

CITY OF LAREDO

CITY COUNCIL MEETING

A-2022-R-15

LIVE WEB LINK: <http://laredotx.swagit.com/live>

CITY COUNCIL CHAMBERS

1110 HOUSTON STREET

LAREDO, TEXAS 78040

September 19, 2022

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

V. MINUTES

Approval of the minutes of August 15, 2022, September 6, 2022, and September 12, 2022.

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 5:45 p.m. the day of the meeting. All comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

VI. RECOGNITION

1. Recognizing three (3) outstanding City of Laredo employees to be named as the City's Employees of the Quarter for the 3rd Quarter of 2022, Joanne M. White (Planning Department-whose work is mostly conducted indoors), Julio C. Garcia, (Utilities Department-whose work is mostly conducted outdoors), and Michael J. Raines, (Police Department subject to Collective Bargaining) in accordance with Ordinance No. 2021-0-014 which establishes the City of Laredo Employee of the Quarter Program.

VII. COMMUNICATIONS

VIII. PUBLIC HEARINGS

1. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 7, Block 1019, Western Division, located at 4002 San Eduardo Avenue, from R-2 (Multifamily 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-082-2022 District VIII

2. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 39.67 acres, 1.98 acres out of the remaining portion of 26.61 acre tract, conveyed to MRMD Development Company, Limited Liability Company, Volume 4612, pages 402-407, Webb County Official Public Records and 13.54 acres out of a 13.58 acre tract, conveyed to MRMD Development Company, Limited Liability Company, Volume 4225, page 242, Webb County Official Public, also being out of Portion 34, Jose A. Diaz, Original Grantee, Abstract 762, City of Laredo, Webb County, Texas and 24.15 acres out of 478.22 acres, Tract 4, conveyed to Cuatro Vientos South, Limited, recorded in Volume 4225, pages 242-256, Webb County Official Public Records, situated in Portion 34, Abstract 762, Webb County, Texas, located east of Cuatro Vientos Road and south of Concord Hills Boulevard, from AG (Agricultural District) to R-1A (Single Family Reduced Area District).

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

ZC-085-2022
District II

3. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 7, Block 2031, Eastern Division, located at 3220 Santa Barbara, from R-3 (Mixed Residential 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-081-2022
District II

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 the east part of Lots 5 and 7, Block 167, Western Division, and 1,249.92 square feet, out of the Main Avenue right-of-way, adjacent to Lots 5 and 7, Block 167, Western Division, as per deed recorded in Volume 5323, pages 741-747, Webb County Official Public Records, located at 1020 Main Avenue.

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

ZC-080-2022
District VIII

5. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 19.84 acre tract of land out of a 53.40 acre tract of land out of a tract of land conveyed to L91 BC Properties, Limited Liability Company, a Florida Limited Liability Company, as described in deed recorded in Volume 4430, pages 282-289, Official Public Records, Webb County, Texas, and containing 53.40 acre of land, and being situated in Porcion 28, E. Martinez, Abstract 241, Webb County, Texas, located south of East Saunders Street and west of Bob Bullock Loop, from R-1A (Single Family Reduced Area District) to R-1B (Single-Family High Density District).

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

ZC-086-2022
District IV

6. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 1.69 acre tract of land out of a 53.40 acre tract of land out of a tract of land conveyed to L91 BC Properties, Limited Liability Company, a Florida Limited Liability Company, as described in deed recorded in Volume 4430, pages 282-289, Official Public Records, Webb County, Texas, and containing 53.40 acre of land, and being situated in Porcion 28, E. Martinez, Abstract 241, Webb County, Texas, located south of East Saunders Street and west of Bob Bullock Loop, from R-1A (Single-Family Reduced Area District) to B-3 (Community Business District).

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

ZC-087-2022
District IV

7. **Public Hearing and Introductory Ordinance** authorizing the Interim City Manager to accept a grant, approve a program, and appropriate funds from The University of Texas Health Science Center at San Antonio in the amount up to \$108,781.00 for the Laredo Fire Department EMS Division to help improve the outcomes of residents that have suffered narcotic overdose; and amend the FY21-22 Special Fire Grants budget by increasing revenues and expenditures in the amount of \$108,781.00.

8. **Public Hearing and Introductory Ordinance** authorizing the Interim City Manager to amend the City of Laredo FY21-22 Airport Construction Budget to accept and appropriate revenues and expenses by the amount of \$7,478,252.00 for Federal Aviation Administration Grant No. 3-48-0136-100-2022. This grant will be used for the construction of Taxiways H1 & H2 at the Laredo International Airport. Local match is \$830,917.00 is available un Airport Construction fund. Total project cost is \$8,309,169.00; providing for severability; and providing for an effective date.

9. **Public Hearing and Introductory Ordinance** authorizing the Interim City Manager to amend the City of Laredo FY21-22 Airport Construction Budget to accept and appropriate revenues and expenses by the amount of \$7,500,000.00 for Federal Aviation Administration Grant No. 3-48-0136-102-2022. This grant will be used for the rehabilitation of the Passenger Terminal at the Laredo International Airport. Local match is \$833,334.00. Total project cost is \$8,333,334.00; providing for severability; and providing for an effective date. Funding is available in Airport Construction fund.

(Recess)
(Press Availability)

IX. INTRODUCTORY ORDINANCES

10. Introductory Ordinance amending Article VI [Investment Policy] of Chapter 2 [Administration] of the Code of Ordinances in order to:
 1. Update Investment Officers Titles
 2. Adjust / Update the current broker / Dealer List

11. Authorizing the Interim City Manager to execute a lease agreement between the Laredo International Airport and Webb County Head Start for approximately 1.0128 acres of land located at 4704 Naranjo Street. Said tract of land is legally described as Block 33, Laredo Airport Subdivision Plat, recorded in Volume 5, page 1 of the Webb County Plat Records. Lease term is for five (5) years and with one option to renew for an additional five (5) year option until September 30, 2032. Initial monthly rent shall be \$2,707.21 a month and will be adjusted annually according to changes in the Consumer Price Index (CPI); and providing for an effective date.

X. FINAL READING OF ORDINANCES

12. **2022-O-155** Adopting the proposed annual budget for Fiscal Year 2022-2023 by appropriating the proposed revenues, expenditures and balances reported therein for the year beginning October 1, 2022 and ending September 30, 2023, 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 10, 2022 (see Exhibit "B") and the Holiday Schedule for Fiscal Year 2022-2023 (see Exhibit "C") and authorizing the Interim City Manager to implement said annual budget. **(As amended)**

13. **2022-O-156** Amending Chapter 14, Garbage, Trash and Refuse, Article II, Rates for Garbage and Refuse Collection and Landfill Operations, Section 14-9, Rates, of the City of Laredo Code of Ordinances by changing Section (A) to increase the garbage collection fee from eighteen dollars (\$18.00) to twenty dollars (\$20.00) per month plus an additional one dollar (\$1.00) increase per year for the subsequent three fiscal years. Additional trash bin fee from seven dollars (\$7.00) to eight dollars (\$8.00) per month plus an additional one dollar (\$1.00) increase per year for the subsequent four fiscal years. Changing Section (E) Commercial Establishments (Other) increasing all tiers as follows: tier one from thirty-five \$35.00 to thirty-six fifty \$36.50 per month plus an additional \$1.50 increase per year for the subsequent four fiscal years, tier two from \$45.00 to \$47.08 per month plus an additional \$2.08 per year for the subsequent four fiscal years. Tier three from \$80.00 to \$83.58 per month plus an additional \$3.58 increase per year for the subsequent four fiscal years. Tier four from \$110.00 to \$114.28 per month plus an additional \$4.28 increase per year for the subsequent four fiscal years. Commercial Establishments (Downtown Central Business District) increasing all tiers as follows: tier one from \$70.00 to \$72.50 per month plus an additional \$2.50 increase per year for the subsequent four fiscal years, tier two from \$90.00 to \$93.25 per month plus an additional \$3.25 increase per year for the subsequent four fiscal years, tier three from \$160.00 to \$165.75 per month plus an additional \$5.75 increase per year for the subsequent four fiscal years. Tier four from \$220.00 to \$227.75 per month plus an additional \$7.75 for the subsequent four fiscal years. Increasing Landfill Tipping Fees all tiers as follows: tier one from \$31.50 to \$36.50 per ton plus an additional \$5.00 increase per year for the subsequent four fiscal years, tier two from \$66.50 to \$71.50 per ton plus an additional \$5.00 increase per year for the subsequent four fiscal years, tier three from \$201.50 to \$206.50 per ton plus an additional \$5.00 increase per year for the subsequent four fiscal years; providing that this ordinance shall be cumulative; providing for a savings clause; providing for a severability clause; and providing for an effective date.

14. **2022-O-157** Amending the provisions of the return to work policies and procedures for all city employees including civil service employees pursuant to their collective bargaining agreement and civil service rules by amending Ordinance 1998-O-003, Chapter II, Administration, Sec. 2-50.6 (B) Length of Modified Duty from sixty (60) days to one hundred eighty (180) days and authorizing the Interim City Manager to implement the policies and procedures identified herein pursuant to the City of Laredo's Code of Ordinances and providing that this ordinance shall be cumulative; providing for a savings clause and severability clause and providing for publication and effective date.

15. **2022-O-158** An Ordinance of the City of Laredo Texas, amending Chapter 19, Article VIII, Section 19-365, of the Code of Ordinances by adding five parking spots identified for bill pay use to both the north and south side parking lot of City Hall, each spot shall allow for 30-minute use; providing that this Ordinance shall be cumulative; providing a severability clause; and declaring an effective date.
16. **2022-O-159** An Ordinance of the City of Laredo, providing for the adoption of a tax rate of \$0.570000 per \$100 value. This tax rate will have a Maintenance and Operation Rate of \$0.449396 per \$100 value and an Interest and Sinking Fund Rate of \$0.120604 per \$100 value for the levy and the collection of General and Special Ad Valorem taxes for the City of Laredo for Tax Year 2022 and Fiscal Year 2022-2023.

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, INTERIM AIRPORT DIRECTOR

17. Consideration to authorize the one-time purchase of new airfield signage from Standard Signs, Inc., Macedonia, OH, in the amount of \$65,063.54. Standard Signs, Inc. is the direct, sole manufacturer of the FAA-approved Lumacurve brand airfield signs and replacement parts; this one-time purchase of new signs is to replace old crouse-hinds signs on the airfield and upgrade kits (installation is not included). Funding is available in the International Airport Fund.
18. Consideration to authorize a professional service contract with GRA, Incorporated, Alexandria, VA in the amount not to exceed \$70,000.00. The purpose is to provide consulting services in support of air service development at the Laredo International Airport. The contract is a one (1) year term commencing on October 1, 2022 and ending September 30, 2023. Funding is available under the Airport Operation Funds.

COMMUNITY DEVELOPMENT: STAFF SOURCE TINA MARTINEZ, COMMUNITY DEVELOPMENT DIRECTOR

19. Consideration for approval of the CDBG FY21-22 Roberto De Llano Park Improvements-Installation of Metal Shade Structure as complete, release of retainage and approval of final payment in the amount of \$18,450.00 to Midas Contractor, LLC., Laredo, Texas. The final construction contract amount is \$184,500.00. Funding is available in the 2019, 2020, and 2021 CDBG Grants.
20. Authorizing the Interim City Manager to enter into multiple contracts and award 2022 Emergency Solutions Grant (ESG) Program funds made available by the U.S. Department of Housing and Urban Development in the total amounts of:
 1. \$202,437.00 to Bethany House of Laredo, Inc., for shelter operations, provision of essential services, street outreach services, homelessness prevention assistance,

- rapid re-housing assistance, and homeless management information system.
 - 2. \$40,000.00 to Casa de Misericordia (CASA) for the operations of their shelter.
 - 3. \$24,063.00 to Holding Institute for shelter operations, provision of essential services, and homeless management information system.
- Funding is available in the 2022 ESG Grant Year.

ECONOMIC DEVELOPMENT: STAFF SOURCE MIRIAM CASTILLO, INTERIM ECONOMIC DEVELOPMENT DIRECTOR

- 21. Authorizing the Interim City Manager to execute a services contract between the City of Laredo and Laredo Main Street in an amount not to exceed \$70,000 for a physical inventory and phone survey relating to structures in the downtown business improvement district. The term of the agreement shall be for one (1) year.

ENGINEERING: STAFF SOURCE RAMON E. CHAVEZ, CITY ENGINEER

- 22. Consideration for approval of the Independence Hills Park Basketball Shade Project FY21-ENG-013 as complete, release of retainage and approval of final payment in the amount of \$40,717.60 to ALC Construction, Laredo, Texas. The final construction contract amount is \$407,176.00 and a total of one hundred twenty (120) working days. Funding is available in the 2021A C.O. Bond.
- 23. Consideration to award construction contract FY22-ENG-25 for the Sames Auto Arena Roof Replacement to the lowest responsible responsive bidder Abba Construction, LLC., including the total base bid plus contingency allowance in the amount not to exceed \$3,013,999.00 consisting of the replacement of polyisocyanurate insulation on rooftop surfaces, repair and adjustment of scuppers, drains, mechanical equipment, antenna equipment, other miscellaneous rooftop items, five (5) year full system contractor warranty, twenty (20) year No Dollar Limit (NDL) full system manufacturer's warranty, project located at 6415 Sinatra Parkway; with a construction contract time of two hundred seventy (270) calendar days, and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Funding is available in the Sports Venue Fund-Renewal & Replacement Fund. (Contingent upon approval of Resolution 2022-R-162.)

One (1) electronic bid through Cit-E-Bid and two (2) manual bids were received at the City Secretary's on Thursday, July 28, 2022, at 4:00 P.M. The three (3) bids were publicly opened, read and taken under advisement on Friday, July 29, 2022, at 11:00 A.M. as follows:

Bidder	Base Bid (Lump Sum)	Contingency (Lump Sum)	Total Base Bid plus Contingence	Alternate #1 (annual roof maintenance agreement)	Original Bid Bond (submitted)
Melo Roofing Construction and Renovation	\$543,750.00	\$550,000.00	\$1,093,750.00	\$32,000.00	No

Abba Construction, LLC	\$2,293,999.00	\$720,000.00	\$3,013,999.00	\$29,000.00	Yes
Summit Building & Design	\$4,070,879.00	\$720,000.00	\$4,790,879.00	\$3,995.00	Yes

Attached recommendation letter from Terracon Consultants, Inc. for the City of Laredo to award contract for this project.

24. Consideration for approval to reject the two (2) bids received for FY22-ENG-39 City of Laredo Animal Care Facility Phase IV Kennels "E" and New Medical Facility consisting of constructing a new pet adoption center, new medical building and new kennel building. There is no financial impact. One (1) manual bid, and one (1) electronic bid through Cit-E-Bid were received at the City Secretary's Office at 4:00 P.M. on Wednesday, August 31, 2022 and publicly opened, read, and taken under advisement on Thursday, September 1, 2022, at 10:00 A.M. as follows:

Contractor	Total Base Bid
ALC Construction Co., Inc, Laredo, Tx.	\$1,466,000.00
Midas Contractors, LLC, Laredo, Tx.	\$1,930,000.00

Attached is the recommendation letter from JHS Architect to reject all bids.

FINANCE: STAFF SOURCE JOSE F. CASTILLO, ACTING FINANCE DIRECTOR

25. **2022-R-162** Expressing official intent to reimburse \$3,015,000.00 with tax-exempt obligation proceeds costs associated with roof improvements to the Sames Auto Arena.
26. **2022-R-163** Resolution directing publication of the notice of intention to issue City of Laredo, Texas Combination Tax and Revenue Certificate of Obligation, in one or more series, in the maximum amount of \$50,000,000.00 for the purpose of:
- (1.) Planning, constructing, 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 buildings and facilities;
 - (5.) Acquiring municipal equipment and municipal vehicles for various City Departments, including the Parks and Recreation Departments, Public Safety Departments, Public Works Department, Transit 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.

FIRE: STAFF SOURCE GUILLERMO HEARD, FIRE CHIEF

27. Authorizing the Interim City Manager to award contract FY22-087 to Linde Gas & Equipment, Danbury, CT., as the primary vendor and Tims South Texas, Laredo, TX., as the secondary vendor for an annual amount not to exceed \$60,000.00. This contract is for the rental of cylinders and the purchase of welding gases and medical oxygen used by various City departments. The term of this contract is a period of two (2) years subject to future appropriations; contract may be extended for one (1) additional two (2) year periods upon mutual agreement of the parties. Funding is available in the respective departmental budgets.
28. Consideration to approve a Memorandum of Understanding between Border Region Behavioral Health Center Community Health Workers addressing Substance Use Disorders Creating Alternatives, Resilience and Empowerment, or CARE Program and the City of Laredo Fire Department for the purpose of coordinating mutual services to individuals who reside in Texas; whether youth or adults, males or females that are living with substance abuse disorders, to increase linkage and retention in substance use, mental health, and medical services.
29. Authorizing the Interim City Manager to ratify a purchase with Caldwell Country Chevy/Siddons-Martin Emergency Group Denton, TX in the amount of \$129,868.00 for the acquisition of two (2) marked emergency units for the Opioid Response Team. Funding for this purchase is available from the Special Fire Grants-Fire TX Targeted Opiate Response-Capital Outlay expense account.
30. Authorizing the Interim City Manager to ratify a purchase with ZOLL Medical Corporation, New York, NY in the amount of \$52,698.59 for the acquisition of EKG devices and AutoPulse for the Opioid Response Team. Funding for this purchase is available from Special Fire Grants-Fire TX Targeted Opiate Response expense account.
31. Consideration to approve a purchase from Delta Fire & Safety TX, Port Neches, TX in the amount not to exceed \$132,162.27 for the purchase of tactical safety gear and accessories that includes, but is not limited to protection armor for neck, back, chest, groin and portable stretchers. This gear will be used by emergency response medics. Funding is available in the General Fund Fire Department.

FLEET MANAGEMENT: STAFF SOURCE RONALD MILLER, FLEET DIRECTOR

32. 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.

33. Authorizing the Interim City Manager to approve the purchase of three (3) 2022 Ford F-150 Extended Cab vehicles from Silsbee Ford for the total amount of \$101,462.22. This purchase will be made utilizing the Buy Board Cooperative Purchasing Program, GOODBUY 22-22-8F000 Vehicles. Funding is available in the Public Access - PEG Fund account and General Fund-Animal Control Department.

HEALTH: STAFF SOURCE RICHARD A. CHAMBERLAIN, HEALTH DIRECTOR

34. **2022-R-158** Authorizing the Interim City Manager to accept additional funding in the amount of \$95,000.00 from the Prevention and Early Intervention Division of the Texas Department of Family and Protective Services for the City of Laredo Health Department Nurse Family Partnership Innovation program for a total amount of \$695,000.00 with no match for the term period from September 1, 2022, through August 31, 2023.
35. **2022-R-159** Ratifying the execution of an amendment from the Health and Human Services Commission in the amount of \$340,208.00 with no match for the City of Laredo Health Department, Healthy Texas Women program for the term period from September 1, 2022, through August 31, 2023.
36. **2022-R-160** Ratifying the execution of an amendment from the Health and Human Services Commission, in the amount of \$88,376.00 with no match for the City of Laredo Health Department, Women's Health Preventive Health Services and Family Planning program for the term period from September 1, 2022, through August 31, 2023.
37. Ratifying the execution of an Agreement with the University of Texas Health Science Center at Houston on behalf of its Department of UT Health School of Public Health in the amount of \$10,000.00 for the City of Laredo Health Department UT-Health GET-Public Health Informatics and Workforce Training Program for the term period from April 1, 2022, to March 30, 2023. Funds will be used for supplies to assist participants.

HUMAN RESOURCES: STAFF SOURCE LINDA TENIENTE, HUMAN RESOURCES DIRECTOR

38. Authorizing the Interim City Manager to approve a contract agreement with Governmentjobs.com, Inc. (dba "NEOGOV") for the eForm product in the amount not to exceed \$100,000.00 with an annual recurring subscription in the amount of \$34,872.00. This product will be utilized to transition the current City's employee personnel files and Human Resources documents from paper to an electronic filing system and workflow. Funding is available in the Risk Management Fund.

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

39. Authorizing the Interim City Manager to enter into a Temporary License Agreement with the Boys and Girls Club of Laredo, a non-profit entity, for the use of city-owned athletic fields for flag football youth recreation programs. The term of the agreement being September 21, 2022 through November 4, 2022; no fee will be charged by the City to the association in view of the public benefit in allowing the association to use the City's facilities for a flag football program for the benefit of the youth of Laredo.

POLICE: STAFF SOURCE CLAUDIO TREVINO, CHIEF OF POLICE

40. **2022-R-161** Authorizing the Interim City Manager to renew a Memorandum of Understanding between the City of Laredo Police Department (LPD) and Immigration and Customs Enforcement (ICE) - Homeland Security Investigations (HSI) for the purpose of reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

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

41. Authorizing the Interim City Manager to award a contract in the amount of \$79,360.00 to Castle Engineering & Testing, LLC, for the Construction Material Testing at the Manadas Wastewater Treatment Plant project. Funds are available in 2020A Sewer Bond.
42. Authorizing Interim City Manager to issue a purchase order to TrueLook, Inc. in the amount of \$67,851.00. These cameras are needed to monitor the construction of the Manadas Wastewater Treatment Plant. This purchase order includes 4 cameras, maintenance and support for 3 years which is the anticipated duration of the project. Funding is available in the Sewer Construction Fund.
43. Authorizing the Interim City Manager to award a contract to Barcom Technology Solutions, in the amount of \$168,988.17 for the purchase of network communication routers for both the water and wastewater facilities of the Utilities Department through the State of Texas, Department of Information Resources (DIR) cooperative purchase contracts, DIR-TSO-4167. Funding is available in the Water and Sewer Construction Funds.

END OF CONSENT AGENDA

XII. STAFF REPORTS

44. 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. The following are the ongoing audits/review: Vehicle Repair Process Audit, and Evaluation of City Policies.

45. Presentation with possible action by Fire Chief/EMC, Guillermo Heard, and Utilities Director, Arturo Garcia, on the drought condition affecting Laredo; and any other matters incident thereto.
46. Discussion with possible action on the status of the Sister Cities Agreements and Donations process to prioritize communities within a 75-mile radius of Laredo. Vehicles and equipment to be considered for donation must have been sent to auction and not sold. Vehicles and equipment must be determined to have zero value and must not be in use by any City department, and any other matters incident thereto.
47. Discussion with possible action regarding the monitoring of credit service businesses AKA payday loan lenders in an effort to reduce abusive and predatory lending.
48. Presentation of the Plan of Finance by Noe Hinojosa of Estrada-Hinojosa & Company, Inc., as it relates to various proposed bond issuances, with possible action.
49. Presentation with possible action by Police Chief, Claudio Trevino, on the adoption of an emergency plan that will be implemented when there is an outage or occurrence at our trade bridges, 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.

50. Executive Session pursuant to the Texas Government Code Section 551.071 and the Texas Disciplinary Rules of Professional Conduct Rule 1.05 to consult with attorneys concerning legal issues regarding the contemplated litigation by Ms. Kristina K. Laurel Hale, and return to open session for possible action if necessary.
51. Executive Session pursuant to Texas Government Code Section 551.071 and the Texas Disciplinary Rules of Professional Conduct Rule 1.05 to consult with attorneys concerning legal issues regarding collective bargaining matters and the Collective Bargaining Negotiations between the City of Laredo, Texas and the Laredo Fire Fighters Association, Local 872, and return to open session for possible action if necessary.

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

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

52. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

A. Request by Council Member Rudy Gonzalez, Jr.

1. Discussion with possible action to instruct the Interim City Manager to authorize staff to install speed humps at the following locations 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 1 Priority Funds will be used for this project.

- 4500 Sepulveda Ln

B. Request by Mayor Pro-Tempore Vidal Rodriguez

1. Discussion with possible action to upgrade the electrical system at the ME Benavides Baseball Complex to include remodeling of the concession stand, and any other matters incident thereto. District 2 priority funds will be used for this project.

C. Request by Council Member Dr. Marte A. Martinez

1. Discussion with possible action regarding developing a Private Public freight/cargo airport utilizing the 1500 acres located at mile marker 13 for future development and any matters incident thereto.

D. Request by Council Member Vanessa J. Perez

1. Discussion with possible action on a Transportation Reinvestment Zone (TRZ) for Mines Rd. developments that will support the infrastructure needs of the area, and any other matters incident thereto.
2. Discussion with possible action on the visit by the Environmental Protection Agency (EPA), with a presentation by Earth Justice, and to participate in an air monitoring initiative, testing specifically for ethylene oxide, and any other matters incident thereto.

E. Request by Council Member Alyssa Cigarroa

1. Discussion with possible action on the authority to sign a resolution on behalf of the City Council to recognize the importance of pollinator habitat both restored and maintained on public and private lands. **(Co-sponsored by Council Member Mercurio Martinez)**

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 Wednesday, September 14, 2022 at 7:00 p.m.

Jose A. Valdez, Jr.
City Secretary

Public Hearings (also Intro Ord) 1.

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Salinas & Gamez Properties, LLC, Owner; Mario Gamez, Applicant;
Juan Gamez, 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 7, Block 1019, Western Division, located at 4002 San Eduardo Avenue, from R-2 (Multifamily 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-082-2022

District VIII

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VIII - Cm. Alyssa Cigarroa

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

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

Surrounding land uses: To the north of the site is primarily residential use and Pace Street. To the east of the site is primarily mixed residential use as well as San Eduardo Avenue and Meme's Auto Repair. To the south of the site is Ugarte Street as well as Mariscos El Pescador and residential use. To the west of the site is Laredo Auto Repair as well as San Dario Avenue, Interstate 35, and some residential use.

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

<https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/>

Transportation Plan: The Long Range Thoroughfare Plan does not identify San Eduardo Avenue or Ugarte Street.

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

Letters sent to surrounding property owners: 30 In Favor: 0 Opposed: 5

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 4 to 1 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 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot width is approximately 46.29 feet.
2. The proposed use is compatible with the mix of commercial and residential uses in the area.
3. While the proposed zone change is not in conformance with the Comprehensive Plan's designation as Medium Density Residential (R-1, R-O, R-2, B-1R, R-1B), the site abuts B-3 zoning districts to the north, west, and across from Ugarte Street.

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. To the north, west, and across Ugarte Street are community business district uses.

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

No. To the north, west, and across Ugarte Street are B-3 zoning districts.

Will change adversely influence living conditions in the neighborhood?

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

neighborhood.

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

Yes. The existing R-2 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:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Maps

Ordinance



INTERSTATE 35 400'

SAN DARIO AVE 55.56'

UGARTE ST 55.56'

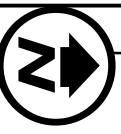
SAN EDUARDO AVE 55.56'



AERIAL MAP
1 inch = 70 feet

ZC-082-2022
COUNCIL DISTRICT 8
4002 SAN EDUARDO AVENUE

APPLICATION FOR
R-2 (MULTI-FAMILY DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

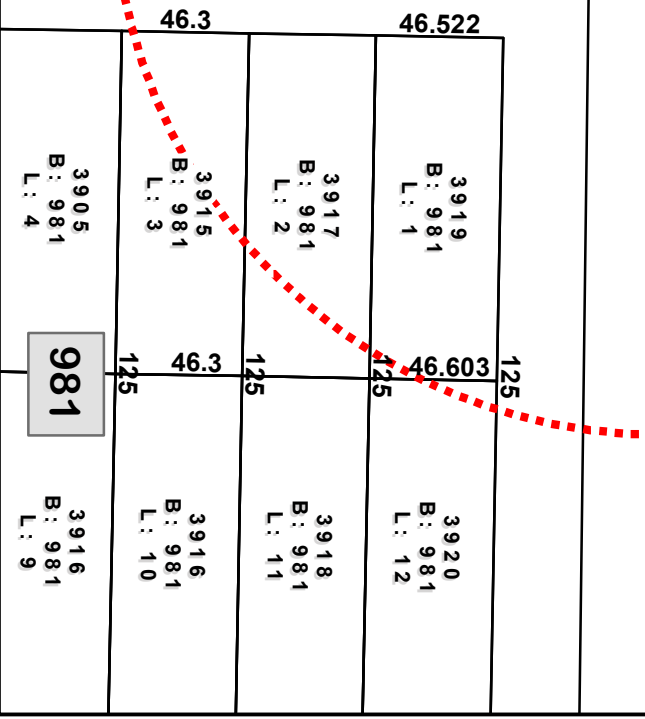
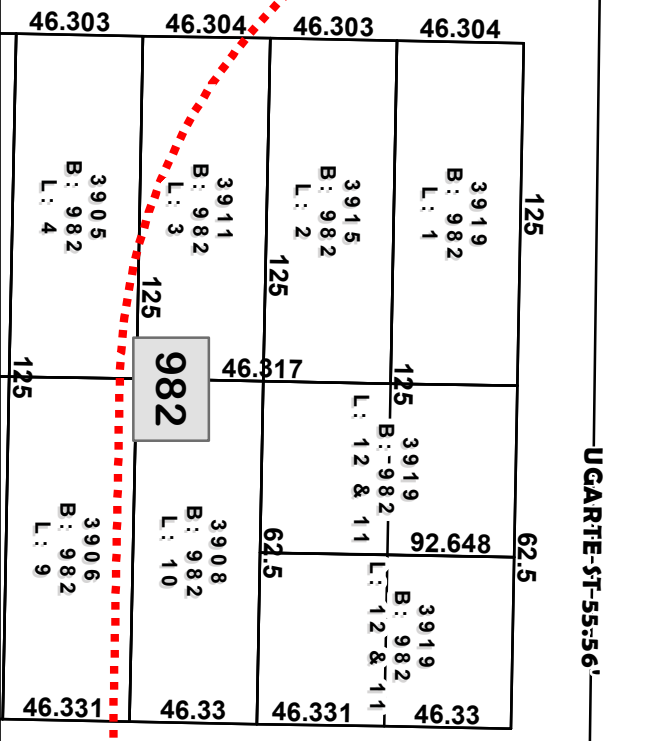
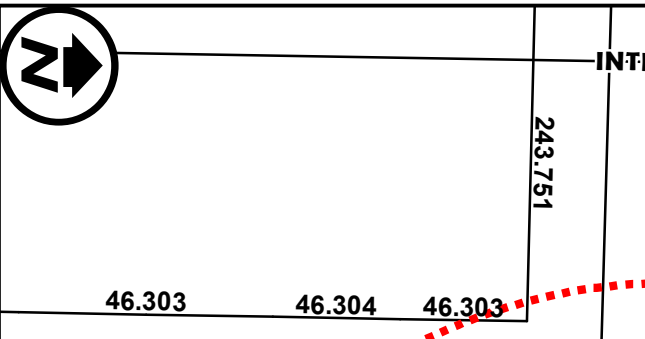
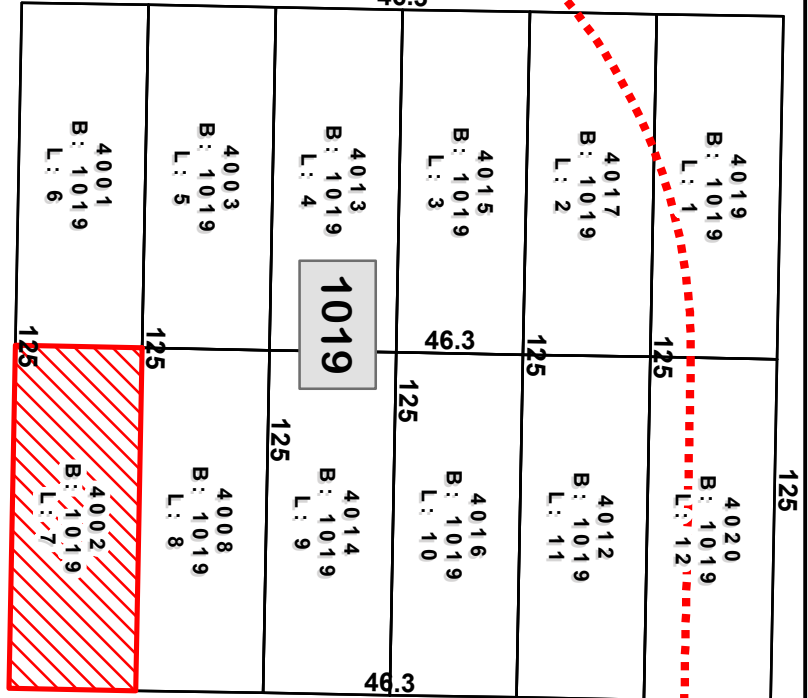
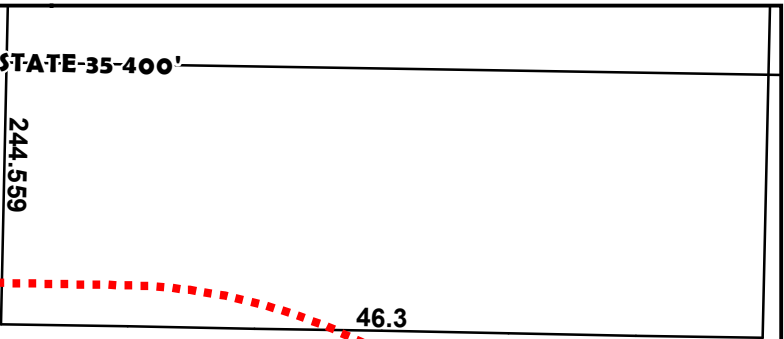


INTERSTATE-35-400'

SAN-DARIO-AVE-55-56'

UGARTE-ST-55-56'

SAN-EDUARDO-AVE-55-56'



DIMENSIONS MAP

1 inch = 70 feet

ZC-082-2022
COUNCIL DISTRICT 8
4002 SAN EDUARDO AVENUE

APPLICATION FOR
R-2 (MULTI-FAMILY DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

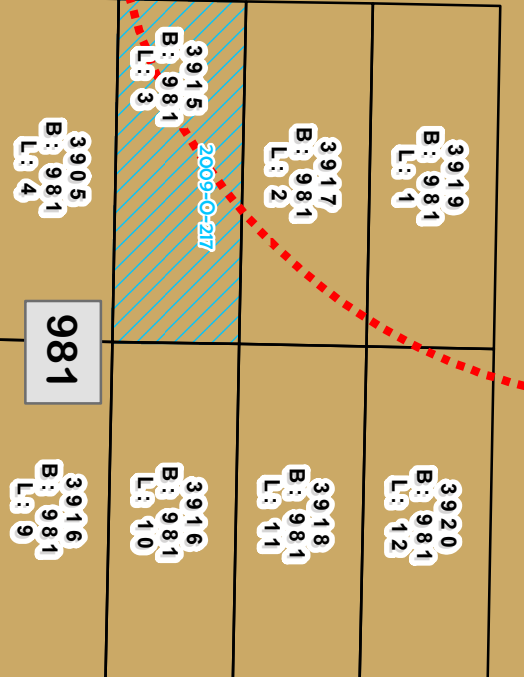
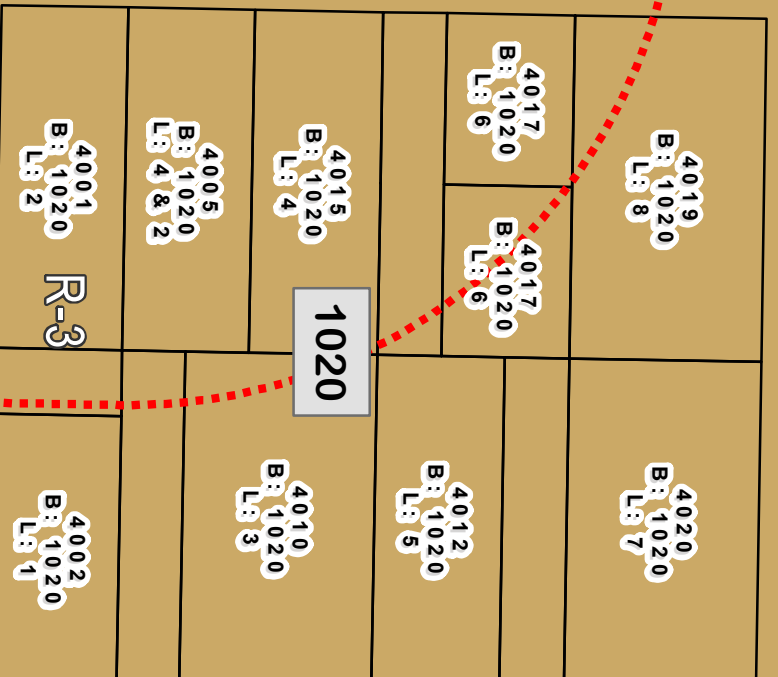
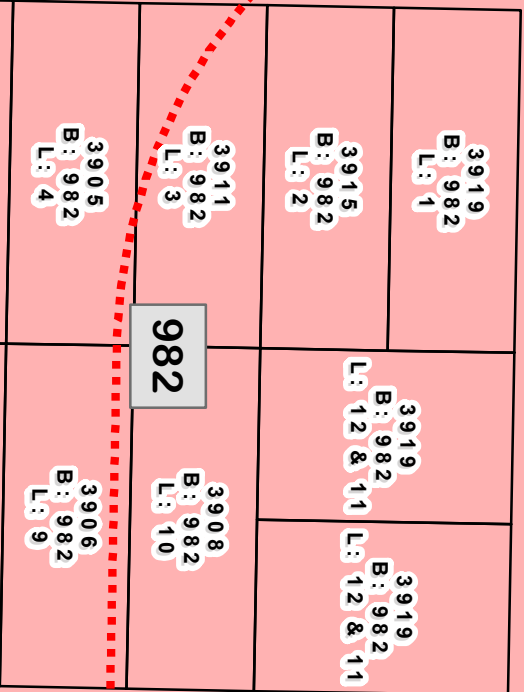
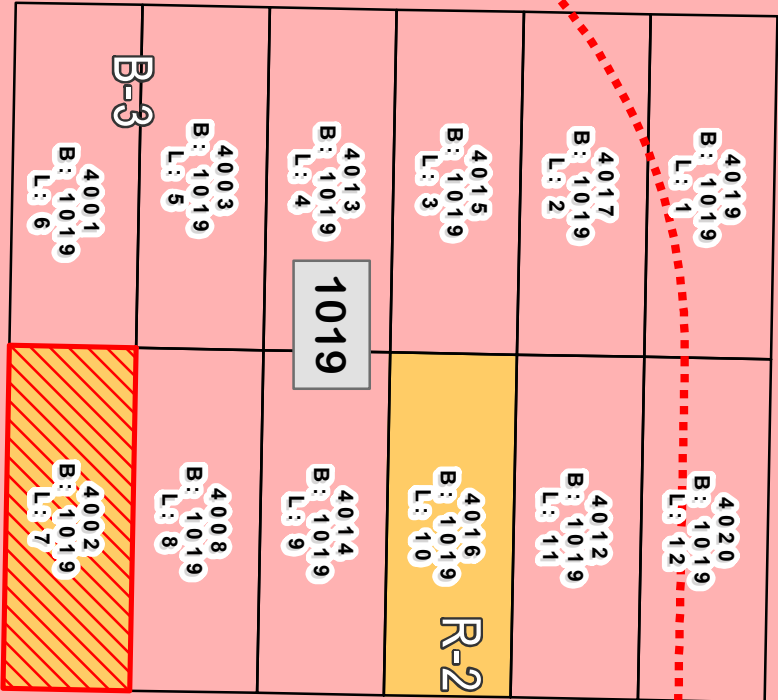


INTERSTATE-35-400'

SAN-DARIO-AVE-55:56'

UGARTE-ST-55:56'

SAN-EDUARDO-AVE-55:56'



ZONING MAP

1 inch = 70 feet

ZC-082-2022

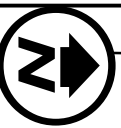
COUNCIL DISTRICT 8

4002 SAN EDUARDO AVENUE

APPLICATION FOR

R-2 (MULTI-FAMILY DISTRICT) TO

B-3 (COMMUNITY BUSINESS DISTRICT)



INTERSTATE-35-400'

SAN-DARIO-AVE-55:56'

UGARTE-ST-55:56'

SAN-EDUARDO-AVE-55:56'

4019 B: 1019 L: 1	4020 B: 1019 L: 12
4017 B: 1019 L: 2	4012 B: 1019 L: 11
4015 B: 1019 L: 3	4016 B: 1019 L: 10
4013 B: 1019 L: 4	4014 B: 1019 L: 9
4003 B: 1019 L: 5	4008 B: 1019 L: 8
4001 B: 1019 L: 6	4002 B: 1019 L: 7

1019



3919 B: 982 L: 1	3919 B: 982 L: 12 & 11	3919 B: 982 L: 12 & 11
3915 B: 982 L: 2		
3911 B: 982 L: 3	3908 B: 982 L: 10	
3905 B: 982 L: 4	3906 B: 982 L: 9	

982

4019 B: 1020 L: 8	4020 B: 1020 L: 7
4017 B: 1020 L: 6	4012 B: 1020 L: 5
4015 B: 1020 L: 4	4010 B: 1020 L: 3
4005 B: 1020 L: 4 & 2	
4001 B: 1020 L: 2	4002 B: 1020 L: 1

1020

3919 B: 981 L: 1	3920 B: 981 L: 12
3917 B: 981 L: 2	3918 B: 981 L: 11
3915 B: 981 L: 3	3916 B: 981 L: 10
3905 B: 981 L: 4	3916 B: 981 L: 9

981

SURVEY MAP

ZC-082-2022

COUNCIL DISTRICT 8

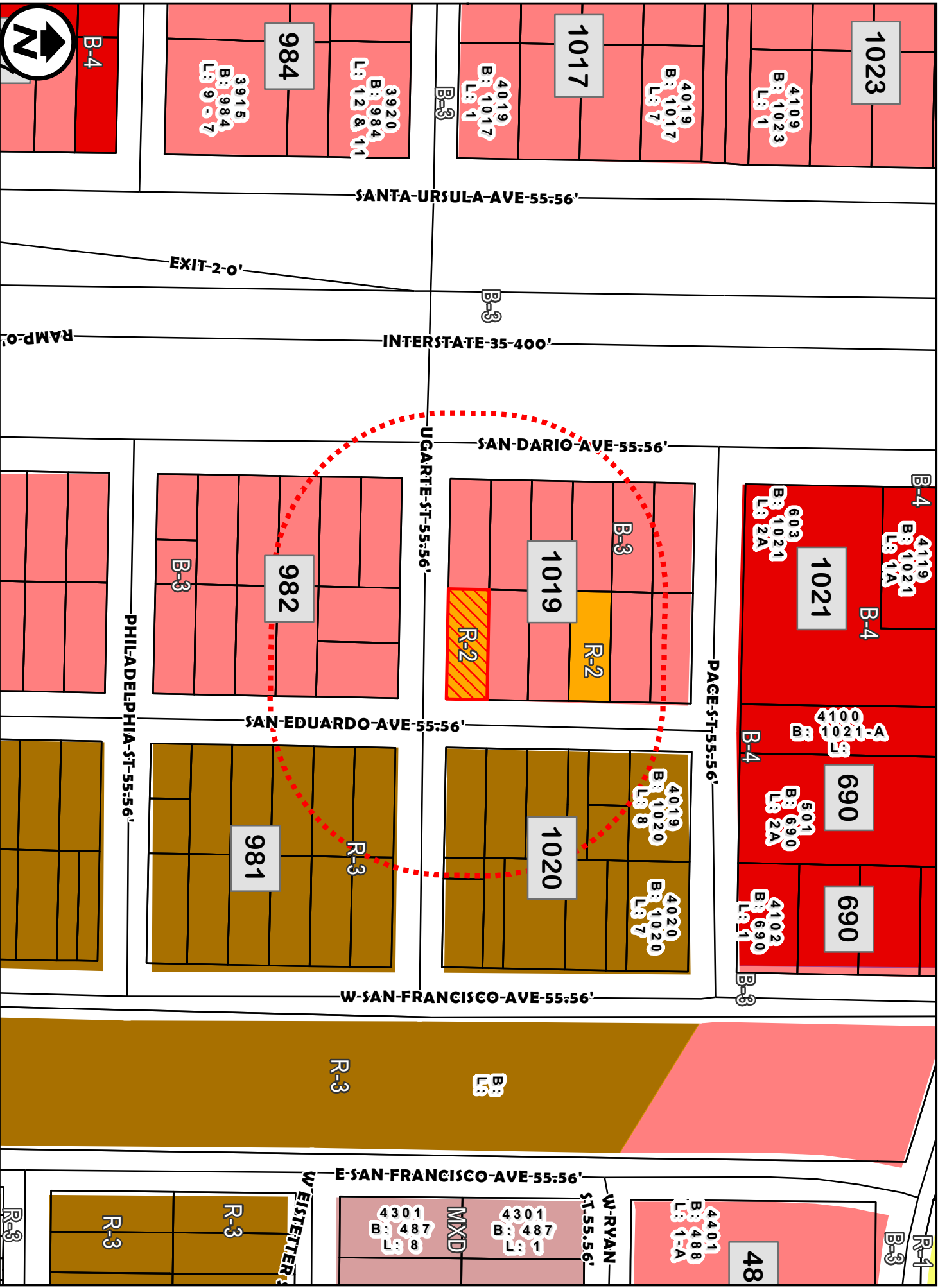
4002 SAN EDUARDO AVENUE

APPLICATION FOR

R-2 (MULTI-FAMILY DISTRICT) TO

B-3 (COMMUNITY BUSINESS DISTRICT)

