW5. Said equitable adjustment of the Annual Fees in this SOW5 will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

   The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this SOW5 are not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for Annual Fees.

9. **Excluded Items.** This SOW5 does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the SOW5; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; damages, whether foreseen or unforeseen, caused by the Owner's water quality, including but not limited to mineral or scale buildup caused by water quality; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.

10. **Termination. This SOW5 is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as:** (i) the Owner pays each Annual Fee to the Company in accordance with the terms herein and (ii) does not terminate the SOW5 pursuant to the terms of this Section. This SOW5 is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to

the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this SOW5 shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.). The Owner acknowledges and agrees that the Company has advanced Services to the Owner, and the Company has not received full payment for the Services previously performed. Therefore, if the Owner elects to terminate this SOW5 prior to remitting the first **five (5)** Annual Fees, then the unpaid balance of the first **five (5)** Annual Fees shall be due and payable within thirty (30) days of the Owner's issuance of the notice of intent to terminate at the end of the then-current Contract Year.

11. **Visual Inspection Disclaimer.** This SOW5 is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the Tank has been drained and is made available to the Company, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company re-negotiate the Annual Fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion of the roof plates or rafters, corrosion in areas inaccessible to maintain, damage to the roof of the Tank which is not clearly discoverable during the visual inspection, etc.).

12. **Excessive Inflation.** In the event that the aggregate of the Annual Inflation Rates (defined hereinbelow) established for two (2) consecutive calendar years during the term of this SOW5 exceeds 12% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of this SOW5 to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI").* In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a SOW is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 7.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the SOW to address the excessive inflation.

The SOW5 is executed and effective as of the date last signed by the parties below.

OWNER	COMPANY
City of Laredo	Utility Service Co., Inc.
By: _____	By: _____
Name: _____	Name: Jonathan Cato
Title: _____	Title: Chief Operating Officer
Date: _____	Date: June 15, 2023

SCOPE OF WORK NO. 1

TO THE MASTER SERVICES AGREEMENT BETWEEN

UTILITY SERVICE CO., INC.

AND

CITY OF LAREDO, TX

CPPS MAINTENANCE – 1,000,000 GALLON GROUND STORAGE TANK – MILMO 1MG TANK

1. **Effective Date.** The Effective Date for this Scope of Work No. 1 ("SOW1") shall be _____, 202__.

2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its **1,000,000** gallon water storage tank located at **2500 Monterrey Street, Laredo, TX 78041** (hereinafter "asset"). This SOW1 shall commence on the Effective Date and shall continue in full force and effect for one year ("Contract Year 1"). This SOW1 will automatically renew for successive one-year terms ("Contract Years") unless terminated as set forth in Section 9 of the Master Services Agreement.

3. **Company's Responsibilities.** This SOW1 outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following and as detailed in **Appendix 1 – Scope of Work**:
   A. The Company shall perform an annual inspection of the Asset to assess its sanitary condition as well as the condition of the interior and exterior coatings. In addition, the Asset will be inspected to ensure that the structure is in watertight condition.
   B. The Company, in Contract Years 5, and every 4 years thereafter, shall perform washouts of the tank. The tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
   C. The Company will clean and recoat the exterior of the Asset at such time as complete recoating is needed. The need for exterior coating is to be determined by the appearance and protective condition of the existing coating. At the time the exterior requires recoating, the Company agrees to recoat the Asset with coatings of the same color and to select a coating system which best suits the site conditions, environment, and general location of the Asset. When recoating is needed, all products and procedures will be equal to, or exceed the requirements of the Assets location, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.
   D. If applicable to the Asset, and if requested by the Owner, the Company will mobilize a crew to paint over graffiti, but the Owner must allow the Company a reasonable amount of time to mobilize a crew.
   E. For storage independent tanks, a lock will be installed on the roof hatch of the Asset.

F. The Company will furnish a certificate of insurance to the Owner evidencing the Company's insurance coverage.

G. In the event that the Owner will not release the Asset for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

4. **Contract Price/Annual Fees.** The Asset shall receive an **exterior renovation per** the scope of work, prior to the end of Contract **Year 1.** The first **three (3)** Annual Fees shall be **$45,884.00** per Contract Year. The Annual Fee for Contract **Year 4** shall be **$17,211.00**. Each anniversary thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW1.

5. **Payment Terms.** The annual fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **upon completion of the repairs, exterior renovation per the scope of work. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter.** Furthermore, if the Owner elects to terminate this SOW1 prior to remitting the first **three (3)** annual fees, then unpaid balance of the first **three (3)** annual fees shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

6. **Structure of Asset.** The Company is accepting this Asset under program based upon its existing structure and components. ***Any modifications to the Asset, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***

7. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the Asset site which cause an increase in the cost of Asset maintenance will be just cause for modification of this SOW1. Said modification of this SOW1 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

8. **Excluded Items.** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment or lead abatement of the Asset at any time; (2) disposal of any hazardous waste materials; (3) any services necessary for the Asset or Asset site that arise from or are caused by cold weather, physical conditions of the ground or Asset site (e.g., erosion), or physical conditions below the ground (e.g., sinkholes and settling of the ground); (4) repair of the Asset's structure for any reason; (5) negligent acts of Owner's employees, agents or contractors; (6) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (7) repairs to the foundation of the Asset; (8) any repairs or improvements necessary for the Asset or Asset site that arise from or are caused by voids in concrete; (9) environmental controls, including dehumidification and auxiliary heating, are not included; (10) performance or payment bonds; or (11) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the Asset or Asset site which results from unauthorized entry of any kind to the Asset site or Asset.

9. **Visual Inspection Disclaimer.** This SOW1 is based upon a visual inspection of the Asset. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Asset for all patent defects. If latent defects are identified once the Asset has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Asset which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the Asset which is not clearly visible during the visual inspection, etc.).

The SOW1 is executed and effective as of the date last signed by the parties below.

OWNER	COMPANY
City of Laredo	Utility Service Co., Inc.
By: _____	By: _____
Name: _____	Name: Jonathan Cato
Title: _____	Title: Chief Operating Officer
Date: _____	Date: June 15, 2023

Appendix 1
Scope of Work

Exterior Renovation (UR)

- Surface Preparation: Power wash all specified concrete surfaces to remove all grease, oil, foreign or any loose deleterious material.
- For loose coatings or skim coat, tool clean with the use of a putty knife. All surfaces must be clean, dry, and free or contaminants prior to the application of any primer, repairs, or coatings.
- Primer: Apply one (1) coat of Tnemec Series 151 Elasto-Grip at 0.7 to 1.5 mils DFT.
- Stripe Coat: Stripe all cracks and apply crack repair as necessary.
- Finish: Apply two (2) coats of Tnemec Series 156 Enviro-Crete at 4.0 to 6.0 mils DFT, per coat.

Washout:

- A date shall be coordinated by both parties for the Owner to provide access to the Asset.
- Owner shall isolate Asset using existing standard operating procedures.
- Owner shall fully drain Asset prior to entry.
- Washout of Asset includes the walls, and floor only. Walls are to be cleaned within the reachable area (approximately 10'H) without the use of scaffolding or any rigging within the Asset. Areas above reachable height and ceiling of Asset are excluded.
- Washout of Asset includes the walls, baffle walls, and floor only. Walls are to be cleaned within the reachable area (approximately 10'H) without the use of scaffolding or any rigging within the Asset.
- Areas above reachable height and ceiling of Asset are excluded.
- Perform washout of Asset with allowance for one (1) crew day and 3” depth of soft sediment on the Asset floor. Pricing is based upon:
  - Off-site disposal is not included in this proposal.
  - Wash-water and sediment will be disposed of through on-site drainage within a 150' distance from the Asset. Drainage will not be screened or sediment removed using a sediment trap or other sedimentation controls. Owner shall be responsible for dechlorination of the discharge water, if required.
  - Any remaining solids within the Asset will not be removed. No vactor truck or any other removal equipment is included in this proposal to remove any solids that cannot be removed through normal flushing and rinsing of the Asset. If it is deemed necessary to use a vacuum truck to remove solids within the Asset, then a price of $7,500 per day will be added to the contract through the execution of an authorized change order.
- Excludes any hard scale (calcium, lime etc. deposits) built-up within the Asset
- Spray disinfection of the Asset walls, floor and ceiling in accordance with AWWA C652 Method 2 (Contact Method) after completion of washout
- The Asset will be inspected to assess the sanitary, safety, structural, security, and coatings conditions, if present.
- A comprehensive written report with color digital photographs will be submitted detailing the condition of the Asset. A representative of Utility Service Co Inc will schedule a date with the Owner to present the report and findings.
- Additional work effort: If the WO time or sludge depth is greater than the above allowance, a price of $2,845 per crew day until sludge is completely removed may be

added to this contract by an authorized change order. If special or upgraded equipment is required to facilitate removal of access sludge, change order may include rental equipment fees plus a 25% margin.

NOTES/EXCLUSIONS:

- Owner shall isolate, and drain the Asset prior to renovation operations.
- Owner must provide that no moisture or water is entering the tank during coating operations.
- Interior disinfection of Asset walls, floor and ceiling in accordance with AWWA C652/C653 (Contact Spray Method) is included. Owner shall perform any testing and return of Asset back to service.
- Water and power must be available within 150' of tank.

SCOPE OF WORK NO. 2

TO THE MASTER SERVICES AGREEMENT BETWEEN

UTILITY SERVICE CO., INC.

AND

CITY OF LAREDO, TX

CPPS MAINTENANCE – 2,000,000 GALLON STORAGE TANK – MILMO TANK

1. **Effective Date.** The Effective Date for this Scope of Work No. 2 ("SOW2") shall be _____, 202__.

2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its **2,000,000** gallon water storage tank located at **2500 Monterrey Street, Laredo, TX 78041** (hereinafter "asset"). This SOW2 shall commence on the Effective Date and shall continue in full force and effect for one year ("Contract Year 1"). This SOW2 will automatically renew for successive one-year terms ("Contract Years") unless terminated as set forth in Section 9 of the Master Services Agreement.

3. **Company's Responsibilities.** This SOW2 outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following and as detailed in **Appendix 1 – Scope of Work**:
   A. The Company shall perform an annual inspection of the Asset to assess its sanitary condition as well as the condition of the interior and exterior coatings. In addition, the Asset will be inspected to ensure that the structure is in watertight condition.
   B. The Company, in Contract Years 5, and every 4 years thereafter, shall perform washouts of the tank. The tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
   C. The Company will clean and recoat the exterior of the Asset at such time as complete recoating is needed. The need for exterior coating is to be determined by the appearance and protective condition of the existing coating. At the time the exterior requires recoating, the Company agrees to recoat the Asset with coatings of the same color and to select a coating system which best suits the site conditions, environment, and general location of the Asset. When recoating is needed, all products and procedures will be equal to, or exceed the requirements of the Assets location, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.
   D. If applicable to the Asset, and if requested by the Owner, the Company will mobilize a crew to paint over graffiti, but the Owner must allow the Company a reasonable amount of time to mobilize a crew.
   E. For storage independent tanks, a lock will be installed on the roof hatch of the Asset.
   F. The Company will furnish a certificate of insurance to the Owner evidencing the Company's insurance coverage.

G. In the event that the Owner will not release the Asset for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

4. **Contract Price/Annual Fees.** The Asset shall receive an **exterior renovation per** the scope of work, prior to the end of Contract **Year 1.** The first **three (3)** Annual Fees shall be **$94,208.00** per Contract Year. The Annual Fee for Contract **Year 4** shall be **$26,882.00.** Each anniversary thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW2.