1 inch = 70 feet



ZONING OVERVIEW
 1 inch = 140 feet
 ZC-082-2022
 COUNCIL DISTRICT 8
 4002 SAN EDUARDO AVENUE
 APPLICATION FOR
 R-2 (MULTI-FAMILY DISTRICT) TO
 B-3 (COMMUNITY BUSINESS DISTRICT)



SANTA-URSULA-AVE-55:56'
 INTERSTATE-35-400'
 SAN-DARIO-AVE-55:56'
 UGARTE-ST-55:56'
 SAN-EDUARDO-AVE-55:56'
 W-SAN-FRANCISCO-AVE-55:56'
 E-SAN-FRANCISCO-AVE-55:56'
 PHILADELPHIA-ST-55:56'
 PAGE-ST-55:56'
 W-ELSTETER-ST-55:56'
 W-RYAN-ST-55:56'
 EXIT-2-0'
 RAMP-0'



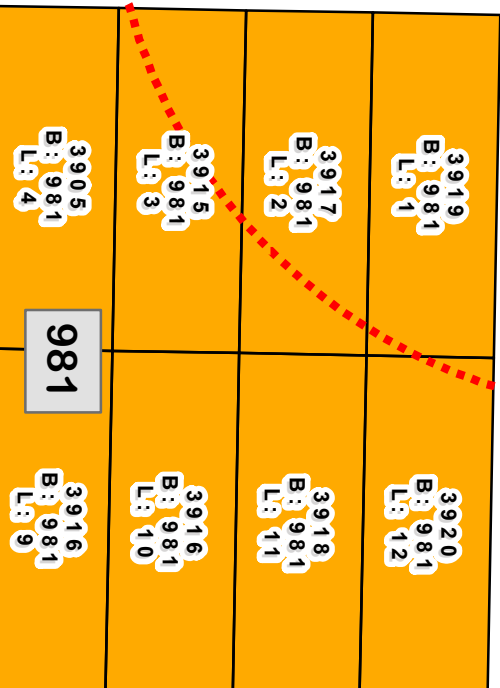
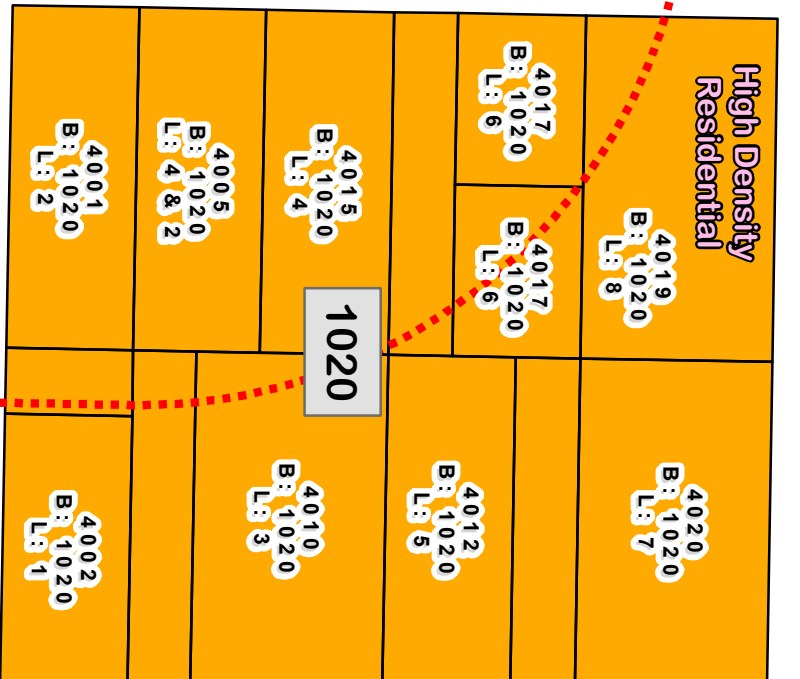
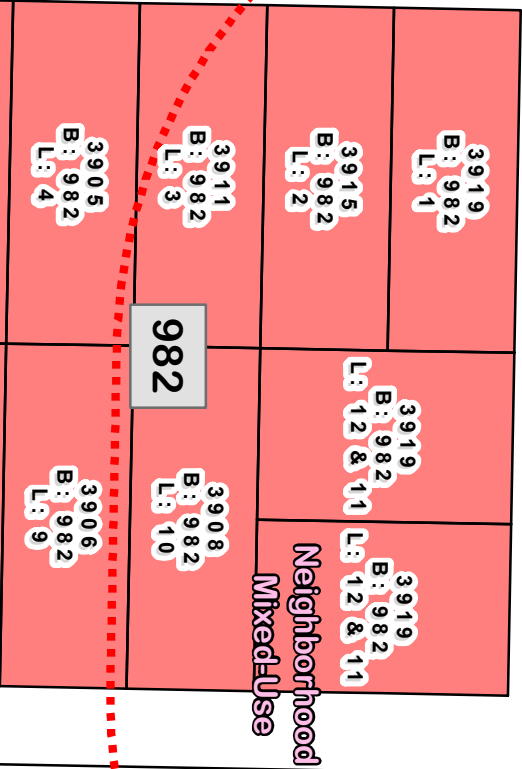
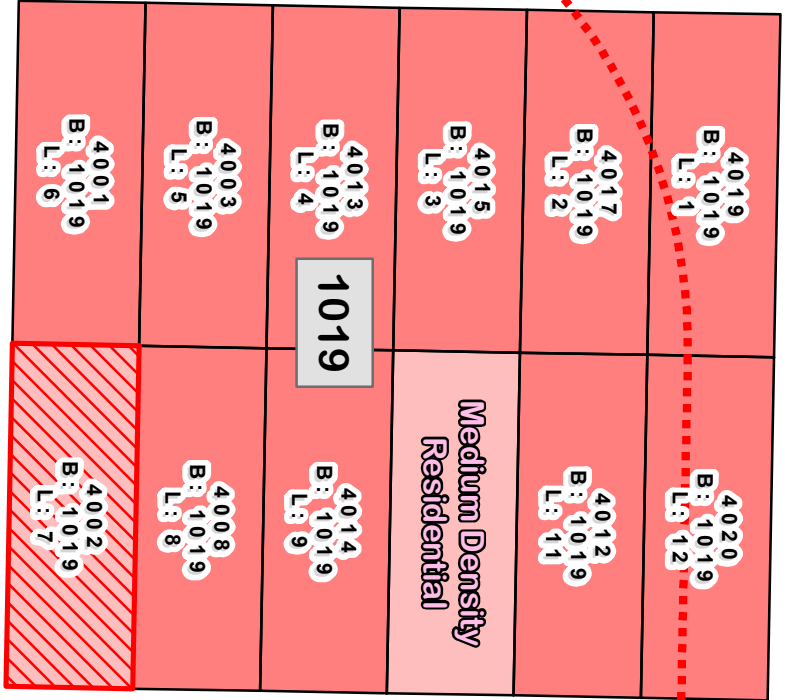
INTERSTATE-35-400'

FREEWAY

SAN-DARIO-AVE-55:56'

UGARTE-ST-55:56'

SAN-EDUARDO-AVE-55:56'



FUTURE LANDUSE

ZC-082-2022

COUNCIL DISTRICT 8

4002 SAN EDUARDO AVENUE

APPLICATION FOR

R-2 (MULTI-FAMILY DISTRICT) TO

B-3 (COMMUNITY BUSINESS DISTRICT)

1 inch = 70 feet

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF LOT 7, BLOCK 1019, WESTERN DIVISION, LOCATED AT 4002 SAN EDUARDO AVENUE, FROM R-2 (MULTIFAMILY 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 Lot 7, Block 1019, Western Division, located at 4002 San Eduardo Avenue, from R-2 (Multifamily 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 18, 2022; 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 19, 2022 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 of Lot 7, Block 1019, Western Division, located at 4002 San Eduardo Avenue, from R-2 (Multifamily 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 _____, 2022.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 2.

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Cuatro Vientos South Ltd. & MRMD Development Co. LLC., Owners;
Ricardo Villarreal, 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 39.67 acres, 1.98 acres out of the remaining portion of 26.61 acre tract, conveyed to MRMD Development Company, Limited Liability Company, Volume 4612, pages 402-407, Webb County Official Public Records and 13.54 acres out of a 13.58 acre tract, conveyed to MRMD Development Company, Limited Liability Company, Volume 4225, page 242, Webb County Official Public, also being out of Portion 34, Jose A. Diaz, Original Grantee, Abstract 762, City of Laredo, Webb County, Texas and 24.15 acres out of 478.22 acres, Tract 4, conveyed to Cuatro Vientos South, Limited, recorded in Volume 4225, pages 242-256, Webb County Official Public Records, situated in Portion 34, Abstract 762, Webb County, Texas, located east of Cuatro Vientos Road and south of Concord Hills Boulevard, from AG (Agricultural District) to R-1A (Single Family Reduced Area District).

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

ZC-085-2022

District II

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: II - Cm. Vidal Rodriguez

Proposed use: Residential

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is primarily vacant undeveloped land

and some single family residential use. To the east, south, and west of the site is vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential, High Density Residential, and Medium 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 Concord Hills Boulevard 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: 7 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

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

1. The proposed zone change is in conformance with the Comprehensive Plan's designation as Low Density Residential (R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions*), which allows R-1A zoning districts, but is not in conformance with the Comprehensive Plan's designation as High Density Residential (R-3, R-2, B-1R, B-1, R-O) and Medium Density Residential (R-1, R-O, R-2, B-1R, R1-B). However, the proposed zone change will introduce uses already present in the surrounding area.
2. To the north, east, south, and west of the site abuts large areas of single family reduced area uses.
3. The proposed zone change is not anticipated to have a negative impact in the surrounding area or neighborhood.

Staff **supports** the application.

R-1A. The purpose of the R1-A (Single Family Reduced Area District) is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 4500 square feet.

Is this change contrary to the established land use pattern?

No. The site is surrounded by single family reduced area use.

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

No. The site is surrounded by R-1A zoning districts.

Will change adversely influence living conditions in the neighborhood?

No. It is not anticipated to have any negative impacts with the surrounding area or neighborhoods.

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

Yes. The existing zone does not allow for single family reduced area uses intended by the applicant.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Maps

Survey

Ordinance

BAGALAR DR-50'

4

5

CALVILLO DR-50'

B:
L:
UNPLATTED

B:
L:
UNPLATTED

B:
L:
UNPLATTED



AERIAL MAP

1 inch = 300 feet

ZC-085-2022

COUNCIL DISTRICT 2

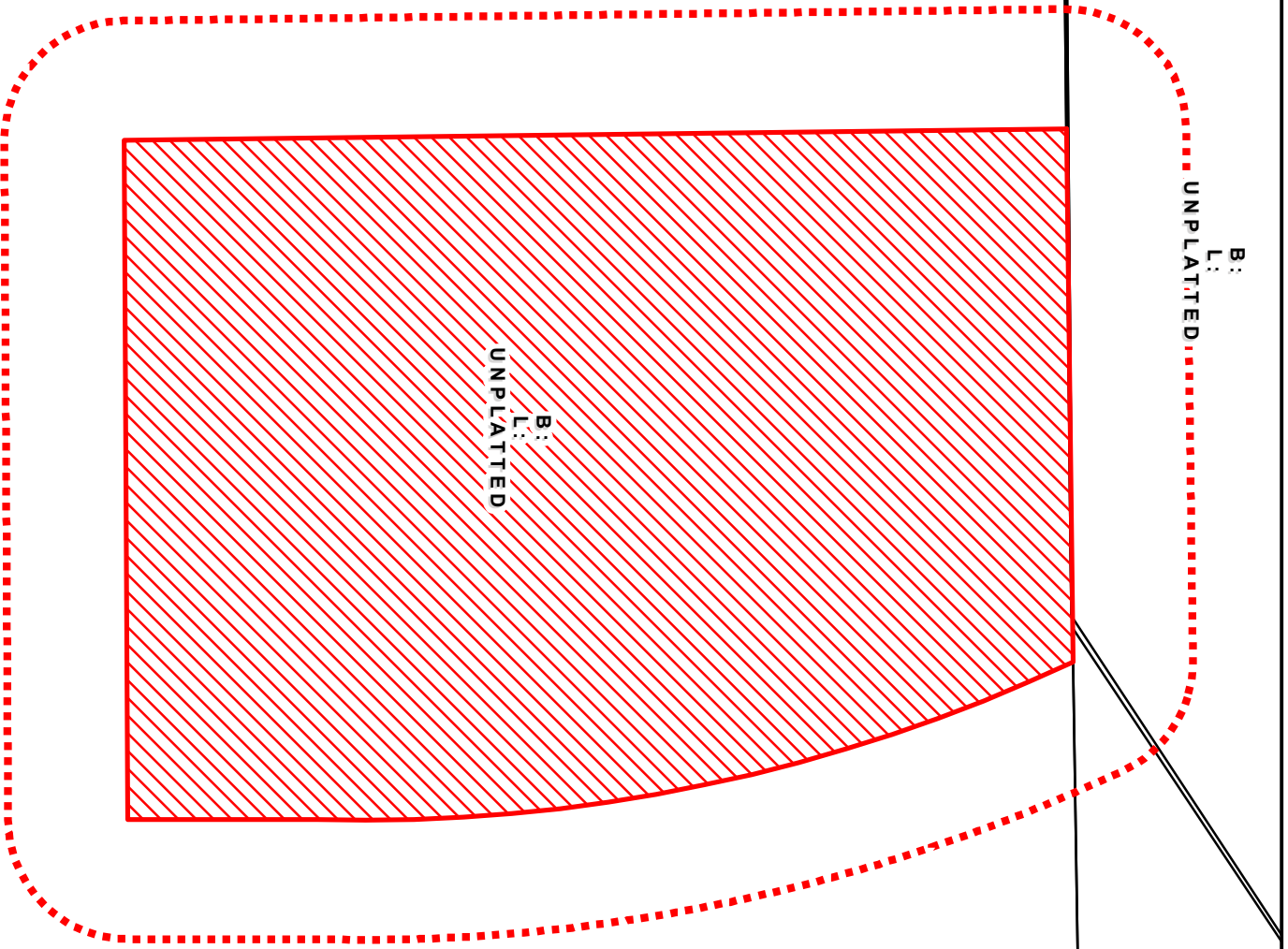
EAST OF CUATRO VIENTOS ROAD AND SOUTH OF CONCORD HILLS BOULEVARD

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

APPLICATION FOR

AG (AGRICULTURAL DISTRICT) TO

45	00	00	110
45	00	00	110
100	00	00	110
100	00	00	110
100	00	00	110
45	00	00	110
45	00	00	110
100	00	00	110
100	00	00	110
100	00	00	110
45	00	00	110
45	00	00	110
100	00	00	110
100	00	00	110
100	00	00	110
100	00	00	110



DIMENSIONS MAP
1 inch = 300 feet

ZC-085-2022
COUNCIL DISTRICT 2
EAST OF CUATRO VIENTOS ROAD AND SOUTH OF CONCORD HILLS BOULEVARD
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO

BAGALAR-DR-50'

4

5

CALVILLO-DR-50'

B:
L:
UNPLATTED

B:
L:
UNPLATTED
AG

B:
L:
UNPLATTED

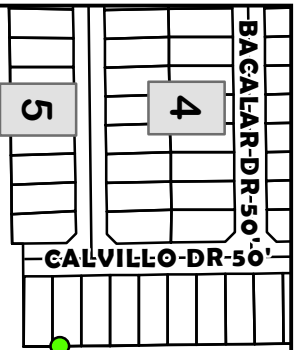
R-1A



ZONING MAP

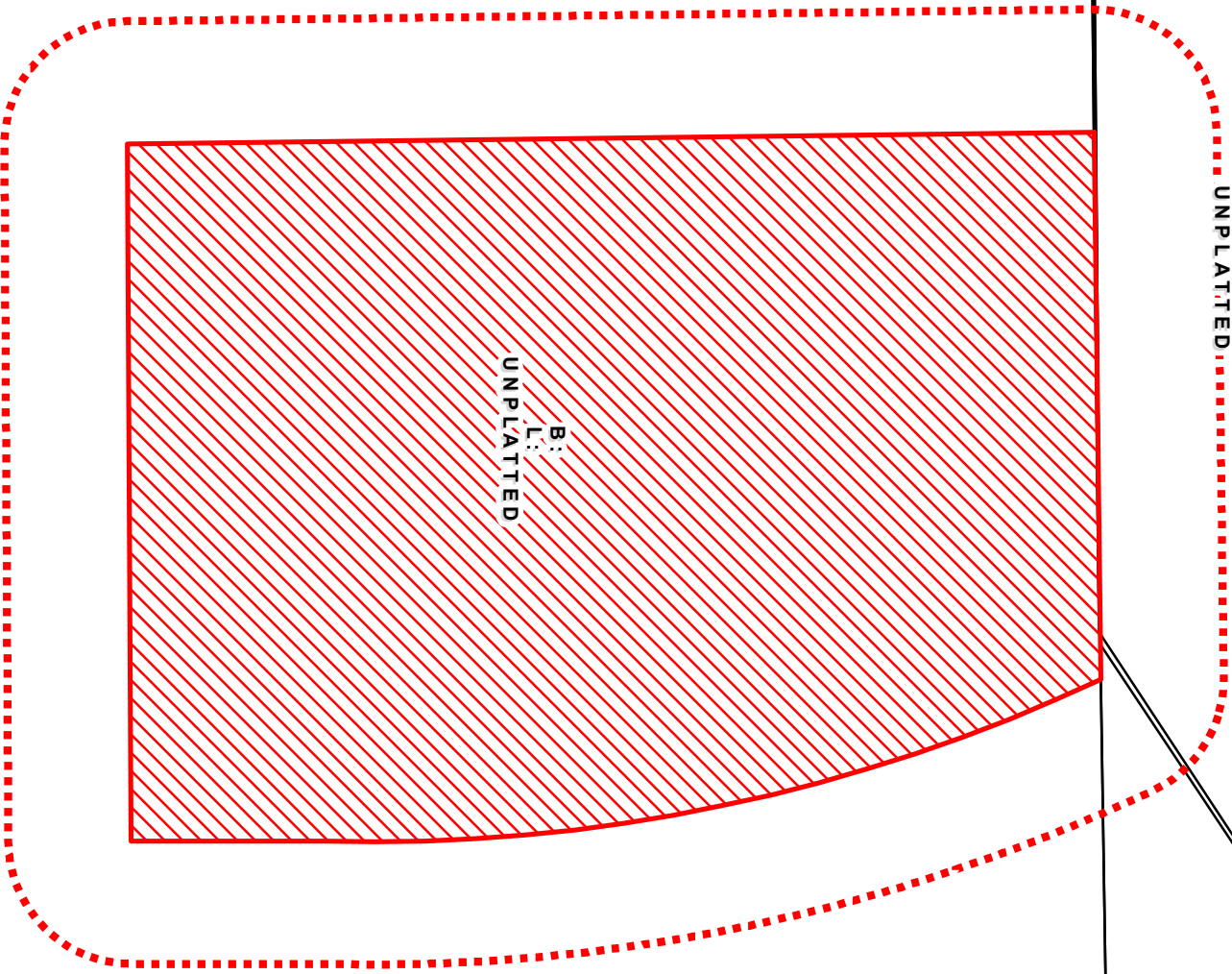
1 inch = 300 feet

ZC-085-2022
COUNCIL DISTRICT 2
EAST OF CUATRO VIENTOS ROAD AND SOUTH OF CONCORD HILLS BOULEVARD R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO



B:
L:
UNPLATTED

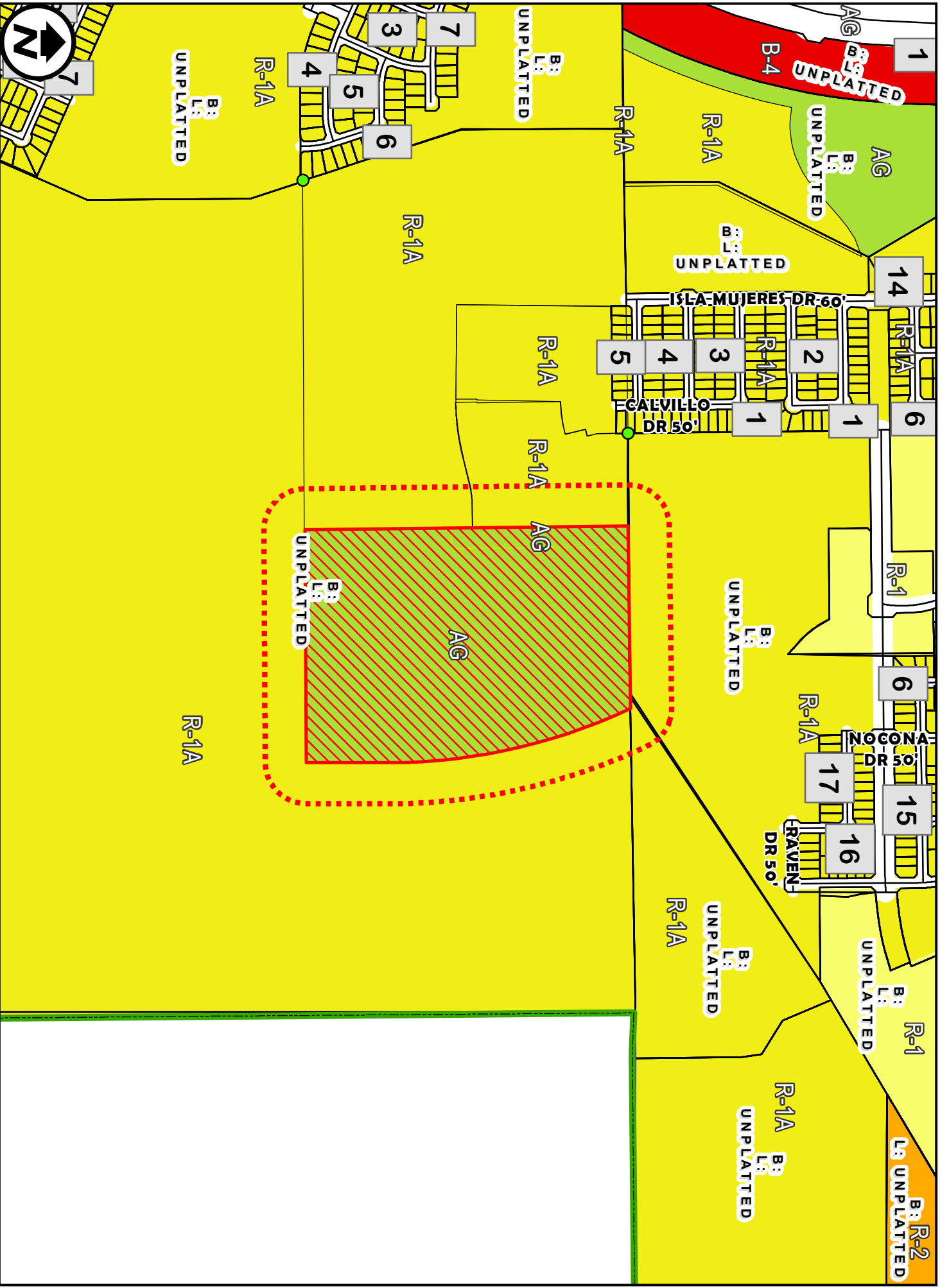
B:
L:
UNPLATTED



SURVEY MAP

1 inch = 300 feet

ZC-085-2022
 COUNCIL DISTRICT 2
 EAST OF CUATRO VIENTOS ROAD AND SOUTH OF CONCORD HILLS BOULEVARD R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
 APPLICATION FOR
 AG (AGRICULTURAL DISTRICT) TO



ZONING OVERVIEW
 1 inch = 600 feet

COUNCIL DISTRICT 2
 ZC-085-2022

EAST OF CUATRO VIENTOS ROAD AND SOUTH OF CONCORD HILLS BOULEVARD
 APPLICATION FOR
 AG (AGRICULTURAL DISTRICT) TO
 R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

BAGALAR-DR-50'

4

5

CALVILLO-DR-50'

B:
L:
UNPLATTED

B:
L:
UNPLATTED

Low Density Residential

Medium Density Residential

High Density Residential

Neighborhood Mixed-Use

B:
L:
UNPLATTED

MAJOR COLLECTOR-PLANNED

Parks



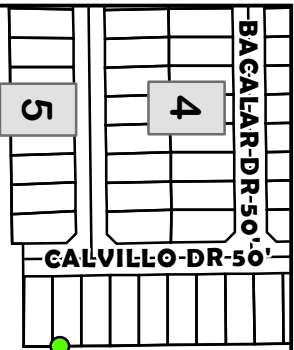
FUTURE LANDUSE

1 inch = 300 feet

ZC-085-2022
COUNCIL DISTRICT 2

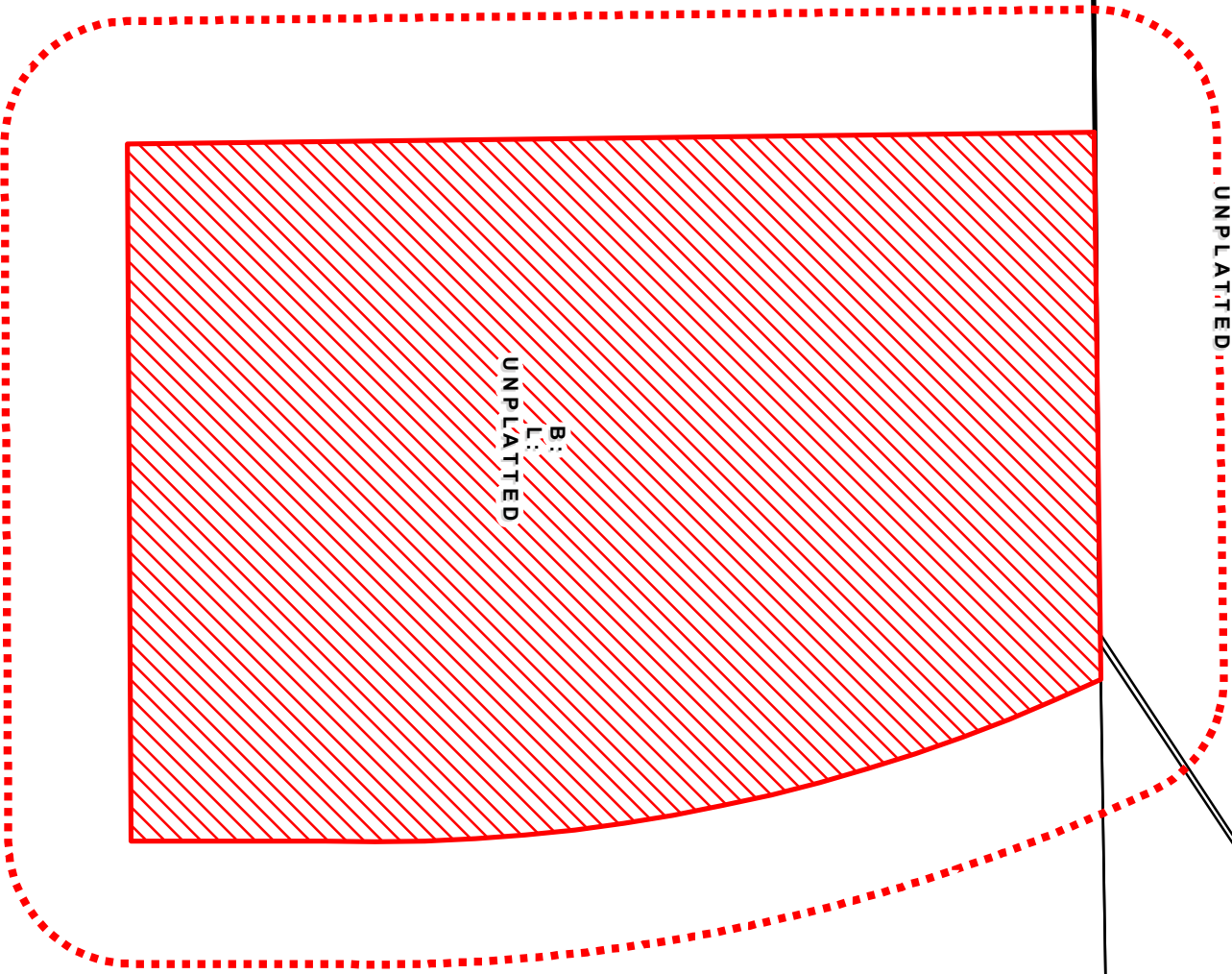
EAST OF CUATRO VIENTOS ROAD AND SOUTH OF CONCORD HILLS BOULEVARD R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO



B:
L:
UNPLATTED

B:
L:
UNPLATTED



B:
L:
UNPLATTED



200' NOTIFICATION

1 inch = 300 feet

ZC-085-2022

COUNCIL DISTRICT 2

EAST OF CUATRO VIENTOS ROAD AND SOUTH OF CONCORD HILLS BOULEVARD

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

APPLICATION FOR

AG (AGRICULTURAL DISTRICT) TO

METES & BOUNDS

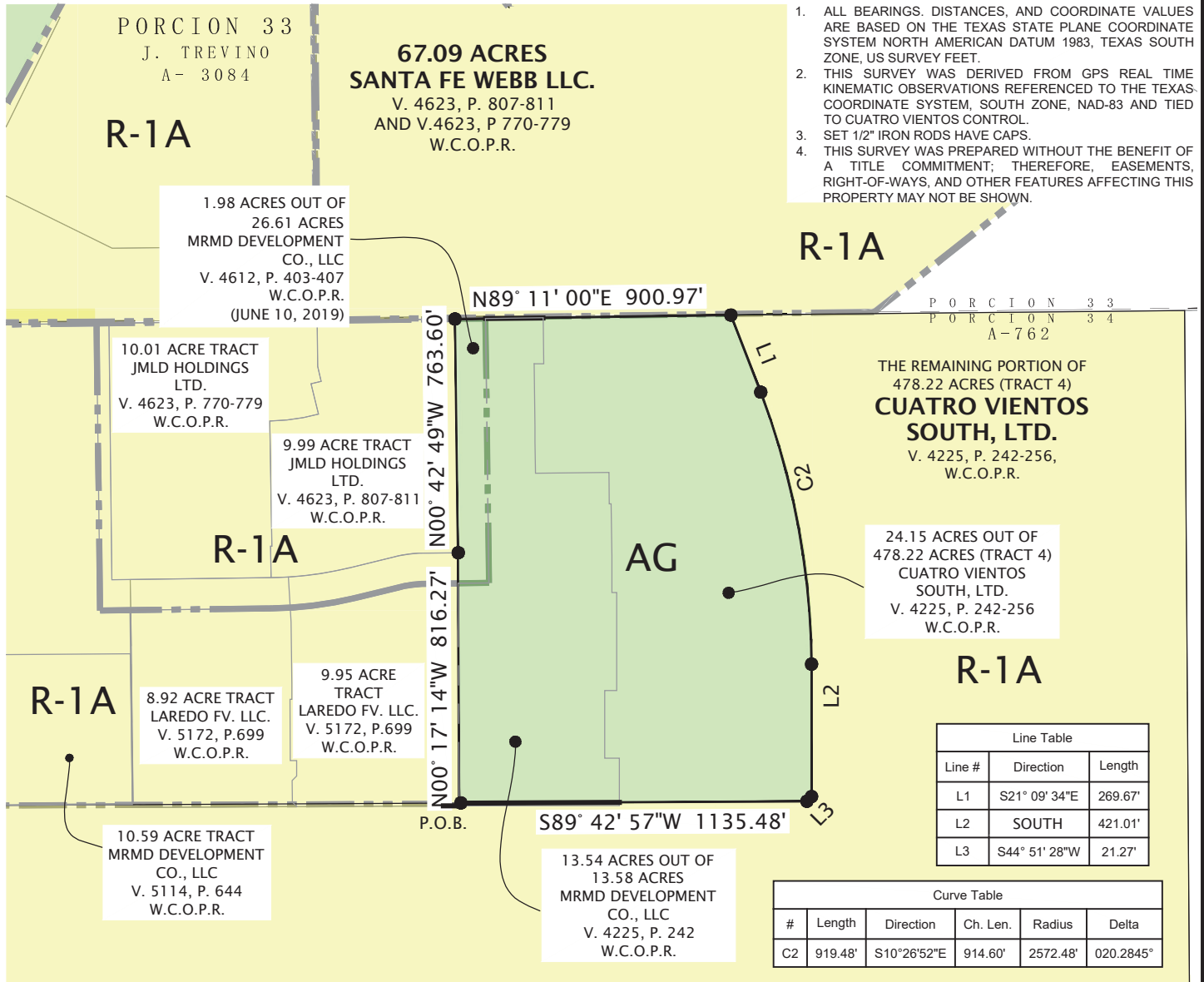
**PROPOSED ZONE CHANGE OF
39.67 ACRE TRACT
AGRICULTURE TO R-1A ZONING
OUT THE REMAINING PORTION OF 478.22 ACRES (TRACT 4)
CUATRO VIENTOS SOUTH, LTD. AND
MRMD DEVELOPMENT CO. LLC.,
WEBB COUNTY, TEXAS**



LEGEND	
●	BOUNDARY CORNER
—	PROP. REZONE. BOUND
---	LOT LINE
- . - . -	ZONING DISTRICT
- X -	FENCE LINE
- - - - -	SURVEY LINE
—●—	FIR FOUND IRON ROD
—○—	SIR SET IRON ROD
—+—	FND. RR TIE FOUND RAILROAD TIE
—○—	P.O.B. POINT OF BEGINNING

NOTES:

1. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NORTH AMERICAN DATUM 1983, TEXAS SOUTH ZONE, US SURVEY FEET.
2. THIS SURVEY WAS DERIVED FROM GPS REAL TIME KINEMATIC OBSERVATIONS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH ZONE, NAD-83 AND TIED TO CUATRO VIENTOS CONTROL.
3. SET 1/2" IRON RODS HAVE CAPS.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT; THEREFORE, EASEMENTS, RIGHT-OF-WAYS, AND OTHER FEATURES AFFECTING THIS PROPERTY MAY NOT BE SHOWN.



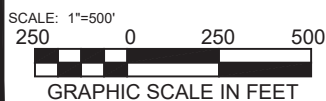
Line Table		
Line #	Direction	Length
L1	S21° 09' 34"E	269.67'
L2	SOUTH	421.01'
L3	S44° 51' 28"W	21.27'

Curve Table					
#	Length	Direction	Ch. Len.	Radius	Delta
C2	919.48'	S10°26'52"E	914.60'	2572.48'	020.2845°



6262 McPherson Road, Ste. 206
Laredo, Texas 78041
enr.# F-22574 surv.#10194686
topsitecivil.com
(956) 725-5057

PROJECT #:	--
FIELD DATE:	
DRAWN BY:	K.J.E.
APPROVED:	R.M.V.
DATE:	07.15.2021
SHEET:	2 of 2
FILE NAME:	39.63_AC_TRACT_1_REZONE_SURVEY.dwg



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.

Ricardo M. Villarreal
JULY 27, 2022



METES & BOUNDS

**PROPOSED ZONE CHANGE OF
39.67 ACRE TRACT
AGRICULTURE TO R-1A ZONING
OUT THE REMAINING PORTION OF 478.22 ACRES (TRACT 4)
CUATRO VIENTOS SOUTH, LTD. AND
MRMD DEVELOPMENT CO. LLC.,
WEBB COUNTY, TEXAS**

DATE: JULY 27, 2022
SHEET: 1 OF 2

BEING A TRACT OF LAND CONTAINING 39.67 ACRES, MORE OR LESS, 1.98 ACRES OUT OF THE REMAINING PORTION OF 26.61 ACRE TRACT, CONVEYED TO MRMD DEVELOPMENT CO., LLC. VOLUME 4612, PAGES 402-407, WEBB COUNTY OFFICIAL PUBLIC RECORDS AND 13.54 ACRES OUT OF A 13.58 ACRE TRACT, CONVEYED TO MRMD DEVELOPMENT CO., LLC. VOLUME 4225, PAGE 242, WEBB COUNTY OFFICIAL PUBLIC, ALSO BEING OUT OF PORTION 34, JOSE A. DIAZ, ORIGINAL GRANTEE, ABSTRACT 762, CITY OF LAREDO, WEBB COUNTY, TEXAS AND 24.15 ACRES OUT OF 478.22 ACRES, TRACT 4, CONVEYED TO CUATRO VIENTOS SOUTH, LTD., RECORDED IN VOLUME 4225, PAGES 242-256, WEBB COUNTY OFFICIAL PUBLIC RECORDS, SITUATED IN PORTION 34, ABSTRACT 762, WEBB COUNTY, TEXAS; AND DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH DIAMETER IRON ROD FOUND, BEING ON THE SOUTHEASTERN CORNER OF A 9.95 ACRE TRACT CONVEYED TO LAREDO FV. LLC., RECORDED IN VOLUME 5172, PAGE 699; THE POINT OF BEGINNING AND HEREOF;

THENCE, N 00° 17' 14" W AT 816.27 FEET, BEING THE NORTHEASTERN CORNER OF THE FUTURE COPPER CREEK SUBDIVISION, PHASE IV, RECORDED IN VOLUME 5172, PAGE 699 AND THE SOUTHEASTER CORNER OF THE 9.99 ACRE TRACT OF LAND CONVEYED TO JMLG HOLDINGS LTD., VOLUME 4626, PAGES 651, WEBB COUNTY OFFICIAL PUBLIC RECORDS, HEREOF;

THENCE, N 00° 42' 49" W AT 763.60 FEET TO THE NORTHEASTERN CORNER OF SAID 9.99 ACRE TRACT OF LAND CONVEYED TO JMLG HOLDINGS, LTD., VOLUME 4626, PAGES 652, W.C.O.P.R. AND ON THE SOUTHERN BOUNDARY LINE OF 67.09 ACRE TRACT OF LAND CONVEYED TO SANTA FE WEBB, LLC., VOLUME 4623, PAGES 807-811 AND VOLUME 4623, PAGES 770-779, W.C.O.P.R. AND HEREOF;

THENCE, N 90° 11' 00" E AT 900.97 FEET ALONG THE SOUTHERN BOUNDARY LINE OF THE SAID 67.09 ACRE TRACT OF LAND CONVEYED TO SANTA FE WEBB, LLC., VOLUME 4623, PAGES 807-811 AND VOLUME 770-779, W.C.O.P.R. AND TO THE NORTHERN MOST NORTHWESTERN CORNER OF THE 361.14 ACRE TRACT OUT OF THE REMAINING PORTION OF 478.22 ACRES, TRACT 4, CONVEYED TO CUATRO VIENTOS SOUTH, LTD. VOLUME 4225, PAGES 242-256, W.C.O.P.R. AND HEREOF;

THENCE, S 21° 09' 34" E AT 269.67 FEET TO A NON-TANGENTIAL POINT OF CURVATURE TO THE RIGHT, HEREOF; CONTINUING WITH SAID CURVE TO THE RIGHT HAVING A RADIUS 2,572.48 FEET, WITH CHORD DIRECTION OF S 10° 26' 52" E, A CHORD LENGTH OF 914.60 FEET TO DEFLECTION CORNER TO THE RIGHT, HEREOF;

THENCE, SOUTH AT 421.01 FEET TO A POINT ALONG THE BOUNDARY LINE OF SAID 361.14 ACRE TRACT OF LAND OUT OF THE REMAINING PORTION OF 478.22 ACRES, TRACT 4, CONVEYED TO CUATRO VIENTOS SOUTH, LTD. VOLUME 4225, PAGES 242-256, W.C.O.P.R., HEREOF;

THENCE, S 44° 51' 28" W AT 21.27 FEET TO A FOUND IRON ROD HEREOF;

THENCE, S 89° 42' 57" W AT 1,135.48 FEET TO THE POINT OF BEGINNING AND CONTAINING 39.67 ACRES (1,728,178 S.F.), MORE OR LESS.

A SKETCH PREPARED FOR THIS TRACT OF LAND ACCOMPANIES THIS LEGAL DESCRIPTION.



6262 McPherson Road, Ste. 206
Laredo, Texas 78041
enr.# F-22574 surv.#10194686
topsitecivil.com
O (956) 725-5057

PROJECT #:	--
FIELD DATE:	
DRAWN BY:	K.J.E.
APPROVED:	R.M.V.
DATE:	07.15.2021
SHEET:	1 of 2
FILE NAME:	3863_AC_TRACT_1_REZONE_SURVEY.dwg

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.

Ricardo M. Villarreal
JULY 27, 2022



ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF APPROXIMATELY 39.67 ACRES, 1.98 ACRES OUT OF THE REMAINING PORTION OF 26.61 ACRE TRACT, CONVEYED TO MRMD DEVELOPMENT COMPANY, LIMITED LIABILITY COMPANY, VOLUME 4612, PAGES 402-407, WEBB COUNTY OFFICIAL PUBLIC RECORDS AND 13.54 ACRES OUT OF A 13.58 ACRE TRACT, CONVEYED TO MRMD DEVELOPMENT COMPANY, LIMITED LIABILITY COMPANY VOLUME 4225, PAGE 242, WEBB COUNTY OFFICIAL PUBLIC, ALSO BEING OUT OF PORTION 34, JOSE A. DIAZ, ORIGINAL GRANTEE, ABSTRACT 762, CITY OF LAREDO, WEBB COUNTY, TEXAS AND 24.15 ACRES OUT OF 478.22 ACRES, TRACT 4, CONVEYED TO CUATRO VIENTOS SOUTH, LIMITED, RECORDED IN VOLUME 4225, PAGES 242-256, WEBB COUNTY OFFICIAL PUBLIC RECORDS, SITUATED IN PORTION 34, ABSTRACT 762, WEBB COUNTY, TEXAS, LOCATED EAST OF CUATRO VIENTOS ROAD AND SOUTH OF CONCORD HILLS BOULEVARD, FROM AG (AGRICULTURAL DISTRICT) TO R-1A (SINGLE FAMILY REDUCED AREA DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of approximately 39.67 acres, 1.98 acres out of the remaining portion of 26.61 acre tract, conveyed to MRMD Development Company, Limited Liability Company, Volume 4612, Pages 402-407, Webb County Official Public Records and 13.54 acres out of a 13.58 acre tract, conveyed to MRMD Development Company, Limited Liability Company Volume 4225, Page 242, Webb County Official Public, also being out of Portion 34, Jose A. Diaz, Original Grantee, Abstract 762, City of Laredo, Webb County, Texas and 24.15 acres out of 478.22 acres, Tract 4, conveyed to Cuatro Vientos South, Limited, recorded in Volume 4225, Pages 242-256, Webb County Official Public Records, situated in Portion 34, Abstract 762, Webb County, Texas, located east of Cuatro Vientos Road and south of Concord Hills Boulevard, from AG (Agricultural District) to R-1A (Single Family Reduced Area 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 18, 2022; 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 19, 2022 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 of approximately 39.67 acres, 1.98 acres out of the remaining portion of 26.61 acre tract, conveyed to MRMD Development Company, Limited Liability Company, Volume 4612, Pages 402-407, Webb County Official Public Records and 13.54 acres out of a 13.58 acre tract, conveyed to MRMD Development Company, Limited Liability Company Volume 4225, Page 242, Webb County Official Public, also being out of Portion 34, Jose A. Diaz, Original Grantee, Abstract 762, City of Laredo, Webb County, Texas and 24.15 acres out of 478.22 acres, Tract 4, conveyed to Cuatro Vientos South, Limited, recorded in Volume 4225, Pages 242-256, Webb County Official Public Records, situated in Portion 34, Abstract 762, Webb County, Texas, located east of Cuatro Vientos Road and south of Concord Hills Boulevard, from AG (Agricultural District) to R-1A (Single Family Reduced Area 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 _____, 2022.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 3.

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Dolores Hernandez, Owner

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 7, Block 2031, Eastern Division, located at 3220 Santa Barbara, from R-3 (Mixed Residential 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-081-2022

District II

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: II - Cm. Vidal Rodriguez

Proposed use: Restaurant

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

Surrounding land uses: To the north of the site is predominantly mixed residential use and Napoleon Street. To the east of the site is primarily single family residential use as well as Ejido Avenue and Elsa's Beauty Unisex Salon. To the south of the site is Santa Barbara as well as mixed residential use, single family residential use, and El Fogon Restaurant. To the west of the site is predominantly mixed residential use and Macias Drive Inn.

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 identifies Ejido Avenue as a Major Collector, but does not identify Santa Barbara Street.

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 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 High Density Residential (R-3, R-2, B-1R, B-1, R-O), which includes B-1 zoning districts.
2. The property meets the minimum lot width requirement of 46 feet for B-1 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot width is about 46 feet.
3. The site abuts an area of B-1 zoning district to the west.
4. The proposed use is compatible with the mix of commercial and residential uses in the area.

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?

The site abuts a limited business district use and diagonally opposite of the site is another limited business use.

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

No. The site abuts an area of B-1 zoning district.

Will change adversely influence living conditions in the neighborhood?

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

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

Yes. The existing R-3 zoning district does not allow for a restaurant as intended by the applicant.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Maps

Ordinance



AERIAL MAP

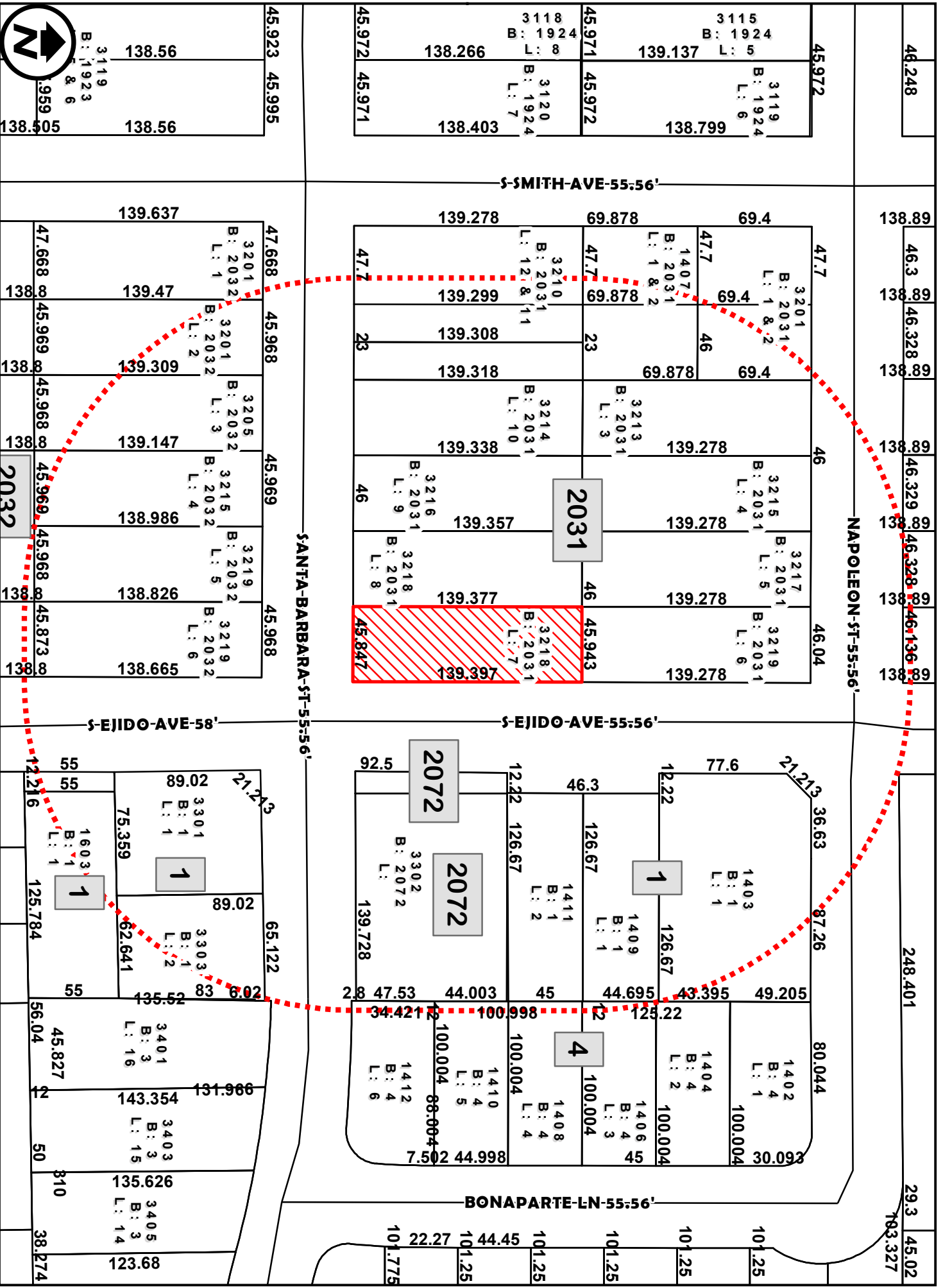
1 inch = 75 feet

COUNCIL DISTRICT 2
3220 SANTA BARBARA STREET

ZC-081-2022

APPLICATION FOR
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)





46.248

138.89
46.3
46.328
138.89
46.329
46.328
46.136
138.89

248.401

29.3
45.02
103.327

45.972

47.7

46

46.04

S-EJIDO-AVE-55:56'

80.044

101.25

3115
B: 1924
L: 5

139.137

3119
B: 1924
L: 6

138.799

45.971

45.972

3118
B: 1924
L: 8

138.266

3120
B: 1924
L: 7

138.403

45.972

45.971

S SMITH-AVE-55:56'

139.278
69.878
69.4

47.7
3201
B: 2031
L: 1 & 2

47.7
69.878
23

139.299
139.308
139.318

3214
B: 2031
L: 10

139.338
3216
B: 2031
L: 9

139.357
3218
B: 2031
L: 8

139.377
3218
B: 2031
L: 7

139.397

2031

139.278
139.278
139.278

46.04

S-EJIDO-AVE-55:56'

92.5
12.22
46.3
126.67
1411
B: 1
L: 2

1409
B: 1
L: 1

1403
B: 1
L: 1

126.67
126.67
126.67

125.22
44.695
43.395
49.205

1404
B: 4
L: 2

1406
B: 4
L: 3

1408
B: 4
L: 4

1410
B: 4
L: 5

1412
B: 4
L: 6

7.502
44.998

101.25
101.25
101.25

BONAPARTE-LN-55:56'

SANTA-BARBARA-ST-55:56'

NAPOLION-ST-55:56'

139.637

139.47

139.309

139.147

138.986

138.826

138.665

S-EJIDO-AVE-58'

55
55
75.359
89.02
89.02

1603
B: 1
L: 1

3301
B: 1
L: 1

3303
B: 1
L: 2

3401
B: 3
L: 16

3403
B: 3
L: 15

3405
B: 3
L: 14

135.626

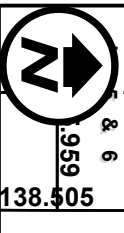
123.68

45.827

50

38.274

810



DIMENSIONS MAP
1 inch = 75 feet

ZC-081-2022
COUNCIL DISTRICT 2
3220 SANTA BARBARA STREET

R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)
APPLICATION FOR

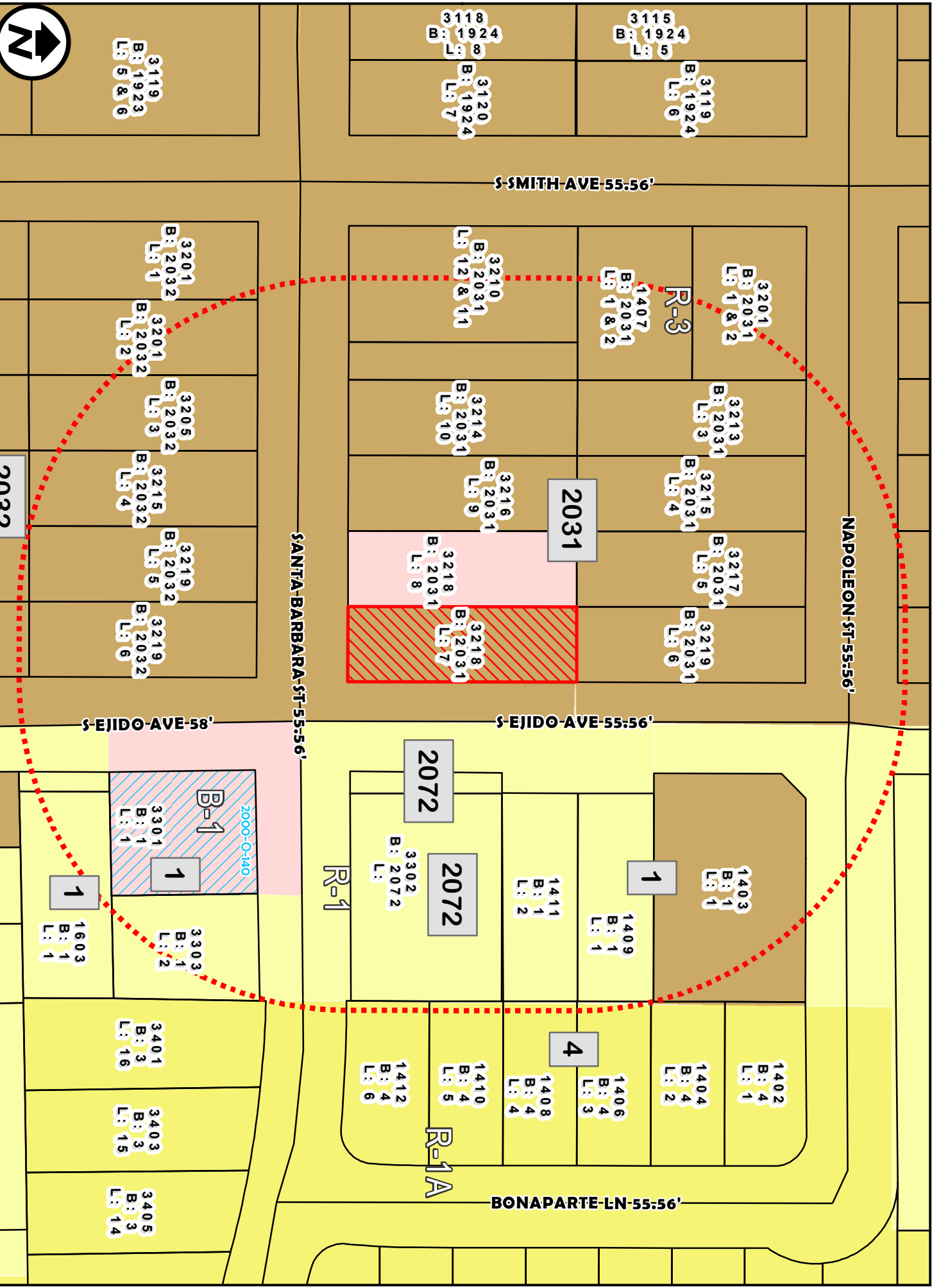


ZONING MAP

1 inch = 75 feet

ZC-081-2022
COUNCIL DISTRICT 2
3220 SANTA BARBARA STREET

APPLICATION FOR
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)





NAPOLÉON-ST-55:56'

S-SMITH-AVE-55:56'

S-EJIDO-AVE-55:56'

BONAPARTE-LN-55:56'

SANTA BARBARA-ST-55:56'

3119
B: 1923
L: 5 & 6

3120
B: 1924
L: 7

3115
B: 1924
L: 5

3119
B: 1924
L: 6

3201
B: 2031
L: 1 & 2

3213
B: 2031
L: 3

3215
B: 2031
L: 4

3217
B: 2031
L: 5

3219
B: 2031
L: 6

1407
B: 2031
L: 1 & 2

3210
B: 2031
L: 12 & 11

3214
B: 2031
L: 10

3216
B: 2031
L: 9

3218
B: 2031
L: 8

3218
B: 2031
L: 7

2031

3201
B: 2032
L: 1

3201
B: 2032
L: 2

3205
B: 2032
L: 3

3215
B: 2032
L: 4

3219
B: 2032
L: 5

3219
B: 2032
L: 6

2032

1403
B: 1
L: 1

1409
B: 1
L: 1

1402
B: 4
L: 1

1404
B: 4
L: 2

1406
B: 4
L: 3

1408
B: 4
L: 4

1411
B: 1
L: 2

1410
B: 4
L: 5

1412
B: 4
L: 6

3302
B: 2072
L: 1

2072

2072

1

4

3301
B: 1
L: 1

3303
B: 1
L: 2

1603
B: 1
L: 1

3401
B: 3
L: 16

3403
B: 3
L: 15

3405
B: 3
L: 14

1

1

1

SURVEY MAP

1 inch = 75 feet

ZC-081-2022

COUNCIL DISTRICT 2

3220 SANTA BARBARA STREET

APPLICATION FOR

R-3 (MIXED RESIDENTIAL DISTRICT) TO

B-1 (LIMITED BUSINESS DISTRICT)



ZONING OVERVIEW
1 inch = 150 feet

ZC-081-2022
COUNCIL DISTRICT 2
3220 SANTA BARBARA STREET

APPLICATION FOR
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)



NAPOLÉON-ST-55:56'

2031

Neighborhood
Mixed-Use

2072

2072

Low Density
Residential

High Density
Residential

4

Medium
Density
Residential

BONAPARTE-LN-55:56'

S-SMITH-AVE-55:56'

SANTA-BARBARA-ST-55:56'

S-EJIDO-AVE-58'



3119
B: 1923
L: 5 & 6

3115
B: 1924
L: 5
3119
B: 1924
L: 6
3120
B: 1924
L: 7

3201
B: 2031
L: 1 & 2
1407
B: 2031
L: 1 & 2

3201
B: 2032
L: 1
3201
B: 2032
L: 2

3210
B: 2031
L: 12 & 11

3213
B: 2031
L: 3
3215
B: 2031
L: 4

3205
B: 2032
L: 3
3215
B: 2032
L: 4

3214
B: 2031
L: 10
3216
B: 2031
L: 9

3217
B: 2031
L: 5
3219
B: 2031
L: 6

3219
B: 2032
L: 5
3219
B: 2032
L: 6

3218
B: 2031
L: 8

3218
B: 2031
L: 7

3301
B: 1
L: 1
3303
B: 1
L: 2

1603
B: 1
L: 1

3401
B: 3
L: 16
3403
B: 3
L: 15

3405
B: 3
L: 14

1411
B: 1
L: 2
1409
B: 1
L: 1

1402
B: 4
L: 1
1404
B: 4
L: 2

1410
B: 4
L: 5
1412
B: 4
L: 6

1406
B: 4
L: 3
1408
B: 4
L: 4

FUTURE LANDUSE

ZC-081-2022

2032

APPLICATION FOR

1 inch = 75 feet

COUNCIL DISTRICT 2
3220 SANTA BARBARA STREET

R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)

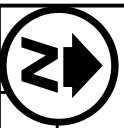
NAPOLÉON-ST-55:56'

S-SMITH-AVE-55:56'

S-EJIDO-AVE-55:56'

SANTA BARBARA-ST-55:56'

BONAPARTE-LN-55:56'



3115 B: 1924 L: 5	3119 B: 1924 L: 6
3118 B: 1924 L: 8	3120 B: 1924 L: 7

3119 B: 1923 L: 5 & 6

3201 B: 2031 L: 1 & 2	3213 B: 2031 L: 3	3215 B: 2031 L: 4	3217 B: 2031 L: 5	3219 B: 2031 L: 6
1407 B: 2031 L: 1 & 2	3214 B: 2031 L: 10	3216 B: 2031 L: 9	3218 B: 2031 L: 8	3218 B: 2031 L: 7
3210 B: 2031 L: 12 & 11	2031	2031	2031	2031

3201 B: 2032 L: 1	3201 B: 2032 L: 2	3205 B: 2032 L: 3	3215 B: 2032 L: 4	3219 B: 2032 L: 5	3219 B: 2032 L: 6
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1403 B: 1 L: 1	1409 B: 1 L: 1	1402 B: 4 L: 1	1404 B: 4 L: 2	1406 B: 4 L: 3	1408 B: 4 L: 4
1411 B: 1 L: 2	1409 B: 1 L: 1	1410 B: 4 L: 5	1410 B: 4 L: 5	1412 B: 4 L: 6	1412 B: 4 L: 6
2072	2072	2072	2072	2072	2072

3301 B: 1 L: 1	3303 B: 1 L: 2	3401 B: 3 L: 16	3403 B: 3 L: 15	3405 B: 3 L: 14
1603 B: 1 L: 1	1603 B: 1 L: 1	1	1	1

200' NOTIFICATION

ZC-081-2022

APPLICATION FOR

1 inch = 75 feet

COUNCIL DISTRICT 2
3220 SANTA BARBARA STREET

R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF LOT 7, BLOCK 2031, EASTERN DIVISION, LOCATED AT 3220 SANTA BARBARA, FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO B-1 (LIMITED BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of Lot 7, Block 2031, Eastern Division, located at 3220 Santa Barbara, from R-3 (Mixed Residential 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 September 1, 2022; 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 19, 2022 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 of Lot 7, Block 2031, Eastern Division, located at 3220 Santa Barbara, from R-3 (Mixed Residential 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 _____, 2022.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 4.

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Orlando Navarro, Planning Director

Initiated By: 1020 Main, LLC., Owner; William Hrcir, 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 authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on the east part of Lots 5 and 7, Block 167, Western Division, and 1,249.92 square feet, out of the Main Avenue right-of-way, adjacent to Lots 5 and 7, Block 167, Western Division, as per deed recorded in Volume 5323, pages 741-747, Webb County Official Public Records, located at 1020 Main Avenue.

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

ZC-080-2022

District VIII

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District:VIII - Cm. Alyssa Cigarroa

Proposed use: Restaurant Serving Alcohol

Site: The site is currently occupied by a residential structure (Cafe Radical).

Surrounding land uses: To the north of the site is Washington Street, Little People Day Care Center, and residential uses. To the east of the site is Main Avenue, primarily residential uses and Law Offices of Elizabeth Martinez, PLLC. To the south of the site is Angie Cafe and Victoria Street. To the west of the site is primarily residential uses, the Villafranca Law Offices, and Santa Cleotilde Avenue.

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

<https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/>

Transportation Plan: The Long Range Thoroughfare Plan does not identify Main Avenue and identifies Washington Street 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: 22 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 5 to 0 vote recommended **approval** of the special use permit with an amendment to the hours of operation and to allow minimal outside music.

STAFF RECOMMENDATION

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

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

1. The proposed use adds to missing uses in the downtown area.
2. The proposed use revitalizes the downtown historic district by reusing historic structures.
3. The proposed use is compatible with the mix of commercial and residential uses in the area.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is issued to William Hrncir, Jr.
2. The Special Use Permit is restricted to the site plan, "Exhibit A", which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Monday to Wednesday, 7:00 a.m. to 2:00 p.m., Thursday to Friday, 7:00 a.m. to 9:00 p.m., and Saturday, 9:00 a.m. to 9:00 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 or noise level 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?

Possibly. The site is located in a historic residential district.

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:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Maps

Narrative

Site Plan

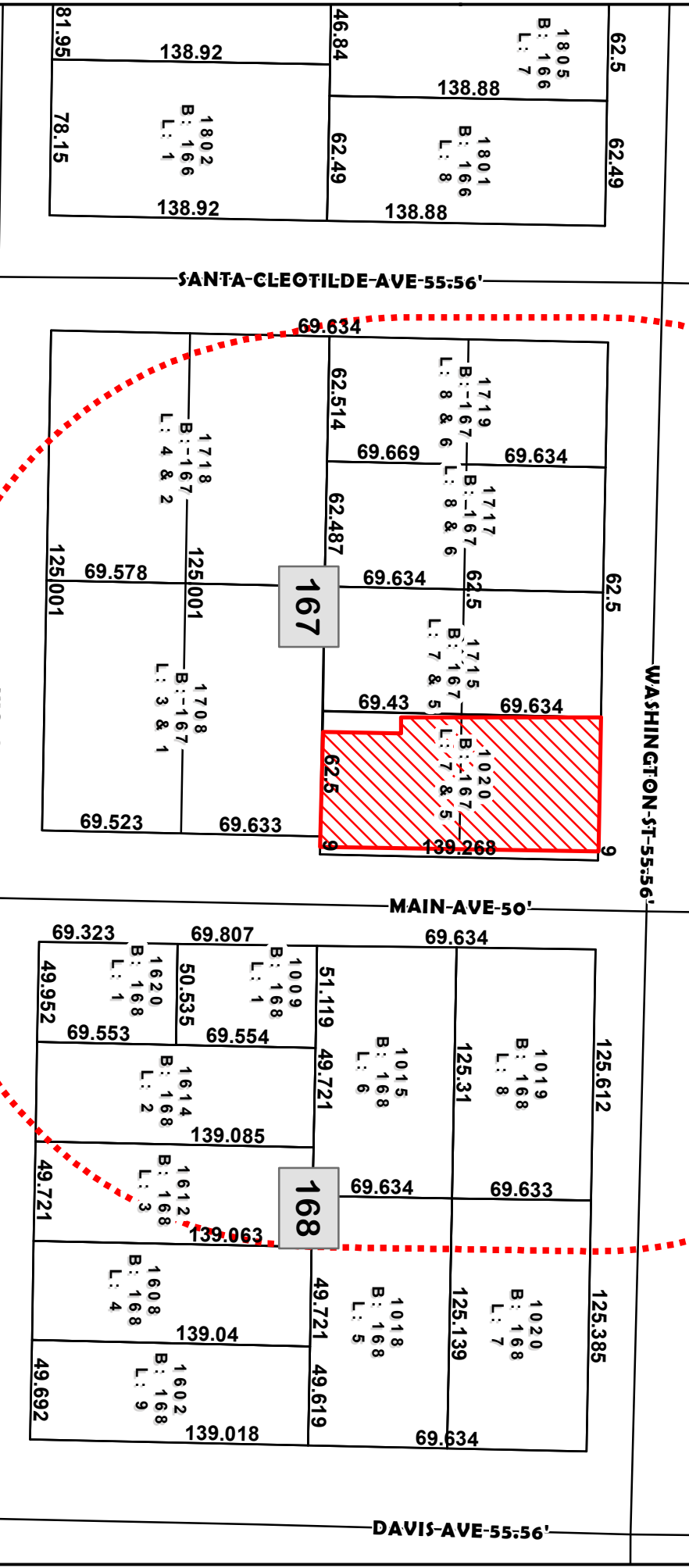
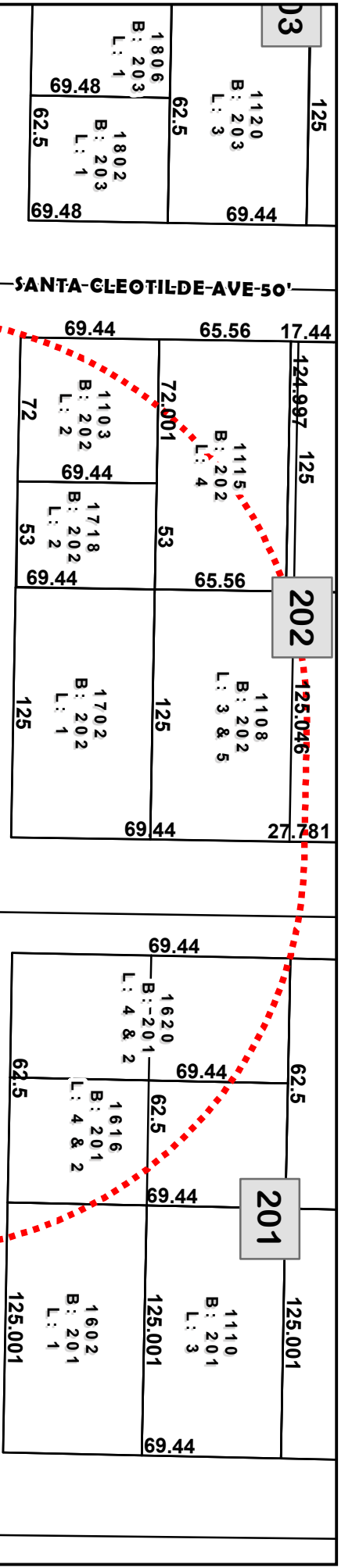
Ordinance - DRAFT



AERIAL MAP
1 inch = 75 feet

ZC-080-2022
COUNCIL DISTRICT 8
1020 MAIN AVENUE

APPLICATION FOR
H-R-O (HISTORIC DISTRICT-RESIDENTIAL OFFICE DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL



SANTA-CLEOTILDE-AVE-55:56'

SANTA-CLEOTILDE-AVE-50'

MAIN-AVE-50'

DAVIS-AVE-55:56'

WASHINGTON-ST-55:56'

VICTORIA-ST-55:56'



DIMENSIONS MAP

1 inch = 75 feet

ZC-080-2022

COUNCIL DISTRICT 8
 1020 MAIN AVENUE

APPLICATION FOR

H-R-O (HISTORIC DISTRICT-RESIDENTIAL OFFICE DISTRICT) TO
 S.U.P. FOR RESTAURANT SERVING ALCOHOL

03

1120
B: 203
L: 3

1806
B: 203
L: 1

1802
B: 203
L: 1

1805
B: 166
L: 7

1801
B: 166
L: 8

1802
B: 166
L: 1

SANTA-CLEOTILDE-AVE-50'

SANTA-CLEOTILDE-AVE-55:56'

1115
B: 202
L: 4

1103
B: 202
L: 2

1718
B: 202
L: 2

1719
B: 167
L: 8 & 6

1717
B: 167
L: 8 & 6

1715
B: 167
L: 7 & 5

1718
B: 167
L: 4 & 2

1708
B: 167
L: 3 & 1

202

1108
B: 202
L: 3 & 5

1702
B: 202
L: 1

1020
B: 167
L: 7 & 5

H-R-O

WASHINGTON-ST-55:56'

VICTORIA-ST-55:56'

167

MAIN-AVE-50'

201

1620
B: 201
L: 4 & 2

1616
B: 201
L: 4 & 2

1602
B: 201
L: 1

1019
B: 168
L: 8

1015
B: 168
L: 6

1009
B: 168
L: 1

1614
B: 168
L: 2

1612
B: 168
L: 3

1620
B: 168
L: 1

1608
B: 168
L: 4

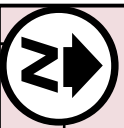
1602
B: 168
L: 9

1020
B: 168
L: 7

1018
B: 168
L: 5

168

DAVIS-AVE-55:56'



ZONING MAP

1 inch = 75 feet

ZC-080-2022

COUNCIL DISTRICT 8
1020 MAIN AVENUE

APPLICATION FOR

H-R-O (HISTORIC DISTRICT-RESIDENTIAL OFFICE DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL

03

1120
B: 203
L: 3

1806
B: 203
L: 1

1802
B: 203
L: 1

1805
B: 166
L: 7

1801
B: 166
L: 8

1802
B: 166
L: 1

SANTA-CLEOTILDE-AVE-50'

SANTA-CLEOTILDE-AVE-55:56'

WASHINGTON-ST-55:56'

VICTORIA-ST-55:56'

MAIN-AVE-50'

DAVIS-AVE-55:56'

202

1115
B: 202
L: 4

1103
B: 202
L: 2

1718
B: 202
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1108
B: 202
L: 3 & 5

1702
B: 202
L: 1

1719
B: 167
L: 8 & 6

1717
B: 167
L: 8 & 6

1715
B: 167
L: 7 & 5

1718
B: 167
L: 4 & 2

1708
B: 167
L: 3 & 1

1020
B: 167
L: 7 & 5

167

201

1620
B: 201
L: 4 & 2

1616
B: 201
L: 4 & 2

1110
B: 201
L: 3

1602
B: 201
L: 1

1019
B: 168
L: 8

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L: 6

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L: 1

1614
B: 168
L: 2

1612
B: 168
L: 3

1620
B: 168
L: 1

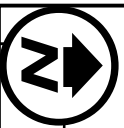
1020
B: 168
L: 7

1018
B: 168
L: 5

1608
B: 168
L: 4

1602
B: 168
L: 9

168



SURVEY MAP

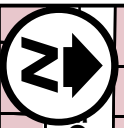
1 inch = 75 feet

ZC-080-2022

COUNCIL DISTRICT 8
1020 MAIN AVENUE

APPLICATION FOR

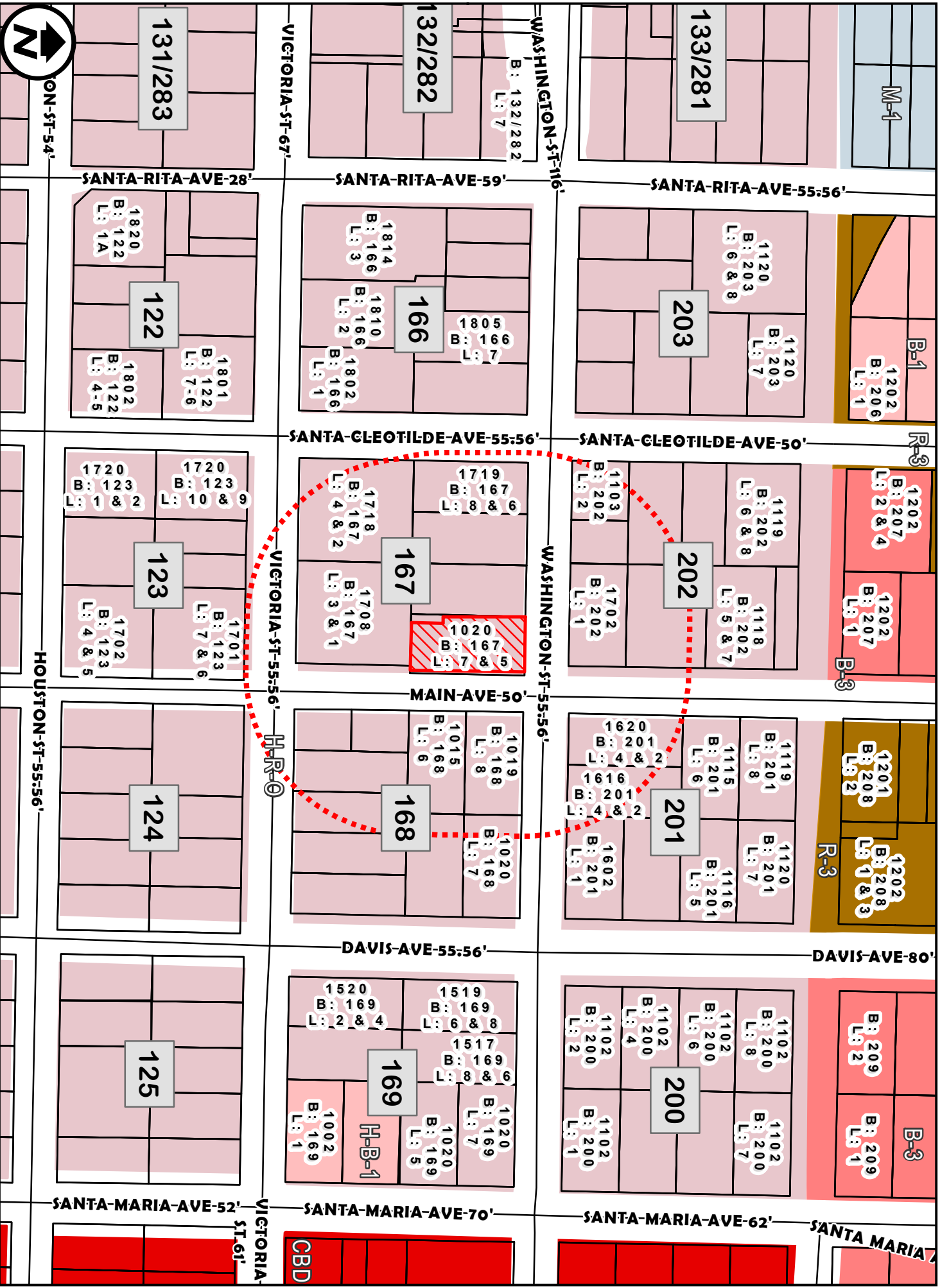
H-R-O (HISTORIC DISTRICT-RESIDENTIAL OFFICE DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL



ZONING OVERVIEW
1 inch = 150 feet

ZC-080-2022
COUNCIL DISTRICT 8
1020 MAIN AVENUE

H-R-O (HISTORIC DISTRICT-RESIDENTIAL OFFICE DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL



APPLICATION FOR

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1120
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L: 3

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B: 203
L: 1

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L: 1

1805
B: 166
L: 7

1801
B: 166
L: 8

1802
B: 166
L: 1

SANTA-CLEOTILDE-AVE-50'

SANTA-CLEOTILDE-AVE-55:56'

WASHINGTON-ST-55:56'

202

1115
B: 202
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1103
B: 202
L: 2

1718
B: 202
L: 2

1108
B: 202
L: 3 & 5

1702
B: 202
L: 1

High
Density
Residential

1719
B: 167
L: 8 & 6

1717
B: 167
L: 8 & 6

1715
B: 167
L: 7 & 5

1020
B: 167
L: 7 & 5

1718
B: 167
L: 4 & 2

1708
B: 167
L: 3 & 1

167

MAIN-AVE-50'

MAJOR COLLECTOR VICTORIA-ST-55:56'

201

1620
B: 201
L: 4 & 2

1616
B: 201
L: 4 & 2

1602
B: 201
L: 1

1110
B: 201
L: 3

1019
B: 168
L: 8

1020
B: 168
L: 7

1015
B: 168
L: 6

1018
B: 168
L: 5

168

DAVIS-AVE-55:56'

1009
B: 168
L: 1

1614
B: 168
L: 2

1612
B: 168
L: 3

1608
B: 168
L: 4

1602
B: 168
L: 9

1620
B: 168
L: 1



FUTURE LANDUSE

1 inch = 75 feet

Institutional

ZC-080-2022

COUNCIL DISTRICT 8
1020 MAIN AVENUE

APPLICATION FOR

H-R-O (HISTORIC DISTRICT-RESIDENTIAL OFFICE DISTRICT) TO
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B: 167
L: 4 & 2

1708
B: 167
L: 3 & 1

167

MAIN-AVE-50'

VICTORIA-ST-55:56'

201

1620
B: 201
L: 4 & 2

1616
B: 201
L: 4 & 2

1110
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L: 3

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L: 3

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L: 1

1608
B: 168
L: 4

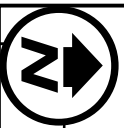
1602
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L: 9

168

1020
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L: 7

1018
B: 168
L: 5

DAVIS-AVE-55:56'



200' NOTIFICATION

1 inch = 75 feet

ZC-080-2022

COUNCIL DISTRICT 8
1020 MAIN AVENUE

APPLICATION FOR

H-R-O (HISTORIC DISTRICT-RESIDENTIAL OFFICE DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL

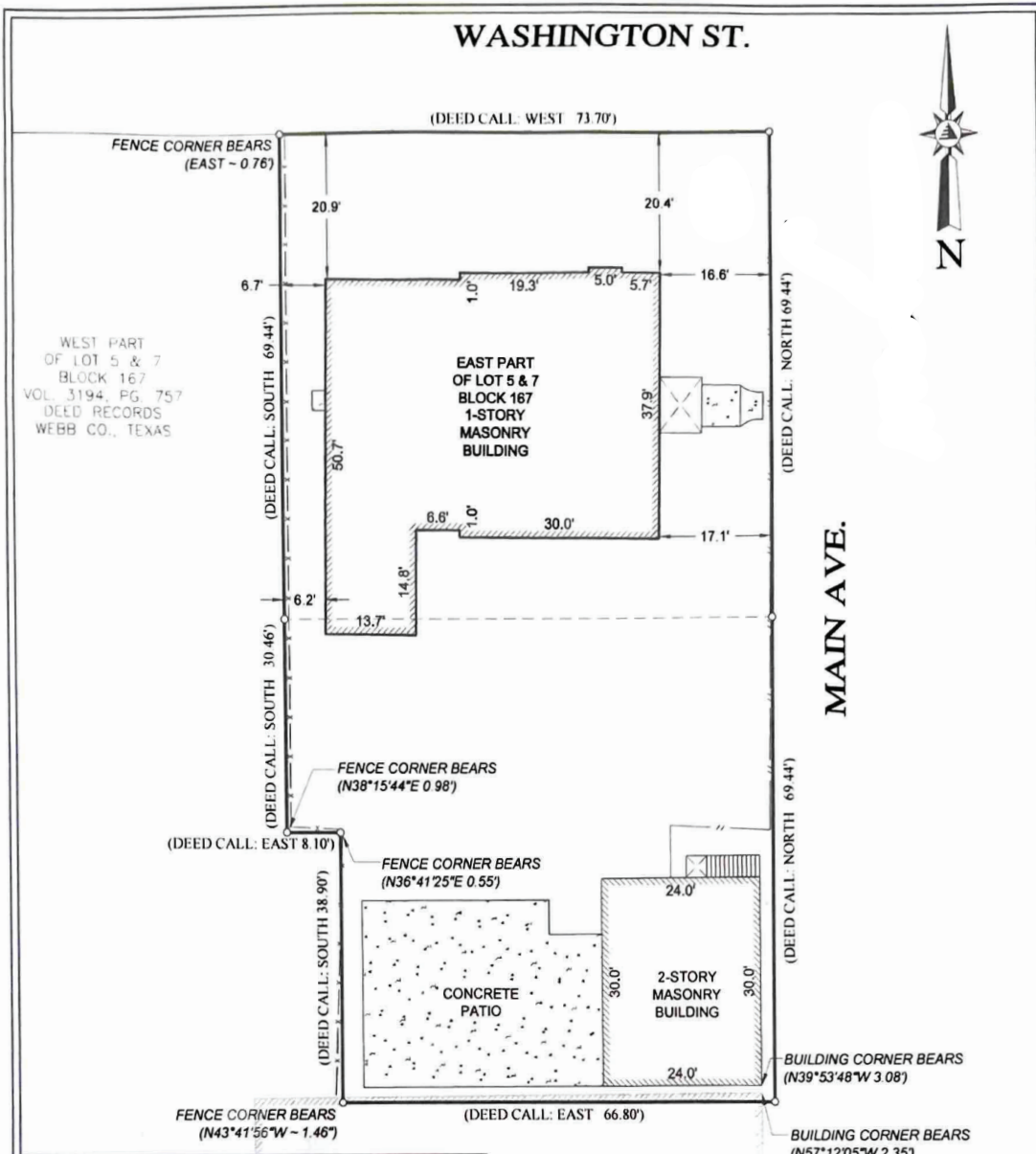
Special Use Permit Narrative Description

Café Radical LLC is a coffee shop located at 1020 Main Ave. Laredo, TX 78040 that sells coffee, pastries, and prepped foods. We are applying for the specialty use permit so that we are able to obtain and use the TABC New Wine and Malt Beverage Retailer's On-Premise Permit in order to sell wine and beer. There will be options for consumption of the beverages on the premises by the glass, but wine will also be available for retail sale by the bottle such as a wine shop would sell.

The hours of operation of Café Radical will be Monday to Wednesday from 7:00a.m. to 2:00p.m., Thursday to Friday from 7:00a.m. to 9:00p.m. and Saturday from 9:00am to 9:00pm.

There are a total of 6 employees on the team, however only 3 to 4 on a given shift. The amount of vehicles we could expect at minimum are 3 vehicles and maximum would be approximately 10. We would like to request to override the current parking requirements for our zone and propose that 1020 Main Ave. Laredo, TX 78040 be allowed to have the same parking ordinance as the Central Business District in order to encourage our patrons to walk, bike, and ride-share. Following the suggestions of the Downtown Laredo Parking Study (p54), we will install a bicycle rack with 4 spaces and post regular social media marketing for ride sharing and ride hailing to aid in approving this exception. There is also an off-premise City owned parking lot less than 1,000 ft away from our entrance that we could encourage patrons to use after 6p.m. to provide any additional parking.

EXHIBIT A



NOTES

- Subject property does not appear to be located in Flood Plain according to FEMA Map 48479C1195C. Effective Date: April 2, 2008.
- This plat does not purport to represent a retracement survey of Block 167, W.D., City of Laredo, Webb County, Texas. A complete retracement survey of said Block may reveal serious conflicts with occupation and may require a re-plot of said City Block.

SIRSet Iron Rod
 FIRFound Iron Rod
 FC.....Fence Corner
 PKF.....PK Nail Found

LEGAL DESCRIPTION

1020 MAIN AVE.

THE EAST PART OF LOTS FIVE (5) AND SEVEN (7), BLOCK ONE HUNDRED SIXTY-SEVEN (167), SITUATED IN THE WESTERN DIVISION OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS, ACCORDING TO ORIGINAL MAP OR PLAT OF SAID CITY, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 223, PAGE 269, DEED RECORDS OF WEBB COUNTY, TEXAS. (SUBJECT TO REQUIREMENTS)

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.

JUAN TIJERINA R.P.L.S./No. 5051 DATE 11/27/12

JUAN TIJERINA
5051
LAND SURVEYOR


THIS SURVEY IS VALID ONLY WITH ORIGINAL SEAL IN RED INK.

MONUMENTS HELD:

A Chainlink fence corner at the Occupied Northeast corner of The East part of Lot 7, Block 167 and A Chainlink fence corner at the Occupied Northwest corner of The East part of Lot 7, Block 167.