5. **Payment Terms.** The annual fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **upon completion of the repairs, exterior renovation, per the scope of work. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter.** Furthermore, if the Owner elects to terminate this SOW2 prior to remitting the first **three (3)** annual fees, then unpaid balance of the first **three (3)** annual fees shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

6. **Structure of Asset.** The Company is accepting this Asset under program based upon its existing structure and components. ***Any modifications to the Asset, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***

7. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the Asset site which cause an increase in the cost of Asset maintenance will be just cause for modification of this SOW2. Said modification of this SOW2 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

8. **Excluded Items.** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment or lead abatement of the Asset at any time; (2) disposal of any hazardous waste materials; (3) any services necessary for the Asset or Asset site that arise from or are caused by cold weather, physical conditions of the ground or Asset site (e.g., erosion), or physical conditions below the ground (e.g., sinkholes and settling of the ground); (4) repair of the Asset's structure for any reason; (5) negligent acts of Owner's employees, agents or contractors; (6) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (7) repairs to the foundation of the Asset; (8) any repairs or improvements necessary for the Asset or Asset site that arise from or are caused by voids in concrete; (9) environmental controls, including dehumidification and auxiliary heating, are not included; (10) performance or payment bonds; or (11) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the Asset or Asset site which results from unauthorized entry of any kind to the Asset site or Asset.

9. **Visual Inspection Disclaimer.** This SOW2 is based upon a visual inspection of the Asset. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Asset for all patent defects. If latent defects are identified once the Asset has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Asset which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the Asset which is not clearly visible during the visual inspection, etc.).

The SOW2 is executed and effective as of the date last signed by the parties below.

OWNER	COMPANY
City of Laredo,	Utility Service Co., Inc.
By: _____	By: _____
Name: _____	Name: Jonathan Cato
Title: _____	Title: Chief Operating Officer
Date: _____	Date: June 15, 2023

Appendix 1
Scope of Work

Exterior Renovation (UR)

- Surface Preparation: Power wash all specified concrete surfaces to remove all grease, oil, foreign or any loose deleterious material.
- For loose coatings or skim coat, tool clean with the use of a putty knife. All surfaces must be clean, dry, and free or contaminants prior to the application of any primer, repairs, or coatings.
- Primer: Apply one (1) coat of Tnemec Series 151 Elasto-Grip at 0.7 to 1.5 mils DFT.
- Stripe Coat: Stripe all cracks and apply crack repair as necessary.
- Finish: Apply two (2) coats of Tnemec Series 156 Enviro-Crete at 4.0 to 6.0 mils DFT, per coat.
- Logo: Install logo in one location.

Washout:

- A date shall be coordinated by both parties for the Owner to provide access to the Asset.
- Owner shall isolate Asset using existing standard operating procedures.
- Owner shall fully drain Asset prior to entry.
- Washout of Asset includes the walls, and floor only. Walls are to be cleaned within the reachable area (approximately 10'H) without the use of scaffolding or any rigging within the Asset. Areas above reachable height and ceiling of Asset are excluded.
- Washout of Asset includes the walls, baffle walls, and floor only. Walls are to be cleaned within the reachable area (approximately 10'H) without the use of scaffolding or any rigging within the Asset.
- Areas above reachable height and ceiling of Asset are excluded.
- Perform washout of Asset with allowance for one (1) crew day and 3” depth of soft sediment on the Asset floor. Pricing is based upon:
  - Off-site disposal is not included in this proposal.
  - Wash-water and sediment will be disposed of through on-site drainage within a 150' distance from the Asset. Drainage will not be screened or sediment removed using a sediment trap or other sedimentation controls. Owner shall be responsible for dechlorination of the discharge water, if required.
  - Any remaining solids within the Asset will not be removed. No vactor truck or any other removal equipment is included in this proposal to remove any solids that cannot be removed through normal flushing and rinsing of the Asset. If it is deemed necessary to use a vacuum truck to remove solids within the Asset, then a price of $7,500 per day will be added to the contract through the execution of an authorized change order.
- Excludes any hard scale (calcium, lime etc. deposits) built-up within the Asset
- Spray disinfection of the Asset walls, floor and ceiling in accordance with AWWA C652 Method 2 (Contact Method) after completion of washout
- The Asset will be inspected to assess the sanitary, safety, structural, security, and coatings conditions, if present.
- A comprehensive written report with color digital photographs will be submitted detailing the condition of the Asset. A representative of Utility Service Co Inc will schedule a date with the Owner to present the report and findings.

- Additional work effort: If the WO time or sludge depth is greater than the above allowance, a price of $2,845 per crew day until sludge is completely removed may be added to this contract by an authorized change order. If special or upgraded equipment is required to facilitate removal of access sludge, change order may include rental equipment fees plus a 25% margin.

NOTES/EXCLUSIONS:

- Owner shall isolate, and drain the Asset prior to renovation operations.
- Owner must provide that no moisture or water is entering the tank during coating operations.
- Interior disinfection of Asset walls, floor and ceiling in accordance with AWWA C652/C653 (Contact Spray Method) is included. Owner shall perform any testing and return of Asset back to service.
- Water and power must be available within 150' of tank.

SCOPE OF WORK NO. 3

TO THE MASTER SERVICES AGREEMENT BETWEEN

UTILITY SERVICE CO., INC.

AND

CITY OF LAREDO, TX

CPPS MAINTENANCE – 6,000,000 GALLON GROUND STORAGE TANK – SIERRA VISTA TANK

1. **Effective Date.** The Effective Date for this Scope of Work No. 3 ("SOW3") shall be _____, 202__.

2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its **6,000,000** gallon water storage tank located at **4732 S. Lucy Ave, Laredo, TX 78041** (hereinafter "asset"). This SOW3 shall commence on the Effective Date and shall continue in full force and effect for one year ("Contract Year 1"). This SOW3 will automatically renew for successive one-year terms ("Contract Years") unless terminated as set forth in Section 9 of the Master Services Agreement.

3. **Company's Responsibilities.** This SOW3 outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following and as detailed in **Appendix 1 – Scope of Work**:
   A. The Company shall perform an annual inspection of the Asset to assess its sanitary condition as well as the condition of the interior and exterior coatings. In addition, the Asset will be inspected to ensure that the structure is in watertight condition.
   B. The Company, in Contract Years 5 and every 4 years thereafter, shall perform washouts of the tank. The tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
   C. The Company will clean and recoat the exterior of the Asset at such time as complete recoating is needed. The need for exterior coating is to be determined by the appearance and protective condition of the existing coating. At the time the exterior requires recoating, the Company agrees to recoat the Asset with coatings of the same color and to select a coating system which best suits the site conditions, environment, and general location of the Asset. When recoating is needed, all products and procedures will be equal to, or exceed the requirements of the Assets location, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.
   D. If applicable to the Asset, and if requested by the Owner, the Company will mobilize a crew to paint over graffiti, but the Owner must allow the Company a reasonable amount of time to mobilize a crew.
   E. For storage independent tanks, a lock will be installed on the roof hatch of the Asset.
   F. The Company will furnish a certificate of insurance to the Owner evidencing the Company's insurance coverage.

G. In the event that the Owner will not release the Asset for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

4. **Contract Price/Annual Fees.** The Asset shall receive an **exterior renovation per** the scope of work, prior to the end of Contract **Year 1.** The first **three (3)** Annual Fees shall be **$153,393.00** per Contract Year. The Annual Fee for Contract **Year 4** shall be **$44,078.00.** Each anniversary thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW3.

5. **Payment Terms.** The annual fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **upon completion of the repairs, exterior renovation, per the scope of work. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter.** Furthermore, if the Owner elects to terminate this SOW3 prior to remitting the first **three (3)** annual fees, then unpaid balance of the first **three (3)** annual fees shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

6. **Structure of Asset.** The Company is accepting this Asset under program based upon its existing structure and components. ***Any modifications to the Asset, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***

7. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the Asset site which cause an increase in the cost of Asset maintenance will be just cause for modification of this SOW3. Said modification of this SOW3 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

8. **Excluded Items.** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment or lead abatement of the Asset at any time; (2) disposal of any hazardous waste materials; (3) any services necessary for the Asset or Asset site that arise from or are caused by cold weather, physical conditions of the ground or Asset site (e.g., erosion), or physical conditions below the ground (e.g., sinkholes and settling of the ground); (4) repair of the Asset's structure for any reason; (5) negligent acts of Owner's employees, agents or contractors; (6) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (7) repairs to the foundation of the Asset; (8) any repairs or improvements necessary for the Asset or Asset site that arise from or are caused by voids in concrete; (9) environmental controls, including dehumidification and auxiliary heating, are not included; (10) performance or payment bonds; or (11) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the Asset or Asset site which results from unauthorized entry of any kind to the Asset site or Asset.

9. **Visual Inspection Disclaimer.** This SOW3 is based upon a visual inspection of the Asset. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Asset for all patent defects. If latent defects are identified once the Asset has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Asset which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the Asset which is not clearly visible during the visual inspection, etc.).

The SOW3 is executed and effective as of the date last signed by the parties below.

OWNER	COMPANY
City of Laredo	Utility Service Co., Inc.
By: _____	By: _____
Name: _____	Name: Jonathan Cato
Title: _____	Title: Chief Operating Officer
Date: _____	Date: June 15, 2023

Appendix 1
Scope of Work

Exterior Renovation (UR)

- Surface Preparation: Power wash all specified concrete surfaces to remove all grease, oil, foreign or any loose deleterious material.
- For loose coatings or skim coat, tool clean with the use of a putty knife. All surfaces must be clean, dry, and free or contaminants prior to the application of any primer, repairs, or coatings.
- Primer: Apply one (1) coat of Tnemec Series 151 Elasto-Grip at 0.7 to 1.5 mils DFT.
- Stripe Coat: Stripe all cracks and apply crack repair as necessary.
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- Logo: Install logo in one location.

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- Areas above reachable height and ceiling of Asset are excluded.
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  - Off-site disposal is not included in this proposal.
  - Wash-water and sediment will be disposed of through on-site drainage within a 150' distance from the Asset. Drainage will not be screened or sediment removed using a sediment trap or other sedimentation controls. Owner shall be responsible for dechlorination of the discharge water, if required.
  - Any remaining solids within the Asset will not be removed. No vactor truck or any other removal equipment is included in this proposal to remove any solids that cannot be removed through normal flushing and rinsing of the Asset. If it is deemed necessary to use a vacuum truck to remove solids within the Asset, then a price of $7,500 per day will be added to the contract through the execution of an authorized change order.
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- The Asset will be inspected to assess the sanitary, safety, structural, security, and coatings conditions, if present.
- A comprehensive written report with color digital photographs will be submitted detailing the condition of the Asset. A representative of Utility Service Co Inc will schedule a date with the Owner to present the report and findings.

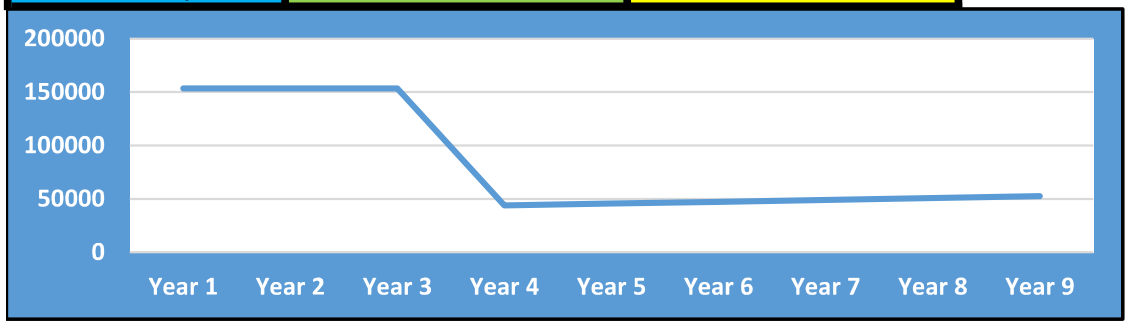
- Additional work effort: If the WO time or sludge depth is greater than the above allowance, a price of $2,845 per crew day until sludge is completely removed may be added to this contract by an authorized change order. If special or upgraded equipment is required to facilitate removal of access sludge, change order may include rental equipment fees plus a 25% margin.