DEED CALL: WEST 73.70'
 FIELD MEASURE: WEST 72.94'

(CALLS IN PARENTHESIS TO/FROM RECORDED PLAT CORNERS)

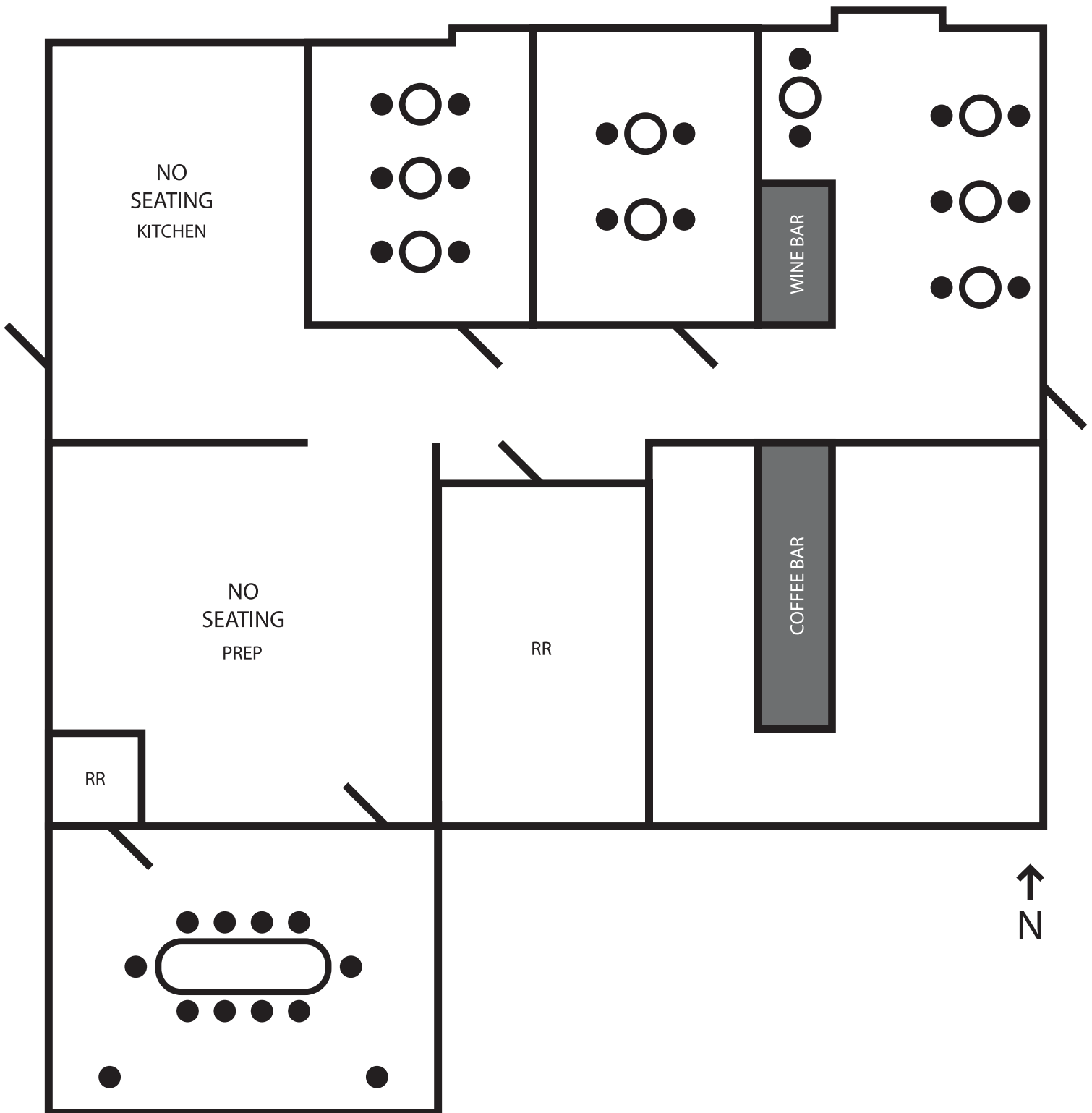


PREMIER
CIVIL ENGINEERING LLC.
 Land Development - Planning - Water - Wastewater
 Transportation - Surveying

Office: 1302 Calle Del Norte, Ste 2, Laredo, Texas 78041, Firm Registration No. 100067-00
 Phone: (956) 717-1199, Fax: (956) 717-1196, E-mail: ac@premier-ce.com

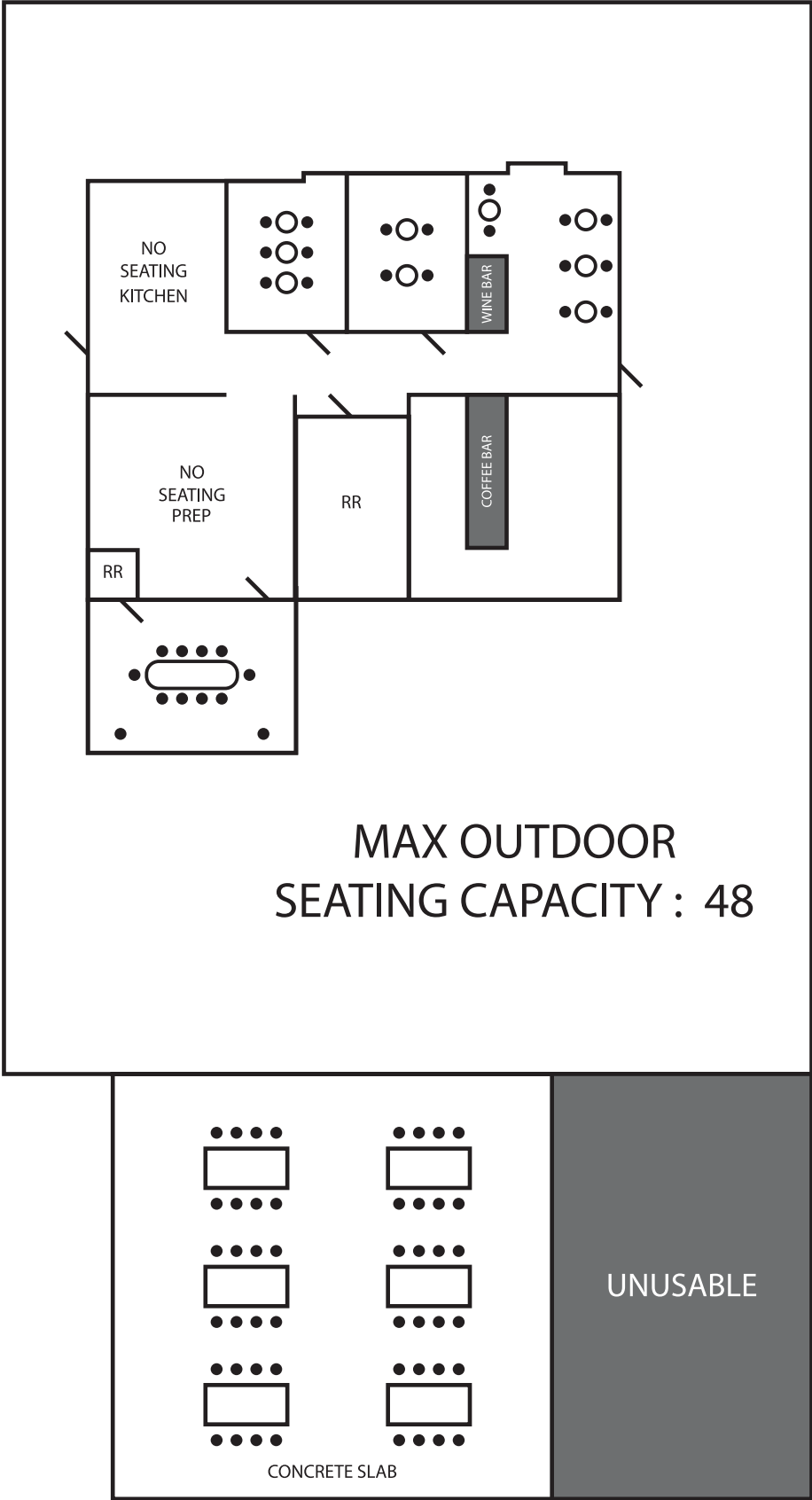
DESIGN BY: J.T.	SCALE: 1"=20'
CHECKED BY: J.T.	JOB #: 6242-12
APPROVED BY: J.T.	FILE NAME: 6242-12
FIELD DATE: 11/27/12	SHEET: 1 OF 1

CAFE RADICAL INDOOR SEATING @ 1020 MAIN AVE.



MAX INDOOR
SEATING CAPACITY : 30

CAFE RADICAL OUTDOOR SEATING @ 1020 MAIN AVE.



ORDINANCE NO. 2022-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE FOR A RESTAURANT SERVING ALCOHOL ON THE EAST PART OF LOTS 5 AND 7, BLOCK 167, WESTERN DIVISION, AND 1,249.92 SQUARE FEET, OUT OF THE MAIN AVENUE RIGHT-OF-WAY, ADJACENT TO LOTS 5 AND 7, BLOCK 167, WESTERN DIVISION, AS PER DEED RECORDED IN VOLUME 5323, PAGES 741-747, WEBB COUNTY OFFICIAL PUBLIC RECORDS, LOCATED AT 1020 MAIN AVENUE; 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 the east part of lots 5 and 7, Block 167, Western Division, and 1,249.92 square feet, out of the Main Avenue right-of-way, adjacent to Lots 5 and 7, Block 167, Western Division, as per deed recorded in Volume 5323, Pages 741-747, Webb County Official Public Records, located at 1020 Main Avenue.; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 18, 2022 and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Special Use Permit with amendments to the conditions; 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 19, 2022, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit (SUP) for a Restaurant Serving Alcohol, located on the east part of lots 5 and 7, Block 167, Western Division, and 1,249.92 square feet, out of the Main Avenue right-of-way, adjacent to Lots 5 and 7, Block 167, Western Division, as per deed recorded in Volume 5323, Pages 741-747, Webb County Official Public Records, located at 1020 Main Avenue; 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 William Hrcir, Jr.
2. The Special Use Permit is restricted to the site plan, "Exhibit A", which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Monday to Wednesday, 7:00 a.m. to 2:00 p.m., Thursday to Friday, 7:00 a.m. to 9:00 p.m., and Saturday, 9:00 a.m. to 9:00 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 or noise level 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 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 _____, 2022.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 5.

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Orlando Navarro, Planning Director

Initiated By: L91 Properties LLC. / Edward Beckelhymer III, Owner/Applicant; Peua Consulting LLC / Oscar Castillo P.E., 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 19.84 acre tract of land out of a 53.40 acre tract of land out of a tract of land conveyed to L91 BC Properties, Limited Liability Company, a Florida Limited Liability Company, as described in deed recorded in Volume 4430, pages 282-289, Official Public Records, Webb County, Texas, and containing 53.40 acre of land, and being situated in Porcion 28, E. Martinez, Abstract 241, Webb County, Texas, located south of East Saunders Street and west of Bob Bullock Loop, from R-1A (Single Family Reduced Area District) to R-1B (Single-Family High Density District).

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

ZC-086-2022

District IV

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

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

Proposed use: Residential

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is McCoy's Building Supplies, Charro 1, Ron Hoover RV & Marine of Laredo, Complete Coach Works of Laredo, vacant undeveloped land. To the east and south is Asmussen Horse Center and vacant undeveloped land. To the west of the site is Paul Young Ranch and vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Medium 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 identifies East Saunders Street as an Expressway and Bob Bullock Loop as an Expressway.

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

Letters sent to surrounding property owners: 10 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 4 to 1 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

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

1. The proposed zone, R-1B, is in conformance with the Comprehensive Plan's designation of this area as Medium Density Residential (R-1, R-O, R-2, B-1R, R-1B, small format market), which allows R-1B zoning districts, but is not in conformance with the Comprehensive Plan's designation as Parks. However, the site abuts a large area of residential districts, R-1A to the east and R-1 to the south.
2. The proposed zone and permitted single family high density residential uses will complement the commercial uses present in the area.
3. The proposed zone change is not anticipated to have a negative impact in the surrounding area or neighborhood.

Staff **supports** the application.

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

Is this change contrary to the established land use pattern?

The surrounding area is primarily vacant undeveloped land. To the north of the site is commercial uses.

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

Yes, the zone change does create an isolated zoning district.

Will change adversely influence living conditions in the neighborhood?

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

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

Yes. The existing use of R-1A (Single Family Reduced Area District) does not allow for single family residential lots with a minimum of 3,000 square feet.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Maps

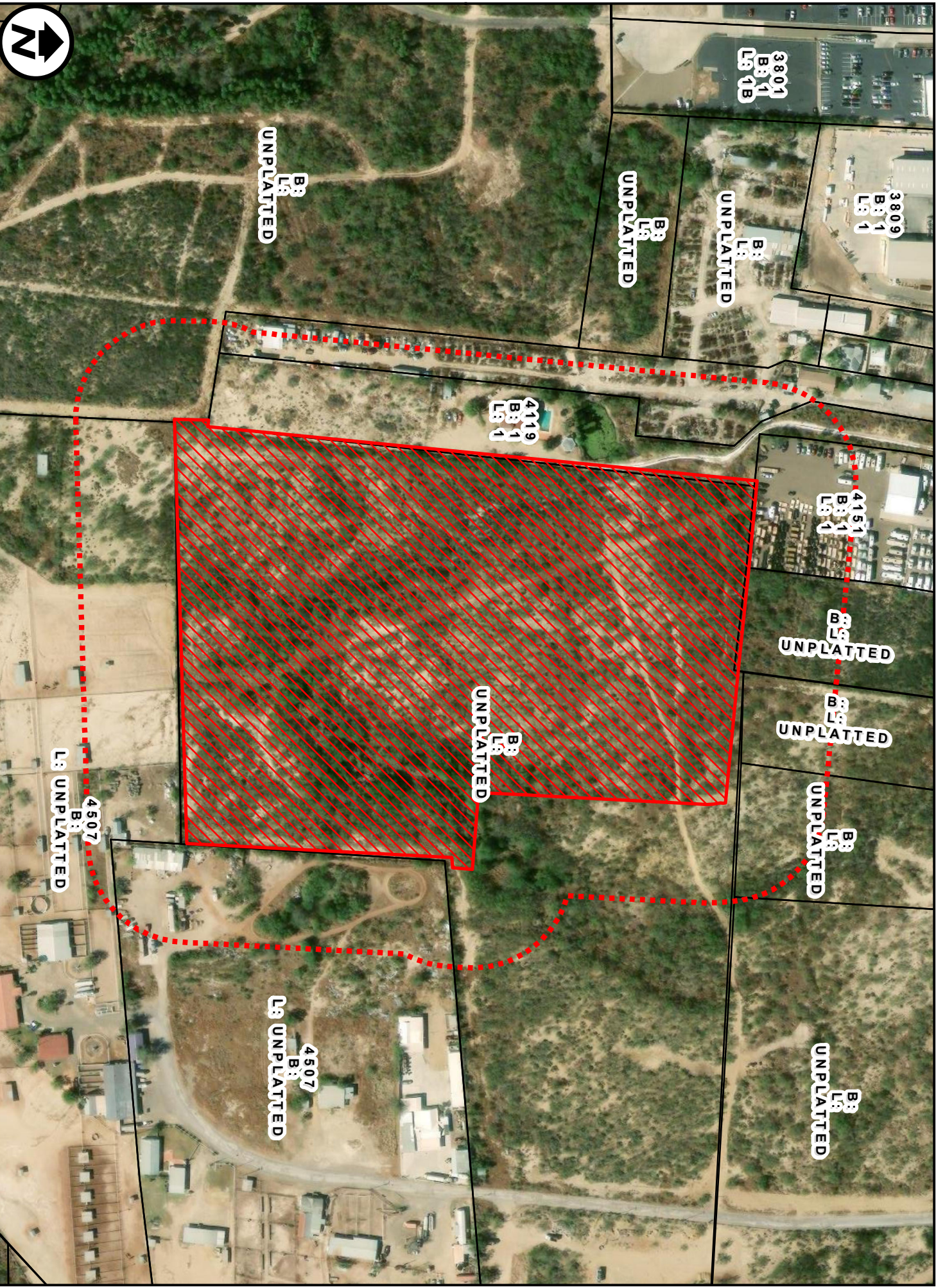
Survey

Ordinance - DRAFT



AERIAL MAP

1 inch = 250 feet



ZC-086-2022

COUNCIL DISTRICT 4

SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP

APPLICATION FOR

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

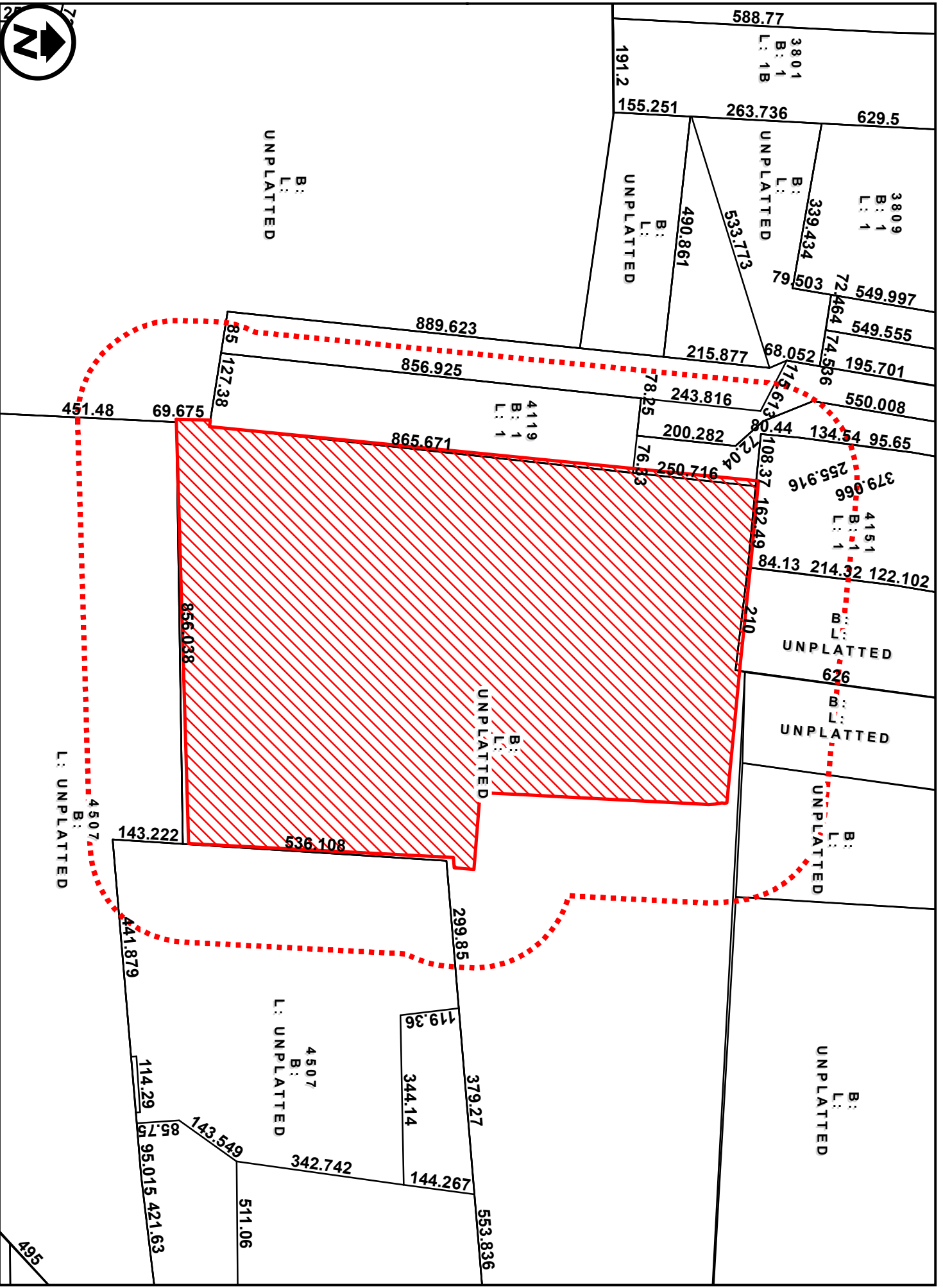
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



DIMENSIONS MAP
1 inch = 250 feet

ZC-086-2022
COUNCIL DISTRICT 4
SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP

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



588.77
3801
B: 1
L: 1B
191.2
155.251
263.736
629.5

3809
B: 1
L: 1
339,434
UNPLATTED
72,464
549,997
74,536
549,555
195,701
UNPLATTED
53,773
490,861
UNPLATTED

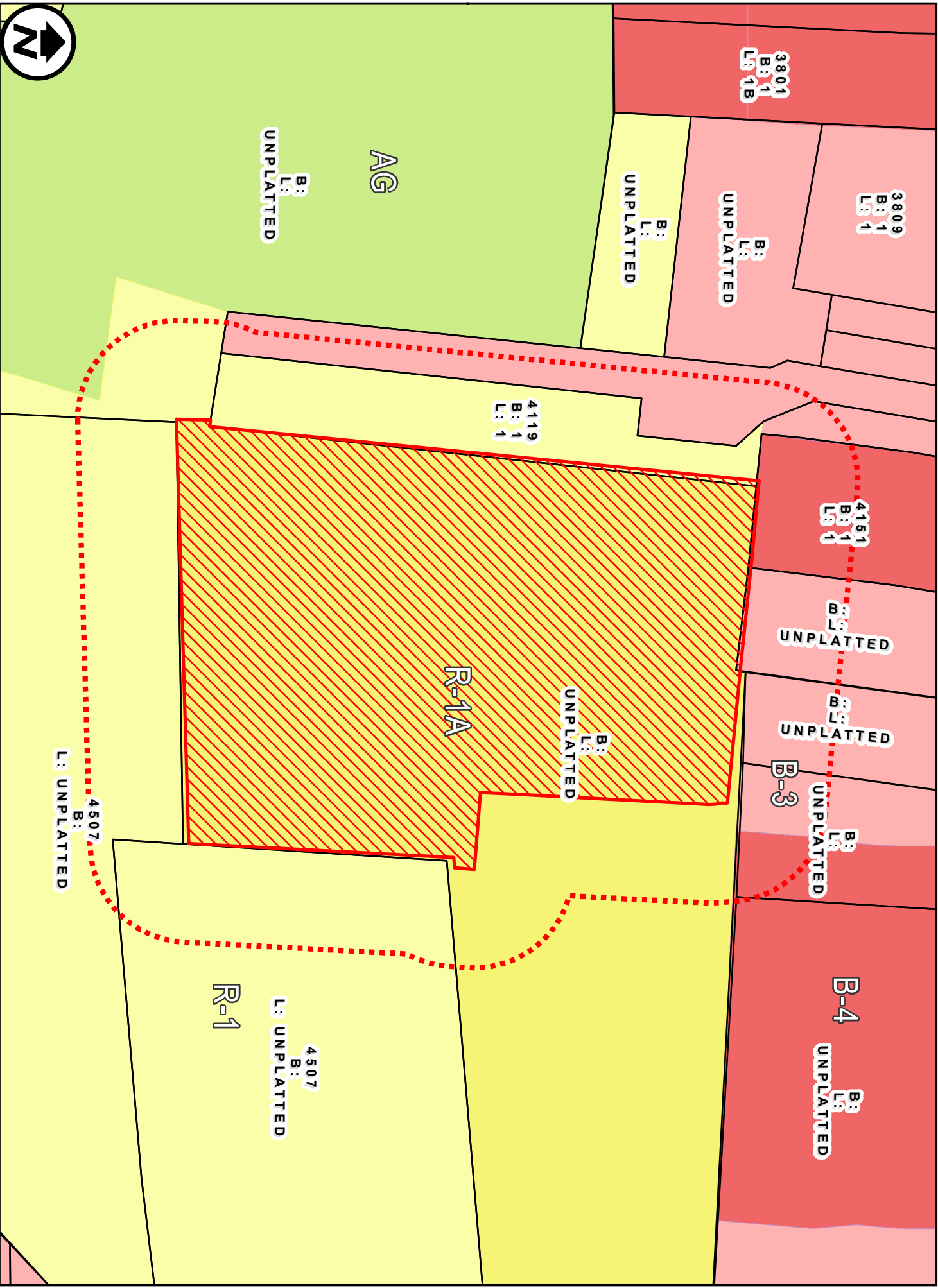
889.623
856.925
215.877
68.052
115,673
78,25
243.816
200.282
80.44
134.54
95.65
550.008
4119
B: 1
L: 1
865.671
250.716
76.83
108.37
162.49
379,066
255,916
4151
B: 1
L: 1
84.13
214.32
122.102

451.48
69.675
85
127.38

856,038
UNPLATTED
B:
L:
UNPLATTED
536.108
210
UNPLATTED
626
UNPLATTED
UNPLATTED
UNPLATTED
UNPLATTED

4507
B:
L:
UNPLATTED
143.222
441.879

299.85
119.36
379.27
553.836
344.14
144.267
342.742
511.06
143.549
114.29
195.015
421.63
495



ZONING MAP

1 inch = 250 feet

ZC-086-2022

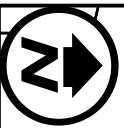
COUNCIL DISTRICT 4

SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP

APPLICATION FOR

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

R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



3801
B: 1
L: 1B

3809
B: 1
L: 1

B:
L:
UNPLATTED

B:
L:
UNPLATTED

B:
L:
UNPLATTED

4119
B: 1
L: 1

4151
B: 1
L: 1

B:
L:
UNPLATTED

B:
L:
UNPLATTED

B:
L:
UNPLATTED

B:
L:
UNPLATTED

B:
L:
UNPLATTED

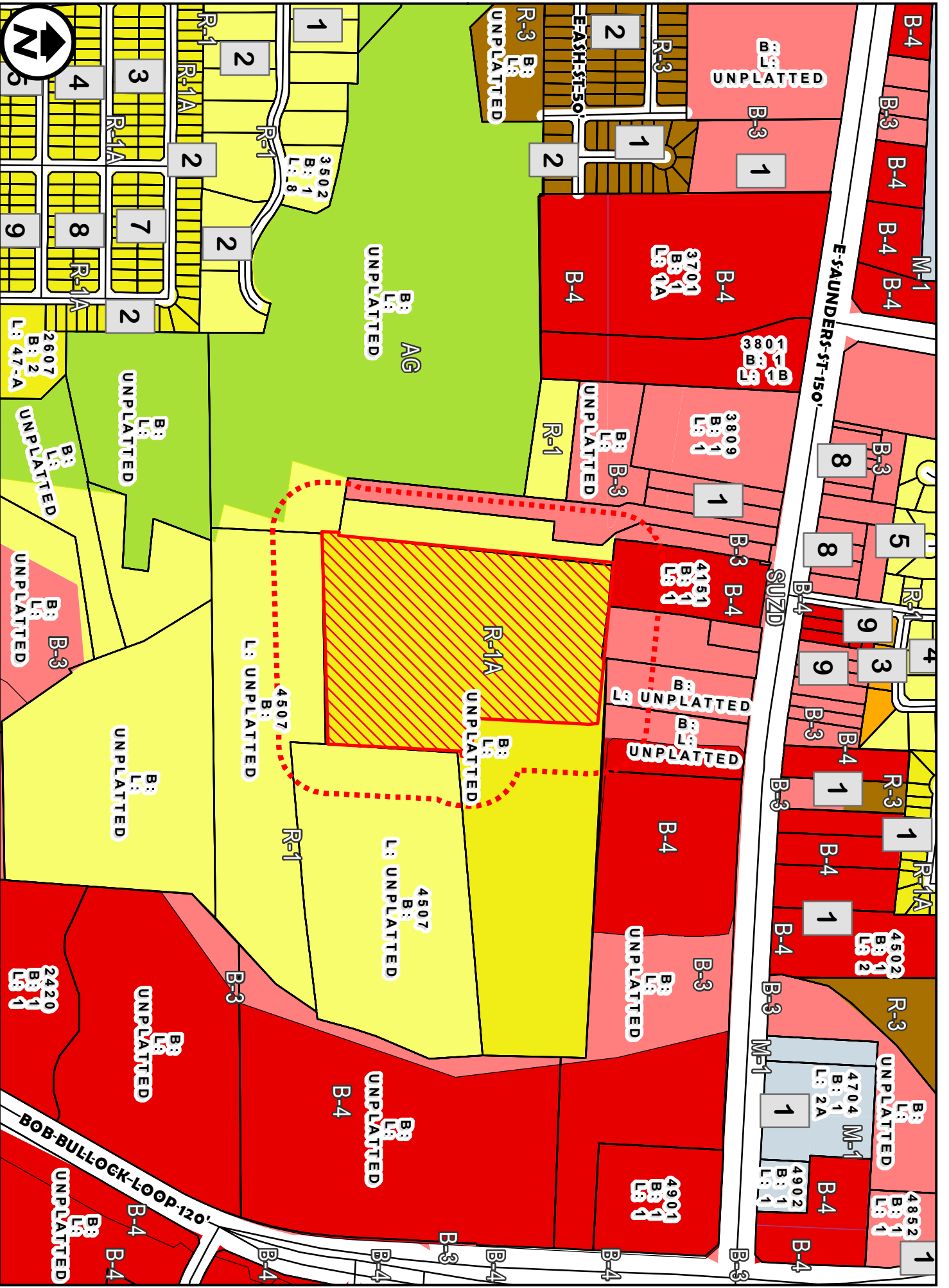
4507
B:
L: UNPLATTED

4507
B:
L: UNPLATTED

SURVEY MAP
1 inch = 250 feet

ZC-086-2022
COUNCIL DISTRICT 4
SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP

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



ZONING OVERVIEW

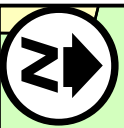
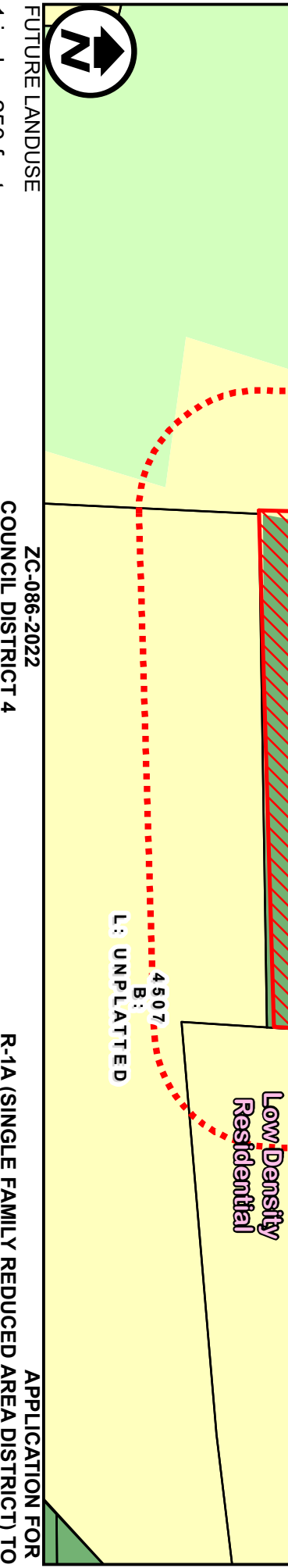
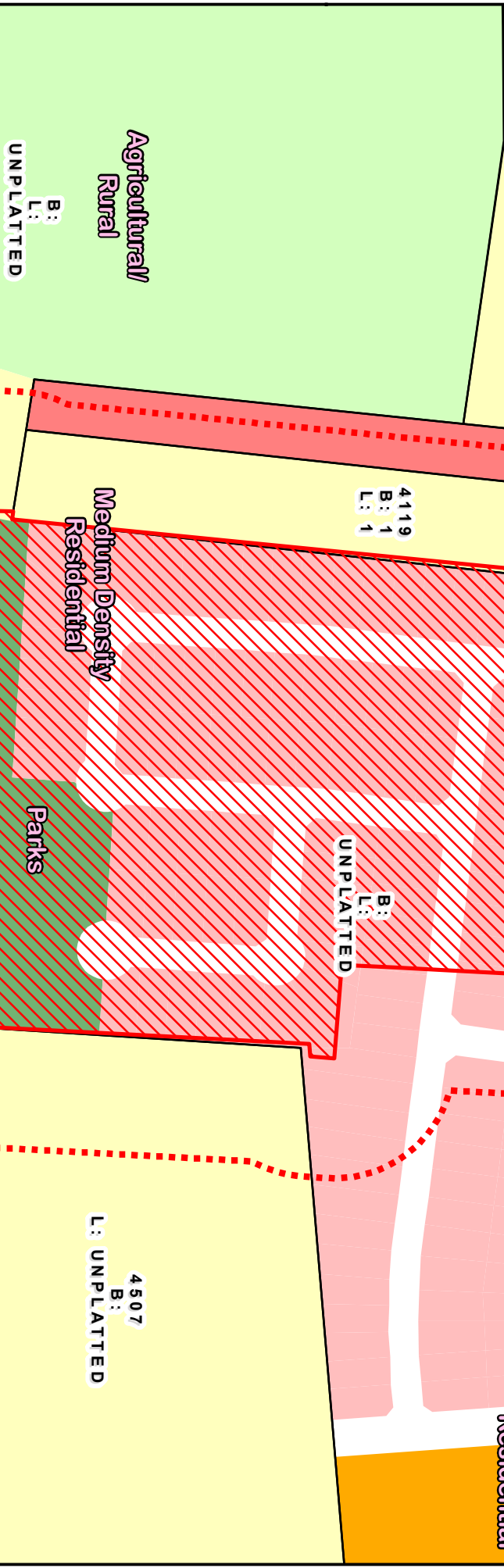
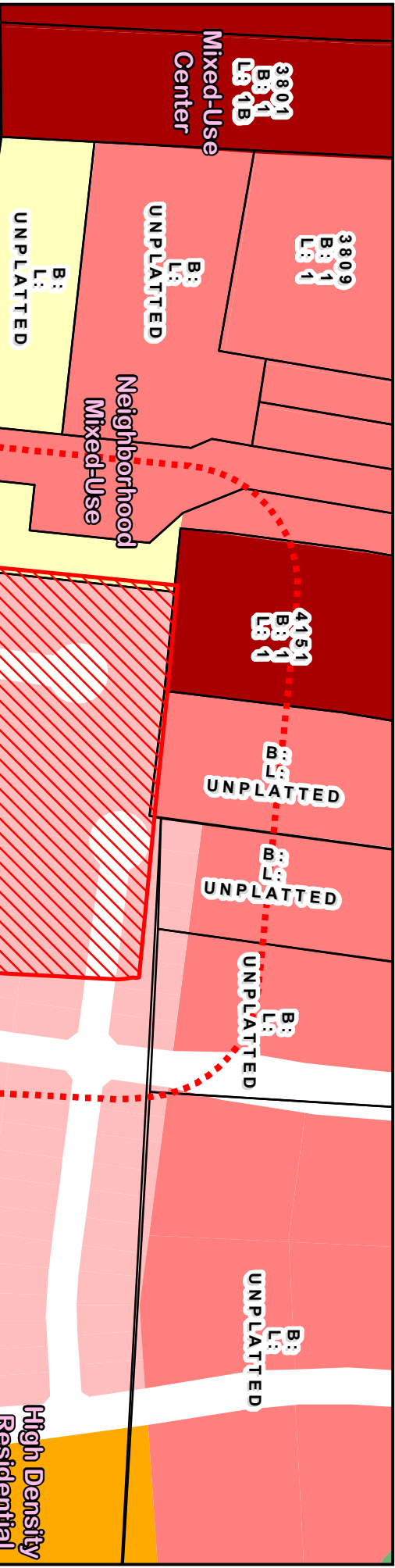
1 inch = 500 feet

ZC-086-2022

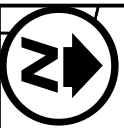
COUNCIL DISTRICT 4

SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP

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



FUTURE LANDUSE
 SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP
 1 inch = 250 feet
 COUNCIL DISTRICT 4
 ZC-086-2022
 APPLICATION FOR
 R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
 R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



3801
B: 1
L: 1B

3809
B: 1
L: 1

B:
L:
UNPLATTED

B:
L:
UNPLATTED

B:
L:
UNPLATTED

4119
B: 1
L: 1

4151
B: 1
L: 1

B:
L:
UNPLATTED

B:
L:
UNPLATTED

B:
L:
UNPLATTED

B:
L:
UNPLATTED

B:
L:
UNPLATTED

4507
B:
L: UNPLATTED

4507
B:
L: UNPLATTED

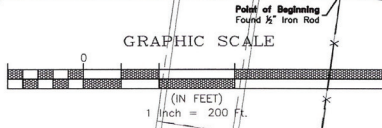
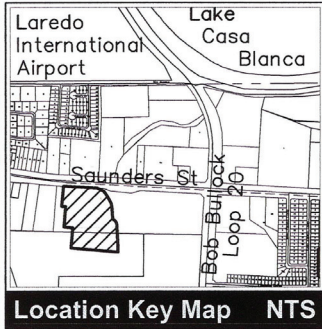
200' NOTIFICATION
1 inch = 250 feet

COUNCIL DISTRICT 4
ZC-086-2022
SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP

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

SURVEY OF

a 19.84 acre tract of land, Situated in Porcion 28, E. Martinez, Abstract 241, Webb County, Texas.



Raul E. Laurel Subdivision
(Vol. 21, Pg. 74)
M.R.W.C.T.

Fernando Bruno
(Vol. 227, Pg. 187-188)
D.R.W.C.T.

L91 BC Properties LLC
Florida Limited Liability Company
Volume 4430, Pages 282-289
O.P.R.W.C.T.

Found Fence Corner

L3 L4 L5 C1

Delhi Gas Linepipe Corporation
30-Foot Right-of-way Easement
Vol. 221, Pgs. 25-36
O.R.W.C.T.

30' pipeline R.O.W. easement
V.P. Nehrus
Vol. 221, Pgs. 35-36
D.R.W.C.T.

Limits of a 100 year frequency flood zone "AE" as per flood insurance rate maps for Webb County, Texas Community Panel No. 48479C1215C with an effective date of April 2, 2008.

Line #	Length	Direction
L1	65.61	N2° 33' 05.00"E
L2	13.92	S76° 50' 58.00"E
L3	162.18	S84° 03' 33.00"E
L4	208.73	S83° 39' 17.00"E
L5	285.77	S83° 50' 55.38"E
L6	270.57	S3° 29' 35.66"W
L7	91.92	S3° 31' 30.37"W
L8	87.15	S3° 31' 41.00"W
L9	156.69	S84° 58' 43.07"E
L10	40.69	S5° 01' 16.93"W
L11	20.77	S85° 42' 00.33"W
L12	538.18	S3° 31' 41.00"W

4.4714 Acres
Lomberto Garcia
(Vol. 27, Pg. 30)
M.R.W.C.T.

N 06°08'59" E - 1120.0'

Found Fence Corner

PORCION 28
E. MARTINEZ
ABSTRACT 241
WEBB COUNTY, TEXAS

8.7595 Acres
Hernandez Woodall Cattle Co.
(Vol. 132, Pg. 21-24)
D.R.W.C.T.

Point of Beginning Found Fence Corner
61.6250 Acres Tract "C"
Paul H. Young, Jr., Et Ux
(Vol. 2194, Pg. 659-667)
O.P.R.W.C.T.

35 Acres
Keith Almussen
(Vol. 437, Pg. 44-46)
D.R.W.C.T.

S 89°10'36" W - 862.16'

Curve #	Length	Radius	Chord Direction	Chord Length
C1	10.17'	485.58'	S0° 46' 34"W	10.17'
C2	41.44'	349.92'	S2° 16' 05"E	41.42'



Basis of Bearings: Texas South Zone - 4205 - NAD 83

Note: Not all utilities or easements shown hereon.

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

Julian Javier Ruiz

07-18-2022

Julian Javier Ruiz, R.P.L.S. No. 5304-TEXAS

CURRENT DATE:

J Ruiz Land Surveying
3292 El Indio Hwy TX.
www.jruizlandsurveying.com
Phone 956-568-4470
Fax 956-568-4471

TECH: J.J.R.
Q.C.: JJR
JOB No.: 22035
DATE: 07-18-22
F.B.: 000
PG.: 000
SHEET: 1 OF 3



3292 El Indio Hwy
Eagle Pass, Texas 78852
www.jruizlandsurveying.com
Phone 956-568-4470
Fax 956-568-4471

**Field Notes
for a 19.84 acre tract of land
out of a 53.40 acre tract of land
situated in Porcion 28, E. Martinez, Abstract 241
Webb County, Texas**

Being a 19.84 acre tract of land out of a 53.40 acre tract of land out of a tract of land conveyed to L91 BC Properties LLC, a Florida Limited liability company, as described in deed recorded in Volume 4430, Pages 282-289, Official Public Records, Webb County, Texas, and containing 53.40 acre of land, and being situated in Porcion 28, E. Martinez, Abstract 241, Webb County, Texas, and being more particularly described by metes and bounds, as follows, to wit:

Beginning at a *fence corner* found at the northerly line of a tract of land conveyed to Kieth Asmussen as described in deed recorded in Volume 437, Pages 44-46, Deed Records, Webb County, Texas, at the easterly line of Tract "C", as conveyed to Paul H. Young, Jr., et ux, as described in deed recorded in Volume 2194, Pages 659-667, Official Public Records, Webb County, Texas, for the southwest corner hereof;

Thence, with an easterly line of said Tract "C", *North 02 degrees 33 minutes 05 seconds East, 65.61 feet*, to a $\frac{1}{2}$ " *iron rod* set, at the southerly line of a tract of land conveyed to Lamberto Garcia Plat, recorded in Volume 27, Page 30, Map Records, Webb County, Texas, for an exterior corner hereof;

Thence, with the southerly line of said Garcia Plat, *South 76 degrees 50 minutes 58 seconds East, 13.92 feet*, to a *fence corner post* found, for an interior corner hereof;

Thence, with the easterly line of said Garcia Plat, *North 06 degrees 08 minutes 59 seconds East, 1120.25 feet*, to a *fence corner post* found at the southerly line of Raul E. Laurel Subdivision, recorded in Volume 21, Page 74, Map Records, Webb County, Texas, for an exterior corner hereof;

Thence, with the southerly line of said Laurel Subdivision, *South 83 degrees 03 minutes 33 seconds East, 162.18 feet*, to a $\frac{1}{2}$ " *iron rod* set, at the southwest corner of aforementioned Fernando Bruno tract, for a point of deflection corner hereof;

Thence, with the southerly line of said Laurel Subdivision, *South 83 degrees 39 minutes 17 seconds East, 208.73 feet*, to a *fence corner* found, for an interior corner hereof;

Thence, with the southerly line of said Laurel Subdivision, *South 83 degrees 50 minutes 56 seconds East, 285.77 feet*, to a *point* at the beginning of a curve to the left with a radius of 485.58 feet, for a point of curvature hereof;

Thence, with said curve to the left a distance of *10.17 feet* (Chord bearing *South 00 degrees 46 minutes 34 seconds West, 10.17 feet*) to a *point* at the beginning of a curve to the right with a radius of *349.92 feet*, for a point of reverse curvature hereof;

Thence, with said curve to the right a distance of *41.44 feet* (Chord bearing *South 02 degrees 16 minutes 05 seconds East, 41.42 feet*) to a *point*, for a point of tangency hereof;

Thence, *South 03 degrees 29 minutes 36 seconds West, 270.57 feet*, to a *point*, for a point of deflection hereof;

Thence, *South 03 degrees 31 minutes 31 seconds West, 91.92 feet*, to a *point*, for a point of deflection hereof;

Thence, *South 03 degrees 31 minutes 41 seconds West, 87.15 feet*, to a *point*, for an interior corner hereof;

Thence, *South 84 degrees 58 minutes 43 seconds East, 156.69 feet*, to a *point*, for an exterior corner hereof;

Thence, *South 05 degrees 01 minutes 17 seconds West, 40.69 feet*, to a *point* at the northerly line of a tract of land conveyed to Hernandez Woodul Cattle Co., described in deed recorded in Volume 132, Pages 21-24, Deed Records, Webb County, Texas, for an exterior corner hereof;

Thence, with the northerly line of said Woodul tract, *South 85 degrees 42 minutes 00 seconds West, 20.77 feet*, to a *fence corner* found for an interior corner hereof;

Thence, with the westerly line of said Woodul tract, *South 03 degrees 31 minutes 41 seconds West, 538.18 feet*, to a *fence corner* found at the northeast corner of aforementioned Asmussen tract, for the southeast corner hereof;



Field Notes
for a 19.84 acre tract of land
out of a 53.40 acre tract of land
situated in Porcion 28, E. Martinez, Abstract 241
Webb County, Texas (continued)

Thence, with the northerly line of said Asmusen tract *South 89 degrees 10 minutes 36 seconds West, 862.16 feet*, to the Point of Beginning, and containing 19.84 acres of land, more or less

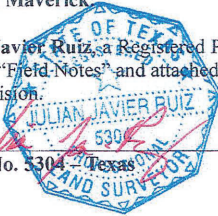
Basis of Bearings: Texas South Zone – 4205 – NAD 83

State of Texas:

County of Maverick:

I, Julian Javier Ruiz, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above captioned "Field Notes" and attached "Drawing" was prepared from an actual Survey performed on the ground under my supervision.

R.P.L.S. No. 5304 - Texas



07-18-22
Current Date

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 19.84 ACRE TRACT OF LAND OUT OF A 53.40 ACRE TRACT OF LAND OUT OF A TRACT OF LAND CONVEYED TO L91 BC PROPERTIES, LIMITED LIABILITY COMPANY, A FLORIDA LIMITED LIABILITY COMPANY, AS DESCRIBED IN DEED RECORDED IN VOLUME 4430, PAGES 282-289, OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS, AND CONTAINING 53.40 ACRE OF LAND, AND BEING SITUATED IN PORCION 28, E. MARTINEZ, ABSTRACT 241, WEBB COUNTY, TEXAS, LOCATED SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP, FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of approximately 19.84 acre tract of land out of a 53.40 acre tract of land out of a tract of land conveyed to L91 BC Properties, Limited Liability Company, a Florida Limited Liability Company, as described in deed recorded in Volume 4430, Pages 282-289, Official Public Records, Webb County, Texas, and containing 53.40 acre of land, and being situated in Porcion 28, E. Martinez, Abstract 241, Webb County, Texas, located south of East Saunders Street and west of Bob Bullock Loop, from R-1A (Single Family Reduced Area District) to R-1B (Single Family High Density District).; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 18, 2022; 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 19, 2022 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 19.84 acre tract of land out of a 53.40 acre tract of land out of a tract of land conveyed to L91 BC Properties, Limited Liability Company, a Florida Limited Liability Company, as described in deed recorded in Volume 4430, Pages 282-289, Official Public Records, Webb County, Texas, and containing 53.40 acre of land, and being situated in Porcion 28, E. Martinez, Abstract 241, Webb County, Texas, located south of East Saunders Street and west of Bob Bullock Loop, from R-1A (Single Family Reduced Area District) to R-1B (Single Family High Density District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 6.

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: L91 Properties LLC. / Edward Beckelhymer III, Owner/Applicant; Peua Consulting LLC / Oscar Castillo P.E., 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 1.69 acre tract of land out of a 53.40 acre tract of land out of a tract of land conveyed to L91 BC Properties, Limited Liability Company, a Florida Limited Liability Company, as described in deed recorded in Volume 4430, pages 282-289, Official Public Records, Webb County, Texas, and containing 53.40 acre of land, and being situated in Porcion 28, E. Martinez, Abstract 241, Webb County, Texas, located south of East Saunders Street and west of Bob Bullock Loop, from R-1A (Single-Family Reduced Area District) to B-3 (Community Business District).

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

ZC-087-2022

District IV

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

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

Proposed use: Commercial

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is vacant undeveloped land and East Saunders Street. To the east is Chacon Creek, vacant undeveloped land, and Bob Bullock Loop. To the south is Asmussen Horse Center. To the west of the site is primarily vacant undeveloped land.

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 identifies East Saunders Street as an Expressway and Bob Bullock Loop as an Expressway.

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

Letters sent to surrounding property owners: 6 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 4 to 1 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

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

1. The proposed zone change is not in conformance with the Comprehensive Plan's designation as High Density Residential (R-3, R-2, B-1R, B-1, R-O), which does not allow B-3 zoning districts.
2. The proposed zone change is anticipated to have a negative impact in the surrounding area or neighborhood.
3. The proposed use does not complement the surrounding uses.

Staff **does not support** the application.

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

Is this change contrary to the established land use pattern?

There is a community business district north of the site, yet the site abuts a large area of residential zoning districts.

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

No. To the north of the site is zoned B-3.

Will change adversely influence living conditions in the neighborhood?