NOTES/EXCLUSIONS:

- Owner shall isolate, and drain the Asset prior to renovation operations.
- Owner must provide that no moisture or water is entering the tank during coating operations.
- Interior disinfection of Asset walls, floor and ceiling in accordance with AWWA C652/C653 (Contact Spray Method) is included. Owner shall perform any testing and return of Asset back to service.
- Water and power must be available within 150' of tank.

Laredo, TX

Tank	Year 1	Year 2	Year 3	Year 4	Year 5
La Bota	$93,357	$75,236	$75,236	$80,689	$92,094
Work Completed					
Killian	$24,000	$78,330	$78,330	$84,006	$95,880
Work Completed					
Milmo 1M GST	$45,844	$36,946	$36,946	$14,875	$17,579
Work Completed					
Milmo GST	$77,377	$62,358	$62,358	$66,877	$27,457
Work Completed					
Sierra Vista GST	$109,979	$88,632	$88,632	$95,055	$108,491
Work Completed					
Yearly Total	$350,557	$341,502	$341,502	$341,502	$341,502
Bio Washout Inspection and All Needed Repairs	Visual Inspection and All Needed Repairs		Interior and/or Exterior Renovation		



City Council-Regular

Meeting Date: 09/18/2023

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Arturo Garcia Jr., P.E., Utilities Department Director, Mark DeMay, Finance Department Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to renew supply contract number FY21-095 with Core & Main, St. Louis, Missouri, in an amount up to $706,842.17 for the purchase of rubber couplings, PVC pipe, and related materials for the Utilities Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be extended one (1) additional one (1) year period, upon mutual agreement. Funding is available in the Sewer System Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 9/6/22.

BACKGROUND

This contract establishes pricing for the purchase of rubber couplings, PVC pipe, and related materials. There was no price increase during the last extension period. This is the second of three extension periods.

The term of this contract shall be for a period of one year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and

contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Pricing Summary

Section	Description	Core and Main
I	Rubber Couplings, PVC to Clay SDR-26	$ 3,719.00
II	Rubber Coupling, PVC to PVC SDR-26	$ 3,760.00
III	PVC Pipe & Fittings	$171,064.06
IV	PVC Fittings Wastewater Application, SDR-26	$ 141,045.22
V	PVC Fittings, Wastewater Application, ASDM	$ 280,864.35
VI	Indiana Seal Shear Guard Coupling, PVC to Clay	$ 29,501.05
VII	Indiana Seal Shear Guard Coupling, PVC to PVC	$ 13,281.75
VIII	Oversized Open-Bottom Fiberglass Manholes	$ 63,606.74
	Total	$ 706,842.17

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2023

Bugeted Y/N?: Yes

Source of Funds:

Account #: 559-0000-141-0000

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
Funding for these supplies is available in Utilities operations and in Utilities bond projects.

Attachments

FY21-095 Bid Tab
FY21-095 Contract

					Tenoch Distribution LLC		Core and Main	
					Total Price	$323,732.00	Total Price	$706,842.17
Line #	Description	QTY	UOM	Estimated	Unit	Extended	Unit	Extended
1	Section I Rubber Couplings, PVC to Clay, SDR 26; Fernco or approved equal **I	1	EA		$7,400.00	$7,400.00	**$3,719.00**	$3,719.00
1.1	4" X 4" PVC TO CLAY	50	EA		$10.00		**$4.94**	
1.2	4" X 6" PVC TO CLAY	50	EA		$25.00		**$12.41**	
1.3	6" X 6" PVC TO CLAY	100	EA		$21.00		**$10.57**	
1.4	6" X 8" PVC TO CLAY	50	EA		$39.00		**$19.63**	
1.5	8" X 8" PVC TO CLAY	50	EA		$32.00		**$16.26**	
2	Section II Rubber Couplings, PVC to PVC, SDR 26; Fernco or approved equal. **	1	EA		$7,500.00	$7,500.00	**$3,760.00**	$3,760.00
2.1	4" X 4" PVC TO PVC	150	EA		$10.00		**$4.94**	
2.2	4" X 6" PVC TO PVC	50	EA		$25.00		**$12.41**	
2.3	6" X 6" PVC TO PVC	150	EA		$21.00		**$10.57**	
2.4	8" X 8" PVC TO PVC	50	EA		$32.00		**$16.26**	
3	Section III PVC Pipe and Fittings **Bid Price Schedule Section must be complet	1	EA		**$162,168.00**	$162,168.00	$171,064.06	$171,064.06
3.1	4" PVC Pipe -Sewer Pipe Bell and Spigot, SDR 26, ASTM D-3034,	1500	Linear Feet		$4.00		**$3.28**	
3.2	6" PVC Pipe-Sewer Pipe Bell and Spigot, SDR 26	3000	Linear Feet		**$7.00**		$7.34	
3.3	8" PVC Pipe-Sewer Pipe Bell and Spigot, SDR 26 ASTM D-3034	2400	Linear Feet		**$13.00**		$13.28	
3.4	10" PVC Pipe-Sewer Pipe Bell and Spigot, SDR 26	1860	Linear Feet		**$20.00**		$20.70	
3.5	12" PVC Pipe-Sewer Pipe Bell and Spigot, SDR 26 ASTM D-3034	936	Linear Feet		**$28.00**		$29.74	
3.6	15" PVC Pipe-Sewer Pipe Bell and Spigot, SDR 26	234	Linear Feet		**$42.00**		$44.67	
3.7	18" PVC Pipe-Sewer Pipe Bell and Spigot, SDR 26 Bell and Spigot	312	Linear Feet		**$61.00**		$76.22	
3.8	4 SDR 26 PR160 PVC Green pipe	300	Linear Feet		$4.00		**$3.65**	
3.9	6 SDR 26 PR160 PVC Green pipe	500	Linear Feet		$8.00		**$7.83**	
3.10	8 SDR 26 PR160 PVC Green pipe	500	Linear Feet		**$13.00**		$13.34	
4	Section IV PVC Fittings Wastewater Application, SDR 26, ASDM D3033, ASDM -	1	EA		$146,664.00	$146,664.00	**$141,045.22**	$141,045.22
4.1	4" PVC Sewer 45 Degree Bell To Spigot	100	EA		$27.00		**$25.47**	
4.2	4" PVC Female Adapter	100	EA		$10.00		**$6.89**	
4.3	4" PVC Plugs	100	EA		**$5.00**		$19.42	
4.4	6" PVC 45 Degree Bell To Spigot	100	EA		$40.00		**$37.42**	
4.5	6" PVC 90 Degree Bell To Spigot	50	EA		$54.00		**$51.07**	
4.6	8" PVC 45 Degree Bell To Spigot	30	EA		$133.00		**$125.86**	
4.7	8" X 6" PVC Tee Saddle Short Skirt	120	EA		**$62.00**		$64.65	
4.8	6" PVC CAP	50	EA		$61.00		**$57.70**	
4.9	6" PVC Plug	50	EA		$48.00		**$45.00**	
4.10	8" PVC CAP	50	EA		$90.00		**$85.54**	
4.11	8" PVC Plug	50	EA		$84.00		**$79.61**	
4.12	6" X 4" PVC WYE Gasketed	224	EA		$86.00		**$81.98**	
4.13	6" X 6" PVC WYE Gasketed	182	EA		$107.00		**$101.39**	
4.14	8" X 6" PVC WYE Gasketed	96	EA		$139.00		**$131.72**	
4.15	8" X 8" PVC WYE Gasketed	64	EA		$243.00		**$230.95**	
4.16	6" X 4" TEE-WYE GXGXG SDR 26 PVC	100	EA		$94.00		**$88.99**	
4.17	8" X 6" TEE-WYE GXGXG SDR 26 PVC	100	EA		$135.00		**$128.42**	

4.18	6 x 6 x 6 WYE GXGXG SDR 26 PVC	25	EA	$107.00	**$101.39**	
4.19	6X6 IPS Gasket X Sewer Gasket Adapter	25	EA	$72.00	**$68.17**	
4.20	8X8 IPS Gasket X Sewer Gasket Adapter	25	EA	$171.00	**$162.73**	
4.21	6X6 IPS Spigot X Sewer Gasket Adapter	25	EA	$68.00	**$64.56**	
4.22	8X8 IPS Spigot X Sewer Gasket Adapter	25	EA	$177.00	**$167.83**	
4.23	6X6 IPS Gasket X Sewer Spigot Adapter	25	EA	$68.00	**$64.68**	
4.24	8X8 IPS Gasket X Sewer Spigot Adapter	25	EA	$123.00	**$117.12**	
5	Section V PVC Fittings, Wastewater Application, SDR26, ASDM D3033, ASDM -3	1	EA		**$280,864.35**	$280,864.35
5.1	Clean Out Boots Domestic, With Lid	100	EA	No Bid	**$175.47**	
5.2	Ring Covers 24"	120	EA	No Bid	**$278.04**	
5.3	Infra-Riser Circular, ID 24.00, OD 34.00 Flat, 2.0 Thick	120	EA	No Bid	**$87.52**	
5.4	Infra-Riser Circular, ID 24.00, OD 34.00 Flat, 3.0 Thick	120	EA	No Bid	**$128.08**	
5.5	Infra-Riser Circular, ID 30.30, OD 40.00 Flat, 2.0 Thick	120	EA	No Bid	**$111.28**	
5.6	Infra-Riser Circular, ID 30.30, OD 40.00 Flat, 3.0 Thick	120	EA	No Bid	**$169.81**	
5.7	2 X 24 Concrete Riser	100	EA	No Bid	**$20.82**	
5.8	3 X 24 Concrete Riser	100	EA	No Bid	**$18.82**	
5.9	3 X 32 Concrete Riser	100	EA	No Bid	**$26.25**	
5.10	2' Concrete Cone	5	EA	No Bid	**$250.00**	
5.11	Rainguard 24" Diameter, Strap And Vent	50	EA	No Bid	**$103.75**	
5.12	Manhole Covers Only 24" #42	100	EA	No Bid	**$162.20**	
5.13	Clean Out Cover Only	100	EA	No Bid	**$17.02**	
5.14	Rainguard 32	50	EA	No Bid	**$67.05**	
5.15	Ring Cover 32	30	EA	No Bid	**$347.55**	
5.16	Covers Only 32	30	EA	No Bid	**$234.16**	
5.17	Water Tight Manhole 24	20	EA	No Bid	**$370.82**	
5.18	Water Tight Manhole 32	20	EA	No Bid	**$434.44**	
5.19	4 x 6 x Fiberglass Manhole with 30 -opening	10	EA	No Bid	**$1,388.64**	
5.20	4 x 8 x Fiberglass Manhole with 30 -opening	10	EA	No Bid	**$1,836.37**	
5.21	4 x 12 x Fiberglass Manhole with 30 -opening	10	EA	No Bid	**$2,325.00**	
5.22	4 x 16 x Fiberglass Manhole with 30 -opening	10	EA	No Bid	**$2,913.64**	
5.23	Fiberglass manhole cones	10	EA	No Bid	**$502.28**	
5.24	Fiberglass repair kits	30	EA	No Bid	**$140.91**	
5.25	6 Inserta Tees	15	EA	No Bid	**$122.45**	
5.26	8 Inserta Tees	15	EA	No Bid	**$190.40**	
5.27	12 Inserta Tees	10	EA		**$391.29**	
6	Section VI Indiana Seal Shear Guard Coupling, PVC to Clay, SDR 35/26 or appro	1	EA	No Bid	**$29,501.05**	$29,501.05
6.1	4" X 4" PVC TO CLAY Shear Guard Coupling	25	EA		**$29.52**	
6.2	4" X 6" PVC TO CLAY Shear Guard Coupling	25	EA		**$81.23**	
6.3	6" X 6" PVC TO CLAY Shear Guard Coupling	200	EA		**$43.60**	
6.4	8" X 8" PVC TO CLAY Shear Guard Coupling	200	EA		**$60.00**	
6.5	10" X 10" PVC TO CLAY Shear Guard Coupling	30	EA		**$78.98**	
6.6	12" X 12" PVC TO CLAY Shear Guard Coupling	30	EA		**$121.43**	
7	Section VII Indiana Seal Shear Guard Coupling, PVC to PVC, SDR 35/26 or apprc	1	EA	No Bid	**$13,281.75**	$13,281.75

7.1	4" X 4" PVC TO PVC Shear Guard Coupling	25	EA		**$26.96**	
7.2	4" X 6" PVC TO PVC Shear Guard Coupling	25	EA		**$81.23**	
7.3	6" X 6" PVC TO PVC Shear Guard Coupling	50	EA		**$81.23**	
7.4	8" X 8" PVC TO PVC Shear Guard Coupling	25	EA		**$76.27**	
7.5	10" X 10" PVC TO PVC Shear Guard Coupling	25	EA		**$87.64**	
7.6	12" X 12" PVC TO PVC Shear Guard Coupling	25	EA		**$96.71**	
8	Section VIII Oversized Open-Bottom Fiberglass Manholes **Bid Price Schedule	1	EA	No Bid	**$63,606.74**	$63,606.74
8.1	60"Dia.X10X Fiberglass Manhole w30dia.opening @ top	2	EA	No Bid	**$3,311.12**	
8.2	60"Dia.X15X Fiberglass Manhole w30dia. opening @ top	2	EA	No Bid	**$4,984.45**	
8.3	60"Dia.X20X Fiberglass Manhole w30dia. opening @ top	2	EA	No Bid	**$6,221.12**	
8.4	72"Dia.X10X Fiberglass Manhole w30dia. opening @ top	2	EA	No Bid	**$4,244.45**	
8.5	72"Dia.X15X Fiberglass Manhole w30dia. opening @ top	2	EA	No Bid	**$5,762.23**	
8.6	72"Dia.X20X Fiberglass Manhole w30dia. opening @ top	2	EA	No Bid	**$7,280.00**	

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City of Laredo
Purchasing Division

RENEWAL NOTICE

August 23, 2023

Mr. Kevin Clagett
Core & Main
1830 Craig Park Court
St. Louis, MO 63146

Re: Rubber Couplings, PVC Pipe, and Related Materials
Contract FY21-095
Extension II

Dear Mr. Clagett,

This is to inform you that the contract FY21-095 for the supply of rubber couplings, pvc pipe, and related materials which was approved by City Council on September 7, 2021 is up for renewal. This is the second of three extension periods. Please advise if you wish to renew this contract.

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File ****Pending Increase******

Core & Main

Accept X Reject _____

Authorized Signature: Brandon T Smith

Print Name: Brandon Smith

Date: 08/29/23

City of Laredo
Purchasing Division

LETTER OF AWARD

September 7, 2022

Mr. Kevin Clagett
Core & Main
1830 Craig Park Court
St. Louis, MO 63146

Re: Rubber Couplings, PVC Pipe, and Related Materials
Contract FY21-095
Extension I

Dear Mr. Clagett,

This is to inform you that contract renewal FY21-095 for the supply of rubber couplings, pvc pipe, and related materials was approved by City Council on September 6, 2022. The term of this contract shall be for a period of twelve months. This is the first of three extension periods.

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 09/06/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Arturo Garcia Jr., P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew supply contract number FY21-095 with Core & Main, St. Louis, Missouri, in an amount up to $706,842.17 for the purchase of rubber couplings, PVC pipe, and related materials for the Utilities Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be extended two (2) additional one (1) year periods, upon mutual agreement. Funding is available in the Sewer System Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 9/7/21.

BACKGROUND

This contract establishes pricing for the purchase of rubber couplings, PVC pipe, and related materials. There was no price increase during the last extension period. This is the first of three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and

contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Pricing Summary

Section	Description	Core and Main
I	Rubber Couplings, PVC to Clay SDR-26	$ 3,719.00
II	Rubber Coupling, PVC to PVC SDR-26	$ 3,760.00
III	PVC Pipe & Fittings	$171,064.06
IV	PVC Fittings Wastewater Application, SDR-26	$ 141,045.22
V	PVC Fittings, Wastewater Application, ASDM	$ 280,864.35
VI	Indiana Seal Shear Guard Coupling, PVC to Clay	$ 29,501.05
VII	Indiana Seal Shear Guard Coupling, PVC to PVC	$ 13,281.75
VIII	Oversized Open-Bottom Fiberglass Manholes	$ 63,606.74
	Total	$ 706,842.17

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2022

Bugeted Y/N?: Yes

Source of Funds:

Account #: 559-0000-141-0000

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Funding for these supplies is available in Utilities operations and in Utilities bond projects.

Attachments

FY21-095 Bid Tab

FY21-095 Core Main Contract

City of Laredo
Purchasing Division

RENEWAL NOTICE

August 17, 2022

Mr. Kevin Clagett
Core & Main
1830 Craig Park Court
St. Louis, MO 63146

Re: Rubber Couplings, PVC Pipe, and Related Materials
Contract FY21-095
Extension I

Dear Mr. Clagett,

This is to inform you that the contract FY21-095 for the supply of rubber couplings, pvc pipe, and related materials which was approved by City Council on September 7, 2021 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract.

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

* No price increase until October 2022

Core & Main

Accept Reject

Authorized Signature: Kevin Clagett

Print Name: Kevin Clagett

Date: 8/25/2022

City of Laredo
Purchasing Division

LETTER OF AWARD

September 8, 2021

Mr. Kevin Clagett
Core & Main
1830 Craig Park Court
St. Louis, MO 63146

Re: Rubber Couplings, PVC Pipe, and Related Materials
Contract FY21-095
Approved by City Council on September 7, 2021

Dear Mr. Clagett,

This is to inform you that contract FY21-095 for the supply of rubber couplings, pvc pipe, and related materials was approved by City Council on September 7, 2021. The term of this contract shall be for a period of twelve months. This contract has three extension periods.

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to mpescador@ci.laredo.tx.us

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council

Meeting Date: 09/07/2021

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Arturo Garcia Jr., P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award supply contract number FY21-095 to the lowest responsive, responsible bidder: Core & Main, St. Louis, Missouri, in an amount up to $706,842.17 for the purchase of rubber couplings, PVC pipe, and related materials for the Utilities Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be extended three (3) additional one (1) year periods, upon mutual agreement. Funding is available in the Utilities Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received two (2) bids through Cit-E-Bid for awarding a contract for providing the Utilities Department with rubber couplings, PVC pipe, and related materials. Although Tenoch Distribution was the low bidder for **Section III**, on prior contracts they have been unable to deliver requested materials on a timely manner thus delaying projects. Staff is recommending that this contract be awarded to the bidder Core & Main.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Pricing Summary

Section	Description	Core and Main	Tenoch Distribution
I	Rubber Couplings, PVC to Clay SDR-26	$ 3,719.00	$ 7.400.00

II	Rubber Coupling, PVC to PVC SDR-26	$ 3,760.00	$ 7,500.00
III	PVC Pipe & Fittings	$171,064.06	$162,168.00**
IV	PVC Fittings Wastewater Application, SDR-26	$ 141,045.22	$ 146,664.00
V	PVC Fittings, Wastewater Application, ASDM	$ 280,864.35	No Bid
VI	Indiana Seal Shear Guard Coupling, PVC to Clay	$ 29,501.05	No Bid
VII	Indiana Seal Shear Guard Coupling, PVC to PVC	$ 13,281.75	No Bid
VIII	Oversized Open-Bottom Fiberglass Manholes	$ 63,606.74	No Bid
	Total	$ 706,842.17	$ 323,732.00

A complete bid tabulation is attached.
Prior contract issues with delivery of materials requested Documentation Attached.

COMMITTEE RECOMMENDATION
None.

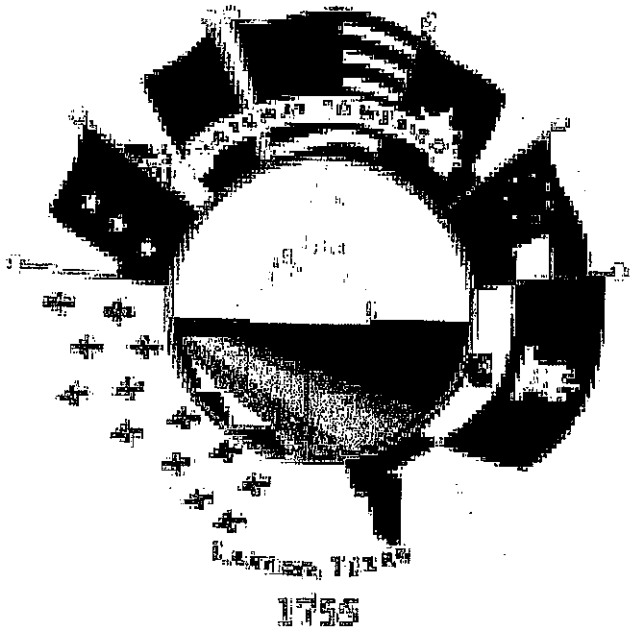
STAFF RECOMMENDATION
It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2021
Bugeted Y/N?: Yes
Source of Funds:
Account #: 559-0000-141-0000
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
Funding for these supplies is available in Utilities operations and in Utilities bond projects.