This is anticipated to have a negative impact in the surrounding area or neighborhood.

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

Yes. The existing R-1A 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:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Maps

Survey

Ordinance - DRAFT

B:
L:
UNPLATTED

B:
L:
UNPLATTED

B:
L:
UNPLATTED

4507
B:
L:
UNPLATTED

B:
L:
UNPLATTED



AERIAL MAP

1 inch = 150 feet

ZC-087-2022

COUNCIL DISTRICT 4

SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP

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

B-3 (COMMUNITY BUSINESS DISTRICT)

APPLICATION FOR



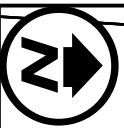
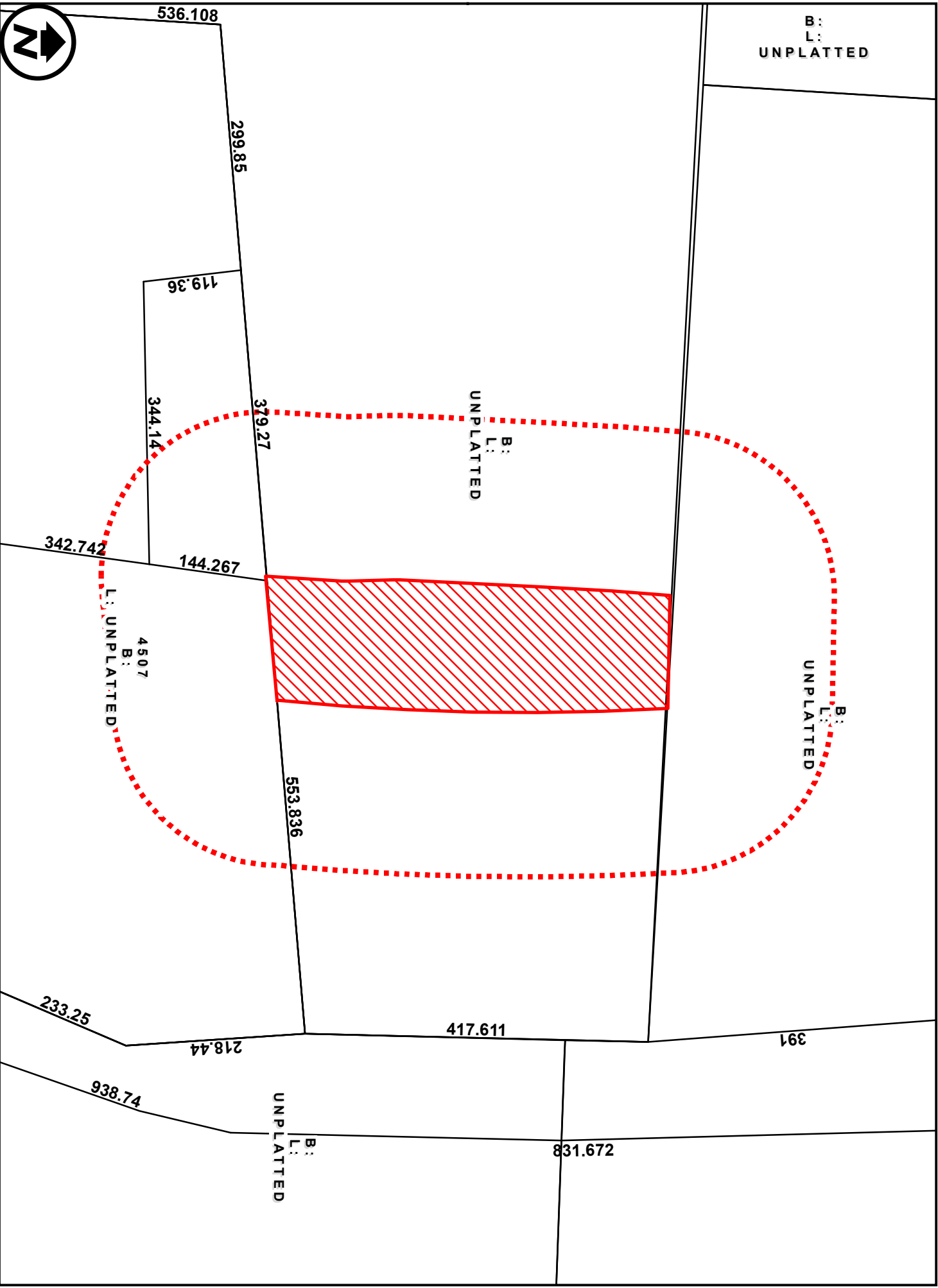
B:
L:
UNPLATTED

B:
L:
UNPLATTED

B:
L:
UNPLATTED

L:
UNPLATTED

B:
L:
UNPLATTED



DIMENSIONS MAP

1 inch = 150 feet

ZC-087-2022

COUNCIL DISTRICT 4

SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)

APPLICATION FOR

B:
L:
UNPLATTED

B:
L:
UNPLATTED
B-3

B-4

B:
L:
UNPLATTED

B:
L:
UNPLATTED
R-1A

R-1
4507
B:
L:
UNPLATTED



ZONING MAP

1 inch = 150 feet

SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP

COUNCIL DISTRICT 4

ZC-087-2022

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

B-3 (COMMUNITY BUSINESS DISTRICT)

APPLICATION FOR

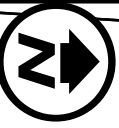
B:
L:
UNPLATTED

B:
L:
UNPLATTED

B:
L:
UNPLATTED

4507
B:
L:
UNPLATTED

B:
L:
UNPLATTED



SURVEY MAP

1 inch = 150 feet

ZC-087-2022

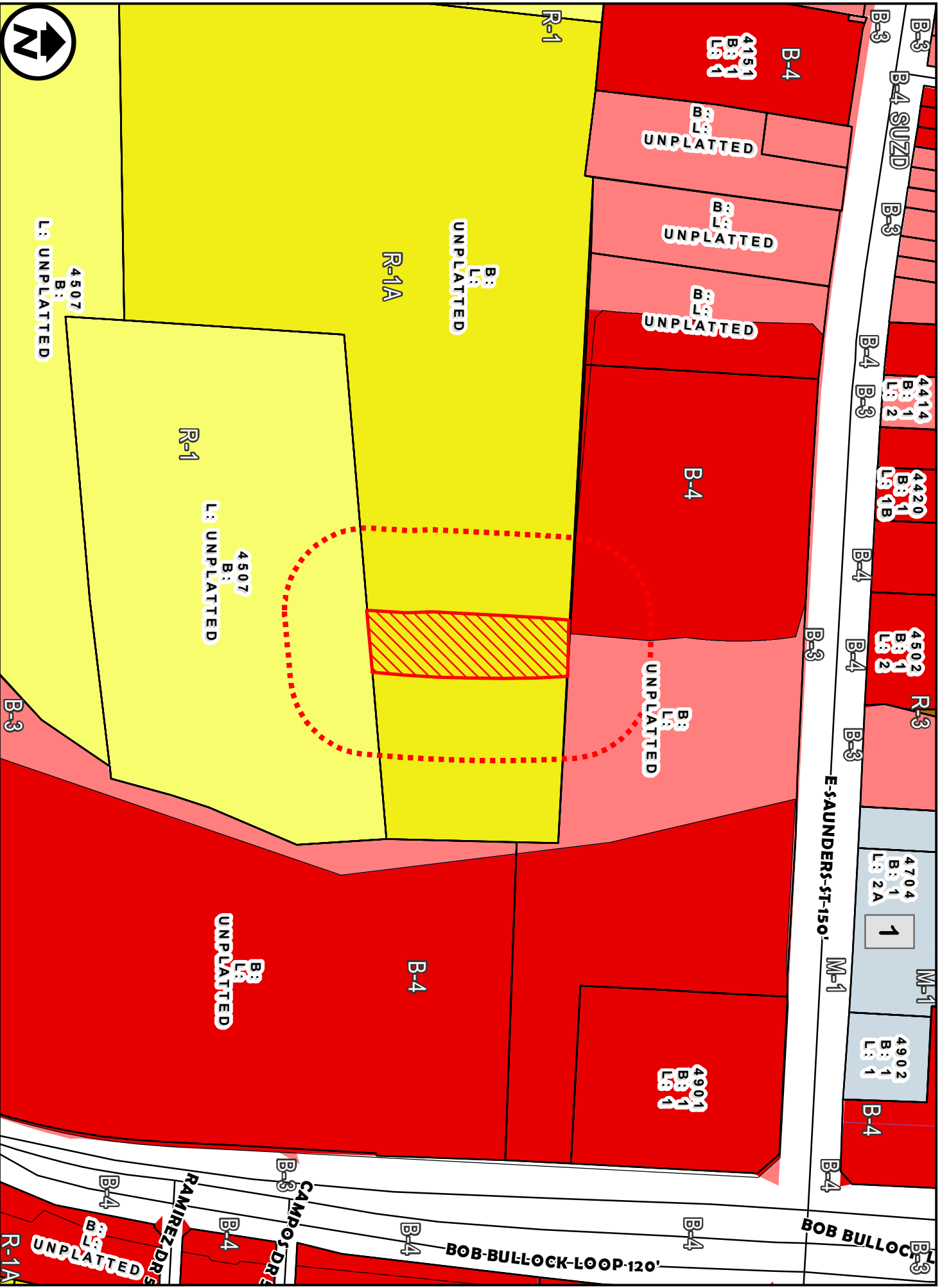
COUNCIL DISTRICT 4

SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP

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

B-3 (COMMUNITY BUSINESS DISTRICT)

APPLICATION FOR



ZONING OVERVIEW

1 inch = 300 feet

COUNCIL DISTRICT 4

ZC-087-2022

SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)

APPLICATION FOR

B:
L:
UNPLATTED

Medium Density
Residential

B:
L:
UNPLATTED

4507
B:
L:
UNPLATTED
Low Density
Residential

Neighborhood
Mixed-Use

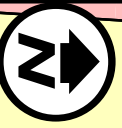
B:
L:
UNPLATTED

High Density
Residential

Parks

B:
L:
UNPLATTED

Mixed-Use
Center



FUTURE LANDUSE

1 inch = 150 feet

ZC-087-2022

COUNCIL DISTRICT 4

SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP

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

B-3 (COMMUNITY BUSINESS DISTRICT)

APPLICATION FOR

B:
L:
UNPLATTED

B:
L:
UNPLATTED

B:
L:
UNPLATTED

4507
B:
L:
UNPLATTED

B:
L:
UNPLATTED



200' NOTIFICATION

1 inch = 150 feet

ZC-087-2022

COUNCIL DISTRICT 4

SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP

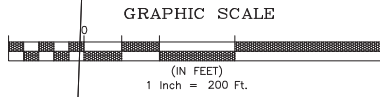
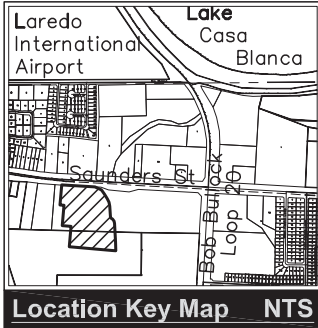
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO

B-3 (COMMUNITY BUSINESS DISTRICT)

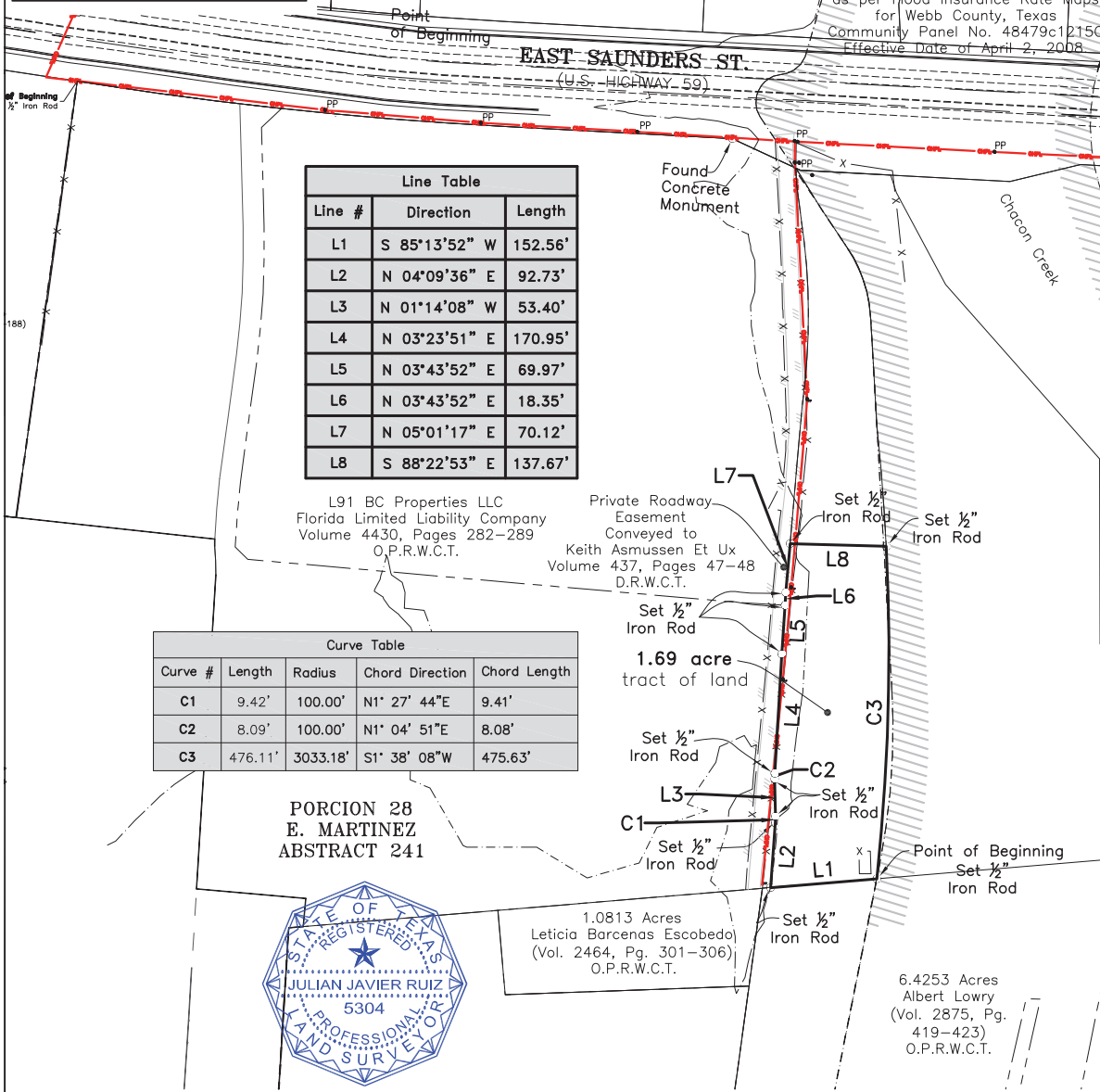
APPLICATION FOR

SURVEY OF

a **1.69 acre** tract of land
 out of a tract of land conveyed to L91 BC Properties LLC
 Situated in Porcion 28, E. Martinez, Abstract 241
 Webb County, Texas.



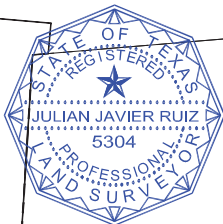
Limits of a 100 Year Frequency Flood Zone "AE" as per Flood Insurance Rate Maps for Webb County, Texas Community Panel No. 48479c1215C Effective Date of April 2, 2008



Line Table		
Line #	Direction	Length
L1	S 85°13'52" W	152.56'
L2	N 04°09'36" E	92.73'
L3	N 01°14'08" W	53.40'
L4	N 03°23'51" E	170.95'
L5	N 03°43'52" E	69.97'
L6	N 03°43'52" E	18.35'
L7	N 05°01'17" E	70.12'
L8	S 88°22'53" E	137.67'

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	9.42'	100.00'	N1° 27' 44"E	9.41'
C2	8.09'	100.00'	N1° 04' 51"E	8.08'
C3	476.11'	3033.18'	S1° 38' 08"W	475.63'

**PORCION 28
 E. MARTINEZ
 ABSTRACT 241**



1.0813 Acres
 Leticia Barcenias Escobedo
 (Vol. 2464, Pg. 301-306)
 O.P.R.W.C.T.

6.4253 Acres
 Albert Lowry
 (Vol. 2875, Pg. 419-423)
 O.P.R.W.C.T.

Basis of Bearings: Texas South Zone - 4205 - NAD 83

Note: Not all utilities or easements shown hereon.

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

Julian Javier Ruiz

Julian Javier Ruiz, R.P.L.S. No. 5304-Texas

07-18-2022
 CURRENT DATE:

3292 El Indio Hwy, TX.
 www.jjruizlandsurveying.com
 Phone 956-568-4470
 Fax 956-568-4471

TECH: J.J.R.
Q.C.: JJR
JOB No.: 22035
DATE: 07-18-22
F.B.: 000
PG.: 000
SHEET: 1 OF 2

**Field Notes
for a 1.69 acre tract of land
out of a tract of land conveyed to L91 BC Properties LLC
situated in Porcion 28, E. Martinez, Abstract 241
Webb County, Texas**

Being a 1.69 acre tract of land out of a 53.40 acre tract of land out of a tract of land conveyed to L91 BC Properties LLC, a Florida Limited liability company, as described in deed recorded in Volume 4430, Pages 282-289, Official Public Records, Webb County, Texas, and containing 53.40 acre of land, and being situated in Porcion 28, E. Martinez, Abstract 241, Webb County, Texas, and being more particularly described by metes and bounds, as follows, to wit:

Beginning at a $\frac{1}{2}$ " **iron rod** set at westerly line of Chacon Creek, at the northerly line of a tract of land conveyed to Albert Lowry, described in deed recorded in Volume 2875, Pages 419-423, Official Public Records, Webb County, Texas, for the southeast corner hereof;

Thence, South 85 degrees 13 minutes 52 seconds West, 152.56 feet to a $\frac{1}{2}$ " **iron rod** set, for the southwest corner hereof;

Thence, North 04 degrees 09 minutes 36 seconds East, 92.73 feet, to a $\frac{1}{2}$ " **iron rod** set at the beginning of a curve to the left with a radius of **100.00 feet,** for a point of curvature hereof;

Thence, with said curve to the left a distance of **9.42 feet** (Chord bearing **North 01 degrees 27 minutes 44 seconds East, 9.41 feet**) to a $\frac{1}{2}$ " **iron rod** set, for a point of tangency hereof;

Thence, North 01 degrees 14 minutes 08 seconds West, 53.40 feet to a $\frac{1}{2}$ " **iron rod** set at the beginning of a curve to the right with a radius of **100.00 feet,** for a point of curvature hereof;

Thence, with said curve to the right a distance of **8.09 feet** (Chord bearing **North 01 degrees 04 minutes 51 seconds East, 8.08 feet**) to a **point,** for a point of tangency hereof;

Thence, the following courses and distances:

North 03 degrees 23 minutes 51 seconds East, 170.95 feet to a $\frac{1}{2}$ " **iron rod** set, for a point of deflection hereof;

North 03 degrees 43 minutes 52 seconds East, 69.97 feet to a $\frac{1}{2}$ " **iron rod** set, for a point of deflection hereof;

North 03 degrees 43 minutes 52 seconds East, 18.35 feet to a $\frac{1}{2}$ " **iron rod** set, for a point of deflection hereof;

Thence, North 05 degrees 01 minutes 17 seconds East, 70.12 feet to a $\frac{1}{2}$ " **iron rod** set, for the northwest corner hereof;

Thence, South 88 degrees 22 minutes 53 seconds East, 137.67 feet to a $\frac{1}{2}$ " **iron rod** set at the on a curve to the right with a radius of **3033.18 feet,** for a point on curvature hereof;

Thence, with said curve to the right a distance of **476.11 feet** (Chord bearing **South 01 degrees 38 minutes 08 seconds West, 475.63 feet**) to the Point of Beginning, and containing **1.69 acres** of land, more or less

Basis of Bearings: Texas South Zone – 4205 – NAD 83

**State of Texas:
County of Maverick:**

I, **Julian Javier Ruiz,** a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above captioned "Field Notes" and attached "Drawing" was prepared from an actual Survey performed on the ground under my supervision.

R.P.L.S. No. 5304 Texas

07-13-22
Current Date

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 1.69 ACRE TRACT OF LAND OUT OF A 53.40 ACRE TRACT OF LAND OUT OF A TRACT OF LAND CONVEYED TO L91 BC PROPERTIES, LIMITED LIABILITY COMPANY, A FLORIDA LIMITED LIABILITY COMPANY, AS DESCRIBED IN DEED RECORDED IN VOLUME 4430, PAGES 282-289, OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS, AND CONTAINING 53.40 ACRE OF LAND, AND BEING SITUATED IN PORCION 28, E. MARTINEZ, ABSTRACT 241, WEBB COUNTY, TEXAS, LOCATED SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP, FROM R-1A (SINGLE FAMILY REDUCED AREA 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 1.69 acre tract of land out of a 53.40 acre tract of land out of a tract of land conveyed to L91 BC Properties, Limited Liability Company, a Florida Limited Liability Company, as described in deed recorded in Volume 4430, Pages 282-289, Official Public Records, Webb County, Texas, and containing 53.40 acre of land, and being situated in Porcion 28, E. Martinez, Abstract 241, Webb County, Texas, located south of East Saunders Street and west of Bob Bullock Loop, from R-1A (Single Family Reduced Area 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 18, 2022; 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 19, 2022 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 1.69 acre tract of land out of a 53.40 acre tract of land out of a tract of land conveyed to L91 BC Properties, Limited Liability Company, a Florida Limited Liability Company, as described in deed recorded in Volume 4430, Pages 282-289, Official Public Records, Webb County, Texas, and containing 53.40 acre of land, and being situated in Porcion 28, E. Martinez, Abstract 241, Webb County, Texas, located south of East Saunders Street and west of Bob Bullock Loop, from R-1A (Single Family Reduced Area 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 _____, 2022.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Guillermo Heard, Fire Chief/EMC

SUBJECT

Public Hearing and Introductory Ordinance authorizing the Interim City Manager to accept a grant, approve a program, and appropriate funds from The University of Texas Health Science Center at San Antonio in the amount up to \$108,781.00 for the Laredo Fire Department EMS Division to help improve the outcomes of residents that have suffered narcotic overdose; and amend the FY21-22 Special Fire Grants budget by increasing revenues and expenditures in the amount of \$108,781.00.

PREVIOUS COUNCIL ACTION

On June 06, 2022, Council approved to adopt the Final Reading of Ordinance 2022-O-086 to accept and approve a grant of up to \$400,000.00 from UT Health San Antonio School of Nursing. The \$314,790.00 grant from UTHCSCA will replace the \$400,000.00 grant.

BACKGROUND

The Laredo Fire Department has been allocated funding from Texas Targeted Opioid Response (TTOR) to help improve the outcomes of residents that have suffered narcotic overdose.

In Texas Region 11, Webb County ranks first in per capita rates of death from opioid overdoses. The program utilizes two (2) paramedics to connect with individuals, identified by LFD personnel while providing EMS services, as being at high risk for overdose with induction and engagement into recovery support services. The follow up visit is educational regarding the use of Narcan, clean needles, risks of continued drug use, and available options. CPR training can also be offered to the family as well as Narcan delivery training.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval to accept donation from UT Health Science Center at San Antonio

Fiscal Impact

Fiscal Year: 2022
Budgeted Y/N?:
Source of Funds: SPECIAL FIRE GRANT
Account #: 260-2489
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

Agreement

Purchase Services Agreement Amendment

UTHSCSA	AWARDEE
Name: The University of Texas Health Science Center at San Antonio	Name: Laredo Fire Department
Address: 7703 Floyd Curl Drive, MC 7828 San Antonio TX 78229-3900	Address: 616 E. Del Mar Blvd. Laredo, Texas 78045
Study: Texas Targets Opioid Reponses (TTOR)	PSA No. 170244/42943
Effective Date of Amendment: 08/17/2022	Amendment No. 01

Amendment(s) to Original Terms and Conditions

1. Attachment B, Payment Schedule:

Addition: An additional amount of \$314,790.00 will be paid in one lump sum payment. Such funding is provided to close out EMS duties while supporting the site for sustainability. Attachment A to this amendment has been included to provide the budget for this additional payment.

All other terms and conditions remain of the agreement remain unchanged.

<p>By an Authorized Official of UTHSCSA</p> <p><i>Chris G. Green</i></p> <p><small>Digitally signed by Chris G. Green, CPA DN: cn=Chris G. Green, CPA, o=UT Health San Antonio, ou, email=greenc@uthscsa.edu, c=US Date: 2022.08.17 10:09:25 -05'00'</small></p> <hr/> <p>Name: Chris G. Green, CPA Date: 08/17/2022</p> <hr/> <p>Title: AVP, Sponsored Programs</p>	<p>By an Authorized Official of AWARDEE</p> <p><i>Guillermo Heard</i></p> <hr/> <p>Name: Guillermo Heard Date: 08/22/2022</p> <hr/> <p>Title: Fire Chief</p>
--	--

**Attachment A
Budget**

Budget for estimated purposes only.

Operational Expenses/Capital Itemized Breakdown			
Items	Amount	Quantity	Total
Transportation/Travel Expenses	\$ 65,000.00	0	\$ 65,000.00
Dell laptops with all accessories	\$ 7,500.00	0	\$ 7,500.00
Cell phone w/ all accessories and hotspots	\$ 7,500.00	0	\$ 7,500.00
Medical Supplies & PPE (for example: gauze, BP cuffs, stethoscopes, pulse ox., glucometers, thermometers, alcohol preps, etc. & gloves, N95, CPR shields, gowns, face shields, Bio-hazard bags, sanitizers, Sharps, etc)	\$ 85,000.00	0	\$ 85,000.00
Electrocardiogram 12-lead device & Zoll Auto Pulse CPS- (<i>Rental Fees Associated to renting equipment</i>)	\$ 25,000.00	1	\$ 25,000.00
Certification, Conference/Training, books, informational pamphlets, subscriptions, professional fees	\$ 25,000.00	1	\$ 25,000.00
Office supplies, Printing & Software (desks, chairs, file cabinets, pens, staplers, copy paper etc.)	\$ 15,000.00	1	\$ 15,000.00
Full BLS/ALS equipment (CPR board, advanced airway, saline bags, IV cath, med bags, etc.) with ALS/BLS medications	\$ 84,790.00		\$ 84,790.00
Total			\$ 314,790

Laredo Fire Department

Payor:
UTHSCSA
7703 Floyd Curl Drive
San Antonio, Texas 78229-3900
Email:greenc@uthscsa.edu

Voucher No.: 2
Date:

Re: 170244/42943

Fixed Price Agreement

\$314,790.00

Total Requested Costs:

\$314,790.00 USD

By signing this report, I certify that to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise, (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

 Fire Chief

Name: Guillermo Heard
Title: Fire chief

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Steve E. Landin, Assistant City Manager

Staff Source: Gilberto Sanchez, Interim Airport Director

SUBJECT

Public Hearing and Introductory Ordinance authorizing the Interim City Manager to amend the City of Laredo FY21-22 Airport Construction Budget to accept and appropriate revenues and expenses by the amount of \$7,478,252.00 for Federal Aviation Administration Grant No. 3-48-0136-100-2022. This grant will be used for the construction of Taxiways H1 & H2 at the Laredo International Airport. Local match is \$830,917.00 is available un Airport Construction fund. Total project cost is \$8,309,169.00; providing for severability; and providing for an effective date.

PREVIOUS COUNCIL ACTION

N/A

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 H gives direct access from Runway 18R/36L to the Terminal Apron which is in violation of FAA standards. The project will consist in the construction of approximately 9,140 SY of new 15" concrete pavement, 5" of asphalt base course, 6" flexible base course, 12" subbase course, and asphalt concrete shoulders that include 4" asphalt surface course paving, and 20" flexible base course. The project also includes the demolition of Taxiway H from the Terminal Apron to Runway 18L-36R.

Construction of Taxiways H1 and H2 will consist in the removal of 4,200 SY of pavement, 9,600 SY of 6" flexible base course, 4,510 tons of 5" asphalt base course, 1,450 tons of asphalt surface course, 6,640 of 20" flexible base course, 3,300 CY of 12" subbase and 9,140 SY of 15" P-501 concrete pavement. Additionally there will be drainage improvements and airfield lighting and signage. The existing Taxiway H by allowing direct access to a runway does not conform with FAA standards. Taxiway H will be demolished and replaced by Taxiways H1 and H2 which will require a turn on Taxiway J to gain access to the runway. The project also includes, as bid alternate 4, the replacement of the two connector taxiways' asphalt shoulders with a 12" concrete section. Each taxiway consists of 12" P-501 concrete pavement on asphalt base on flexible base.

Benefits with the construction of Taxiways H1 and H2 include:

- Enhance safety and operational efficiency by creating 2 new access paths.
- Conformance with FAA standards by eliminating indirect access to a runway.
- Provide adequate concrete taxiway pavement section.
- Improve drainage (RCP, inlets)

This project is in conformance with the Airport Master Plan and the Airport Layout Plan.

COMMITTEE RECOMMENDATION

Airport Advisory Board recommends the approval of this introductory ordinance.

STAFF RECOMMENDATION

Staff recommends the approval of this introductory ordinance.

Fiscal Impact

Fiscal Year: 2022
Budgeted Y/N?: N
Source of Funds: FAA Grant
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2022
Budgeted Y/N?: Y
Source of Funds: 433 Airport Construction
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Funding is available under revenue accounts

433-0000-322-2055 project AC0100	7,478,252.00
433-0000-393-0242 project AC0100	830,917.00
433-0000-393-0242 project ACINEL	(830,917.00)

and expense accounts

433-3608-585-9301 project AC0100	8,309,169.00
433-3682-564-9900 project ACINEL	(830,917.00)

Attachments

Grant Agreement

Introductory Ordinance



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 31, 2022

Mr. Gilberto Sanchez
Interim Airport Director
Laredo International Airport
5210 Bob Bullock Loop
Laredo, Texas 78041

Dear Mr. Gilberto Sanchez:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-48-0136-100-2022 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 14, 2022**.
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 \(Aug 31, 2022 17:07 CDT\)](#)

Kim Brockman
 Acting Manager
 Texas Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 31, 2022
Airport/Planning Area	Laredo International Airport
FY2022 AIP Grant Number	3-48-0136-100-2022
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 31, 2022, 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 H1 & H2

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); 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 \$7,478,252.

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

\$ 7,478,252 airport development

\$ 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, and 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 14, 2022, 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 (e.g., Sub-contracts).
- 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 debar 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:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. 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. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 - 2. 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 Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. 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 Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
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.
 3. 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.
 4. 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.
 5. 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).

6. 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).

SPECIAL CONDITIONS


26. **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 \(Aug 31, 2022 17:07 CDT\)](#)

(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 September 1, 2022

City of Laredo

(Name of Sponsor)

Rosario C. Cabello

[Rosario C. Cabello \(Sep 1, 2022 08:20 CDT\)](#)

(Signature of Sponsor's Authorized Official)

By: Rosario C. Cabello

(Typed Name of Sponsor's Authorized Official)

Title: Interim 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 "Zone" 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); 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 September 1, 2022

Doanh "Zone" T. Nguyen
By: Doanh "Zone" T. Nguyen (Sep 1, 2022 09:59 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 Opportunity¹
- 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 Construction¹
- 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 August 31, 2022.

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.

ORDINANCE 2022-O-XXX

AUTHORIZING THE INTERIM CITY MANAGER TO AMEND THE CITY OF LAREDO FY 2022 AIRPORT CONSTRUCTION BUDGET TO ACCEPT AND APPROPRIATE REVENUES AND EXPENSES BY THE AMOUNT OF \$7,478,252 FOR FEDERAL AVIATION ADMINISTRATION GRANT NO. 3-48-0136-100-2022. THIS GRANT WILL BE USED FOR THE CONSTRUCTION OF TAXIWAYS H1 & H2 AT THE LAREDO INTERNATIONAL AIRPORT. LOCAL MATCH IS \$830,917. TOTAL PROJECT COST IS \$8,309,169; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Interim Airport Director recommends that the Mayor And City Council authorize the Interim City Manager to amend the City of Laredo FY 2022 Airport Construction Budget to accept and appropriate revenues and expenses by the amount of \$7,478,252 for Federal Aviation Administration Grant No. 3-48-0136-100-2022; and

WHEREAS, the FY 2021-2022 budget shall be amended to appropriate revenues and expenditures in the amount of \$7,478,252; and

WHEREAS, said grant will be used for the construction of Taxiways H1 & H2 at the Laredo International Airport. Local match is \$830,917. Total project cost is \$8,309,169; and

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Interim 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 Interim City Manager to amend the City of Laredo FY 2022 Airport Construction Budget to accept and appropriate revenues and expenses by the amount of \$7,478,252 for Federal Aviation Administration Grant No. 3-48-0136-100-2022. Said grant will be used for the construction of Taxiways H1 & H2 at the Laredo International Airport. Local match is \$830,917. Total project cost is \$8,309,169.

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 ordinance, 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 _____, 2022.**

**PETE SAENZ
MAYOR**

ATTEST:

**JOSE A. VALDEZ, JR.
CITY SECRETARY**

APPROVED AS TO FORM:

**DOANH T. NGUYEN
CITY ATTORNEY**

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Steve E. Landin, Assistant City Manager

Staff Source: Gilberto Sanchez, Interim Airport Director

SUBJECT

Public Hearing and Introductory Ordinance authorizing the Interim City Manager to amend the City of Laredo FY21-22 Airport Construction Budget to accept and appropriate revenues and expenses by the amount of \$7,500,000.00 for Federal Aviation Administration Grant No. 3-48-0136-102-2022. This grant will be used for the rehabilitation of the Passenger Terminal at the Laredo International Airport. Local match is \$833,334.00. Total project cost is \$8,333,334.00; providing for severability; and providing for an effective date. Funding is available in Airport Construction fund.

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 requirements 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 require repairs beyond routine maintenance.

The goal is to improve safety by address existing operational deficiencies and improve the passenger experience while enhancing and expanding operational efficiencies to meet current and future demand. The project will also include the following benefits: reduced maintenance cost by replacing elevators and escalators that have reached the end of their life, replacing the existing terminal roof which is past it's anticipated life, provide a Service Animal Relief Area, provide a mother's room for use by nursing mothers, and addressing numerous building code issues.

The Program improvements will provide sufficient safe areas for passenger queuing and accessibility. The project will be designed and bid in one phase and constructed in one major phases. The project consists of a terminal expansion as well as renovation of portions of the existing terminal. The terminal addition will include a new security

screening checkpoint and passenger flow areas. The renovation of existing terminal space will include landside and airside public restrooms, concession buildout, conference room, mothers nursing room and ticket area expansion. The project also includes four add alternates including replacement of the existing terminal roof, Baggage Handling System (BHS), replacement of the existing escalators, and a new generator. Some or all of the alternates may or may not be awarded based on bid pricing.

COMMITTEE RECOMMENDATION

Airport Advisory Board recommends the approval of this introductory ordinance.

STAFF RECOMMENDATION

Staff recommends the approval of this introductory ordinance.

Fiscal Impact

Fiscal Year: 2022
Budgeted Y/N?: Y
Source of Funds: 433 Airport Construction
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available under revenue accounts:

433-0000-322-2061 project AC0102 \$7,500,000.00
433-0000-393-0242 project AC0102 \$833,334.00
433-0000-393-0242 project ACINEL (\$833,334.00)

and expense accounts :

433-3609-585-9301 project AC0102 \$8,333,334.00
433-3682-564-9900 project ACINEL (\$533,334.00)
433-3682-585-9201 project ACINEL (\$300,000)

Attachments

Grant Agreement
Introductory Ordinance



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

September 7, 2022

Mr. Gilberto Sanchez
Interim Airport Director
Laredo International Airport
5210 Bob Bullock Loop
Laredo, Texas 78401

Dear Mr. Gilberto Sanchez:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-48-0136-102-2022 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 14, 2022**.
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 \(Sep 7, 2022 15:50 CDT\)](#)

Kim Brockman
 Acting Manager
 Texas Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	September 7, 2022
Airport/Planning Area	Laredo International Airport
FY2022 AIP Grant Number	3-48-0136-102-2022
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 September 1, 2022, 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 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); 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 \$7,500,000.

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

\$ 7,500,000 airport development,

\$ 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, and 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 14, 2022, 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 (e.g., Sub-contracts).
- 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 debar 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:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. 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. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 - 2. 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 Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. 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 Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
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.
 3. 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.
 4. 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.
 5. 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).

6. 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).

SPECIAL CONDITIONS


26. **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 \(Sep 7, 2022 15:50 CDT\)](#)

(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.

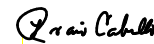
Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures 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 September 7, 2022

City of Laredo

(Name of Sponsor)



Rosario Cabello (Sep 7, 2022 16:23 CDT)

(Signature of Sponsor's Authorized Official)

By: Rosario Cabello

(Typed Name of Sponsor's Authorized Official)

Title: Interim 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); 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 September 7, 2022

Doanh T. Nguyen
By: Doanh T. Nguyen (Sep 7, 2022 16:32 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 Opportunity¹
- 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 Construction¹
- 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 September 1, 2022.

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.

ORDINANCE 2022-O-XXX

AUTHORIZING THE INTERIM CITY MANAGER TO AMEND THE CITY OF LAREDO FY 2022 AIRPORT CONSTRUCTION BUDGET TO ACCEPT AND APPROPRIATE REVENUES AND EXPENSES BY THE AMOUNT OF \$7,500,00 FOR FEDERAL AVIATION ADMINISTRATION GRANT NO. 3-48-0136-102-2022. SAID GRANT WILL BE USED FOR THE REHABILITATION OF THE PASSENGER TERMINAL AT THE LAREDO INTERNATIONAL AIRPORT. LOCAL MATCH IS \$833,334. TOTAL PROJECT COST IS \$8,333,335; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Interim Airport Director recommends that the Mayor And City Council authorize the Interim City Manager to amend the City of Laredo FY 2022 Airport Construction Budget to accept and appropriate revenues and expenses by the amount of \$7,500,00 for Federal Aviation Administration Grant No. 3-48-0136-102-2022.

WHEREAS, the FY 2021-2022 budget shall be amended to appropriate revenues and expenditures in the amount of \$7,500,000.

WHEREAS, said grant will be used for the rehabilitation of the Passenger Terminal at the Laredo International Airport. Local match is \$833,334. Total project cost is \$8,333,334; providing for severability; and providing for an effective date

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Interim 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 Interim City Manager to amend the City of Laredo FY 2022 Airport Construction Budget to accept and appropriate revenues and expenses by the amount of \$7,500,00 for Federal Aviation Administration Grant No. 3-48-0136-102-2022. This grant will be used for the rehabilitation of the Passenger Terminal at the Laredo International Airport. Local match is \$833,334. Total project cost is \$8,333,335.

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 _____, 2022.**

**PETE SAENZ
MAYOR**

ATTEST:

**JOSE A. VALDEZ, JR.
CITY SECRETARY**

APPROVED AS TO FORM:

**DOANH T. NGUYEN
CITY ATTORNEY**

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario C. Cabello, Interim City Manager

Staff Source: Jose F. Castillo

SUBJECT

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

1. Update Investment Officers Titles
2. Adjust / Update the current broker / Dealer List

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

Adoption of Investment Policy by Ordinances 95-O-288 and subsequently amended by various including 202-O-157.

BACKGROUND

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

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends approval of this ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Investment Policy

ORDINANCE NO. 2022-O-XXX

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

1. UPDATE INVESTMENT OFFICER TITLES,
2. ADJUST THE BROKER/DEALER LIST,

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

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

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

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

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

Chapter 2 – Administration

Article VI – Investment Policy

Sec. 2-250. Policy

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

Sec. 2-251. Scope

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

- General Fund

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

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

Sec. 2-252. Standard of Care

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

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

Sec. 2-253. Objectives

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

A. Preservation and safety of principal

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

B. Liquidity

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

C. Yield

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

Sec. 2-254. Delegation of Authority

A. City of Laredo Investment Authority

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

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

B. Delegation and Restriction of Investment Authority

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

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

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

Sec. 2-255. Ethics and Conflict of Interest

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

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

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

Sec. 2-256. Authorized Financial Institutions and Broker/Dealers

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

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

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

All investment transactions will be analyzed on a competitive basis. Responses from other broker/dealers will also be documented. The authorized financial institutions and brokers/dealers will submit the bids in writing, email, telephone, or facsimile.

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

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

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

Sec. 2-257. Investment Advisors

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

Sec. 2-258. Authorized Investments

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

A. Obligations of, or Guaranteed by, Governmental Entities.

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

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

B. Financial Institution Deposits.

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

C. Repurchase Agreements.

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

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

D. Mutual Funds.

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

E. Investment Pools.

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

F. Existing Investments.

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

G. Rating of Certain Investment Pools.

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

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

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

Sec. 2-259. Collateralization

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

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

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

Sec. 2-260. Safekeeping and Custody

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

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

Sec. 2-261. Diversification

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

Sec. 2-262. Maximum Maturities

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

Sec. 2-263. Internal Control

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

Sec. 2-264. Performance Benchmark

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

Sec. 2-265. Reporting

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

- A. Describe in detail the investment position of the City on the date of the report;
- B. Be prepared jointly by all Investment Officers;
- C. Be signed by each Investment Officer;
- D. Contain a summary statement prepared for each pooled fund group that states the beginning market value for the reporting period, ending market value for the period, and fully accrued interest for the reporting period;
- E. State the book value and market value, of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type

invested. In defining market value, sources independent of the investment providers will determine valuations and considerations will be given to GASB Statements No. 31 and 72;

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

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

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

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

Sec. 2-266. Investment Policy Adoption

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

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

Sec. 2-267. Depository for City Funds

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

Investment Policy adopted by City of Laredo Ordinance No. 95-O-228; Amended by Ordinance No. 97-O-225; Amended by Ordinance No. 98-O-279; Amended by Ordinance No. 2001-O-218; Amended by Ordinance No. 2002-O-256; Amended by Ordinance 2006-O-251; Amended by Ordinance No. 2007-O-243; Amended by Ordinance No. 2008-O-250; Amended by Ordinance No. 2010-O-002; Amended by Ordinance No. 2011-O-061; Amended by Ordinance No. 2012-O-081, Amended by Ordinance No. 2013-O-079, Amended by Ordinance 2014-O-076, Amended by Ordinance 2015-O-089.

Sec. 2-268. List of Authorized Broker/Dealers and Investment Advisor

Broker/Dealers:

- FHN Financial
- Great Pacific
- Multi-Bank Securities
- Oppenheimer
- SAMCO Capital Markets
- Wells Fargo Securities*

Investment Advisor: Valley View Consulting, L.L.C,

*Denotes Primary Dealer

Sec. 2-269. Investment Strategy

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

The overall objectives of the portfolio are:

A. Preservation and safety of principal

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

B. Liquidity

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

C. Yield

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

D. Diversification

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

Sec. 2-270. Investment Strategy by Fund Type

A. General and Enterprise Operating Funds

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

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

B. Capital Project and Special Purpose Funds

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

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

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

B. Debt Service Fund and Debt Service Reserve

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

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ____
DAY OF _____, 2022.

PETE SAENZ, MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM
DONAH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Steve E. Landin, Assistant City Manager

Staff Source: Gilberto Sanchez, Interim Airport Director

SUBJECT

Authorizing the Interim City Manager to execute a lease agreement between the Laredo International Airport and Webb County Head Start for approximately 1.0128 acres of land located at 4704 Naranjo Street. Said tract of land is legally described as Block 33, Laredo Airport Subdivision Plat, recorded in Volume 5, page 1 of the Webb County Plat Records. Lease term is for five (5) years and with one option to renew for an additional five (5) year option until September 30, 2032. Initial monthly rent shall be \$2,707.21 a month and will be adjusted annually according to changes in the Consumer Price Index (CPI); and providing for an effective date.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The Laredo International Airport has leased a property located at 4704 Naranjo to Webb County Head Start since 1984. Webb County Head Start wishes to continue using this property for their operations. Webb County Head Start currently uses this facility as a childcare facility and as a centralized kitchen for their other centers.

The proposed lease agreement has a term of five (5) years with one option to renew for an additional five years, until 2032. Initial monthly rent shall be 2,702.21 a month and will be adjusted annually according to changes in the Consumer Price Index (CPI).

The Laredo International Airport finds that it is in the best interest of the Airport and Webb County Head Start to enter into this lease agreement.

COMMITTEE RECOMMENDATION

Airport Advisory Board recommends the approval of this introductory ordinance.

STAFF RECOMMENDATION

Staff recommends the approval of this introductory ordinance.

Fiscal Impact

Fiscal Year: 2022
Budgeted Y/N?:
Source of Funds: Land Rent
Account #: 242-0000-361-2060
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
Monthly Rent: \$2,702.21
Annual Rent: \$32,426.52

Attachments

Lease Agreement
Introductory Ordinance

NOTE: This agreement is subject to Federal Aviation Administration (FAA) and City Council approval, and also constitutes a public document under the Texas Open Records Act, being subject to public inspection at any time hereafter.