Attachments

FY21-095 Bid Tab
FY21-095 Contract
FY21-079 Prior Contract History Documentation



FY21-095
Core and Main
Supplier Response

Event Information

Number:	FY21-095
Title:	FY21-095 Rubber Couplings, PVC Pipe, and Related Materials – Utilities Department
Type:	Request For Bid
Issue Date:	7/30/2021
Deadline:	8/23/2021 05:00 PM (CT)
Notes:	NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1.Please make sure that the proposal is in a sealed envelope marked with

the following:

•Name of Proposal

•Name of Company submitting Proposal

•Address of Company submitting Proposal

1.Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2.If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

Contact Information

Contact: Juan Arriaga
Address: Utilities
5816 Daugherty
Laredo, TX 788041
Phone: (956) 721-2013
Email: jarriaga@ci.laredo.tx.us

Core and Main Information

Contact: Kevin Clagett
Address: 1830 Craig Park Court
St. Louis, MO 63146
Phone: (210) 657-1632
Fax: (210) 657-2321
Email: Kevin.Clagett@coreandmain.com
Web Address: www.coreandmain.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Loren Miller
Signature

Brandon.Smith3@coreandmain.com
Email

Submitted at 8/23/2021 3:43:31 PM

Response Attachments

FY21-095 Annual Qualification.pdf

Please see attachment for Core & Main LP Terms

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Core and Main, LP. Loren Miller 210-657-1632
3	**State how long under has the business been in its present business name** 4 years
4	**If applicable, list all other names under which the Business identified above operated in the last five years** HD Supply LTD
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? N/A
7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? N/A
8	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.
10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
11	**Conflict of Interest Questionnaire** If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid. I attest there is no conflict of interest

12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** New Submission
14	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Kevin Clagett & Brandon Smith
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY20-072
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Core & Main LP
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
22	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. *No response*

23 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

24 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

25 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

26 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

27 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

28 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section (I have read and understand this section)

29 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section (I have read and understand this section)

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)

31 **Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

Loren Miller : District Manager : Core & Main LP 08/23/21

32 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

☑ I swear or affirm information is correct (I swear or affirm information is correct)

33 **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

34 **Award By Section**

This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

☑ Yes (Yes)

35 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS
(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT
a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this

contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by sections** 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) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

Bid Lines

1	Package Header

Section I – Rubber Couplings, PVC to Clay, SDR 26; Fernco or approved equal

Bid Price Schedule Section must be completely filled out in order to be considered*

Quantity: 1 UOM: EA Total: $3,719.00

Package Items

1.1 4" X 4" PVC TO CLAY

Quantity: 50 UOM: EA Price: $4.94 Total: $247.00

1.2 4" X 6" PVC TO CLAY

Quantity: 50 UOM: EA Price: $12.41 Total: $620.50

1.3 6" X 6" PVC TO CLAY

Quantity: 100 UOM: EA Price: $10.57 Total: $1,057.00

1.4 6" X 8" PVC TO CLAY

Quantity: 50 UOM: EA Price: $19.63 Total: $981.50

1.5 8" X 8" PVC TO CLAY

Quantity: 50 UOM: EA Price: $16.26 Total: $813.00

2 Package Header

Section II – Rubber Couplings, PVC to PVC, SDR 26; Fernco or approved equal.

Bid Price Schedule Section must be completely filled out in order to be considered*

Quantity: 1 UOM: EA Total: $3,760.00

Package Items

2.1 4" X 4" PVC TO PVC

Quantity: 150 UOM: EA Price: $4.94 Total: $741.00

2.2 4" X 6" PVC TO PVC

Quantity: 50 UOM: EA Price: $12.41 Total: $620.50

2.3 6" X 6" PVC TO PVC

Quantity: 150 UOM: EA Price: $10.57 Total: $1,585.50

2.4 8" X 8" PVC TO PVC

Quantity: 50 UOM: EA Price: $16.26 Total: $813.00

3 Package Header

Section III – PVC Pipe and Fittings

Bid Price Schedule Section must be completely filled out in order to be considered*

Quantity: 1 UOM: EA Total: $171,064.06

Package Items

3.1 4" PVC Pipe -Sewer Pipe Bell and Spigot, SDR 26, ASTM D-3034,

Quantity: 1500 UOM: Linear Feet Price: $3.28 Total: $4,920.00

Supplier Notes: We will sell at current market value until pipe price has reach the price on this Bid

3.2 6" PVC Pipe-Sewer Pipe Bell and Spigot, SDR 26

Quantity: 3000 UOM: Linear Feet Price: $7.34 Total: $22,020.00

Supplier Notes: We will sell at current market value until pipe price has reach the price on this Bid

3.3 8" PVC Pipe-Sewer Pipe Bell and Spigot, SDR 26 ASTM D-3034

Quantity: 2400 UOM: Linear Feet Price: $13.28 Total: $31,872.00

Supplier Notes: We will sell at current market value until pipe price has reach the price on this Bid

3.4 10" PVC Pipe-Sewer Pipe Bell and Spigot, SDR 26

Quantity: 1860 UOM: Linear Feet Price: $20.70 Total: $38,502.00

Supplier Notes: We will sell at current market value until pipe price has reach the price on this Bid

3.5 12" PVC Pipe-Sewer Pipe Bell and Spigot, SDR 26 ASTM D-3034

Quantity: 936 UOM: Linear Feet Price: $29.74 Total: $27,836.64

Supplier Notes: We will sell at current market value until pipe price has reach the price on this Bid

3.6 15" PVC Pipe-Sewer Pipe Bell and Spigot, SDR 26

Quantity: 234 UOM: Linear Feet Price: $44.67 Total: $10,452.78

Supplier Notes: We will sell at current market value until pipe price has reach the price on this Bid

3.7 18" PVC Pipe-Sewer Pipe Bell and Spigot, SDR 26 Bell and Spigot

Quantity: 312 UOM: Linear Feet Price: $76.22 Total: $23,780.64

Supplier Notes: We will sell at current market value until pipe price has reach the price on this Bid

3.8 4" SDR 26 PR160 PVC Green pipe

Quantity: 300 UOM: Linear Feet Price: $3.65 Total: $1,095.00

Supplier Notes: We will sell at current market value until pipe price has reach the price on this Bid

3.9 6" SDR 26 PR160 PVC Green pipe

Quantity: 500 UOM: Linear Feet Price: $7.83 Total: $3,915.00

Supplier Notes: We will sell at current market value until pipe price has reach the price on this Bid

3.10 8" SDR 26 PR160 PVC Green pipe

Quantity: 500 UOM: Linear Feet Price: $13.34 Total: $6,670.00

Supplier Notes: We will sell at current market value until pipe price has reach the price on this Bid

4 Package Header

Section IV– PVC Fittings Wastewater Application, SDR 26, ASDM – D3033, ASDM -3034

Bid Price Schedule Section must be completely filled out in order to be considered*

Quantity: 1 UOM: EA Total: $141,045.22

Package Items

4.1 4" PVC Sewer 45 Degree Bell To Spigot

Quantity: 100 UOM: EA Price: $25.47 Total: $2,547.00

4.2 4" PVC Female Adapter

Quantity: 100 UOM: EA Price: $6.89 Total: $689.00

4.3 4" PVC Plugs

Quantity: 100 UOM: EA Price: $19.42 Total: $1,942.00

4.4 6" PVC 45 Degree Bell To Spigot

Quantity: 100 UOM: EA Price: $37.42 Total: $3,742.00

4.5 6" PVC 90 Degree Bell To Spigot

Quantity: 50 UOM: EA Price: $51.07 Total: $2,553.50

4.6 8" PVC 45 Degree Bell To Spigot

Quantity: 30 UOM: EA Price: $125.86 Total: $3,775.80

4.7 8" X 6" PVC Tee Saddle Short Skirt

Quantity: 120 UOM: EA Price: $64.65 Total: $7,758.00

4.8 6" PVC CAP

Quantity: 50 UOM: EA Price: $57.70 Total: $2,885.00

4.9 6" PVC Plug

Quantity: 50 UOM: EA Price: $45.00 Total: $2,250.00

4.10 8" PVC CAP

Quantity: 50 UOM: EA Price: $85.54 Total: $4,277.00

4.11 8" PVC Plug

Quantity: 50 UOM: EA Price: $79.61 Total: $3,980.50

4.12 6" X 4" PVC WYE Gasketed

Quantity: 224 UOM: EA Price: $81.98 Total: $18,363.52

4.13 6" X 6" PVC WYE Gasketed

Quantity: 182 UOM: EA Price: $101.39 Total: $18,452.98

4.14 8" X 6" PVC WYE Gasketed

Quantity: 96 UOM: EA Price: $131.72 Total: $12,645.12

4.15 8" X 8" PVC WYE Gasketed

Quantity: 64 UOM: EA Price: $230.95 Total: $14,780.80

4.16 6" X 4" TEE-WYE GXGXG SDR 26 PVC

Quantity: 100 UOM: EA Price: $88.99 Total: $8,899.00

4.17 8" X 6" TEE-WYE GXGXG SDR 26 PVC

Quantity: 100 UOM: EA Price: $128.42 Total: $12,842.00

4.18 6" x 6" x 6" WYE GXGXG SDR 26 PVC

Quantity: 25 UOM: EA Price: $101.39 Total: $2,534.75

4.19 6"X6" IPS Gasket X Sewer Gasket Adapter

Quantity: 25 UOM: EA Price: $68.17 Total: $1,704.25

4.20 8"X8" IPS Gasket X Sewer Gasket Adapter

Quantity: 25 UOM: EA Price: $162.73 Total: $4,068.25

4.21 6"X6" IPS Spigot X Sewer Gasket Adapter

Quantity: 25 UOM: EA Price: $64.56 Total: $1,614.00

4.22 8"X8" IPS Spigot X Sewer Gasket Adapter

Quantity: 25 UOM: EA Price: $167.83 Total: $4,195.75

4.23 6"X6" IPS Gasket X Sewer Spigot Adapter

Quantity: 25 UOM: EA Price: $64.68 Total: $1,617.00

4.24 8"X8" IPS Gasket X Sewer Spigot Adapter

Quantity: 25 UOM: EA Price: $117.12 Total: $2,928.00

5 **Package Header**

Section V– PVC Fittings, Wastewater Application, SDR26, ASDM – D3033, ASDM -3034

Bid Price Schedule Section must be completely filled out in order to be considered*

Quantity: 1 UOM: EA Total: $280,864.35

Package Items

5.1 Clean Out Boots Domestic, With Lid

Quantity: 100 UOM: EA Price: $175.47 Total: $17,547.00

5.2 Ring & Covers 24"

Quantity: 120 UOM: EA Price: $278.04 Total: $33,364.80

5.3 Infra-Riser Circular, ID 24.00", OD 34.00" Flat, 2.0" Thick

Quantity: 120 UOM: EA Price: $87.52 Total: $10,502.40

5.4 Infra-Riser Circular, ID 24.00", OD 34.00" Flat, 3.0" Thick

Quantity: 120 UOM: EA Price: $128.08 Total: $15,369.60

5.5 Infra-Riser Circular, ID 30.30", OD 40.00" Flat, 2.0" Thick

Quantity: 120 UOM: EA Price: $111.28 Total: $13,353.60

5.6 Infra-Riser Circular, ID 30.30", OD 40.00" Flat, 3.0" Thick

Quantity: 120 UOM: EA Price: $169.81 Total: $20,377.20

5.7 2" X 24" Concrete Riser

Quantity: 100 UOM: EA Price: $20.82 Total: $2,082.00

5.8 3" X 24" Concrete Riser

Quantity: 100 UOM: EA Price: $18.82 Total: $1,882.00

5.9 3" X 32" Concrete Riser

Quantity: 100 UOM: EA Price: $26.25 Total: $2,625.00

5.10 2' Concrete Cone

Quantity: 5 UOM: EA Price: $250.00 Total: $1,250.00

5.11 Rainguard 24" Diameter, Strap And Vent

Quantity: 50 UOM: EA Price: $103.75 Total: $5,187.50

5.12 Manhole Covers Only 24" #42

Quantity: 100 UOM: EA Price: $162.20 Total: $16,220.00

5.13 Clean Out Cover Only

Quantity: 100 UOM: EA Price: $17.02 Total: $1,702.00

5.14 Rainguard 32"

Quantity: 50 UOM: EA Price: $67.05 Total: $3,352.50

5.15 Ring & Cover 32"

Quantity: 30 UOM: EA Price: $347.55 Total: $10,426.50

5.16 Covers Only 32"

Quantity: 30 UOM: EA Price: $234.16 Total: $7,024.80

5.17 Water Tight Manhole 24"

Quantity: 20 UOM: EA Price: $370.82 Total: $7,416.40

5.18 Water Tight Manhole 32"

Quantity: 20 UOM: EA Price: $434.44 Total: $8,688.80

5.19 4' x 6' x ½" Fiberglass Manhole with 30" -opening

Quantity: 10 UOM: EA Price: $1,388.64 Total: $13,886.40

5.20 4' x 8' x ½" Fiberglass Manhole with 30" -opening

Quantity: 10 UOM: EA Price: $1,836.37 Total: $18,363.70

5.21 4' x 12' x ½" Fiberglass Manhole with 30" -opening

Quantity: 10 UOM: EA Price: $2,325.00 Total: $23,250.00

5.22 4' x 16' x ½" Fiberglass Manhole with 30" -opening

Quantity: 10 UOM: EA Price: $2,913.64 Total: $29,136.40

5.23 Fiberglass manhole cones

Quantity: 10 UOM: EA Price: $502.28 Total: $5,022.80

5.24 Fiberglass repair kits

Quantity: 30 UOM: EA Price: $140.91 Total: $4,227.30

5.25 6" Inserta Tees

Quantity: 15 UOM: EA Price: $122.45 Total: $1,836.75

5.26 8" Inserta Tees

Quantity: 15 UOM: EA Price: $190.40 Total: $2,856.00

5.27 12" Inserta Tees

Quantity: 10 UOM: EA Price: $391.29 Total: $3,912.90

6 Package Header

Section VI – Indiana Seal Shear Guard Coupling, PVC to Clay, SDR 35/26 or approved equal.

Bid Price Schedule Section must be completely filled out in order to be considered*

Quantity: 1 UOM: EA Total: $29,501.05

Package Items

6.1 4" X 4" PVC TO CLAY Shear Guard Coupling

Quantity: 25 UOM: EA Price: $29.52 Total: $738.00

6.2 4" X 6" PVC TO CLAY Shear Guard Coupling

Quantity: 25 UOM: EA Price: $81.23 Total: $2,030.75

6.3 6" X 6" PVC TO CLAY Shear Guard Coupling

Quantity: 200 UOM: EA Price: $43.60 Total: $8,720.00

6.4 8" X 8" PVC TO CLAY Shear Guard Coupling

Quantity: 200 UOM: EA Price: $60.00 Total: $12,000.00

6.5 10" X 10" PVC TO CLAY Shear Guard Coupling

Quantity: 30 UOM: EA Price: $78.98 Total: $2,369.40

6.6 12" X 12" PVC TO CLAY Shear Guard Coupling

Quantity: 30 UOM: EA Price: $121.43 Total: $3,642.90

7 Package Header

Section VII – Indiana Seal Shear Guard Coupling, PVC to PVC, SDR 35/26 or approved equal

Bid Price Schedule Section must be completely filled out in order to be considered*

Quantity: 1 UOM: EA Total: $13,281.75

Package Items

7.1 4" X 4" PVC TO PVC Shear Guard Coupling

Quantity: 25 UOM: EA Price: $26.96 Total: $674.00

7.2 4" X 6" PVC TO PVC Shear Guard Coupling

Quantity: 25 UOM: EA Price: $81.23 Total: $2,030.75

7.3 6" X 6" PVC TO PVC Shear Guard Coupling

Quantity: 50 UOM: EA Price: $81.23 Total: $4,061.50

7.4 8" X 8" PVC TO PVC Shear Guard Coupling

Quantity: 25 UOM: EA Price: $76.27 Total: $1,906.75

7.5 10" X 10" PVC TO PVC Shear Guard Coupling

Quantity: 25 UOM: EA Price: $87.64 Total: $2,191.00

7.6 12" X 12" PVC TO PVC Shear Guard Coupling

Quantity: 25 UOM: EA Price: $96.71 Total: $2,417.75

8 **Package Header**

Section VIII – Oversized Open-Bottom Fiberglass Manholes

Bid Price Schedule Section must be completely filled out in order to be considered*

Quantity: 1 UOM: EA Total: $63,606.74

Package Items

8.1 60"Dia.X10'X ½" Fiberglass Manhole w30"dia.opening @ top

Quantity: 2 UOM: EA Price: $3,311.12 Total: $6,622.24

8.2 60"Dia.X15'X ½" Fiberglass Manhole w30"dia. opening @ top

Quantity: 2 UOM: EA Price: $4,984.45 Total: $9,968.90

8.3 60"Dia.X20'X ½" Fiberglass Manhole w30"dia. opening @ top

Quantity: 2 UOM: EA Price: $6,221.12 Total: $12,442.24

8.4 72"Dia.X10'X ½" Fiberglass Manhole w30"dia. opening @ top

Quantity: 2 UOM: EA Price: $4,244.45 Total: $8,488.90

8.5 72"Dia.X15'X ½" Fiberglass Manhole w30"dia. opening @ top

Quantity: 2 UOM: EA Price: $5,762.23 Total: $11,524.46

8.6 72"Dia.X20'X ½" Fiberglass Manhole w30"dia. opening @ top

Quantity: 2 UOM: EA Price: $7,280.00 Total: $14,560.00

Response Total: $706,842.17

Qualifications to Bid of Core & Main LP
Submitted to the City of Laredo
Request for Bid
FY21-095 Rubber Couplings, PVC Pipe, and Related Materials
Utilities Department

Notwithstanding anything contained in any bid or contract documents to the contrary, Core & Main LP ("Core & Main") hereby qualifies its bid as follows. The bid of Core & Main and acceptance by Core & Main of any subsequent agreement is made expressly conditioned upon assent by the City of Laredo (the "City") to the following additional or different terms, which shall supersede and control over the terms of any request for bid or request for proposal, any contract documents and specifications, and any prior addenda thereto:

1. Core & Main will use commercially reasonable efforts to deliver materials ordered within the time specified in the bid documents or the Agreement. Core & Main reserves the right to extend those delivery times based on manufacturer lead times as impacted events beyond the control of Core & Main including but not limited to the current pandemic, global shipping delays and resin shortage. Core & Main will not be liable for liquidated damages or other delay damages arising from delays in delivery, manufacturer lead times or other circumstances beyond the control of Core & Main.

2. Due to current supply chain disruptions, all materials are subject to pricing at the time of shipment. Prices submitted with the bid of Core & Main LP reflect prices at the time of bid submission, are subject to change at any time and are not firm. Pricing, material availability and timeliness of shipments cannot be guaranteed. This term supersedes all other contractual provisions.

3. Notwithstanding anything contained herein to the contrary, the manufacturer's warranty only shall apply to all materials purchased by the City hereunder. The City acknowledges that Core & Main is a distributor of materials only, and therefore offers no additional warranties. CORE & MAIN SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.

Dated this 19th day of August, 2021.

CORE & MAIN LP

Loren Miller

JLM 8-23-2021

Executive Session 58.

City Council-Regular
Meeting Date: 09/18/2023
Initiated By: Joaquin A. Rodriguez

Staff Source: Legal

SUBJECT

Request for Executive Session pursuant to Texas Government Code 551.071 (1)(A) to consult with legal counsel concerning Tony Moreno v. City of Laredo and the Laredo Municipal Civil Service Commission and any other matters incident thereto.

VENDOR INFORMATION FOR COMMITTEE AGENDA

NA

PREVIOUS COUNCIL ACTION

NA

BACKGROUND

NA

COMMITTEE RECOMMENDATION

NA

STAFF RECOMMENDATION

NA

City Council-Regular
Meeting Date: 09/18/2023
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Robert J Garza, Transit General Manager

SUBJECT

2023-RT-08 Authorizing the City Manager to accept and execute additional funds from the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities under the Fixing America's Surface Transportation (FAST) Act grant in the amount of $42,105.00 FTA share (50%) and $42,105.00 In-Kind Match (50%) for the total of $84,210.00 additional funds will be added to grant application TX-2022-005-01. The additional funds will be used to cover El Lift - Paratransit operating expenses.

PREVIOUS COUNCIL ACTION

On January 18, 2022, the Laredo Mass Transit Board approved to accept and execute FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities funds in the amount of $375,000.00. FTA share is $300,000.00 and Local match is $75,000.00, for a grand total of $375,000.00 for the replacement of three (3) El Lift Paratransit vans. Account 518-5179-585-9004 was opened for this purchase.

At this time, only $300,000.00 of FTA funds were requested for the replacement of the three (3) paratransit vans, leaving a remaining FTA balance of $42,105.00 pending use on the next call for project(s). Which has now been designated for El Lift Paratransit operating expenses at a 50% FTA Share and 50% In-Kind Match.

BACKGROUND

The FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program provides transportation funds on a competitive basis for the purchase of equipment and/or operating services to transport or improve access to transportation for seniors and people with disabilities. The City of Laredo is the Direct Recipient for 5310 funding and El Metro staff are responsible for developing and coordinating the 5310 Grant Program in the Laredo Urbanized Area. On April 22, 2021, a fifth (5th) Call for Projects for Fiscal Year 2020-2021 Section 5310 competitive grant program was completed.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends authorizing the City Manager to accept and execute FTA additional funds to be added to the FTA grant TX-2022-005-01.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	
Source of Funds:	El Metro Operations
Account #:	558-5812/558-5814
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Revenue available in 558-0000-372-1003.
Funds are in the El Metro - Para-transit Operation division (558-5812/558-5814).

Attachments

Resolution 2023-RT-08
Award TX-2022-005-01

RESOLUTION 2023-RT-08

AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE ADDITIONAL FUNDS FROM THE FEDERAL TRANSIT (FTA) SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES UNDER THE FIXING AMERICA'S SURFACE TRANSPORTATION (FAST) ACT GRANT IN THE AMOUNT OF $42,105.00 FTA SHARE (50%) AND $42,105.00 LOCAL MATCH (50%) FOR A TOTAL OF $84,210.00 ADDITIONAL FUNDS WILL BE ADDED TO GRANT APPLICATION TX-2022-005-01. THE ADDITIONAL FUNDS WILL BE USED TO COVER EL LIFT – PARATRANSIT OPERATING EXPENSES.

WHEREAS, the City of Laredo, Texas, authorizes the City Manager to accept and execute additional funds under the grant application number TX-2022-005-01 to the Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program in the amount of $84,210.00 authorized under the Fixing America's Surface Transportation (FAST) Act; 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 Grant Program in the amount of $84,210.00 for Fiscal Year 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE MASS TRANSIT BOARD AND THE MAYOR OF CITY OF LAREDO THAT:

Section 1. Authorizing the City Manager and staff to accept and execute additional funds under grant application to the Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Number TX-2022-005-01 in the amount of $84,21.00,

Section 2. Authorizing the City Manager to submit the Capital funds awarded from the grant application for Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program under Section 5310 funds.

PASSED BY THE MASS TRANSIT BOARD AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2023.

_____

Dr. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Award

Federal Award Identification Number (FAIN)	TX-2022-005-01
Temporary Application Number	2069-2021-5
Award Name	Laredo FFY20-21 Section 5310 Program Rolling Stock
Award Status	Active (Executed)
Award Budget Number	0

Period of Performance Start Date	12/13/2021	
Original Period of Performance End Date	9/30/2023	
Current Period of Performance End Date	11/30/2024	Revision #: 1

Part 1: Recipient Information

Name: LAREDO, CITY OF

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
2069	City	CITY OF LAREDO	Y5MTUNLGB2P5	069463594

Location Type	Address	City	State	Zip
Headquarters	1110 HOUSTON ST	LAREDO	TX	78040
Physical Address	1110 HOUSTON ST	LAREDO	TX	78040
Mailing Address	1301 FARRAGUT ST.	LAREDO	TX	78040

Union Information

Union Name	**TEAMSTERS LOCAL UNION NO. 657**
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas

Zipcode	78239
Contact Name	HUGO FLORES
Telephone	2105902013
Fax	2105904420
E-mail	
Website	DOES NOT HAVE EMAIL
Union Name	**TEAMSTERS LOCAL UNION NO. 657**
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas
Zipcode	78239
Contact Name	FRANK PERKINS
Telephone	2105902013
Fax	2105904420
E-mail	
Website	

Part 2: Award Information

Title: Laredo FFY20-21 Section 5310 Program Rolling Stock

FAIN	Award Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
TX-2022-005-01	Active (Executed)	Grant	Region 6	8/17/2023	8/17/2023	No

Award Executive Summary
Amendment 01- 08/17/2023.