STATE OF TEXAS §

COUNTY OF WEBB §

This agreement made and entered into by and between THE CITY OF LAREDO, a municipal corporation (hereinafter called "LESSOR"), and Webb County (hereinafter called "LESSEE").

W I T N E S S E T H

WHEREAS, the LESSOR currently owns and operates the land premises known as the Laredo International Airport (hereinafter called the "Airport"), located in Laredo, Webb County, Texas, and;

WHEREAS, the LESSOR deems it advantageous to itself and to its operation of the Airport area to lease to LESSEE certain rights, privileges and uses herein as necessary to conduct its business as hereinafter set forth;

NOW, THEREFORE, LESSOR and LESSEE for and in consideration of the covenants and mutual agreements hereinafter contained, do hereby covenant and agree as follows:

**ARTICLE I
PREMISES, TERMS, AND PRIVILEGES**

DEFINITIONS:

"Laredo International Airport" or "Airport": That certain area administered by LESSOR pursuant to Indenture from the United States of America to the City of Laredo, dated February 21, 1975, and consisting of all the area bounded by Saunders Avenue to the South, McPherson Avenue to the West, Lake Casa Blanca to the East and undeveloped land to the North, and being more particularly described in that certain Deed of Indenture filed in Volume 478 at page 471 of the Deed of Records of Webb County, Texas.

"LESSOR": The City of Laredo, by and through its duly constituted agent, the Airport Manager, shall be considered the LESSOR for all purposes of this lease.

1.01 LEASED AREA:

The LESSOR does hereby lease a tract of land of approximately 1.0128 acres, located at 4704 Naranjo Street, as described by a metes and bounds description, Laredo, Webb County, Texas situated on property described as Block No. 33, of the subdivision plat of Laredo Airport according to the map or plat thereof recorded in Volume 5, Page 1, plat records of Webb County, Texas. The property on which the building is situated is more particularly described and depicted on "Exhibit A", attached hereto and incorporated herein, all hereinafter referred to as the leased area, all within the Laredo International Airport, and LESSEE hereby leases the said leased area from LESSOR.

1.02 TERM OF LEASEHOLD, OPTION TO RENEW, MANNER OF EXERCISE RIGHT, NOTICE REQUIREMENTS:

A. This lease is to be for a term of five (5) years commencing on October 1, 2022, and ending on September 30, 2027. However, it is agreed by the parties that the lease may be terminated by either party upon giving a one-hundred eighty (180) day written notice from the party terminating to the other.

B. At its sole discretion, the LESSEE shall have the right and option to extend this Lease for an additional term of five (5) years ending on September 30, 2032. The option to extend the term of this Lease must be exercised in writing delivered to and received by the LESSOR at least one hundred eighty (180) days before the end of the previous term.

1.03 RENTAL OBLIGATION:

Subject to annual review for rent escalation pursuant to Section 1.04 herein, LESSEE herein agrees to pay to LESSOR monthly, in advance, the sum of Two Thousand Seven Hundred and Seventy Seven Dollars Seventeen Cents (\$2,707.21) base rent for each month, during the initial term of this lease and any extension thereto.

Monthly rentals shall be paid in advance on or before the first (1st) day of each month, the first of such monthly rental payments (or proportionate part thereof, should the lease be effective on a day other than the first day of the month) being due on the effective date of this lease.

The basic rent and such additional charges as accrued shall be paid by the first (1st) day of each month without notice, demand, counterclaim, setoff, deduction or defense, and without abatement, suspension, deferment or diminution or reduction by reason thereof, and, except as otherwise provided in this agreement, the obligations and liabilities of the LESSEE shall not be affected by any circumstances or occurrences, including but not limited to:

- (a) Any damages to or destruction of the premises or any part thereof;
- (b) Any restriction or prevention of or interference with any use of the leased property or any part thereof;

- (c) Any claim LESSEE has or might have against LESSOR;
- (d) Notice of termination of leasehold, whether by LESSOR or LESSEE.

1.04 RENTAL ESCALATION:

Without waiving other rental escalation provisions in this contract, monthly rentals shall be adjusted annually by an amount which is equivalent to the percent change in the Consumer Price Index (CPI) from the preceding calendar year's average, specifically defined as the Consumer Price Index (U. S. Average, All Urban Consumers, All Items) 1982-84 = 100 Base as compiled by the Bureau of Labor Statistics. This means that at the anniversary date of October 1, 2023, and annually thereafter, the rent will be adjusted according to the percent change in the CPI as of that date from that of the preceding calendar year (January-December).

Example:

- 1. First Anniversary: $\text{Base rent} \times \text{CPI} = \text{adjustment} + \text{base rent} = \text{rent for second year.}$
- 2. Second Anniversary: $\text{Second year's rent} \times \text{CPI} = \text{adjustment} + \text{second year's rent} = \text{rent for third year... etc., annually until lease expiration or any extension thereto.}$

1.05 LATE CHARGE:

Should LESSEE fail to pay when due any installment of rental, or any other sum payable to the LESSOR under the terms of this Lease, then interest at the maximum legal rate then payable by LESSEE in the State of Texas shall accrue from and after the date on which any such sum shall be due and payable, and such interest shall be paid by LESSEE to LESSOR at the time of payment of the sum upon which such interest shall have accrued and acceptance of such late payment and late fee shall not be a waiver of any of the provisions or rights provided by this contract.

1.06 UTILITIES:

LESSEE shall provide and pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and any and all other utilities used on the premises throughout the term of this lease, including any connection fees.

1.07 TAXES:

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

1.08 USE AND USE CONFLICT:

The leased area herein leased is to be used and occupied for the purpose of day care center facilities and related activity and no other use of the leased area are permitted.

Neither the leased premises nor any portion thereof shall be sublet, nor shall this lease or any interest therein be assigned, hypothecated or mortgaged by LESSEE, and any attempted assignment, subletting, hypothecation or mortgaging of this lease shall be of no force or effect, and shall confer no rights upon any assignee, sublessee, mortgagee or pledgee, but shall constitute a material breach of this contract by LESSEE.

In the event that LESSEE shall become incompetent, bankrupt or insolvent, or be dissolved, or should a guardian, trustee or receiver be appointed to administer LESSEE'S business or affairs, neither this lease nor any interest herein shall become an asset of the guardian, trustee or receiver, and this lease shall immediately terminate and end.

1.09 LESSOR'S WARRANTY OF QUIET ENJOYMENT:

The LESSOR covenants that as long as LESSEE is not in default of any provision of this Agreement, LESSEE shall and may peaceably and quietly have, hold and enjoy the leased premises exclusively to it during the term hereof unless sooner terminated as provided in this Agreement.

1.10 WARRANTY TITLE:

LESSOR hereby represents and warrants that it is the owner in fee simple absolute of the leased premises, subject to any covenants, conditions, restrictions, easements, and other matters of record.

**ARTICLE II
INDEMNITY, REPAIRS, ALTERATIONS AND INSURANCE**

2.01 2.01 INDEMNITY AND NONCLAIM

LESSEE hereby declares itself fully familiar with the physical condition of the leased premises and the improvements, fixtures and equipment leased herein, and declares that said premises were in good condition when possession of same was accepted and that there were no latent defects in the facilities as those facilities are deemed vital to the use of the premises for their intended commercial purpose.

**LEASE AGREEMENT BETWEEN THE CITY OF LAREDO AND WEBB COUNTY HEAD START
(1.0128 ACRES OF LAND AT 4704 NARANJO STREET)**

LESSEE for itself, its agents, employees, servants, successors and assigns promises to hold harmless and indemnify LESSOR from and against any and all claims by or on behalf of any person, whether legal or equitable, including governmental bodies, arising from the conduct or management of or from any work or thing done and from any conditions of the leased buildings or other structures, sidewalks, driveways, or parking areas and facilities on the leased premises or any street, curb, or sidewalk adjoining thereon, and from all costs, attorney's fees, witness fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon; except any and all actions or proceedings arising out of the sole negligence or willful act of LESSOR, its employees, agents, or representatives from which LESSOR shall indemnify and hold LESSEE harmless; and in the event that any action or proceeding brought against the LESSOR by reason of such claim, the LESSEE upon notice from the LESSOR covenants to resist and defend such actions or proceedings.

LESSEE agrees for itself, its agents, servants, employees, invitees, successors and assigns that it will not bring suit against the LESSOR or assign any cause of action resulting from accident, fire, noise, or disturbance from the operation, maintenance, accident, crash, or crash landing of any airplane in the Laredo International Airport area or in the vicinity of the Laredo International Airport, or during any operation of aircraft over the premises, except any such cause of action arising out of the negligence or willful act of LESSOR, its employees, agents, or representatives.

LESSEE also holds LESSOR blameless for any damage to or destruction of LESSEE'S property located on leased premises, including that caused by natural occurrence, or any other cause whatsoever, unless caused by LESSOR'S employees, agents, or representatives, while said employees, agents or representatives are acting in the course or scope of their duties for the LESSOR.

LESSEE shall not be responsible for repairs necessitated by acts or omissions of LESSOR, its employees, agents or representatives. LESSOR for itself, its agents, employees, servants, successors and assigns promises to hold harmless and indemnify LESSEE from and against any and all claims by or on behalf of any person, whether legal or equitable, including governmental bodies, arising from the conduct or management of or from any work or thing done and from any conditions of the leased buildings or other structures, sidewalks, driveways, or parking areas and facilities on the leased premises or any street, curb, or sidewalk adjoining thereon, and from all costs, attorney's fees, witness fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon; except any and all actions or proceedings arising out of the sole negligence or willful act of LESSEE, its employees, agents, or representatives from which LESSEE shall indemnify and hold LESSOR harmless; and in the event that any action or proceeding brought against the LESSEE by reason of such claim, the LESSOR upon notice from the LESSEE covenants to resist and defend such actions or proceedings

2.02 LESSEE'S DUTY TO REPAIR:

**LEASE AGREEMENT BETWEEN THE CITY OF LAREDO AND WEBB COUNTY HEAD START
(1.0128 ACRES OF LAND AT 4704 NARANJO STREET)**

LESSEE shall, throughout the term of this lease, take good care of the leased area and the fixtures and appurtenances therein and at its sole cost and expense make all repairs, whereby structural or non-structural, thereto as and when needed to preserve them in good working order and condition. In this regard, LESSEE is responsible for the maintenance and repair at LESSEE'S sole cost and expense of all windows, doors, plumbing, electrical, light fixtures, plumbing fixtures, air conditioning system, painting of interior and exterior walls when needed, floor covering and other non-structural repairs. As well as structural repairs including the roof, walls, whether interior or exterior, foundation and any other structural component of the building. Necessary modifications to the demised premises to comply with the Americans with Disabilities Act will be the responsibility of the LESSEE.

Damage or injury to the premises, fixtures, appurtenances whether requiring structural or non-structural repairs, caused by or resulting from carelessness, omission, neglect or improper conduct of LESSEE, its servants, employees, or licensees, shall be repaired promptly by LESSEE at LESSEE'S sole cost and expense, to the satisfaction of LESSOR.

2.03 ALTERATIONS:

LESSEE is granted the right to make alterations to the leased area other than structural alterations at LESSEE'S sole cost and expense subject to the following terms and conditions:

(a) LESSEE must first obtain the written consent of LESSOR. LESSOR reserves the right to reject any proposed extension, repair or alteration, any particular contractor or each and every subcontractor, or the complete project.

(b) Ultimate title to an alteration properly consented to by LESSOR will rest with LESSOR immediately upon completion and will remain in LESSOR'S possession at termination of LESSEE'S tenancy.

(c) Trade fixtures, movable furniture, and other service equipment of LESSEE peculiar to LESSEE'S business are not to be included in alterations, and must be removed by LESSEE, upon termination of lease, provided LESSEE is not in default of lease obligations.

LESSOR reserves the right to demand that LESSEE restore the premises to reasonably the same condition and state as the premises were found prior to making such alterations, in a manner acceptable to LESSOR, and to demand that LESSEE pay all costs of such restoration upon termination of lease.

LESSEE further agrees that any damages as may be caused by the installation or removal of trade fixtures discussed in condition (c), will bind LESSEE to repair said damage expeditiously at LESSEE'S sole expense upon written notice by LESSOR.

LESSOR maintains and reserves the right to make alterations and remodeling changes, provided said work does not unduly or unreasonably interfere with LESSEE'S day-to-day operations and business.

2.04 INSURANCE:

LESSEE agrees to carry with an admitted insurance company or companies approved by the LESSOR, licensed to do business in the State of Texas and keep in effect during the term of this Agreement, liability and property insurance for the leased premise area as described in Section 1.01 of this agreement in for the benefit of the LESSOR and with the LESSOR, shown as an additional insured, including the obligation of the insurer to defend the LESSOR, in any action covered by said insurance in the following amounts:

LESSEE shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (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.

LEASE AGREEMENT BETWEEN THE CITY OF LAREDO AND WEBB COUNTY HEAD START
(1.0128 ACRES OF LAND AT 4704 NARANJO STREET)

- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
- a. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - b. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - c. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 - d. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 - e. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
 - f. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - g. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - h. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
 - i. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (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:
- a. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 - b. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

- (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

**ARTICLE III
DEFAULT, HOLDING OVER AND ABANDONMENT**

3.01 LESSEE'S DEFAULT:

It is covenanted and agreed to by both parties that in the event that:

- (1) LESSEE should fail to timely pay the full amount of rent and fees provided for herein; or
- (2) LESSEE defaults in the performance of any of the covenants, conditions, or agreements provided for herein to be kept and performed by LESSEE, including, but not limited to the provisions for carrying Public Liability Insurance; or
- (3) LESSEE permits the leased premises to be used for any unauthorized or unlawful business or purpose; or
- (4) LESSEE assigns or subleases or otherwise transfers this lease; or
- (5) LESSEE files a voluntary petition of bankruptcy to make a general assignment for the benefit of creditors; or
- (6) LESSEE abandons the premises or leaves the premises vacant or unoccupied for thirty (30) consecutive days;

Then, and in any event, the LESSOR may, at its option and without waiving any other rights that LESSOR has under this contract, at any time after such default, give notice of this specific default or failure of performance and demand immediate correction of such default or failure of performance by the LESSEE. In the event that LESSEE fails to remedy the default or to correct the failure of performance within thirty (30) days after service of such written notice, the LESSOR shall have the right to:

- (a) Terminate the lease and re-enter the leased premises and remove all persons and any and all personal property therefrom and LESSEE hereby agrees to surrender the premises to LESSOR, without waiving LESSOR'S right to past and future rents due hereunder. In such event, LESSOR may re-let the premises to other LESSEES for the remainder of the term of this lease, and LESSEE shall be liable for any loss to LESSOR incurred in such re-letting for the terms of this lease, including but not limited to, rent, attorney's fees, if any; and/or
- (b) Remedy the default and deduct the expenses incurred in remedying such default from the security deposit held by LESSOR pursuant to the terms of this lease.

Notwithstanding any provision as to notice in this lease contained, if in the LESSOR'S reasonable judgment the continuation of any default by the LESSEE for the full period of the notice otherwise provided for herein will Jeopardize the leased area or the rights of LESSOR, the LESSOR may, without notice, elect to perform those acts in respect to which LESSEE is in default, at LESSEE'S sole cost and expense, and LESSEE shall thereupon reimburse the LESSOR within ten (10) days of written request by LESSOR to LESSEE for such reimbursement. Failure of the LESSEE to reimburse in these circumstances shall mean that the LESSOR has the immediate right to terminate this lease.

3.02 RIGHTS ON DEFAULT:

LESSOR shall have a statutory LESSOR'S lien on all merchandise, goods, chattels, implements, fixtures, tools, furniture, machinery and any other personal property which LESSEE now or at any time hereafter may place in or upon the premises, all exemption of said property, or any part of it being herein expressly waived by the LESSEE.

LESSOR IS HEREBY GRANTED AN EXPRESS CONTRACTUAL LESSOR'S LIEN ON THE ABOVE GOODS, ALL OR ANY EXEMPTION BEING HEREBY WAIVED BY LESSEE, BUT WITHOUT LIMITING LESSEE'S RIGHT TO SELL, EXCHANGE OR REPLACE SUCH GOODS FROM TIME TO TIME IN THE ORDER OR COURSE OF BUSINESS OR TRADE.

Default on rent entitles LESSOR, at its option, to take whatever lawful action reasonably necessary to protect LESSOR'S interest in said property, including the storing of liened goods for payment for a reasonable time, as well as the selling of such goods at public or private auction for rent due, without waiving LESSOR'S right to the total rent due.

3.03 ATTORNEY'S FEES:

In case LESSEE defaults in the performance of any of the terms, covenants, agreements or conditions contained in this lease and LESSOR places the enforcement of the terms of this lease, or any part thereof, or the collection of any rent due, or to become due hereunder, or recovery or possession of leased premises, in the hands of an attorney, or files suit upon same, LESSEE agrees to pay LESSOR reasonable attorney's fees and payment of same shall be secured in a like manner as herein provided as to lien for rent.

3.04 HOLDING OVER:

Staying over past the term of this lease will constitute the LESSEE, upon acceptance of rental payment by LESSOR, a month-to-month tenant, at a revised rental rate of one and one half (1.5) times the rate prior to holding over. All CPI rental

adjustments occurring during such hold over tenancy shall be in effect based on the revised rental rate.

3.05 ABANDONMENT:

If the leased area is abandoned or vacated by LESSEE, for a period exceeding thirty (30) calendar days, LESSOR shall advertise and re-let the premises for the remainder of the term of this lease. Notwithstanding any other provision herein, if rent received including charges, does not equal rent and charges agreed to herein by LESSEE, LESSEE shall remain liable and herein agrees to pay and satisfy all deficiencies and all reasonable expenses incurred in reletting and repair of any damages.

3.06 LESSOR'S REPRESENTATION AND WAIVER:

Any representations by LESSOR regarding LESSEE'S leasehold interest are embodied in this writing.

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

3.07 ANTI-DISCRIMINATION CLAUSES MANDATED BY FEDERAL GOVERNMENT:

(a) TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: The LESSEE for itself, its agents, servants, employees, successors and assigns, as a part of the consideration hereof, does hereby covenant and agrees to a covenant running with the land that:

1. No person on the grounds of race, color or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
2. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination;
3. That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended;
4. That in the event of breach of any of the preceding non-discrimina-

tion covenants, LESSOR shall have the right to take such action, anything to the contrary herein notwithstanding as the United States may direct to enforce this nondiscrimination covenant.

(b) That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) That in the event of breach of any of the preceding nondiscrimination covenants, City of Laredo shall have the right to terminate the license, lease, permit, etc., and hold the same as if said lease had never been made and issued.

ARTICLE IV MISCELLANEOUS

4.01 NON-EXCLUSIVE USE:

It is understood that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right unless specifically identified herein.

4.02 TRAILERS, ABANDONED VEHICLES EXPRESSLY PROHIBITED:

Towed vehicles, or motor vehicles not currently licensed and actively used are not to be permitted onto the premises or any common parking area within the Laredo International Airport. Under this provision, vehicles, RV trailers, travel homes, and mobile homes, wrecked or abandoned vehicles, must be removed at LESSEE'S expense, and failure to do so will constitute a breach of this lease.

4.03 CAPTIONS:

Articles and headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof, nor are they meant to bind the LESSOR or LESSEE to the meaning of such heading.

4.04 CONSTRUED PURSUANT TO TEXAS LAW:

This agreement shall be construed under and in accordance with the laws of the State of Texas, and performed in Webb County, Texas.

4.05 RE-ENTRY:

No re-entry, repossession, operations, or reletting of the premises or of fixtures and equipment shall be construed as an election by LESSOR to terminate this lease unless a written notice of such intention to terminate is given by LESSOR to LESSEE and notwithstanding any such operation or reletting without terminating this lease, LESSOR may at any time thereafter elect to terminate this lease.

4.06 BINDING AGREEMENT:

Subject to the provisions herein, all agreements, terms, obligations, covenants, and conditions of this lease shall be binding upon and inure to the benefit of the parties hereto and their respective employees, agents, servants, legal representatives, successors, and assigns unless otherwise prohibited or otherwise noted in this instrument.

4.07 NOTICES:

Any notices which are required hereunder, or which either LESSOR or LESSEE may desire to serve upon the other shall be in writing and shall be deemed served when deposited in the United States mail, postage prepaid, return receipt requested, addressed to LESSEE as follows:

Webb County
P. O. Box 2397
Laredo, Texas 78044

and to LESSOR:

Office of the Airport Manager
Laredo International Airport
5210 Bob Bullock Loop
Laredo, TX 78041

4.08 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:

Further, LESSEE will keep and maintain the leased area in a clean and healthful condition and comply with the laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions, or occupancy of the leased area.

4.09 OUTSIDE STORAGE PROHIBITED:

Storage of vehicles, equipment, supplies, or any other items outside of the leased building(s) is prohibited, unless the storage area is fenced and approved by the LESSOR.

4.10 FIRE CLAUSE:

Should the leased area be destroyed by fire or casualty to the extent that it is no longer reasonably appropriate for LESSEE'S use and occupancy of said premises, LESSEE shall have the option of cancelling this lease upon written notice to LESSOR within thirty (30) days of the date the premises are rendered untenable or restoring said leased area in a reasonable, sufficient, and timely manner at LESSEE'S sole cost and expense, in which case this lease shall continue in accordance with all of its terms and conditions. Failure of LESSEE to give notice of cancellation within said thirty (30) day period shall mean that the LESSEE exercises its option to continue the lease in force and effect. Rental during the period that the premises are being restored hereunder shall be abated.

4.11 PREMISES:

In addition to LESSEE'S obligations to maintain the leased area herein leased, LESSEE agrees to maintain in a safe, clean, well-kept and orderly condition the premises surrounding said leased area, as shown on the attached exhibit to include the right-of-way areas up to the street curb. It is agreed in this connection that the LESSEE shall keep said premises free from litter or other unsightly trash, or refuse, will keep the grass cut, the weeds controlled, will water the lawn and trees when needed and will maintain the outside of the leased area and premises in a neat and orderly fashion.

LESSOR reserves the right to maintain or have maintained the grounds associated with the lease agreement for environmental and/or public health reasons. LESSEE agrees to promptly reimburse the Airport for all expenses incurred in the maintenance of the grounds, within ten (10) days of receipt of statement. Failure to do so will constitute breach of contract and LESSEE will be in default of the lease agreement.

4.12 GARBAGE STORAGE AND DISPOSAL:

LESSEE agrees to store all accumulated garbage in a neat and clean manner, as an essential element of its responsibilities for neatness of the premises, LESSEE herein also agrees that garbage carrying and disposal is its sole responsibility, and agrees to comply with all rules and ordinances of the City and State regarding its storage and disposal.

4.13 SUBORDINATION OF LEASE:

This lease shall be subordinated to the provisions of any existing or future agreement between LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport.

It is expressly understood and agreed that this lease is subject to and subordinate to and controlled by provisions, stipulations, covenants and agreements contained in those certain contracts, agreements, resolutions and actions of the City of Laredo, Texas, constituting agreements between the City and United States of America and its agents including but not limited, to the Federal Aviation Administration (FAA) and all regulations now and hereafter imposed upon the City and that the LESSOR shall not be liable to LESSEE on account of any of the foregoing matters and all of such contracts, agreements, resolutions and regulations are incorporated herein by reference, and if any provision of this lease is determined to be a variance with same, such provision is unilaterally reformable at LESSOR'S option.

The parties agree that as of the date of execution of this contract there exists no provisions, stipulations, covenants, or agreements which would prohibit LESSEE from

using the leased premises for the purpose set forth in Paragraph 1.08; titled "Use and Use Conflict" in this agreement.

4.14 NATIONAL EMERGENCY:

During the time of war and national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the Provisions of such lease to the Government, shall be suspended.

4.15 AIRPORT HAZARD:

The LESSEE and its agents, servants, employees, successors and assigns, will not make or permit any use of the property which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an airport hazard. This includes such items as electrical or electronic equipment, creation of smoke or dust or glaring or misleading lights.

4.16 NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION:

The LESSEE and its successors and assigns will complete a FAA Form 7460-1, "Notice of Proposed Construction or Alteration", and receive a favorable determination from FAA prior to any construction on the property.

4.17 AERIAL APPROACHES:

LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

4.18 TIME OF ESSENCE:

Time is of the essence in this agreement.

4.19 PROVISIONS:

Any provision in this Lease which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and the remainder of this Lease shall remain in full force and effect.

4.20 LEASED AREA LEASED "AS IS":

Leased area is leased AS IS and there is no expressed or implied warranty on the condition or suitability of the land.

4.21 SURRENDER:

Under termination of this Lease, either by lapse of time or otherwise, LESSEE shall peaceably surrender the leased area in good condition and repair, except for ordinary wear and tear, damage by act of God or other casualty beyond LESSEE'S control, or by fire or other casualty covered by Standard extended coverage insurance. LESSEE shall remove LESSEE'S trade fixtures upon such termination and repair all damages to the leased area caused by such removal. Any landscaping shall become the property of LESSOR upon termination of this lease.

4.22 AGREEMENT:

This Agreement consists of Article I through IV, Exhibit A-1 and Exhibit A-2. It constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the LESSOR and LESSEE. LESSEE agrees that no representations or grant of rights or privileges shall be binding upon the LESSOR unless expressed in writing in this Agreement.

LEASE AGREEMENT BETWEEN THE CITY OF LAREDO AND WEBB COUNTY HEAD START
(1.0128 ACRES OF LAND AT 4704 NARANJO STREET)

EXECUTED ON THIS _____ DAY OF _____, 2022.

CITY OF LAREDO
a municipal corporation

BY: _____
ROSARIO C. CABELLO
INTERIM CITY MANAGER

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

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

BY: _____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

LESSEE: WEBB COUNTY

BY: _____
TANO E. TIJERINA
WEBB COUNTY JUDGE

ATTESTED:

BY: _____
MARGIE RAMIREZ-IBARRA
WEBB COUNTY CLERK

LEASE AGREEMENT BETWEEN THE CITY OF LAREDO AND WEBB COUNTY HEAD START
(1.0128 ACRES OF LAND AT 4704 NARANJO STREET)

APPROVED AS TO FORM:

RAY RODRIGUEZ
ASSISTANT GENERAL COUNSEL
CIVIL LEGAL DIVISION

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

*Passed and approved by the Webb County Commissioners Court
On September ____, 2022, item no. ().*

ORDINANCE NO. 2022-O-XXX

AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE LAREDO INTERNATIONAL AIRPORT AND WEBB COUNTY HEAD START FOR APPROXIMATELY 1.0128 ACRES OF LAND LOCATED AT 4704 NARANJO STREET. SAID TRACT OF LAND IS LEGALLY DESCRIBED AS BLOCK 33, LAREDO AIRPORT SUBDIVISION PLAT, RECORDED IN VOLUME 5, PAGE 1 OF THE WEBB COUNTY PLAT RECORDS. LEASE TERM IS FOR FIVE (5) YEARS AND WITH ONE OPTION TO RENEW FOR AN ADDITIONAL FIVE (5) YEAR OPTION UNTIL SEPTEMBER 30, 2032. INITIAL MONTHLY RENT SHALL BE \$2,707.21 A MONTH AND WILL BE ADJUSTED ANNUALLY ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX (CPI); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the Mayor and City Council authorize the Interim City Manager to execute a Lease Agreement between the Laredo International Airport and Webb County Head Start for approximately 1.0128 acres of land located at 4704 Naranjo Street. Said tract of land is legally described as Block 33, Laredo Airport Subdivision Plat, recorded in Volume 5, Page 1 of the Webb County Plat Records. Lease term is for five (5) years and with one option to renew for an additional five (5) year option until September 30, 2032. Initial monthly rent shall be \$2,707.21 a month and will be adjusted annually according to changes in the Consumer Price Index (CPI); and providing for an effective date; and

WHEREAS, said lease agreement between the Laredo International Airport and Webb County Head Start is in the best interest between the City of Laredo and Webb County; and

WHEREAS, the Mayor and 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 be hereby authorize the Interim City Manager to execute a Lease Agreement between the Laredo International Airport and Webb County Head Start for approximately 1.0128 acres of land located at 4704 Naranjo Street. Said tract of land is legally described as Block 33, Laredo Airport Subdivision Plat, recorded in Volume 5, Page 1 of the Webb County Plat Records. Lease term is for five (5) years and with one option to renew for an additional five (5) year option until September 30, 2032. Initial monthly rent shall be \$2,707.21 a month and will be adjusted annually according to changes in the Consumer Price Index (CPI).

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS THE ____ DAY OF _____, 2022.

PETE SAENZ
MAYOR

ATTEST:

BY: _____
JOSA A. VALDEZ JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Jesus Esparza III, Interim Budget Director

SUBJECT

2022-O-155 Adopting the proposed annual budget for Fiscal Year 2022-2023 by appropriating the proposed revenues, expenditures and balances reported therein for the year beginning October 1, 2022 and ending September 30, 2023, 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 10, 2022 (see Exhibit "B") and the Holiday Schedule for Fiscal Year 2022-2023 (see Exhibit "C") and authorizing the Interim City Manager to implement said annual budget.**(As amended)**

PREVIOUS COUNCIL ACTION

None

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 July 28 through August 1. The Council shall hold at least one public hearing during the period of its consideration.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends introduction of this ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Holiday Schedule FY 22-23

Consolidated Budget

Cover Page

Ordinance

Workshop Motions



CITY OF LAREDO

FY 2022-2023

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 10, 2022
2.	Veteran's Day	Friday, November 11, 2022
3.	Thanksgiving Day	Thursday, November 24, 2022
4.	Friday After Thanksgiving Day	Friday, November 25, 2022
5.	Christmas Eve	Friday, December 23, 2022
6.	Christmas Day	Monday, December 26, 2022
7.	New Year's Eve	Friday, December 30, 2022
8.	New Year's Day	Monday, January 2, 2023
9.	Martin Luther King, Jr. Day	Monday, January 16, 2023
10.	President's Day	Monday, February 20, 2023
11.	Friday before Easter Sunday	Friday, April 7, 2023
12.	Easter Monday	Monday, April 10, 2023
13.	Memorial Day/September 11 (Remembrance Day)	Monday, May 29, 2023
14.	Juneteenth National Independence Day	Monday, June 19, 2023
15.	Independence Day	Tuesday, July 4, 2023
16.	Labor Day	Monday, September 4, 2023
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
CONSOLIDATED BUDGET
FY 2022-2023

FUND	Beginning Balance 10/1/2022	Revenues Excluding Transfers	Transfers	Revenues Including Transfers	Total Available	Operating Expenditures & Transfers	Closing Balance 9/30/2023
GOVERNMENTAL FUNDS							
GENERAL FUND	\$43,361,861	\$202,591,702	\$40,022,941	\$242,614,643	\$285,976,504	\$242,614,643	\$43,361,861
SPECIAL REVENUE FUNDS							
Community Development	-	3,423,999	-	3,423,999	3,423,999	3,423,999	-
Housing Rehab	5,000	100,000	-	100,000	105,000	96,897	8,103
Home Investment Partnership	-	1,388,341	52,038	1,440,379	1,440,379	1,440,379	-
Emergency Solutions Grant	-	315,100	-	315,100	315,100	315,100	-
Laredo Public Facility Corporation	55,957	300	-	300	56,257	56,257	-
Home Investment Affordable Housing	-	52,038	-	52,038	52,038	52,038	-
Downtown TIRZ No. 1	920,126	399,947	-	399,947	1,320,073	847,353	472,720
American Rescue Plan Act	10,000,000	-	-	-	10,000,000	10,000,000	-
Auto Theft Task Force	-	1,008,949	482,700	1,491,649	1,491,649	1,491,649	-
Financial Task Force	-	872,271	70,000	942,271	942,271	942,271	-
Health Fund	641,743	22,464,696	3,423,417	25,888,113	26,529,856	26,529,856	-
Special Police Program	-	7,135,875	1,350,166	8,486,041	8,486,041	8,486,041	-
Airport	26,792,253	11,894,348	550,000	12,444,348	39,236,601	13,028,744	26,207,857
Hotel-Motel Tax	3,458,758	3,359,935	-	3,359,935	6,818,693	4,522,055	2,296,638
PEG Fund	1,098,647	351,000	-	351,000	1,449,647	1,436,447	13,200
Recreation Fund	708,825	433,200	150,000	583,200	1,292,025	529,408	762,617
Parkland Acquisition/Park Improv	-	553,000	-	553,000	553,000	553,000	-
Environmental Services	3,762,154	6,802,689	-	6,802,689	10,564,843	7,417,399	3,147,444
Environmental Services - Capital Proj.	-	17,220	-	17,220	17,220	17,220	-
Stormwater Improvement	147,661	2,574,633	-	2,574,633	2,722,294	2,484,535	237,759
Convention & Visitor's Bureau	-	108,950	3,670,237	3,779,187	3,779,187	3,779,187	-
Parking Meters Fund	634,665	1,453,467	-	1,453,467	2,088,132	1,899,706	188,426
Sports and Community Venue	23,095,874	9,774,018	-	9,774,018	32,869,892	9,712,861	23,157,031
Sports and Community Venue Debt Service	3,233,080	16,170	3,421,371	3,437,541	6,670,621	3,436,707	3,233,914
Sports and Community Venue- Capital Proj.	-	111,400	-	111,400	111,400	111,400	-
Sames Auto Arena	-	4,923,257	1,641,466	6,564,723	6,564,723	6,564,723	-
FAA Noise Abatement Lease Prg	332,196	2,232,050	-	2,232,050	2,564,246	2,564,246	-
911 Regional Communication	-	2,565,912	-	2,565,912	2,565,912	2,565,912	-
Keep Laredo Beautiful	-	25,000	138,444	163,444	163,444	163,444	-
Max Mandel Golf Course	-	1,152,213	710,052	1,862,265	1,862,265	1,862,265	-
Police Trust Fund	3,607,994	540,000	-	540,000	4,147,994	1,420,000	2,727,994
DEBT SERVICE FUNDS							
Debt Service	9,654,804	22,397,770	6,414,809	28,812,579	38,467,383	30,024,076	8,443,307
PERMANENT FUND							
Canseco Endowment Fund	65,390	400	-	400	65,790	15,790	50,000
CAPITAL PROJECTS FUNDS							
Capital Improvements Fund	3,133,913	1,510,000	14,000,031	15,510,031	18,643,944	18,643,944	-
Airport Construction Fund	-	57,500	50,000	107,500	107,500	107,500	-
Capital Projects	-	732,764	-	732,764	732,764	732,764	-

CITY OF LAREDO
CONSOLIDATED BUDGET
FY 2022-2023

FUND	Beginning Balance 10/1/2022	Revenues Excluding Transfers	Transfers	Revenues Including Transfers	Total Available	Operating Expenditures & Transfers	Closing Balance 9/30/2023
PROPRIETARY FUNDS							
ENTERPRISE FUNDS							
Bridge System / Operating	\$2,969,119	\$73,232,817	4,211,725	\$77,444,542	\$80,413,661	\$77,251,833	\$3,161,828
Bridge Construction	18,411,392	12,597,604	-	12,597,604	31,008,996	31,008,996	-
Bridge System Debt Service	2,604,875	6,410	6,113,180	6,119,590	8,724,465	6,275,313	2,449,152
Bridge Refrigerated Inspection Facility	262,386	16,732	15,000	31,732	294,118	294,118	-
Transit System- El Metro Operating	1,653,771	7,870,769	9,606,328	17,477,097	19,130,868	19,130,868	-
Transit System Sales Tax	6,921,962	9,765,586	-	9,765,586	16,687,548	10,591,360	6,096,188
Transit Center Facility Fund	25,000	619,834	400,983	1,020,817	1,045,817	1,045,817	-
Transit Capital Grants	108,402	932,656	127,834	1,060,490	1,168,892	1,168,892	-
Transit Capital Projects	-	3,871	-	3,871	3,871	3,871	-
Municipal Housing	71,839	2,276,731	-	2,276,731	2,348,570	2,348,570	-
Hamilton Housing	-	1,054,693	-	1,054,693	1,054,693	1,054,693	-
Solid Waste Management	28,810,479	31,428,994	-	31,428,994	60,239,473	31,778,749	28,460,724
Solid Waste Capital Projects	(2)	5,378	-	5,378	5,376	5,378	(2)
Solid Waste Debt Service	-	-	6,943,840	6,943,840	6,943,840	6,943,840	-
Water System / Operating	56,990,510	59,030,590	-	59,030,590	116,021,100	58,766,746	57,254,354
Water System Debt Service	14,722,249	28,536	19,896,776	19,925,312	34,647,561	19,964,088	14,683,473
Water Operational Construction	3,850,000	28,284	4,306,753	4,335,037	8,185,037	8,185,037	-
Water Availability	6,745,463	3,297,217	-	3,297,217	10,042,680	2,440,900	7,601,780
Water Capital Improvement	1,263,569	354,568	-	354,568	1,618,137	1,618,137	-
Water - Capital Projects	(1)	143,063	-	143,063	143,062	143,063	(1)
Sewer System / Operating	49,986,066	42,991,585	-	42,991,585	92,977,651	39,411,447	53,566,204
Sewer Operational Construction	-	220	1,397,365	1,397,585	1,397,585	1,397,585	-
Sewer System Debt Service	14,481,821	38,141	13,722,068	13,760,209	28,242,030	13,963,800	14,278,230
Sewer Capital Improvement	1,204,417	516,500	-	516,500	1,720,917	1,720,917	-
Sewer - Capital Projects	(3)	244,685	-	244,685	244,682	244,685	(3)
INTERNAL SERVICE FUNDS							
Fleet Management	(1,119,188)	8,313,296	8,228,193	16,541,489	15,422,301	15,422,301	-
Risk Management	1,362,556	60,000	9,124,767	9,184,767	10,547,323	10,418,243	129,080
Information Services and Telecommunications	1,600	168,049	6,306,033	6,474,082	6,475,682	6,450,840	24,842
Health and Benefits	3,444,244	13,758,539	22,925,184	36,683,723	40,127,967	40,127,967	-
FIDUCIARY FUNDS							
AGENCY FUND							
City Annuity	115,498	111,804	2,211,424	2,323,228	2,438,726	2,438,726	-
TOTAL	\$349,598,925	\$582,237,266	\$191,685,125	\$773,922,391	\$1,123,521,316	\$821,506,596	\$302,014,720
Revenue Excluding Transfers	\$582,237,266				Total Operating Expenditures	\$821,506,596	
Decrease in Fund Balance	\$47,584,205				Less Operating Transfers	\$191,685,125	
Total Net Operating Budget	\$629,821,471					\$629,821,471	

CITY OF LAREDO

Annual Budget



Fiscal Year
October 1, 2022 - September 30, 2023
Prepared By:
Budget Department

This budget will raise more total property taxes than last year's budget by \$7,326,783 or 7.66% and of that amount \$2,447,636 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 \$.615370, current proposed budget reflects a tax rate of \$0.570000**

ORDINANCE 2022-O-155

ADOPTING THE PROPOSED ANNUAL BUDGET FOR FISCAL YEAR 2022-2023, BY APPROPRIATING THE REVENUES, EXPENDITURES AND BALANCES REPORTED THEREIN FOR THE YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, 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 27, 2022, Council was presented with the Proposed 2022-2023 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 10, 2022, Council held a public workshop to review the Proposed 2022-2023 Annual Budget;

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

1. The Annual Budget for Fiscal Year 2022-2023, as amended during the budget workshop is hereby adopted, and
2. The following appropriations for Fiscal Year 2022-2023 are hereby authorized as further detailed in Exhibit “A” and incorporated as if set out at length herein:

Total Operating Expenditures and Transfers..... \$821,506,596

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, 2022, and ending September 30, 2023.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 19th
DAY OF SEPTEMBER, 2022.**

PETE SAENZ
Mayor

ATTEST:

JOSE A. VALDEZ, JR.
City Secretary

APPROVED AS TO FORM:

Doanh “Zone” T. Nguyen
City Attorney

CITY OF LAREDO
Motions During Proposed Budget Workshops
FY 2022-2023

Motion	Date	Time	Motion	Fund	Revenue	Expenditure
	8/10	5:05	Motion of the approval of the 2022 Certified Appraisal roll from the Webb County Appraisal District for the development of the City's tax roll; acceptance of the No-New-Revenue Tax Rate and Voter-Approval Tax Rate Calculations for Tax Year 2022; setting the date of September 12, 2022 to hold the Public Hearing and Introductory Ordinance for the proposed tax rate of \$0.57/\$1.00 value.	101 302	(\$194,378) (\$797,019)	
	8/10	6:46	Motion to continue to fund Sportsman Hall of Fame for another 5 years at \$15,000 per year.			
	8/10	6:47	Motion to approve Third-Party Funding, General Fund \$444,443 and Hotel Motel \$552,000, as presented to City Council.	101 244		
	8/10	6:58	Motion to increase Residential rate by \$2 the first year and \$1 thereafter for 3 years.	556	\$ 1,300,000	
	8/10	6:58	Motion to increase Downtown Commercial to \$2.50 per year for the next 4 years.	556	\$ 8,333	
	8/10	6:59	Motion to increase Commercial to \$1.50 per year for the next 4 years.	556	\$ 41,667	
	8/10	7:00	Motion to increase landfill services by \$5 per year for the next 4 years.	556	\$ 1,041,667	
	8/10	7:07	Motion to approve to increase Health fees schedule for divisions Environmental \$153,250 and Vital Statistics \$ 50,744.	226		
	8/10	7:08	Motion to approve the 2022-2023 Proposed Holiday Schedule.	All		
	8/10	7:20	Motion to amend ordinance 2005-O-228 adding the most current international code council valuation table.			
	8/10	7:28	Motion to review any future needs at mid budget for all departments.			
	8/10	8:19	Motion to approve a 3% COLA excluding directors and city managements effective October 1, 2022 and a one-time payment of \$850 for employees below \$17 on the first pay period of December.	All		
	8/10	8:20	Motion to use the 3% savings from director's COLA for the wage study recommendation \$130,884.	101		
	8/10	8:29	Motion to continue funding LEDC at \$560,000 for 5 years per year.			
	8/10	8:33	Motion to adopt budget as amended.			
	8/10	8:36	Motion to approve CIP as presented by the City.			
	9/6		Motion to increase General Fund Proposed Transfer In from Bridge	101	\$349,949	
	9/6		Motion to decrease Proposed revenue in General Fund / Animal Control & Shelter Fee.	101	(\$385,700)	
	9/6		Motion to decrease Transfer Out from Bridge to Capital Improvement Fund.	553 402	(\$34,365)	(\$34,365)
	9/6		Motion to increase Transfer out from General Fund to Health Department for the Lump Sum Payment.	101 226	\$152,905	\$152,905

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: John Porter Director, Environmental and Solid Waste Services

SUBJECT

2022-O-156 Amending Chapter 14, Garbage, Trash and Refuse, Article II, Rates for Garbage and Refuse Collection and Landfill Operations, Section 14-9, Rates, of the City of Laredo Code of Ordinances by changing Section (A) to increase the garbage collection fee from eighteen dollars (\$18.00) to twenty dollars (\$20.00) per month plus an additional one dollar (\$1.00) increase per year for the subsequent three fiscal years. Additional trash bin fee from seven dollars (\$7.00) to eight dollars (\$8.00) per month plus an additional one dollar (\$1.00) increase per year for the subsequent four fiscal years. Changing Section (E) Commercial Establishments (Other) increasing all tiers as follows: tier one from thirty-five \$35.00 to thirty-six fifty \$36.50 per month plus an additional \$1.50 increase per year for the subsequent four fiscal years, tier two from \$45.00 to \$47.08 per month plus an additional \$2.08 per year for the subsequent four fiscal years. Tier three from \$80.00 to \$83.58 per month plus an additional \$3.58 increase per year for the subsequent four fiscal years. Tier four from \$110.00 to \$114.28 per month plus an additional \$4.28 increase per year for the subsequent four fiscal years. Commercial Establishments (Downtown Central Business District) increasing all tiers as follows: tier one from \$70.00 to \$72.50 per month plus an additional \$2.50 increase per year for the subsequent four fiscal years, tier two from \$90.00 to \$93.25 per month plus an additional \$3.25 increase per year for the subsequent four fiscal years, tier three from \$160.00 to \$165.75 per month plus an additional \$5.75 increase per year for the subsequent four fiscal years. Tier four from \$220.00 to \$227.75 per month plus an additional \$7.75 for the subsequent four fiscal years. Increasing Landfill Tipping Fees all tiers as follows: tier one from \$31.50 to \$36.50 per ton plus an additional \$5.00 increase per year for the subsequent four fiscal years, tier two from \$66.50 to \$71.50 per ton plus an additional \$5.00 increase per year for the subsequent four fiscal years, tier three from \$201.50 to \$206.50 per ton plus an additional \$5.00 increase per year for the subsequent four fiscal years; providing that this ordinance shall be cumulative; providing for a savings clause; providing for a severability clause; and providing for an effective date.

PREVIOUS COUNCIL ACTION

On August 10, 2022, City Council passed a motion(s) to amend Chapter 14, to change rates for garbage and refuse collection and landfill operations.

On September 6, 2022, City Council held a public hearing and introduced an ordinance amending Chapter 14, changing rates for garbage and refuse collection and landfill operations.

BACKGROUND

Solid Waste Services has a need to replace indispensable equipment on a five-year replacement plan in order to continue to provide service on a timely basis. The expected life of a refuse truck is five years and for landfill equipment is ten thousand hours, or five years. The rate increases will help to cover debt service payments on bonds required to purchase the essential equipment.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the approval of this ordinance.

	Fiscal Impact
Fiscal Year:	2022
Budgeted Y/N?:	
Source of Funds:	Collections
Account #:	Various
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	
Garbage Collection 556-0000-334-3010	
\$1,300,000	
Commercial Garbage Collection 556-0000-334-3011	
\$ 41,667	
Commercial Garbage Downtown Collection 556-0000-334-3012	
\$ 8,333	
Landfill Collection 556-0000-334-3020	
\$ 1,041,667	

Attachments

amending chapter 14

ORDINANCE No. 2022-O-156

AMENDING CHAPTER 14, GARBAGE, TRASH AND REFUSE, ARTICLE II RATES FOR GARBAGE AND REFUSE COLLECTION AND LANDFILL OPERATIONS, SECTION 14-9, RATES OF THE CITY OF LAREDO CODE OF ORDINANCES BY CHANGING SECTION (a) TO INCREASE THE GARBAGE COLLECTION FEE FROM EIGHTEEN DOLLARS (\$18.00) TO TWENTY DOLLARS (\$20.00) PER MONTH PLUS AN ADDITIONAL ONE DOLLAR (\$1.00) INCREASE PER YEAR FOR THE SUBSEQUENT THREE FISCAL YEARS. ADDITIONAL TRASH BIN FEE FROM SEVEN DOLLARS (\$7.00) TO EIGHT DOLLARS (\$8.00) PER MONTH PLUS AN ADDITIONAL ONE DOLLAR (\$1.00) INCREASE PER YEAR FOR THE SUBSEQUENT FOUR FISCAL YEARS. CHANGING SECTION (e) COMMERCIAL ESTABLISHMENTS (OTHER) INCREASING ALL TIERS AS FOLLOWS: TIER ONE FROM (\$35.00) TO (\$36.50) PER MONTH PLUS AN ADDITIONAL (\$1.50) INCREASE PER YEAR FOR THE SUBSEQUENT FOUR FISCAL YEARS, TIER TWO FROM (\$45.00) TO (\$47.08) PER MONTH PLUS AN ADDITIONAL (\$2.08) PER YEAR FOR THE SUBSEQUENT FOUR FISCAL YEARS. TIER THREE FROM (\$80.00) TO (\$83.58) PER MONTH PLUS AN ADDITIONAL (\$3.58) INCREASE PER YEAR FOR THE SUBSEQUENT FOUR FISCAL YEARS. TIER FOUR FROM (\$110.00) TO (\$114.28) PER MONTH PLUS AN ADDITIONAL (\$4.28) INCREASE PER YEAR FOR THE SUBSEQUENT FOUR FISCAL YEARS. COMMERCIAL ESTABLISHMENTS (DOWNTOWN CENTRAL BUSINESS DISTRICT) INCREASING ALL TIERS AS FOLLOWS: TIER ONE FROM (\$70.00) TO (\$72.50) PER MONTH PLUS AN ADDITIONAL (\$2.50) INCREASE PER YEAR FOR THE SUBSEQUENT FOUR FISCAL YEARS, TIER TWO FROM (\$90.00) TO (\$93.25) PER MONTH PLUS AN ADDITIONAL (\$3.25) INCREASE PER YEAR FOR THE SUBSEQUENT FOUR FISCAL YEARS, TIER THREE FROM (\$160.00) TO (\$165.75) PER MONTH PLUS AN ADDITIONAL (\$5.75) INCREASE PER YEAR FOR THE SUBSEQUENT FOUR FISCAL YEARS. TIER FOUR FROM (\$220.00) TO (\$227.75) PER MONTH PLUS AN ADDITIONAL (\$7.75) FOR THE SUBSEQUENT FOUR FISCAL YEARS. INCREASING LANDFILL TIPPING FEES ALL TIERS AS FOLLOWS: TIER ONE FROM (\$31.50) TO (\$36.50) PER TON PLUS AN ADDITIONAL (\$5.00) INCREASE PER YEAR FOR THE SUBSEQUENT FOUR FISCAL YEARS, TIER TWO FROM (\$66.50) TO (\$71.50) PER TON PLUS AN ADDITIONAL (\$5.00) INCREASE PER YEAR FOR THE SUBSEQUENT FOUR FISCAL YEARS, TIER THREE FROM (\$201.50) TO (\$206.50) PER TON PLUS AN ADDITIONAL (\$5.00) INCREASE PER YEAR FOR THE SUBSEQUENT FOUR FISCAL YEARS.

WHEREAS, the City Council accepts the recommendation of the consultant and the City of Laredo Solid Waste Services Department to increase rates for garbage and refuse collection and landfill operations, and to provide for effective date and publication.

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

Section1: Amendment

Sec. 14-9. Rates.

(a) *Service fee for individual residences.* A monthly garbage collection fee (service fee), as defined below, will be charged to individual residences inside the city limits and will be charged on the monthly water utility bill from the city utilities department to the building or premises on which the individual residence or residences, if more than one (1), is or are located. In addition to this minimum collection fee, a monthly state and federal recycling program mandate fee of four dollars and twenty-five cents (\$4.25) will be charged to individual residences inside the city limits and will be charged on the monthly water utility bill from the city utilities department to the building or premises on which the individual residence or residences, if more than one (1), is or are located.

- (1) ~~Individual residences monthly garbage collection fee through September 30, 2013, twelve dollars (\$12.00).~~

Individual residences monthly garbage collection fee through September 30, 2023, from eighteen dollars \$18.00 to twenty dollars (\$20.00), and each additional trash bin from (\$7.00 to \$8.00).

- (2) ~~Individual residences monthly garbage collection fee will increase from twelve dollars (\$12.00) to thirteen dollars and fifty cents (\$13.50) on October 1, 2013.~~

Individual residences monthly garbage collection fee will increase from twenty dollars (\$20.00) to twenty-one dollars (\$21.00), and each additional trash bin from (\$8.00 to \$9.00) on October 1, 2023.

- (3) ~~Individual residences monthly garbage collection fee will increase from thirteen dollars and fifty cents (\$13.50) to fifteen dollars (\$15.00) on October 1, 2014.~~

Individual residences monthly garbage collection fee will increase from twenty-one dollars (\$21.00) to twenty-two dollars (\$22.00), and each additional trash bin from (\$9.00 to \$10.00) on October 1, 2024.

- (4) ~~Individual residences monthly garbage collection fee will increase from fifteen dollars (\$15.00) to sixteen dollars and fifty cents (\$16.50) on October 1, 2015.~~

Individual residences monthly garbage collection fee will increase from twenty-two dollars (\$22.00) to twenty-three dollars (\$23.00), and each additional trash bin from (\$10.00 to \$11.00) on October 1, 2025.

These flat fees will apply to each and every and all residential units, regardless of the type of residential structure. For example, in the case of multifamily structures, such as duplexes or apartment houses, each residential unit therein will be charged the garbage collection fee and four dollars and twenty-five cents (\$4.25) for the mandate fee.

No rate adjustments will be made for temporary nonuse of service unless the water meter is disconnected. Nonpayment of the garbage collection fee and mandate fee shall be sufficient grounds for discontinuance of water service. The monthly collection fee and mandate fee shall apply to each church, to each clergy residence, and to each church and clergy residence as a single billing unit if both are located on the same premises. Such service will be billed monthly with the water and sewer service charge of the city utilities department, and in those instances where the monthly bill of water and sewage from the city utilities department is a multi-residential structure, the service fee of the city will be based on the number of individual residences in the structure, and the person or party responsible for paying the water and sewage charge will likewise be responsible

for paying the monthly garbage collection fee and mandate fee based on the number of individual residences on the premises.

The mandate fee of four dollars and twenty-five cents (\$4.25) will be deposited in the solid waste fund.

(b) *Collection by the city utilities department.* The city utilities department is hereby authorized to serve as the entity to collect the monthly garbage collection fee (service fee) and mandate fee provided for in subsection (a).

(c) *[Definition.]* "Commercial establishment" as used in this section shall mean any structure or premises other than residential structures and shall include the following:

- (1) All retail, wholesale and industrial business establishments;
- (2) All office buildings;
- (3) Professional businesses and service businesses;
- (4) Fraternal organizations, public or private clubs, associations or organizations, and whether profit or nonprofit;
- (5) All other charitable and/or tax-supported organizations;
- (6) Church-related hall or church-related school, whether on the same or on different premises as the church to which affiliated;
- (7) Any and all other type or form of public or private concerns, organizations or institutions not otherwise herein provided for.

(d) *Special service fee.*

(1) For special events requiring garbage pickup outside of the normal working criteria, there will be a fee of ninety dollars (\$90.00) per hour based on actual time worked. This fee excludes all city-sponsored events.

(2) When a request is made to search the contents of a city refuse truck for personal items, the requestor shall be charged ninety dollars (\$90.00) per hour and said fee will not be prorated, but instead rounded up to the nearest hour. Searching for personal items is prohibited if the contents have been deposited in the working face of the landfill.

(3) For commercial establishments located within the Downtown Central Business District, which receive an augmented level of service, an alternative fee structure shall be applied.

(e) *Fees.* A monthly garbage collection fee and mandate fee will be charged to each and every commercial establishment, as defined hereinafter, in accordance with the following fee schedule:

(1) ~~For each commercial establishment having up to one thousand (1,000) square feet of floor space \$35.00~~

For each commercial establishment having up to one thousand (1,000) square feet of floor space (\$35.00) the rate will increase by an additional \$1.50 per month each year per subsequent fiscal year for the next four years to \$36.50 through September 30, 2023, \$38.00 through September 30, 2024, \$39.50 through September 30, 2025 and \$41.00 through September 30, 2026.

- (2) ~~For each commercial establishment having from one thousand one (1,001) square feet to three thousand (3,000) square feet of floor space \$45.00~~

For each commercial establishment having from thousand one (1,001) square feet to three thousand (3,000) square feet of floor space (\$45.00) the rate will increase by an additional \$2.08 per month each year per subsequent fiscal year for the next four years to \$47.08 through September 30, 2023, \$49.16 through September 30, 2024, \$51.24 through September 30, 2025 and \$53.32 through September 30, 2026.

- (3) ~~For each commercial establishment having from three thousand one (3,001) square feet to ten thousand (10,000) square feet of floor space \$80.00~~

For each commercial establishment having from three thousand one (3,001) square feet to ten thousand (10,000) square feet of floor space (\$80.00) the rate will increase by an additional \$3.58 per month each year per subsequent fiscal year for the next four years to \$83.58 through September 30, 2023, \$87.16 through September 30, 2024, \$90.74 through September 30, 2025 and \$94.32 through September 30, 2026.

- (4) ~~For each commercial establishment having from ten thousand one (10,001) square feet of floor space and over \$110.00~~

For each commercial establishment having from ten thousand one (10,001) square feet of floor space and over (\$110.00) the rate will increase by an additional \$4.28 per month each year per subsequent fiscal year for the next four years to \$114.28 through September 30, 2023, \$118.56 through September 30, 2024, \$122.84 through September 30, 2025 and \$127.12 through September 30, 2026.

- (5) Any residence being utilized in whole or in part as a commercial establishment or business will be charged as commercial by square footage of the portion of the structure being used for the business.

- (6) ~~For each commercial establishment located in the Downtown Central Business District having up to one thousand (1,000) square feet of floor space:~~

~~Through September 30, 2010 \$49.00~~

~~From October 1, 2010 through September 30, 2011 \$59.50~~

~~From October 1, 2011 \$70.00~~

For each commercial establishment located in the Downtown Central Business District having up to one thousand (1,000) square feet of floor space (\$70.00) the rate will increase by an additional \$2.50 per month each year per subsequent fiscal year for the next four years to \$72.50 through September 30, 2023, \$75.00 through September 30, 2024, \$77.50 through September 30, 2025 and \$80.00 through September 30, 2026.

- (7) ~~For each commercial establishment located in the Downtown Central Business District having from one thousand one (1,001) square feet to three thousand (3,000) square feet of floor space:~~

~~Through September 30, 2010 \$63.00~~

~~From October 1, 2010 through September 30, 2011 \$76.50~~

~~From October 1, 2011 \$90.00~~

For each commercial establishment located in the Downtown Central Business District having from thousand one (1,001) square feet to three thousand (3,000) square feet of floor space (\$90.00) the rate will increase by an additional \$3.25 per month each year per subsequent fiscal year for the next four years to \$93.25 through September 30, 2023, \$96.50 through September 30, 2024, \$99.75 through September 30, 2025 and \$103.00 through September 30, 2026.

- (8) ~~For each commercial establishment located in the Downtown Central Business District having from three thousand one (3,001) square feet to ten thousand (10,000) square feet of floor space:~~

~~Through September 30, 2010 \$112.00~~

~~From October 1, 2010 through September 30, 2011 \$136.00~~

~~From October 1, 2011 \$160.00~~

For each commercial establishment located in the Downtown Central Business District having from three thousand one (3,001) square feet to ten thousand (10,000) square feet of floor space (\$160.00) the rate will increase by an additional \$5.75 per month each year per subsequent fiscal year for the next four years to \$165.75 through September 30, 2023, \$171.50 through September 30, 2024, \$177.25 through September 30, 2025 and \$183.00 through September 30, 2026.

- (9) ~~For each commercial establishment located in the Downtown Central Business District having from ten thousand one (10,001) square feet of floor space and over:~~

~~Through September 30, 2010 \$154.00~~

~~From October 1, 2010 through September 30, 2011 \$187.00~~

~~From October 1, 2011 \$220.00~~

For each commercial establishment located in the Downtown Central Business District having from ten thousand one (10,001) square feet of floor space and over: (\$220.00) the rate will increase by an additional \$7.75 per month each year per subsequent fiscal year for the next four years to \$227.75 through September 30, 2023, \$235.50 through September 30, 2024, \$243.25 through September 30, 2025 and \$251.00 through September 30, 2026.

(f) *Appeals process.*

- (1) Monthly meetings to formally review contested accounts will consist of a representative from the solid waste department, utility department, finance department, and environmental department.
- (2) The committee will provide recommendations to the city manager who will make the final decision.

- (g) *Mandate fees.* State and federal recycling program mandate fees of four dollars twenty-five cents (\$4.25) will be charged for each of the four (4) tiers of commercial establishments.

The monthly garbage fee and mandate fee as determined from the above fee schedule shall be charged to each and every commercial establishment inside the city limits and will be billed on the monthly water bill from the city utilities department to the building or premises in which the commercial establishment is located. No rate adjustment will be made for temporary nonuse of the

garbage collection service unless the water meter to the commercial establishment is disconnected. Nonpayment of the garbage collection fee and mandate fee as provided for herein shall be sufficient grounds for discontinuance of water service.

(h) *Landfill fees.* All household and commercial garbage, rubbish, refuse, trash, yard waste, construction demolition debris, sludge from a wastewater treatment plant, water treatment plant, class II and III nonhazardous industrial waste, special waste approved by the commission, and other putrescible and non-putrescible waste which may be disposed of by any person shall not be improperly disposed of at any place within the city limits thereof except at such sites as may be designated by the director of solid waste services. Persons desiring to dispose of such solid waste at one (1) of the city's sanitary landfills shall pay the following fees for each vehicle load entering at the landfill:

(1) *Noncommercial vehicles.*

- a. Passenger cars, pickups and trailers used by city residents transporting household garbage, rubbish, refuse, trash, yard waste or construction demolition waste from the resident's home. Residents must show proof of residency with either a valid Texas driver's license or Texas I.D. showing the current Laredo address and a current water utility bill showing the same address.

~~Up to and including one (1) ton \$2.00 flat fee
Subsequent weight over one (1) ton \$31.50/ton~~

Landfill fees: Up to and including one (1) ton \$2.00 flat fee
Subsequent weight over one (1) ton (\$31.50) per ton the rate will increase by an additional \$5.00 per month each year per subsequent fiscal year for the next four years to \$36.50 through September 30, 2023, \$41.50 through September 30, 2024, \$46.50 through September 30, 2025 and \$51.50 through September 30, 2026.

- b. Passenger cars, pickups and trailers used by noncity residents or residents who cannot show proof of residency with either a valid Texas driver's license or Texas I.D. showing the current Laredo address and a current water bill showing the same address and the garbage fee, transporting household garbage, rubbish, refuse, trash yard waste or construction demolition waste from the resident's home ~~\$31.50/ton~~

The (\$31.50) per ton the rate will increase by an additional \$5.00 per month each year per subsequent fiscal year for the next four years to \$36.50 through September 30, 2023, \$41.50 through September 30, 2024, \$46.50 through September 30, 2025 and \$51.50 through September 30, 2026.

- c. Passenger cars, pickups and trailers used by city residents transporting household garbage, rubbish, refuse, trash, yard waste or construction demolition waste from the resident's home on Saturdays and Sundays only. Residents must show proof of residency with either a valid Texas driver's license or Texas I.D. showing the current Laredo address and a current water utility bill showing the same address.

~~Up to and including one (1) ton No Charge
Subsequent weight over one (1) ton \$31.50/ton~~

Subsequent weight over one (1) ton (\$31.50) per ton the rate will increase by an additional \$5.00 per month each year per subsequent fiscal year for the next four years to \$36.50 through September 30, 2023, \$41.50 through September 30, 2024, \$46.50 through September 30, 2025 and \$51.50 through September 30, 2026.

- d. Passenger cars, pickups and trailers used by city residents transporting yard waste that is free of rubbish, putrescible waste, metal, paper, plastic or any other type of waste. Residents must show proof of residency with valid Texas driver's license or Texas I.D. showing the current Laredo address and a current water utility bill showing the same address No Charge
- e. Commercial vehicles transporting yard waste that is free of rubbish, putrescible waste, metal, paper, plastic or any other type of waste 16.50/ton

(2) *Commercial vehicles.*

- a. ~~Commercial vehicles including pickups, trailers, and compacted vehicles used by private businesses and commercial haulers transporting waste generated from inside the city limits 31.50/ton~~

Commercial vehicles including pickups, trailers, and compacted vehicles used by private businesses and commercial haulers transporting waste generated from inside the city limits (\$31.50) per ton the rate will increase by an additional \$5.00 per month each year per subsequent fiscal year for the next four years to \$36.50 through September 30, 2023, \$41.50 through September 30, 2024, \$46.50 through September 30, 2025 and \$51.50 through September 30, 2026.

- b. ~~Commercial vehicles including pickups, trailers, and compacted vehicles used by private businesses and commercial haulers transporting waste generated from outside the city limits but from within Webb County 66.50/ton~~

Commercial vehicles including pickups, trailers, and compacted vehicles used by private businesses and commercial haulers transporting waste generated from outside the city limits but from within Webb County (\$66.50) per ton the rate will increase by an additional \$5.00 per month each year per subsequent fiscal year for the next four years to \$71.50 through September 30, 2023, \$76.50 through September 30, 2024, \$81.50 through September 30, 2025 and \$86.50 through September 30, 2026.

- c. ~~Commercial vehicles including pickups, trailers, and compacted vehicles used by private businesses and commercial haulers transporting waste generated from outside Webb County 201.50/ton~~

Commercial vehicles including pickups, trailers, and compacted vehicles used by private businesses and commercial haulers transporting waste generated from outside Webb County (\$201.50) per ton will increase by an additional \$5.00 per month each year per subsequent fiscal year for the next four years to \$206.50 through September 30, 2023, \$211.50 through September 30, 2024, \$216.50 through September 30, 2025 and \$221.50 through September 30, 2026.

- d. ~~Commercial vehicles including pickups, trailers, and compacted vehicles used by private businesses and commercial haulers transporting merchandise required to be~~

~~destroyed or food products that have been declared unfit for human consumption by a federal or state government agency~~ ~~201.50/ton~~

Commercial vehicles including pickups, trailers, and compacted vehicles used by private businesses and commercial haulers transporting merchandise required to be destroyed or food products that have been declared unfit for human consumption by a federal or state government agency (\$201.50) per ton will increase by an additional \$5.00 per month each year per subsequent fiscal year for the next four years to \$206.50 through September 30, 2023, \$211.50 through September 30, 2024, \$216.50 through September 30, 2025 and \$221.50 through September 30, 2026.

- e. Commercial vehicles transporting household waste for a residential customer, when accompanied by the residential customer. The residential customer must be the driver or a passenger in the commercial vehicle or arrive in a separate vehicle at the landfill with the residential customer's waste and must show proof of residency with valid Texas driver's license or Texas I.D. showing the current Laredo address and a current water utility bill showing the same address.

Up to and including one (1) ton \$2.00 flat fee
Subsequent weight over one (1) ton ~~31.50/ton~~

The (\$31.50) per ton the rate will increase by an additional \$5.00 per month each year per subsequent fiscal year for the next four years to \$36.50 through September 30, 2023, \$41.50 through September 30, 2024, \$46.50 through September 30, 2025 and \$51.50 through September 30, 2026.

- (3) *[Interlocal agreements.]* The County of Webb, the incorporated cities within Webb County, and any other county or municipal entity with which there exists a current interlocal agreement with the city Residential garbage ~~\$31.50/ton~~

The (\$31.50) per ton the rate will increase by an additional \$5.00 per month each year per subsequent fiscal year for the next four years to \$36.50 through September 30, 2023, \$41.50 through September 30, 2024, \$46.50 through September 30, 2025 and \$51.50 through September 30, 2026.

- (4) *[City vehicles.]* City vehicles except sanitation department \$1.25/ton or current state solid waste fee

- (5) *Tires.*

- a. Passenger tires (up to nineteen-and-one-half-inch rim diameter) \$2.00/tire
- b. Truck tires (nineteen-and-six-tenths- to twenty-four-and-one-half-inch rim diameter) \$6.00/tire
- c. Special size tires (greater than twenty-four-and-one-half-inch rim diameter) \$100.00/ton
- d. *City residents transporting up to and including four (4) passenger tires from the resident's home.* Residents must show proof of residency with either a valid Texas driver's license or Texas I.D. showing the current Laredo address and a current water utility bill showing the same address No Charge

- e. Surcharge for failure to declare scrap tires when entering the landfill \$10.00/tire
 - (6) *[Construction wastes, etc.]* Construction demolition wastes and petroleum-contaminated soil suitable for use as an alternate daily cover material as per requirements in the landfill permit \$10.00/ton
 - (7) *[Soil.]* Soil that is free of refuse and that is suitable for use as daily or intermediate cover material as per requirements in the landfill permit No charge
 - (8) *[Surcharge.]* Surcharge for incoming vehicles not securely covered or enclosed with a good substantial cover to prevent accidental spillage of solid waste material \$10.00/load
 - (9) *[Late payment penalty.]* If payment in full on landfill credit accounts is not made within sixty (60) days of the due date, the customer shall pay an administrative late fee of one hundred dollars (\$100.00).
 - (10) *[Solid waste fund.]* The revenues generated from these fees will be deposited in the city's solid waste fund.
- (i) *Landfill hours.* The landfill is open to the public to accept solid waste for disposal services six (6) days a week from Monday through Saturday between the hours of 8:00 a.m. and 5:00 p.m. The landfill is closed on Sundays. The landfill is closed to the public during wet weather conditions.

Pickups with a trailer must enter the landfill thirty (30) minutes prior to closing. Persons transporting special waste or loads in van trailers that require manual labor for unloading must call for an appointment.

The city will notify all residential, commercial, and industrial customers of suspension of disposal services due to observance of a holiday by local news media forty-eight (48) hours in advance of the holiday being observed.

The city may open the landfill for the exclusive use of the city at any time so long as such operation is compliant with Texas Commission on Environmental Quality (TCEQ) rules.

In the event of an emergency, the city may modify the landfill hours so long as such operation is compliant with Texas Commission on Environmental Quality (TCEQ) rules.

- (j) *Franchise required for collector other than the city.* No person or entity, except a duly authorized agent or employee of the city, shall collect garbage or, trash, or recyclable materials of any other person or entity, or convey or transport such garbage or, trash, or recyclable materials on the streets, alleys and public thoroughfares of the city, or dispose of such garbage or, trash, or recyclable materials, for a fee or profit unless and until such person or entity has first obtained a franchise from the city to collect, transport and/or dispose of such garbage or, trash, or recyclable materials. Franchise holders must agree to use only the city municipal solid waste facilities for disposal or processing municipal solid waste and industrial solid waste and recyclable materials including but not limited to the city sanitary landfills, and other city municipal solid waste facilities such as transfer stations and material recovery facilities, to discharge municipal solid waste and industrial solid waste and recyclable materials as defined in 30 TAC § 330. 3. Franchise holders shall pay all landfill fees associated with said use within thirty (30) days of the due date. The permit granted to the franchise holder is limited to the facilities normally operated by the city for all municipal solid waste disposal or process. If the city's facilities for any reason are 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, the city shall be under no obligation to furnish to the franchise holder sanitary landfills, or any other municipal solid waste disposing and processing facilities.

- (k) *Penalty for violation.* The person, firm or corporation violating any provisions of this section shall be fined five hundred dollars (\$500.00) for each offense, and a separate offense shall be deemed committed on each day during which the violation occurs or continues to occur.
- (l) *Exemptions.* Proper evidence must be presented to the director of solid waste that a commercial establishment is being serviced by a duly franchised garbage collection enterprise. An exemption from the fee provisions of subsection (e) shall be granted to the commercial enterprise from that date forward. An administrative fee of two dollars fifty cents (\$2.50) per month will be charged to all commercial accounts granted an exemption. An application for such exemption shall be filed with the director of solid waste before the exemption can take effect and the exemption will become effective the day the application is approved.
- (m) Brush and bulky item collection service:
 - (1) Accumulations of clean brush exceeding the size specified in section 14.2(d) may be picked up by the city's brush and bulky item collection service for the following fees:

Up to 5 cubic yards \$35.00 Minimum Charge

Each additional cubic yard or portion thereof \$7.00

For residential addresses currently paying garbage fees No charge

- (2) Construction and demolition debris (wood, sheetrock, carpet, siding, etc.) and other non-putrescible waste:

Up to 5 cubic yards \$55.00 Minimum Charge

Each additional cubic yard or portion thereof \$11.00

- (3) Bulky items, such as used appliances, furniture, and mattresses may be picked up by the city's brush and bulky item collection service for a fee of fifteen dollars (\$15.00) for the first item, ten dollars (\$10.00) for a second item, and five dollars (\$5.00) for each subsequent item, for each service request.
- (4) Brush and bulky item collection service fees and construction debris collection fees must be paid in advance of the service being performed.
No brush charge for residential addresses currently paying garbage fees.
- (5) Collection fees may be waived for residents who claim that illegal dumping has affected their property or residence and who provide a signed affidavit attesting to that fact.
- (6) Bulky items may be collected at no charge during regularly schedule semi-annual or special collection events.
- (7) The revenues generated from these fees will be deposited in the City's Solid Waste Fund.

Section2: Publication. This Ordinance shall be published one (1) time in a newspaper of general Newspaper of general circulation in Laredo, Texas.

Section3: Effective Date. The Ordinance shall become effective sixty (60) days from date of Introduction.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____ 2022.**

PETE SAENZ,
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DONAH T. NGUYEN
CITY ATTORNEY

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario C. Cabello, Interim City Manager

Staff Source: Linda C. Teniente, Human Resources Director

SUBJECT

2022-O-157 Amending the provisions of the return to work policies and procedures for all city employees including civil service employees pursuant to their collective bargaining agreement and civil service rules by amending Ordinance 1998-O-003, Chapter II, Administration, Sec. 2-50.6 (B) Length of Modified Duty from sixty (60) days to one hundred eighty (180) days and authorizing the Interim City Manager to implement the policies and procedures identified herein pursuant to the City of Laredo's Code of Ordinances and providing that this ordinance shall be cumulative; providing for a savings clause and severability clause and providing for publication and effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

On January 18, 1998, Ordinance No. 98-O-003 was passed by the City Council and approved by the Mayor. The Ordinance was adopted to aid employees in returning to work from an on-the-job or off-the-job injury or illness, the City of Laredo has established a modified duty policy. Regular City employees who, for medical reasons, may not return to full duty as the result of on-the-job or off-the-job injury or illness, are eligible for this program. Currently, the City of Laredo allows only up to (60) days of modified duty, after the (60) days are exhausted, employees who require longer recoveries must use their sick leave, annual leave or all personal accruals until they are cleared to return to work full duty.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the approval of the ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None

Attachments

Ordinance 2022-O-157

ORDINANCE NO. 2022-O-157

AMENDING THE PROVISIONS OF THE RETURN TO WORK POLICIES AND PROCEDURES FOR ALL CITY EMPLOYEES INCLUDING CIVIL SERVICE EMPLOYEES PURSUANT TO THEIR COLLECTIVE BARGAINING AGREEMENT AND CIVIL SERVICE RULES BY AMENDING ORDINANCE 1998-O-003, CHAPTER II, ADMINISTRATION, SEC. 2-50.6 (B) LENGTH OF MODIFIED DUTY FROM SIXTY (60) DAYS TO ONE HUNDRED EIGHTY (180) DAYS AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT THE POLICIES AND PROCEDURES IDENTIFIED HEREIN PURSUANT TO THE CITY OF LAREDO'S CODE OF ORDINANCES AND PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING FOR A SAVINGS CLAUSE AND SEVERABILITY CLAUSE AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

Whereas, the City of Laredo recognizes the necessity for a Return to Work Program to assist those employees who have limitations as a result of injuries and illnesses suffered either on or off the job; disabilities defined by the Americans with Disability Act (ADA); or have a serious health condition as defined by the Family Medical Leave Act (FMLA); by providing temporary Modified or Alternate duty assignments; and

Whereas, a Return to Work Program provides the City of Laredo a mechanism to maximize its personnel resources by allowing employees who are unable to perform regular duties, to remain productive members of the workforce through temporary Modified or Alternate duty with the treating physicians' approval; and

Whereas, studies have demonstrated that fifty percent of all injured or ill employees who miss work for more than six months are highly unlikely to return to work; and

Whereas, the City of Laredo currently allows up to sixty (60) days of Modified duty and after the sixty (60) days are exhausted employees requiring longer convalescence periods must use their SICK LEAVE, ANNUAL LEAVE, and/or other PERSONAL ACCRUALS until they are cleared to return to "FULL DUTY" WORK; and

Whereas, the City of Laredo anticipates that implementation of the extension of the Modified Duty for Workers Compensation injuries /illnesses and personal injuries/illnesses to one hundred eighty (180) days and thereby permit employees to return to work with restrictions as allowed by their treating physician and the respective department director will reduce Workers' Compensation, Medical Leave and Serious-Illness Pool costs by allowing the City to maximize personnel resources.

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

Section 1. The City of Laredo Code of Ordinances Chapter 2, Administration, is hereby amended

(b) *Length of modified duty.*

- (1) Modified duty assignments shall not exceed a total of ~~sixty (60)~~ one hundred eighty (180) work days.
- (2) After ~~sixty (60)~~ one hundred eighty (180) work days on modified duty, the employee shall return to his/her original job or will be placed on workers' compensation leave, sick leave, annual leave, compensatory time or leave without pay.

Section 2. This Ordinance shall be cumulative of all provisions of this 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. After Ordinance shall become effective upon passage by City Council.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS ____
DAY OF _____, 2022.**

PETE SAENZ, JR
MAYOR

ATTEST:

JOSE A VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DANIEL WALTER
ASSISTANT CITY ATTORNEY

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Erika Alcorta

Staff Source: Robert F. Peña

SUBJECT

2022-O-158 An Ordinance of the City of Laredo Texas, amending Chapter 19, Article VIII, Section 19-365, of the Code of Ordinances by adding five parking spots identified for bill pay use to both the north and south side parking lot of City Hall, each spot shall allow for 30-minute use; providing that this Ordinance shall be cumulative; providing a severability clause; and declaring an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Introductory Ordinance approved on September 6, 2022.

BACKGROUND

The use of the parking lot at city hall is strictly for use by customers conducting city business at city hall with a specified maximum time of one (1) hour provided signs at the entrance to the parking lot are posted informing the public of parking restrictions. This ordinance is being amended by adding five parking spots identified for bill pay use to both the north and south side parking lot of city hall for total of 10 spaces with a maximum of 30 minutes to conduct city business.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends the approval of Ordinance 2022-O-158.

Fiscal Impact

Fiscal Year:

2021-2022

Budgeted Y/N?:

Y

Source of Funds:

General Fund-Street Signs

Account #: 101-2623-522-3040

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Attachments

City Hall Parking Lot Ordinance

ORDINANCE NO. 2022-O-158

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 19, ARTICLE VIII, SECTION 19-365, OF THE CODE OF ORDINANCES BY ADDING FIVE PARKING SPOTS IDENTIFIED FOR BILL PAY USE TO BOTH THE NORTH AND SOUTH SIDE PARKING LOT OF CITY HALL, EACH SPOT SHALL ALLOW FOR 30 MINUTE USE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Citizens ingress and egress to City Hall to pay their utility and tax bills; and

WHEREAS, Parking spots at City Hall are limited and citizens are having difficulty finding available parking spots; and

WHEREAS, City Council wishes to appropriate ten assigned parking spots to be available for the public to use.

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 19, Article VIII, is hereby amended as follows:

Sec. 19-365. City hall parking restrictions.

(a) The use of the parking lot at city hall is strictly for use by customers conducting city business at city hall with a specified maximum time of ~~one (1) hour~~ thirty (30) minutes provided a total of ten (10) designated parking spots, five (5) parking spots will be assigned on the northside parking lot of City Hall and five (5) parking spots will be assigned to the southside of City Hall signs ~~[at the entrance to the parking lot are posted]~~ shall be posted at the designated parking spots informing the public of parking restrictions at city hall.

(b) In the event that a vehicle is parked in violation of the provisions of this section, the owner or person in control over the vehicle shall be subject to a minimum "no parking" fine as stipulated in section 19-355.

(c) A vehicle parked in violation of this section may also be towed away as provided in this chapter.

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 _____ 2022.**

**PETE SAENZ
MAYOR**

ATTESTED:

**JOSE A. VALDEZ, JR.
CITY SECRETARY**

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

BY: _____

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario Cabello, Interim City Manager

Staff Source: Dora A. Maldonado, RTA, CPM, Tax Assessor-Collector

SUBJECT

2022-O-159 An Ordinance of the City of Laredo, providing for the adoption of a tax rate of \$0.570000 per \$100 value. This tax rate will have a Maintenance and Operation Rate of \$0.449396 per \$100 value and an Interest and Sinking Fund Rate of \$0.120604 per \$100 value for the levy and the collection of General and Special Ad Valorem taxes for the City of Laredo for Tax Year 2022 and Fiscal Year 2022-2023.

VENDOR INFORMATION FOR COMMITTEE AGENDA

Not Applicable.

PREVIOUS COUNCIL ACTION

On August 10, 2022, Council made a motion to approve the 2022 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 2022; and proposed a tax rate of \$0.570000 per \$100 value. A public hearing was held on September 12, 2022 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 \$0.570000 per \$100 value. The rate of \$0.449396 per \$100 value is being used for the operations portion of the budget and a rate of \$0.120604 per \$100 value is needed in order to service the tax supported debt requirements of the City.

Proposed Tax Rate	\$0.570000 per \$100 Value
Current Tax Rate	\$0.615370 per \$100 Value
Variance	-\$0.045370 per \$100 Value

Tax Levy calculations based on the proposed tax rate are as follows:

2022 Certified Value

Certified Approved Appraisal Roll Value	\$18,764,724,986
Value Under ARB Review	\$149,044,680
Total Certified Roll Value	\$18,913,769,666
Expected ARB Value Loss (10%)	(\$14,904,468)
Adjusted Certified Value	\$18,898,865,198
Levy-Proposed Tax Rate \$0.570000/\$100 Value	\$107,723,532
Less Freeze Levy Loss	(\$1,935,064)
Less TIRZ Levy Loss	(\$150,749)
Adjusted Levy	\$105,637,719

COMMITTEE RECOMMENDATION

Not Applicable.

STAFF RECOMMENDATION

To adopt a tax rate of \$0.570000 per \$100 value for Tax Year 2022 with a Maintenance and Operation Rate of \$0.449396 per \$100 value and an Interest and Sinking Fund Rate of \$0.120604 per \$100 value.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

This ordinance provides property tax revenue for the Maintenance and Operation of the City and payment of the Interest and Sinking Fund of Debt Service.

Attachments

Ordinance

ORDINANCE 2022-O-159

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, PROVIDING FOR THE A-O-DOPTION OF A TAX RATE OF \$0.570000 PER \$100 VALUE. THIS TAX RATE WILL HAVE A MAINTENANCE AND OPERATION RATE OF \$0.449396 PER \$100 VALUE AND AN INTEREST AND SINKING FUND RATE OF \$0.120604 PER \$100 VALUE FOR THE LEVY AND THE COLLECTION OF GENERAL AND SPECIAL AD VALOREM TAXES FOR THE CITY OF LAREDO FOR TAX YEAR 2022 AND FISCAL YEAR 2022-2023.

WHEREAS, there is hereby approved for the Tax Year 2022 a roll of total taxable value of \$18,913,769,666, a tax freeze levy loss of \$1,935,064, a tax levy of \$105,637,719 and a tax rate of \$0.570000 per \$100 value. (Totals are based on certified values provided by the Webb County Appraisal District (WCAD) on July 22, 2022.) **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 8.26 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-20.02;** and

WHEREAS, there is hereby levied on all real and personal property in the City of Laredo taxable by law, for the Tax Year 2022 and the fiscal year beginning October 1, 2022 and ending September 30, 2023, a general ad valorem tax of \$0.449396 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 2022 and the fiscal year beginning October 1, 2022 and ending September 30, 2023, an ad valorem tax of \$0.120604 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 \$301,127,129 (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 2022 a roll of total taxable value of \$18,913,769,666 a tax freeze levy loss of \$1,935,064, a tax levy of \$105,637,719 and a tax rate of \$0.570000 per \$100 value. (Totals are based on certified values provided by the Webb County Appraisal District (WCAD) on July 22, 2022.) 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 8.26 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-20.02; 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 2022 and the fiscal year beginning October 1, 2022 and ending September 30, 2023, a general ad valorem tax of \$0.449396 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 2022 and the fiscal year beginning October 1, 2022 and ending September 30, 2023, an ad valorem tax of \$0.120604 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 \$301,127,129 (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, 2022.

PETE SAENZ, MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
BY:

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Gilberto Sanchez, Interim Airport Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to authorize the one-time purchase of new airfield signage from Standard Signs, Inc., Macedonia, OH, in the amount of \$65,063.54. Standard Signs, Inc. is the direct, sole manufacturer of the FAA-approved Lumacurve brand airfield signs and replacement parts; this one-time purchase of new signs is to replace old crouse-hinds signs on the airfield and upgrade kits (installation is not included). Funding is available in the International Airport Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Laredo International Airport received a quote from Lumacurve Airfield Signs, Macedonia, OH to replace old crouse-hinds signs to new Standard Lumacurve Signs on the airfield and upgrade kits in the total amount of \$65,063.54. Kits allow signs to be upgraded to LED lights to replace previous incandescent bulbs currently in place.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends that this motion be approved.

	Fiscal Impact
Fiscal Year:	2022
Budgeted Y/N?:	Y
Source of Funds:	Airport
Account #:	24236205823010
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available on the International Airport Fund Ground Maintenance.

Attachments

Lumacurve Sole Source Letter

Lumacurve Quote



May 5, 2022

Re: Lumacurve Signs and Parts

Laredo International Airport
5210 Bob Bullock Loop
Laredo, TX 78041

Dear To Whom it May Concern,

As requested, this letter is intended to confirm that Standard Signs, Inc is the sole manufacturer of the FAA approved Lumacurve brand airfield signs and replacement parts. There are no other companies authorized to manufacture our signs or parts, and only the original sign manufacturer's replacement parts will maintain the sign's FAA Certification and AIP Funding Eligibility.

Please feel free to contact Standard Signs if further information is required.

Thank you,



Keith Piper

Established in 1936 • Installed in over 1,000 airports • Preferred by the 4 busiest airports

800-258-1997 • www.lumacurve.com • (330) 467-2076 fax

9115 Freeway Drive, Macedonia, OH 44056

Lumacurve is a brand of Standard Signs, Inc.



Standard Signs, Inc.
 9115 Freeway Drive
 Macedonia, OH 44056
 (800) 258-1997



QUOTE #: LRD-2022-81-KP
 AIRPORT: Laredo International Airport, TX
 DATE: 8/11/2022
 QUOTED BY: Keith Piper
 REFERENCE: Sign & Panel Quote

<u>LINE</u>	<u>QTY</u>	<u>PART NUMBER/DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1		Description		
		Includes:		
	11	M1L: Size 2, 1 Module, Style 2, LED, Mode 2 Cable Clamps for Signs L-830/831-4 Iso Xfmr, 100W, 6.6/6.6, 50/60Hz L-823 Complete Kit (#8 AWG) Extension Cord (6') External Switch & Cover Additional 3/16" Stainless Steel Tethers (1 mod)	\$ 1,956.70	\$ 21,523.70
2		Description		
		Includes:		
	1	M3L: Size 2, 3 Module, Style 2, LED, Mode 2 Cable Clamps for Signs L-830/831-4 Iso Xfmr, 100W, 6.6/6.6, 50/60Hz L-823 Complete Kit (#8 AWG) Extension Cord (6') External Switch & Cover Additional 3/16" Stainless Steel Tethers (3 mod)	\$ 3,934.84	\$ 3,934.84
TOTAL =			\$	25,458.54

EXCEPTIONS

Quoted per verbal or reproduced specifications provided by customer.

NOTES

INSTALLATION NOT INCLUDED

QUOTATION IS FOR LISTED MATERIALS ONLY.

* All panels and parts quoted are Lumacurve original manufacturer's equipment.
 Use of 3rd party (non OEM) panels or parts is not FAA certified for use in Lumacurve signs.
 Call (330) 467-2030 with questions or Consult the FAA website for a current listing of FAA Certified Equipment:
http://www.faa.gov/airports_airtraffic/airports/resources/advisory_circulars/

TERMS:

PAYMENT: NET 30 DAYS (w/ approved credit)

FREIGHT: Prepaid & Added for orders < \$3500.
 Allowed for orders > \$3500.
 Pricing is for (1) purchase consigned to (1) location within the contiguous 48 US states.

DELIVERY: Standard Lead-Time is 4-5 weeks* after receipt of released purchase order & approved shop drawings.
 *May exceed 4 weeks depending on quantities, product mix, and/or special requirements.

VALID FOR 30 DAYS

Standard Signs, Inc.
 9115 Freeway Drive
 Macedonia, OH 44056
 (800) 258-1997



QUOTE #: LRD-2022-81-KP
 AIRPORT: Laredo International Airport, TX
 DATE: 8/1/2022
 QUOTED BY: Keith Piper
 REFERENCE: LED Upgrade Kit Quote

<u>LINE</u>	<u>QTY</u>	<u>PART NUMBER/DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1		Description		
		Includes:		
	13	M20-1-L: Size 2, Upgrade Kit, 1 Module, Style 2, LED	\$ 874.00	\$ 11,362.00
2		Description		
		Includes:		
	13	M20-2-L: Size 2, Upgrade Kit, 2 Module, Style 2, LED	\$ 1,183.00	\$ 15,379.00
3		Description		
		Includes:		
	8	M20-3-L: Size 2, Upgrade Kit, 3 Module, Style 2, LED	\$ 1,403.00	\$ 11,224.00
4		Description		
		Includes:		
	1	M20-4-L: Size 2, Upgrade Kit, 4 Module, Style 2, LED	\$ 1,640.00	\$ 1,640.00
			TOTAL =	\$ 39,605.00

EXCEPTIONS

Quoted per verbal or reproduced specifications provided by customer.

NOTES

INSTALLATION NOT INCLUDED
 QUOTATION IS FOR LISTED MATERIALS ONLY.

* All panels and parts quoted are Lumacurve original manufacturer's equipment.
 Use of 3rd party (non OEM) panels or parts is not FAA certified for use in Lumacurve signs.
 Call (330) 467-2030 with questions or Consult the FAA website for a current listing of FAA Certified Equipment:
http://www.faa.gov/airports_airtraffic/airports/resources/advisory_circulars/

TERMS:

PAYMENT: NET 30 DAYS (w/ approved credit)

FREIGHT: Prepaid & Added for orders < \$3500.
 Allowed for orders > \$3500.
 Pricing is for (1) purchase consigned to (1) location within the contiguous 48 US states.