This amendment is to add the $42,105.00 FY21 unobligated 5310 lapsing funds. The $42,105.00 (scope 600-00 30.09.01) operating.
Local match for these project will be from transit sales tax. Pre-award authority will be used for expenses incurred prior to award. This amount is does not exceed the 45% allowed for non-traditional 5310 projects.

As no project applications were received, this action allows the City of Laredo to self-certify.

City of Laredo certifies that the selected projects in our POP and Grant Budget are derived from a locally-developed, Coordinated Public Transit - Human Services Transportation Plan. The allocation of these funds were awarded on a fair and equitable basis; the project have been derived from a coordinated public transit- human services transportation plan; to the extent feasible services are coordinated with transportation services provided by other federal agencies; and the planning process included representatives of public, private and non-profit transportation and human service providers, participation by the public and representatives addressing the needs of seniors and individuals with

disabilities
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Executive Summary: FY20 ($169,388) and FY21 ($172,717) apportionment for the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities grant program. These funding amounts will be used for rolling stock only. Local match for these project will be from transit sales tax.

FFY 2020 Available apportionment $169,388; requesting full amount.
FFY 2021 Available apportionment $172,717; requesting only $130,612 (remaining balance of $42,105 will be used for next Call For Projects in 2022). Federal Total Requesting: $300,000.

As no project applications were received, this action allows the City of Laredo to self-certify.

City of Laredo certifies that the selected projects in our POP and Grant Budget are derived from a locally-developed, Coordinated Public Transit - Human Services Transportation Plan. The allocation of these funds were awarded on a fair and equitable basis; the project have been derived from a coordinated public transit- human services transportation plan; to the extent feasible services are coordinated with transportation services provided by other federal agencies; and the planning process included representatives of public, private and non-profit transportation and human service providers, participation by the public and representatives addressing the needs of seniors and individuals with disabilities

The minimum amount for traditional projects exceeds the 55% requirement. STIP Pages are attached.

Purpose: The purpose of this grant is to purchase rolling stock that will replace aging paratransit vans.

Activities to be performed: Three (3) ADA Paratransit Vans will be purchased.

Expected Outcomes: New capital equipment will provide more flexible transportation

Intended Beneficiaries: The Elderly and Disabled riders will be provided with reliable transportation.

Subrecipient Beneficiaries: N/A

Project in the STIP is located on page 603.

Frequency of Milestone Progress Reports (MPR)
Annual

Frequency of Federal Financial Reports (FFR)
Annual

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?
Yes, this Grant will use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Description

Purpose
The purpose of this grant amendment is to add the remaining balance of the FY21 5310 award in the amount of $42,105.00 for paratransit operating expenses.

Activities to be performed:
Funds will be used to cover operating expenses for paratransit. Funds will be used to cover all eligible operating expenses such as driver and other operations worker salaries, fuel, bus parts, and supplies including personal protective equipment and cleaning supplies in order only for the paratransit operations department.

Expected outcomes:
Funding will allow the Laredo Transit to continue provide providing operations duties.

Intended beneficiaries:
The Laredo Transit and the riders that rely on its services will benefit from continued services, permitting workers to get to work and seniors and persons with disabilities to essential services.

Subrecipient Activities:
N/A

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	chevonne.madison@dot.gov	Transportation Program Specialist		
Eloisa	Mascorro	Grants Administrator	emascorro@ci.laredo.tx.us	(956) 795-2288 284

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	$342,105
Local			$117,105
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$459,210**

Award Budget

Project Number		Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2022-005-01-01	600-00 (600-A2)	OTHER PROGRAM COSTS		$42,105.00	$42,105.00	$84,210.00	0
TX-2022-005-01-01		30.09.01	UP TO 50% FEDERAL SHARE	$42,105.00	$42,105.00	$84,210.00	0
TX-2022-005-01-01	641-00 (641-A1)	5310 PROJECTS		$300,000.00	$75,000.00	$375,000.00	3
TX-2022-005-01-01		11.12.15	BUY REPLACEMENT VAN	$300,000.00	$75,000.00	$375,000.00	3

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
TX-16-X056	TX-2022-005-01-01	5310 PROJECTS	641-00 (641)	A1	482390	Laredo, TX	2020.25.16.DL.2	00	Enh Mob Seniors/Disabl - > 200K	$0	$169,388
TX-16-X056	TX-2022-005-01-01	5310 PROJECTS	641-00 (641)	A1	482390	Laredo, TX	2021.25.16.DL.2	00	Enh Mob Seniors/Disabl - > 200K	$0	$130,612

TX-16-X056	TX-2022-005-01-01	OTHER PROGRAM COSTS	600-00 (600)	A2	482390	Laredo, TX	2021.25.16.DL.2	04	Enh Mob Seniors/Disabl - > 200K	$42,105	$42,105

Part 3: Project Information

Project Title: Three (3) Paratransit Vans

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2022-005-01-01	2069-2021-5-P1	8/17/2023	11/1/2021	6/30/2024

Project Description
The Laredo Transit Management Inc. will be replacing three (3) Paratransit Vans for the El Lift Paratransit Department. The vans being replace are; 1.) 2009 Chevrolet Champion unit #915 VIN# 1GBJG316591171696 miles are 168,029. 2.) 2009 Chevrolet Champion unit #922 VIN# 1GBJG316X91171497 miles are 176,029 and last 3.) 2009 Chevrolet Champion unit #0927 VIN# 1GBJG316791174065 miles are 141,878. All three vans have exceeded their lifetime expectancy of 100,000 miles or 4 years.

Project Benefits
The Laredo Transit vans will be less prone to breakdown during operations picking up ADA passengers.

Additional Information
none.

Location Description
The new vans will be located at 401 Scott Street in Laredo, Texas 78040 and will be in service only in the urbanized area.

Project Location (Urbanized Areas)

UZA Code	Area Name
482390	Laredo, TX

Congressional District Information

State	District	Representative
Texas	23	Will Hurd
Texas	28	Henry Cuellar

Program Plan Information

STIP/TIP
Date: 7/8/2021
Description: Approved Stip

UPWP

Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	$342,105
Local			$117,105
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$459,210**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2022-005-01-01	600-00 (600-A2)	OTHER PROGRAM COSTS	$42,105.00	$42,105.00	$84,210.00	0
TX-2022-005-01-01	30.09.01	UP TO 50% FEDERAL SHARE	$42,105.00	$42,105.00	$84,210.00	0
TX-2022-005-01-01	641-00 (641-A1)	5310 PROJECTS	$300,000.00	$75,000.00	$375,000.00	3
TX-2022-005-01-01	11.12.15	BUY REPLACEMENT VAN	$300,000.00	$75,000.00	$375,000.00	3

Project Budget Activity Line Items

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER PROGRAM COSTS (600-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	0

Extended Budget Description
Funds will be used to cover operating expenses for paratransit. Funds will be used to cover all eligible operating expenses such as driver and other operations worker salaries, fuel, bus parts, and supplies including personal protective equipment and cleaning supplies in order only for the paratransit operations department.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	$42,105
Local			$42,105
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$84,210**

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2023	Start date.
End Date	6/30/2024	Estimated completion date.

Budget Activity Line Item: 11.12.15 - BUY REPLACEMENT VAN

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
5310 PROJECTS (641-00)	11.12.15	BUY REPLACEMENT VAN	BUY REPLACEMENTS - CAPITAL BUS	3

Extended Budget Description
The Laredo Transit Management Inc. will be replacing three (3) Paratransit Vans for the El Lift Paratransit Department. The federal/local match ratio is 80/20.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	$300,000
Local			$75,000
Local/In-Kind			$0

State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$375,000**

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	11/1/2021	Staff will evaluate the purchase of vans through the TxDOT approved DIR or other state contracts recommended by TxDOT.
Contract Award Date	12/6/2021	Estimated award date to vendor once grant approved
initial Delivery Date	6/30/2022	Estimated delivery date
Final Delivery Date	8/15/2022	Initial Delivery date
Contract Completion Date	3/31/2023	Estimated date of contract is complete as manufacturers have reported difficulty to find supplies.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
5310 PROJECTS (641-00)	11.12.15	BUY REPLACEMENT VAN	3	$300,000.00	$375,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER PROGRAM COSTS (600-00)	30.09.01	UP TO 50% FEDERAL SHARE	0	$42,105.00	$84,210.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

There are no review comments to display at this time.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-30)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(30), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and

(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: LAREDO, CITY OF

Recipient ID: 2069

UEI: Y5MTUNLGB2P5

DUNS: 069463594

Award Information

Federal Award Identification Number: TX-2022-005-01

Award Name: Laredo FFY20-21 Section 5310 Program Rolling Stock

Award Start Date: 12/13/2021

Original Award End Date: 9/30/2023

Current Award End Date: 11/30/2024

Award Executive Summary: Amendment 01- 08/17/2023.

This amendment is to add the $42,105.00 FY21 unobligated 5310 lapsing funds. The $42,105.00 (scope 600-00 30.09.01) operating.
Local match for these project will be from transit sales tax. Pre-award authority will be used for expenses incurred prior to award. This amount is does not exceed the 45% allowed for non-traditional 5310 projects.

As no project applications were received, this action allows the City of Laredo to self-certify.

City of Laredo certifies that the selected projects in our POP and Grant Budget are derived from a locally-developed, Coordinated Public Transit - Human Services Transportation Plan. The allocation of these funds were awarded on a fair and equitable basis; the project have been derived from a coordinated public transit- human services transportation plan; to the extent feasible services are coordinated with transportation services provided by other federal agencies; and the planning process included representatives of public, private and non-profit transportation and human service providers, participation

by the public and representatives addressing the needs of seniors and individuals with disabilities
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Executive Summary: FY20 ($169,388) and FY21 ($172,717) apportionment for the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities grant program. These funding amounts will be used for rolling stock only. Local match for these project will be from transit sales tax.

FFY 2020 Available apportionment $169,388; requesting full amount.
FFY 2021 Available apportionment $172,717; requesting only $130,612 (remaining balance of $42,105 will be used for next Call For Projects in 2022). Federal Total Requesting: $300,000.

As no project applications were received, this action allows the City of Laredo to self-certify.

City of Laredo certifies that the selected projects in our POP and Grant Budget are derived from a locally-developed, Coordinated Public Transit - Human Services Transportation Plan. The allocation of these funds were awarded on a fair and equitable basis; the project have been derived from a coordinated public transit- human services transportation plan; to the extent feasible services are coordinated with transportation services provided by other federal agencies; and the planning process included representatives of public, private and non-profit transportation and human service providers, participation by the public and representatives addressing the needs of seniors and individuals with disabilities

The minimum amount for traditional projects exceeds the 55% requirement. STIP Pages are attached.

Purpose: The purpose of this grant is to purchase rolling stock that will replace aging paratransit vans.

Activities to be performed: Three (3) ADA Paratransit Vans will be purchased.

Expected Outcomes: New capital equipment will provide more flexible transportation

Intended Beneficiaries: The Elderly and Disabled riders will be provided with reliable transportation.

Subrecipient Beneficiaries: N/A

Project in the STIP is located on page 603.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $459,210.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $42,105.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $42,105.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $342,105.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $117,105.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	$342,105
Local			$117,105
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$459,210**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Donald Koski
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: donald.koski@dot.gov
Award Date: 9/6/2023

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Robert Garza
General Manager
LAREDO, CITY OF
9/6/2023

CITY OF LAREDO

CITY COUNCIL MEETING
A-2023-S-09
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
September 18, 2023
5:30 P.M.

SUPPLEMENTAL AGENDA

I. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

1. Appointment by Mayor Victor Trevino of David Ramon to the South Texas Development Council.

2. Appointment by Mayor Victor Trevino of Juanita Ramon to the Firefighter's Retirement System Board of Trustees.

II. 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.

DETOX: STAFF SOURCE DR. VIVIANA MARTINEZ, DIRECTOR

0. Authorizing the City Manager to go into a Lease Agreement with Aegis Asset Backed Securities, LLC for spaced located 209 W Village Blvd, Ste 1-4 to house the ROOTS Intensive Outpatient & Integrated Behavioral Health Services. The term of the least is for 24 months commencing October 1st, 2023, and ending September 30th, 2025. The rate per rentable square foot is $1.00/psf/month, total monthly rate of $6,990.00, for a total not to exceed $167,976.00. Funding is available through the American Rescue Plan Act.

III. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

A. **Request by Mayor Dr. Victor D. Trevino**

1. Recognition and Proclamation for fellow Laredoan Jovita Idar a Mexican-American activist and journalist being memorialized on a commemorative quarter. Jovita Idar based her activism on education, women's rights and civil rights for Mexican Americans. **(Co-Sponsored by Council Member Melissa R. Cigarroa, Council Member Alyssa Cigarroa and Council MemberDr.Tyler King)**

IV. ADJOURNMENT

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, September 15, 2023 at 5:00 p.m.

_____

Jose A. Valdez, Jr.
City Secretary

Motions

City Council-Supplemental Agenda

Meeting Date: 09/18/2023

Initiated By: Viviana Martinez, DETOX Director

Initiated By: Dr. Viviana Martinez

Staff Source: Viviana Martinez, Detox Director

SUBJECT

Authorizing the City Manager to go into a Lease Agreement with Aegis Asset Backed Securities, LLC for spaced located 209 W Village Blvd, Ste 1-4 to house the ROOTS Intensive Outpatient & Integrated Behavioral Health Services. The term of the least is for 24 months commencing October 1st, 2023, and ending September 30th, 2025. The rate per rentable square foot is $1.00/psf/month, total monthly rate of $6,990.00, for a total not to exceed $167,976.00. Funding is available through the American Rescue Plan Act.

VENDOR INFORMATION FOR COMMITTEE AGENDA

Aegis Asset Backed Securities, LLC

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	American Rescue Plan
Account #:	274-7410-543-3710
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Funding is available in the American Rescue Plan
Account 274-7410-543-3710

Attachments

Oridance lease Agreement

Aegis Asset Lease Agreement

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH THE TEXAS AEGIS ASSET BACKED SECURITIES FOR THE USE OF APPROXIMATELY 6990 SQ FEET OF OFFICE SPACE IDENTIFIED AS 209 W. VILLAGE BLVD. 1,2,3,4; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo operates the Detoxification Center to help meet the diverse behavioral health needs of diverse populations; and

WHEREAS, Detoxification Department seeks to provide high-quality intensive outpatient (IOP) behavioral health services to diverse populations to meet the demand as an underserved community of greater Laredo, Texas and Webb County; and

WHEREAS, IOP will work to aid any eligible participants in receiving all benefits to which they are entitled under state and federal law; and

WHEREAS, this agreement is authorized by 31 CFR Part 35 RIN 1505-AC81; and

WHEREAS, the Parties wish to facilitate the provision of behavioral health services and the highest possible level of customer services through the grant of a revocable license to HCAD for reasonable use of office space.

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

Section 1. The City Council hereby approves and authorizes the City Manager to execute a lease agreement with the Texas Aegis Asset Backed Securities for the use of approximately 6990 sq feet of office space identified as 209 W. Village Blvd. 1,2,3,4.

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_____2023.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTESTED:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY:_____
DOANH "ZONE" T. NGUYEN CITY ATTORNEY

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1. PARTIES: The parties to this lease are:

Landlord: **AEGIS ASSET BACKED SECUEITIES, LLC.** ; and

Tenant: **CITY OF LAREDO DETOXIFICATION DEPARTMENT** .

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements *(Check only one box)*:

[X] (1) Multiple-Tenant Property: Suite or Unit Number **1,2,3&4** containing approximately _____ square feet of rentable area in **PALM VIEW PLAZA** *(project name)* at **209 W VILLAGE BLVD.1,2,3&4** *(address)* in **LAREDO** *(city)*, **WEBB** *(county)*, Texas, which is legally described on attached Exhibit _____ or as follows:

_____

_____

_____.

[ ] (2) Single-Tenant Property: The real property containing approximately _____ square feet of rentable area at: _____

_____ *(address)* in _____ *(city)*, _____ *(county)*, Texas, which is legally described on attached Exhibit _____ or as follows:

_____

_____

_____.

B. If Paragraph 2A(1) applies:

(1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and

(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area [ ] will [X] will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is ~~11~~ 24 months and 0 days, commencing on: ~~August 1, 2023~~ 10/1/2023 (Commencement Date) and ending on ~~December 31, 2024~~ 9/30/2025 (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially

complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot *(optional)*		Base Monthly Rent $
From	To	$ Monthly Rate	$ Annual Rate	
~~08/01/2023~~	~~12/31/2024~~	~~1.00~~ / rsf / month	/ rsf / year	~~6,990.00~~
10/01/2023	9/30/2025	1.00 / rsf / month	/ rsf / year	6,999.00
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached *(Check all that apply.)*:

- ☐ (1) Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
- ☐ (2) Commercial Lease Addendum for Percentage Rent (TXR-2106)
- ☐ (3) Commercial Lease Addendum for Parking (TXR-2107)
- ☐ (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before ~~July 31, 2023~~ October 1st 2023.

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: _____
Address: _____

F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any

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check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. Returned Checks: Tenant will pay $ **39.00** for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay $ **6,990.00** to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. *(Check all that apply.)*

	N/A	Landlord	Tenant
(1) Water			X
(2) Sewer			X
(3) Electric			X
(4) Gas	X		
(5) Telephone			X
(6) Internet			X
(7) Cable			X
(8) Trash		X	
(9) _____	X		
(10)All other utilities			

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay

and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice: Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.**

D. After-Hours HVAC Charges: "HVAC services" means heating, ventilating, and air conditioning of the leased premises. *(Check one box only.)*

☐ (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

☐ (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of $ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

☒ (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
(1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: *(check only (a) or (b) below)*
☒ (a) $1,000,000; or
☐ (b) $2,000,000.
If neither box is checked the minimum amount will be $1,000,000.
(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
☐ (3) business interruption insurance sufficient to pay 12 months of rent payments;

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately

after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

A. Tenant may use the leased premises for the following purpose and no other: **Professional and medical use only**.

B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.

C. The Property maintains operating hours of *(specify hours, days of week, and if inclusive or exclusive of weekends and holidays)*: **Monday through Friday 7:00am to 6:00pm**.

10. LEGAL COMPLIANCE:

A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
(1) any activity which is a nuisance or is offensive, noisy, or dangerous;
(2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
(3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
(4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
(5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
(6) the permanent or temporary storage of any hazardous material; or
(7) _____.

B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.

C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.

B. During the last **30** days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.

B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.

C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.

D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic

emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.

C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. *(Check all that apply.)*

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components	☐	☒	☐
(2) Glass and windows	☐	☒	☐
(3) Fire protection equipment	☐	☒	☐
(4) Fire sprinkler systems	☐	☒	☐
(5) Exterior & overhead doors, including closure devices, molding, locks, and hardware	☐	☒	☐
(6) Grounds maintenance, including landscaping and irrigation systems	☐	☒	☐
(7) Interior doors, including closure devices, frames, molding, locks, and hardware	☐	☐	☒
(8) Parking areas and walks	☐	☒	☐
(9) Plumbing systems, drainage systems and sump pumps	☐	☒	☐
(10) Electrical systems, mechanical systems	☐	☒	☐
(11) Ballast and lamp replacement	☐	☐	☒
(12) Heating, Ventilation and Air Conditioning (HVAC) systems	☐	☒	☐
(13) HVAC system replacement	☐	☒	☐
(14) Signs and lighting:			
(a) Pylon	☒	☐	☐
(b) Facia	☒	☐	☐
(c) Monument	☒	☐	☐
(d) Door/Suite	☒	☐	☐
(e) Other: _____	☐	☐	☐
(15) Extermination and pest control, excluding wood-destroying insects.	☐	☒	☐
(16) Fences and Gates	☒	☐	☐
(17) Storage yards and storage buildings	☐	☐	☐
(18) Wood-destroying insect treatment and repairs	☐	☐	☐
(19) Cranes and related systems	☐	☐	☐
(20) _____		☐	☐
(21) _____		☐	☐
(22) All other items and systems.		☐	☐

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

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E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(12), Tenant [X] is [ ] is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.

G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.

H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.

B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.

C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.

D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.

C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
(1) any lost rent;
(2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
(3) repairs to the leased premises for use beyond normal wear and tear;
(4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
(5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
(6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
(7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
(8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
(9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT: Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will

indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.

☒ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
(1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
(2) all advances made under any such lien, encumbrance, or ground lease;
(3) the interest payable on any such lien or encumbrance;
(4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
(5) any restrictive covenant affecting the leased premises or the Property; and
(6) the rights of any owners' association affecting the leased premises or Property.

B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.

B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.

C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.

D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.

E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.

B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the

health or safety of an ordinary person, except: NONE

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

Principal Broker: EXIT REALTY LAREDO
Agent: FLOR E GONZALEZ
Address: 10414 MEDICAL LP, STE B-1 LAREDO, TX 78045
Phone & Fax: (956)324-4555
E-mail: floratexitrealty@gmail.com
License No.:

Cooperating Broker:
Agent:
Address:
Phone & Fax:
E-mail:
License No.:

Principal Broker: *(Check only one box)*
- ☐ represents Landlord only.
- ☐ represents Tenant only.
- ☒ is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

B. Fees:

☒ (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
- ☒ (a) a separate written commission agreement between Principal Broker and: ☒ Landlord ☐ Tenant.
- ☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

☐ (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
- ☐ (a) a separate written commission agreement between Cooperating Broker and: ☐ Principal Broker ☐ Landlord ☐ Tenant.
- ☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at:
Address:

Phone: (714)465-4611 Fax: _____
and a copy to: _____
Address: _____
Phone: _____ Fax: _____
[X] Landlord also consents to receive notices by e-mail at: brina@aegisfunding.com

Tenant at the leased premises,
and a copy to: _____
Address: _____
Phone: _____ Fax: _____
[X] Tenant also consents to receive notices by e-mail at: _____

35. SPECIAL PROVISIONS:

36. AGREEMENT OF PARTIES:

A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.

E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.

F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.

H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.

I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: AEGIS ASSET BACKED SECUEITIES, LLC.

By: _____

By (signature): _____
Printed Name: JASON MOORE
Title: President Date: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

Tenant: CITY OF LAREDO DETOXIFICATION DEPARTMENT

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

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