DELIVERY: Standard Lead-Time is 6-8 weeks* after receipt of released purchase order & approved shop drawings.
 *May exceed 4 weeks depending on quantities, product mix, and/or special requirements.

VALID FOR 30 DAYS

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Steve E. Landin, Assistant City Manager

Staff Source: Gilberto Sanchez, Interim Airport Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to authorize a professional service contract with GRA, Incorporated, Alexandria, VA in the amount not to exceed \$70,000.00. The purpose is to provide consulting services in support of air service development at the Laredo International Airport. The contract is a one (1) year term commencing on October 1, 2022 and ending September 30, 2023. Funding is available under the Airport Operation Funds.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

Consideration to authorize the use of professional services from consultant GRA Inc from Jenkintown, PA., for an approximate annual amount of \$70,000.00 for consulting services on an as-needed basis to support in support of air service development at the Laredo International Airport.

1. Period of Performance: The period of performance is from October 1, 2022 through September 30, 2023 and all tasks are to be completed during this period time.
2. Services and Materials:
 - Support for LRD's meetings with airlines at air service development conferences as requested.
 - Assistance with the implementation of LRD's recently awarded Small Community Air Service Development Program (SCASDP) Grant.
 - Continued support and analysis of Aeromar service between LRD and Mexico City.
 - Quarterly updates of LRD data report as data becomes available.
 - Support for other air service development tasks as assigned.
3. As compensation for the services and materials rendered and provided, the City agrees to pay GRA, in accordance with the terms set forth in Attachment B, an amount not to exceed Seventy Thousand Dollars (\$70,000). This ceiling can only be increased by amendment to this contract.

4. GRA will submit an invoice to the City for hours worked at the end of each month, together with a description of tasks completed and receipts for any project expenses incurred. To the extent travel or other reimbursable expenses such as conference registration fees are required, GRA's project manager will obtain authorization from the City in advance.

COMMITTEE RECOMMENDATION

Airport Advisory Board took no action on this motion.

STAFF RECOMMENDATION

Staff recommends the approval of this motion.

Fiscal Impact

Fiscal Year: 2023
Budgeted Y/N?:
Source of Funds: Prof. Services Consultant
Account #: 242-3605-583-5526
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
Not to exceed \$70,000.

Attachments

Consulting Agreement



Consulting Agreement Between GRA, INCORPORATED and the CITY OF LAREDO

This consulting agreement is made effective the 1st day of October 2022, by and between GRA, Incorporated (GRA), with offices located at 2000 Duke Street, Suite 300, Alexandria, VA 22314 and the City of Laredo (the City), located at 1110 Houston Street, Laredo, TX 78040. GRA and the City desire that GRA render general consultant services to the City in support of air service development, detailed in Attachment A. In consideration of the mutual obligations set forth herein, and intending to be legally bound, GRA and the City agree as follows:

1. **Period of Performance.** The period of performance is from October 1, 2022 through September 30, 2023 and all tasks are to be completed during this time period.
2. **Services and Materials.** GRA shall perform the services described in Attachment A, related to Laredo International Airport’s air service development efforts.
3. **Compensation.** As compensation for the services and materials rendered and provided, the City agrees to pay GRA, in accordance with the terms set forth in Attachment B, an amount not to exceed Seventy Thousand Dollars (\$70,000). This ceiling can only be increased by amendment to this contract.
4. **Invoicing.** GRA will submit an invoice to the City for hours worked at the end of each month, together with a description of tasks completed and receipts for any project expenses incurred. To the extent travel or other reimbursable expenses such as conference registration fees are required, GRA’s project manager will obtain authorization from the City in advance. GRA will submit invoices to the City of Laredo at the address shown below. Upon satisfactory completion of tasks, payment shall be made to GRA at the address shown below, or through electronic funds transfer information on file with the City of Laredo.

Invoices submitted to:	Invoices paid to:
City of Laredo Accounts Payable P.O. Box 210 Laredo, Texas 78042-0210 Attention: Esmeralda Estrada eestrada2@ci.laredo.tx.us	Accounts Receivable GRA, Incorporated 2000 Duke Street, Suite 300 Alexandria, VA 22314 Attention: Carol Marchand carolm@gra-inc.com

5. **Relationship of the Parties.** At all times under this Agreement, GRA and the City shall be considered independent entities. Nothing contained herein, nor any course of action or failure to act, shall be construed to create a partnership, joint venture,



common business association, or any other similar entity; nor shall any such action or failure to act be deemed to create an employer-employee or agent-servant relationship between the Parties.

6. **Proprietary Information.** It is the duty of GRA to protect proprietary information from unauthorized use or disclosure and refrain from using the information for any purpose other than that for which it was intended.
7. **Liability.** Neither party to this Consulting Agreement shall be responsible for any obligation or liability incurred or assumed by the other Party or its employees, affiliates, or other representatives, and each Party shall be responsible for its own acts or omissions and those of its employees, affiliates, or other representatives, and nothing contained herein is intended to shift such responsibility from one Party to the other.
8. **Miscellaneous.**
 - (a) This Consulting Agreement shall be governed under the laws of the State of Texas. Any action commenced or maintained concerning either directly or indirectly, the subject matter of this Consulting Agreement shall be brought and maintained only in a court of competent jurisdiction in the State of Texas.
 - (b) The invalidity or unenforceability of any provision or term of this Consulting Agreement shall not affect the validity or enforceability of any other provision or term.
 - (c) This Consulting Agreement constitutes the entire agreement between the parties and supersedes prior proposals, negotiations and agreements, whether oral or written.
 - (d) This Consulting Agreement shall be binding upon and inure to the benefit of the successors or affiliates of the parties hereto. This Agreement may not be assigned by either party in whole or in part without the express written consent of the non-assigning party.
 - (e) Notices. Except as specifically provided for otherwise, all notices, designations and other communications contemplated under this Consulting Agreement shall be in writing and shall be either personally delivered, or transmitted by certified mail, facsimile transmission, wire, or other device reasonably calculated to effect delivery of documents within three (3) calendar days. All such notices shall be effective only when received by the addressee. Unless otherwise agreed to in writing by the Parties, such notices, designations, and communications shall be sent to the Parties' representatives at the addresses noted below:

GRA
Mr. David Weingart
President
GRA, Incorporated
Phone: +1-202-768-0164
Email: davidw@gra-inc.com

City of Laredo
Mr. Gilberto Sanchez
Interim Airport Director
Laredo International Airport
City of Laredo
Phone: +1-956-795-2000
Email: gsanchez@ci.laredo.tx.us

If the above terms and conditions are acceptable to you, please sign where indicated below.

Agreed:

BY: _____
Rosario C. Cabello
Interim City Manager
City of Laredo

BY: _____
David Weingart
President
GRA, Incorporated

Date: _____

Date: _____

Attest:

By: _____
Jose A. Valdez Jr.
City Secretary
City of Laredo

Approved as to Form:

Doanh "Zone" T. Nguyen
City Attorney

By: _____
David H. Arredondo
Assistant City Attorney
City of Laredo

ATTACHMENT A:

GRA Proposal for Laredo International Airport (LRD) Air Service Development

GRA, Incorporated is pleased to provide this proposal to continue to support LRD in its air service development efforts. This proposal includes funding of \$70,000 to be used on an as-needed basis to support the following activities anticipated to occur in Fiscal Year 2022-2023:

- Support for LRD's meetings with airlines at air service development conferences as requested, including the Routes World/Takeoff Conference, Routes Americas, ACI JumpStart, and the Allegiant Airports Conference. This will include:
 - Advice and assistance regarding meeting requests
 - Development of data and presentations for airline meetings
 - Attendance at the airline meetings (depending on LRD needs and funding availability) and documentation of discussions
 - Follow-up from the meetings with individual airlines as appropriate
- Assistance with implementation of LRD's recently-awarded Small Community Air Service Development Program (SCASDP) grant from the US Department of Transportation (USDOT):
 - Revise the strategic plan and timeline shown in LRD's SCASDP application
 - Support LRD in executing SCASDP grant agreement with USDOT, including milestones, amendments and reporting requirements
 - Support LRD and LRD's marketing agency in developing appropriate marketing campaigns to reduce leakage to other airports
- Continued support and analysis of Aeromar service between LRD and Mexico City, including:
 - Facilitation of regular meetings between the airline and the City
 - Assistance in developing marketing strategies and community outreach
 - Analysis of flight performance
 - Assistance and advice related to any renegotiation or amendments of the Chapter 380 Development Agreement between Aeromar and the City
- Quarterly updates of the LRD data report as new data become available and ongoing monitoring of data
- Support for other air service development tasks as assigned, including other meetings with airlines, not to exceed the ceiling established in this Consulting Agreement

ATTACHMENT B:

GRA Cost Proposal for Air Service Development Support

Work will be charged on an hourly basis at the rates below, with total cost (including expenses) not to exceed \$70,000 unless authorized by amendment to this contract:

Staff	Hourly Rate
Project Director	\$315.00
Senior Vice President	\$270.00
Senior Economist or Equivalent	\$240.00
Project Manager	\$180.00
Economist or Equivalent	\$150.00
Research Analyst/Support Staff	\$120.00

All expenses (travel, conference registration, etc.) will be authorized in advance and reimbursed at cost, and do count toward the contract ceiling. The proposal assumes that any data acquisition costs are funded directly by the City of Laredo as needed and therefore do not count against the contract ceiling.

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Steve E. Landin, Assistant City Manager

Staff Source: Tina Martinez, CD Director

SUBJECT

Consideration for approval of the CDBG FY21-22 Roberto De Llano Park Improvements-Installation of Metal Shade Structure as complete, release of retainage and approval of final payment in the amount of \$18,450.00 to Midas Contractor, LLC., Laredo, Texas. The final construction contract amount is \$184,500.00. Funding is available in the 2019, 2020, and 2021 CDBG Grants.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On January 18, 2022, City Council approved to award a design/build contract to Midas Contractor, LLC., Laredo, Texas, for an amount not to exceed \$184,500.00 for the design and preparation of plans and specifications for the CDBG FY21-22 Roberto De Llano Park Improvements-Installation of Metal Shade Structure. Funding is available in the 2019, 2020, and 2021 CDBG grant years.

BACKGROUND

Scope of services include but are not limited to: The City of Laredo went out on formal bids thru Cit-E-Bid and received one sole bid from Midas Contractor, Laredo, Texas for the purchase of materials and installation of a metal shade structure at the Roberto De Llano Park. The total price submitted by vendor was \$184,500.00. Vendor will be required to furnish a satisfactory Payment and Performance Bond in the amount of 100% of the total contract price and comply with all Federal Regulations.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of this motion.

Fiscal Impact

Fiscal Year:

2022

Bugeted Y/N?: Y

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

211-8980-555-1452 Park Improvement District V- 211-9080-555-1370 Park Improvement District V
211-9380-555-1452 Park Improvement District V

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Steve E. Landin, Assistant City Manager

Staff Source: Tina Martinez, CD Director

SUBJECT

Authorizing the Interim City Manager to enter into multiple contracts and award 2022 Emergency Solutions Grant (ESG) Program funds made available by the U.S. Department of Housing and Urban Development in the total amounts of:

1. \$202,437.00 to Bethany House of Laredo, Inc., for shelter operations, provision of essential services, street outreach services, homelessness prevention assistance, rapid re-housing assistance, and homeless management information system.
2. \$40,000.00 to Casa de Misericordia (CASA) for the operations of their shelter.
3. \$24,063.00 to Holding Institute for shelter operations, provision of essential services, and homeless management information system.

Funding is available in the 2022 ESG Grant Year.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

07/18/2022- Council approved the submission of the 2022-2023 One Year Action Plan to HUD that included the application for 2022 Emergency Solutions Grants program funds in the amount of \$315,100.00.

BACKGROUND

As a result of the submission of the 2022-2023 One-Year Action Plan, the City of Laredo was awarded \$315,100 in Emergency Solutions Grant program funds by the U.S. Department of Housing and Urban Development. The ESG program requires that all funds be committed within 180 days of the award date. These funds may be used solely to assist the homeless or those on the verge of becoming homeless. The City, through public notice, requested proposals from local homeless service providers for the ESG funds. Proposals were received from two (3) interested agencies including Bethany House, Casa de Misericordia and Holding Institute. The proposals were reviewed by Community Development staff composed of the Programs Administrator, Housing Manager, and Acting Compliance Officer. Considered in the award of funds was the requesting agency's past performance including the timely use of ESG program funds and adherence to program rules and regulations. Also, program rules require that not more than 60% of program funds be utilized to fund the costs of

prevention and rapid re-housing services.

ACTIVITIES	BETHANY HOUSE	CASA DE MISERICORDIA	HOLDING INSTITUTE
Emergency Shelter: Operations	\$45,000.00	\$40,000.00	\$11,318.00
Emergency Shelter: Essential Services	\$31,000.00		\$10,745.00
Street Outreach	\$20,100.00		
Homelessness Prevention	\$51,037.00		
Rapid Re-Housing	\$50,000.00		
HMIS	\$5,300.00		\$2,000.00
Administration			
TOTAL:	\$202,437.00	\$40,000.00	\$24,063.00

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this motion be passed.

Fiscal Impact

Fiscal Year: 2022-23
Budgeted Y/N?: Y
Source of Funds: 2022 ESG Funds
Account #: 219-9452
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the 2022 ESG Program Funds.

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Miriam Castillo

SUBJECT

Authorizing the Interim City Manager to execute a services contract between the City of Laredo and Laredo Main Street in an amount not to exceed \$70,000 for a physical inventory and phone survey relating to structures in the downtown business improvement district. The term of the agreement shall be for one (1) year.

PREVIOUS COUNCIL ACTION

Council directed Management to enter into an agreement at the meeting on September 6, 2022.

BACKGROUND

Laredo Main Street will be conducting a physical inventory of the structures in the downtown business district in an effort to facilitate the revitalization of the district. Additionally, Laredo Main Street will also be conducting a phone survey with the owners of the structures to gather information on the condition of the structures.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of the motion.

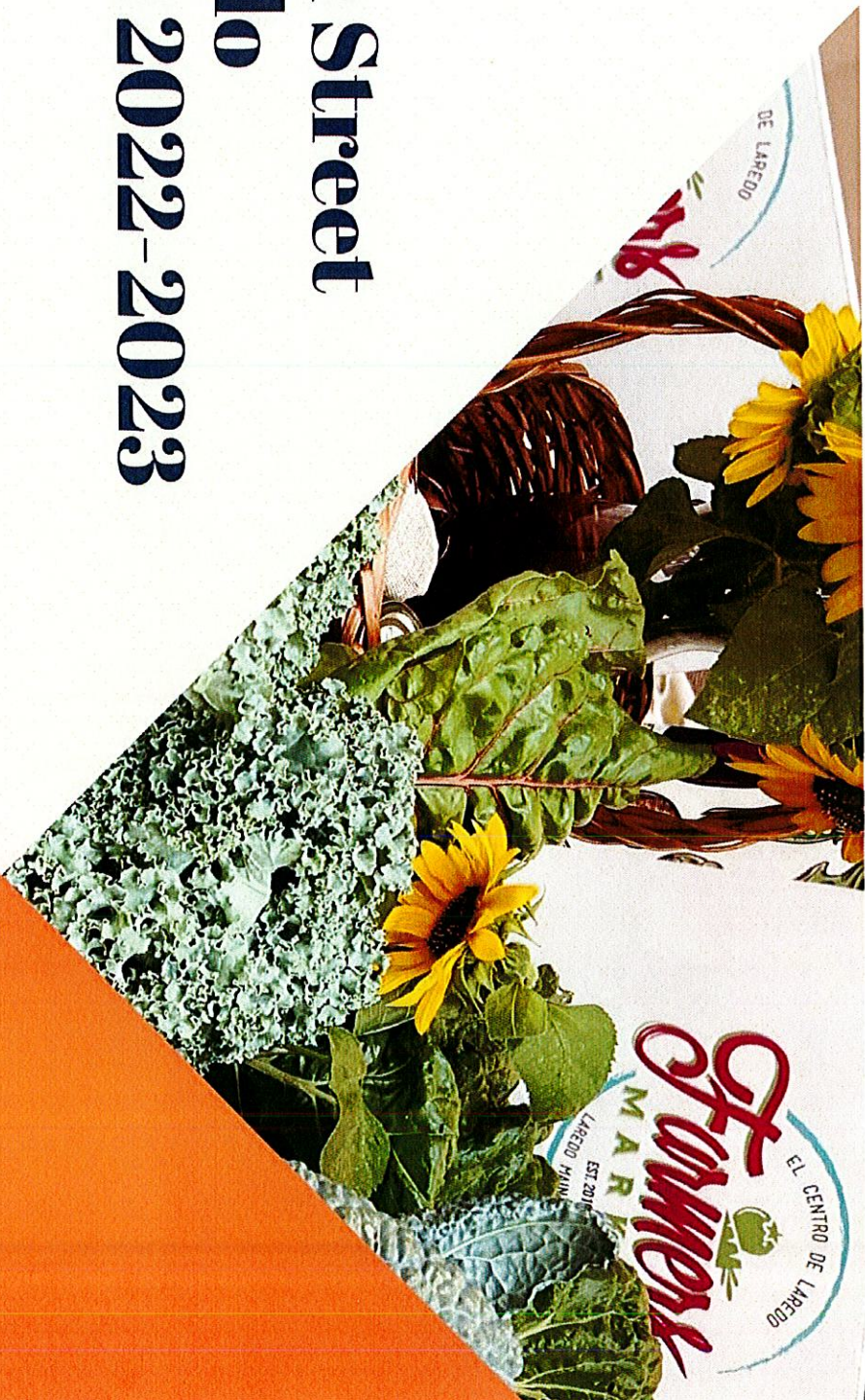
Attachments

Laredo Main Street Exhibit
Laredo Main Street contract



Laredo Main Street City of Laredo Service Plan 2022-2023

Presented By Marcela Uribe, Ph. D.
Executive Director



Laredo Main Street Program

MISSION

Our Mission is to promote the Economic Development of Downtown Laredo. Our goal is to foster community pride, engage stakeholders, and stimulate business and residential expansion.

HISTORY

Laredo Main Street was founded in 1998.

AFFILIATED

Affiliated by the Texas Historical Commission.

PURPOSE

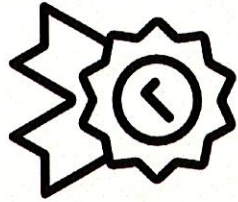
Helps with revitalization efforts by utilizing a four-point approach:
Organization, Economic Vitality, Promotion, and Design





El Centro de Laredo Farmers Market

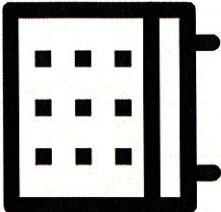
Promotion and Economic Development



ECLFM is the only Certified Farmers Market in the area



We provide fresh, local, and seasonal product from local producers



**When
Every third Saturday
of the month**

**The Outlet
Shoppes at Laredo**

**Where
Outlet Shoppes
11:00 am – 3:00 pm**



Our Proposal



We are proposing a
**Downtown Building
and Commercial
Inventory**



Downtown Laredo
was left in a fragile
state post COVID-19



We need reinvestment
and rehabilitation for
our area

Economic Development Strategy

Support the attraction, retention and expansion of businesses in the downtown area



Who are we?

Dr. Marcela Uribe

- Ph. D. from Virginia Tech
- Ten years of experience in community engagement programs
- Experience in quantitative and qualitative research

Nydia Robles

- Six years as Laredo Main Street Assistant Director
- Ample experience in Downtown



Our Assets

- Two full time employees
- Dr. Marcela Uribe, Executive Director
- Ms. Nydia Robles, Assistant Director



**COMMITTED
BOARD MEMBERS**



APPRAISER



REALTORS



BUSINESS OWNERS



REPRESENTATIVES OF PRIVATE AND PUBLIC SECTORS



DOWNTOWN ADVOCATES



Downtown Building and Commercial Inventory



Set the Foundation to Identify:



Retail spaces and categories



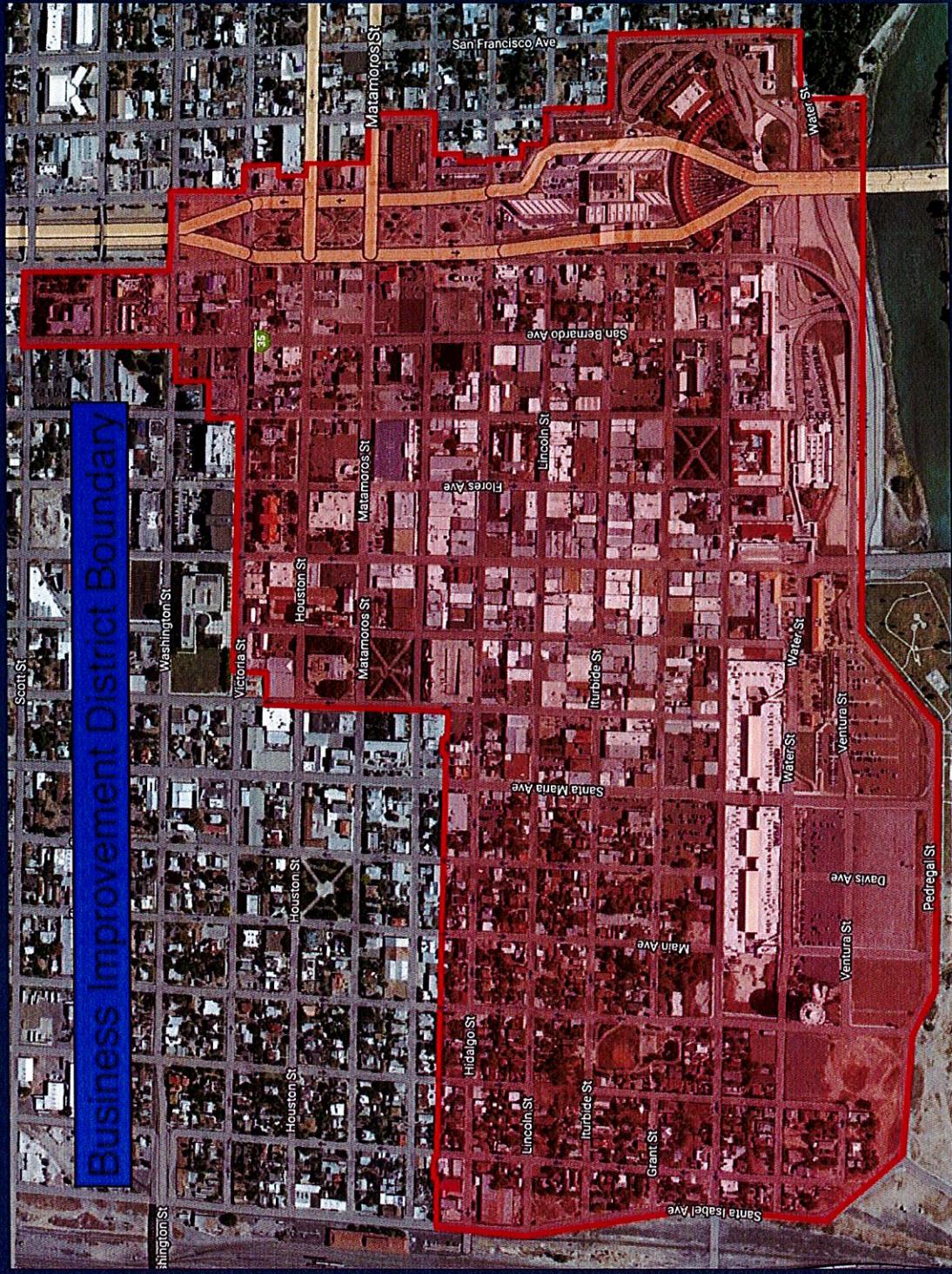
**Concentration of types of businesses and where they are located.
Example: It Street or City and County Buildings**



Opportunities for investment and future growth



Study Area: BID





Example:

- **Type of building:** public/private
- **Tax exempt properties:** Government: federal, state, county, city, school district (tax exempt properties) non-profit
- **Commercial:** consumer services, retail, food and beverage, non-profit

Phase I Physical Inventory

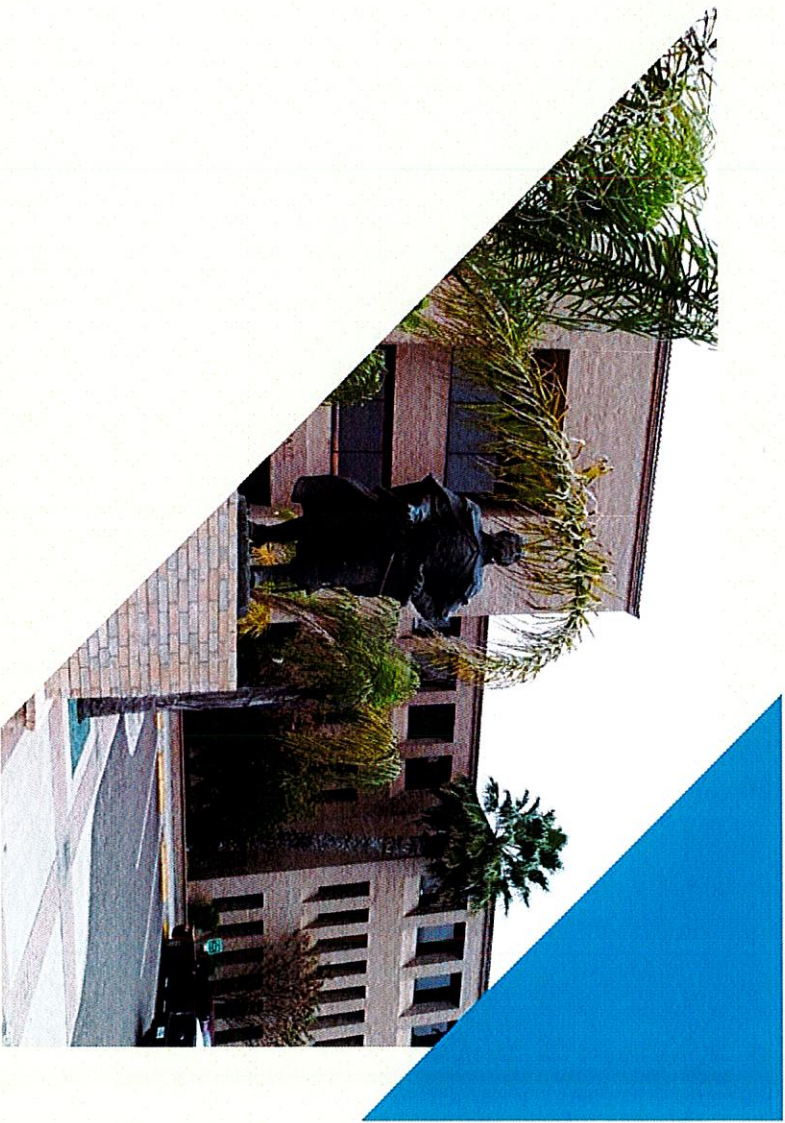
- **Development of survey**
- **Community Engagement Project**
- **Call for volunteers**
- **Training session**
- **Include a description of physical characteristics of the building**

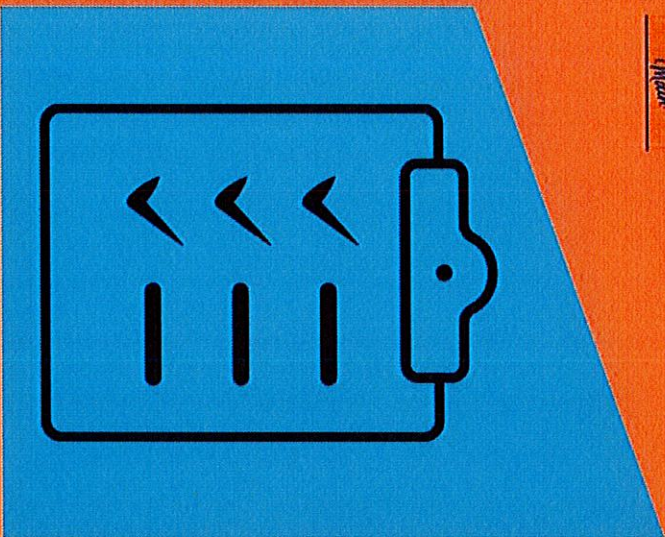


Example: City Hall

Exterior Condition

- Clean
 - No trash inside the building
 - No trash on the exterior
- Canopy
 - Broken,
 - Turned
 - Missing
- Windows
 - Broken windows
 - Shuttered
 - Black out
- Empty





Phase II: Self Assessment Survey

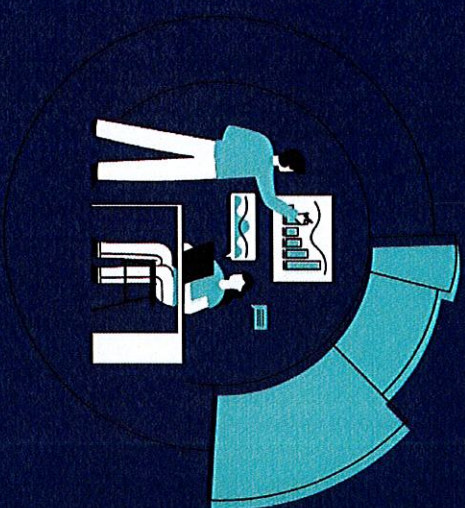
- Self assessment survey - short phone questionnaire
- Will cross-reference information with building owners

Example: Information on sprinkler systems



Dissemination of Results

Laredo Main Street



Share results with the City of Laredo

Thank
you!



AGREEMENT

This Agreement (this "Agreement") is made and entered into by and between the City of Laredo, Texas, a home-rule Texas Municipal Corporation ("the City") and Laredo Main Street (Contractor"), a ENTITY TYPE located at ADDRESS (collectively, "the Parties").

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City, agree as follows:

1. Scope of Services. Contractor shall undertake and complete the following services as more specifically described in the document attached hereto and incorporated herein by reference as Exhibit A ("the Services").

2. Commencement of Services. Contractor shall begin Services immediately upon receipt of a fully executed copy of this Agreement.

3. Term. This Agreement shall be for a term ("the Initial Term") beginning on the Effective Date entered below and ending on the earlier of: a) (if applicable) the date all of the Services are complete, and the Compensation has been fully paid; or b) One (1) year(s) from the Effective Date. Either Party may extend the Initial Term for an additional period of x year(s) by notifying the other Party in writing of its request to extend the term, such notice being sent at least sixty (60) days prior to the end of the Initial Term. The Party receiving the request for extension may reject the extension by notifying the requesting Party in writing of its rejection of the requested extension, such notice being sent at least thirty (30) days prior to the end of the Initial Term.

4. Compensation. In consideration for the Services performed by Contractor, the City agrees to pay Contractor in the amounts and manner indicated on the document attached hereto and incorporated herein as Exhibit "B", provided that the total amount for services under this Agreement shall not exceed Seventy Thousand Dollars (\$70,000.00). The City shall pay properly invoiced amounts for Services performed within thirty (30) days of receipt of the invoice, except where the City has raised an objection to the invoice. Contractor shall provide periodic updates on status of work completed at least every forty five (45) days.

5. Confidentiality and Ownership of Documents. Contractor shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of Services and payment of the

Compensation owed, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by Contractor.

6. Insurance. Contractor shall procure, at its own expense, general liability insurance with a minimum per occurrence limit of one million dollars (\$1,000,000.00) and additional coverage sufficient to cover the Services being provided under this Agreement as determined by the City. Contractor shall provide the City with written notice of any coverage limit change on the insurance. Contractor shall provide the City with proof of insurance required hereunder. The City shall be named as an additional insured on the policy.

INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7. Termination. Either Party may terminate this Agreement by providing sixty (60) days written notice to the other Party.

8. Non-Discrimination. Contractor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.

9. Independent Contractor. Contractor shall be fully responsible for its

employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.

10. No Third Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction located in Webb County, Texas.

12. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.

13. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the City, to:

City of Laredo
Attention: City Manager
1110 Houston St.
Laredo, TX 78040

In case of Contractor, to:

With courtesy copy email to:

14. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

15. Amendment. No amendment to this Agreement shall be effective unless in writing signed by both parties.

16. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws applicable to the services to be performed under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals and effective as of the _____ day of _____, 2022 (“the Effective Date”).

CITY OF LAREDO

CONTRACTOR

BY: _____
Rosario C. Cabello,
Interim City Manager

BY: _____

APPROVED AS TO FORM:

ATTESTED:

BY: _____
Doanh “Zone” T. Nguyen ,
City Attorney

BY: _____
Jose A. Valdez Jr,
City Secretary

EXHIBIT LIST:
EXHIBIT “A” – SCOPE OF SERVICES
EXHIBIT “B” – PRICING

Exhibit A – Scope of Services

Laredo Main Street will provide the following services under the Agreement.

Phase 1 – Physical Inventory of structures within area identified as Business improvement District and more specifically described in attached Exhibit A-1.

Phase 2 – Phone Survey of structures included in Physical Inventory produced during Phase 1.

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Riazul Mia, P.E., Assistant City Manager

Staff Source: Ramon E. Chavez, P.E., City Engineer; Juan J. Gomez, Parks and Recreation Director

SUBJECT

Consideration for approval of the Independence Hills Park Basketball Shade Project FY21-ENG-013 as complete, release of retainage and approval of final payment in the amount of \$40,717.60 to ALC Construction, Laredo, Texas. The final construction contract amount is \$407,176.00 and a total of one hundred twenty (120) working days. Funding is available in the 2021A C.O. Bond.

PREVIOUS COUNCIL ACTION

On October 4, 2021, City Council approved to award construction contract FY21-ENG-013 to the lowest responsible responsive bidder ALC Construction, Inc., Laredo, Texas, in the amount not to exceed \$332,176.00 for the Independence Hills Park Basketball Shade Project to include a metal frame structure with reinforced concrete columns approximately (76' X 104') to include lighting with a construction contract time of 60 working days; and authorized the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents.

On May 2, 2022, City Council approved change order No. 1, an increase of \$75,000.00, and additional time of 60 working days, for the replacement of six (6) suspended rear braced stationary basketball backstops, including backboard and goals to ALC Construction, Laredo, Texas., for the Independence Hills Park Basketball Shade Project-FY21-ENG-013. Current total contract amount including change order No.1 is \$407,176.00, and contract time is 120 working days.

BACKGROUND

This project consists of metal frame structure with reinforced concrete columns approximately (76' X 104) to include lighting and wiremesh to control the migration of Birds. Located at 1102 N. Merida Dr. at Independence Hills Regional Park. Bid specifications were prepared in-house by Engineering Department staff.

COMMITTEE RECOMMENDATION

Approval of this motion.

STAFF RECOMMENDATION

Approval of this motion.

Fiscal Impact

Fiscal Year: 2022
Budgeted Y/N?: y
Source of Funds: 2021A CO BOND
Account #: 474-9878-535-9301
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Funding is available in 2021A Co Bond \$ 75,000.00

Fiscal Year: 2022
Budgeted Y/N?: y
Source of Funds: 2021A CO BOND
Account #: 474-0000-206-0100
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Funding is available in 2021A CO Bond \$ 40,717.60

Attachments

Status Report
Final Payment



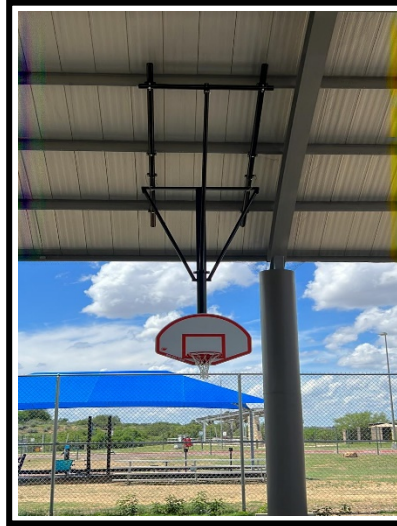
CITY OF LAREDO

ENGINEERING DEPARTMENT

PROJECT STATUS REPORT

Date: September 9, 2022

PROJECT NAME:	Independence Hills Park Basketball Shade Project-FY21-ENG-013		
ENGINEER:	City of Laredo Engineering Department	CONTRACTOR:	ALC Construction, Laredo, Tx.
CONTRACT AMOUNT:	\$407,176.00	PROJECT COMPLETION:	100%
CONTRACT TIME:	120 Working Days	ESTIMATED COMPLETION:	September 2022



CITY OF LAREDO
CONTRACTOR'S APPLICATION FOR PAYMENT

PROJECT: Independence Hills Park Basketball Shade

ESTIMATE NO: 7 FINAL

DATE FROM: 12/29/21
TO: 9/01/22

ORIGINAL CONTRACT: \$332,176.00

TOTAL WORK TO DAY: \$407,176.00

CHANGE ORDERS: \$75,000.00

MATERIALS ON HAND:

10% RETAINAGE: \$40,717.60

TOTAL TO DATE: \$407,176.00

PREVIOUS PAYMENTS \$366,458.40

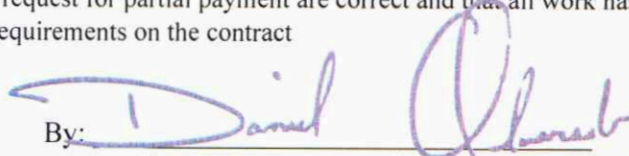
COMPLETE: 100%

AMOUNT DUE: \$ 40717.60

CERTIFICATE OF CONTRACTOR:

I certify that all items and amounts shown on this request for partial payment are correct and that all work has been performed and/or materials supplied in full in accordance with the requirements on the contract Documents.

(CONTRACTOR)

By: 

Signature

Date 9/06/22

Daniel Alvarado

Print Name

CERTIFICATE OF FIELD REPRESENTATIVE:

I have checked this request for partial payment against the notes and reports of my inspections of the project and in my opinion the statement of work performed and/or material supplied is accurate and that the contractor observing the requirements of the contract documents.

(INSPECTOR)

By: _____
Signature Date

Joe Gutierrez

Print Name

CERTIFICATE OF ENGINEER:

I certify that I have checked and verified the above and foregoing request for partial payment and that it is a true and correct statement of work performed and/or material supplied by the contractor and that same has been performed and/or supplied in full accordance with the requirements of the contract documents.

(CONSULTANT)

By: _____
Signature Date

Print Name

RECOMMENDED FOR PAYMENT:

VERIFIED FOR PAYMENT:

Ramon Chavez, P.E., City Engineer

Engineering Project Manger

DATE: _____

DATE: _____

APPROVED FOR PAYEMANT: DATE:

Finance Department

**AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
AND RELEASE OF LIENS**

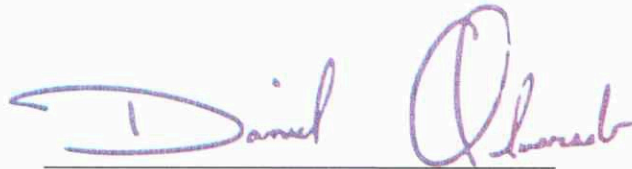
TO: CITY OF LAREDO

PROJECT: **Independence Hills Park Basketball Shade**

WEBB COUNTY, TEXAS

By this instrument the undersigned contractor engaged in the construction of the above project certifies that on this date, or anytime prior thereto, except listed below, contractor has paid in full or has otherwise satisfied all obligations for all materials and for all known indebtedness and claims against the project, its land, improvements and equipment of every kind.

The undersigned hereby certifies that he has received all payments currently due under his contract for work on the project above referred. Therefore, the undersigned does hereby waive and/or release any and all liens against the property, project and as of the 6th day of September, 2022,



ALC Construction, co; Inc,
Daniel Alvarado, President

STATE OF TEXAS:

COUNTY OF Webb :

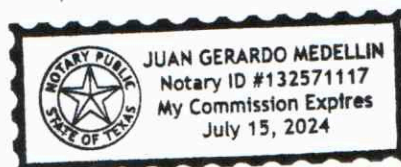
Before me, the undersigned authority, on this day personally appeared Daniel Alvarado known to me to be the person whose name is subscribed to the foregoing instrument, and being first duly sworn, acknowledge to me that he executed the same for the purposes and consideration therein expressed and declared to me that the statements therein are true.

SWORN AND SUBSCRIBED TO BEFORE ME THIS 6th DAY OF September 2022

NOTARY PUBLIC

MY COMMISSION EXIPRES

July 15, 2024



FORM LETTER FOR CERTIFICATE OF WARRANTY

DATE: Sep,06, 2022

City of Laredo
Webb County, Texas

Re: "Independence Hills Park Basketball Shade"

Dear Sirs:

ALC Construction, Inc. guarantees all materials and workmanship on the above referred project to be free of defects for a period of one (1) year from the date of acceptance by the owner. Upon notice, any defective materials or faulty workmanship developing within this period will be replace at no cost to the owner.

Sincerely,

Daniel Alvarado
President

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Webb

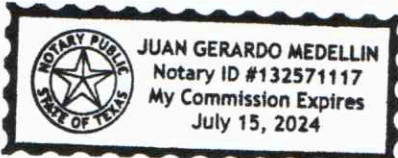
Before me, Notary Public for and in Webb County, State of TX on this personally appeared Daniel Alvarado known to me to be person(s) whose name(s) subscribed to the foregoing affidavit and acknowledge to me that he executed the same for the purpose and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 6th DAY OF September, 2022.

Notary public in and for

County, State of _____

My Commission Expires: July 15, 2024



SCHEDULE OF VALUES
PROJECT NAME: Independence Hills Park Basketball Shade
ALC Construction Co., Inc.

TOTAL WORK TO DATE: \$ 407,176.00
MATERIAL ON HAND:
10% RETAINAGE: \$ -
PREVIOUS PAYMENT: \$ 366,458.40
NET AMOUNT DUE: \$ 40,717.60

ESTIMATE NUMBER: 7 FINAL
APPLICATION DATE: 9/05//2022
PERIOD FROM: 12/29/2021
PERIOD TO: 9/01//2022

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	Retainage 10%
ITEM NO.	DESCRIPTION OF WORK	CONTRACT				WORK COMPLETED				TOTAL COMPLETED		%	BALANCE		
		QUANTITY	UNIT PRICE	UNIT	AMOUNT	PREVIOUS QUANTITY	APPLICATION AMOUNT	THIS APPLICATION QUANTITY	APPLICATION AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT		COMPLETE	TO FINISH	
	General Requirements														
1	Mobilization	1	\$ 4,000.00	LS	\$ 4,000.00	1	\$ 4,000.00	0	\$ -		1.00	\$ 4,000.00	100%	\$ -	\$ 400.00
2	Bonding, Insurance & Permits	1	\$ 15,000.00	LS	\$ 15,000.00	1	\$ 15,000.00	0	\$ -		1.00	\$ 15,000.00	100%	\$ -	\$ 1,500.00
3	Perimeter Safety-Fence	1	\$ 6,000.00	LS	\$ 6,000.00	1	\$ 6,000.00	0	\$ -		1.00	\$ 6,000.00	100%	\$ -	\$ 600.00
4	General Clean-up	1	\$ 4,000.00	LS	\$ 4,000.00	1	\$ 4,000.00	0	\$ -		1.00	\$ 4,000.00	100%	\$ -	\$ 400.00
	Sub-Total			LS	\$ 29,000.00		\$ 29,000.00		\$ -			\$ 29,000.00		0.00	\$ 2,900.00
	Base Bid Metal structure														
5	Professional Engineer fee	1	\$ 10,000.00	LS	\$ 10,000.00	1	\$ 10,000.00	0	\$ -		1.00	\$ 10,000.00	100%	\$ -	\$ 1,000.00
6	Metal Structure	1	\$ 85,000.00	LS	\$ 85,000.00	1	\$ 85,000.00	0	\$ -		1.00	\$ 85,000.00	100%	\$ -	\$ 8,500.00
7	24" Dia Concrete Piers	10	\$ 9,400.00	EA	\$ 94,000.00	1	\$ 94,000.00	0	\$ -		1.00	\$ 94,000.00	100%	\$ -	\$ 9,400.00
8	New Metal Decking	1	\$ 58,988.00	LS	\$ 58,988.00	1	\$ 58,988.00	0	\$ -		1.00	\$ 58,988.00	100%	\$ -	\$ 5,898.80
9	Wire Mesh to Prevent Bird Netting	1	\$ 6,176.00	LS	\$ 6,176.00	1	\$ 6,176.00	0	\$ -		1.00	\$ 6,176.00	100%	\$ -	\$ 617.60
	Sub-Total				\$ 254,164.00		\$ 254,164.00		\$ -			\$ 254,164.00	100%	0.00	\$ 25,416.40
	Lighting														
10	Base Bid Lighting	1	\$ 21,000.00	LS	\$ 21,000.00	1	\$ 21,000.00	0	\$ -		1.00	\$ 21,000.00	100%	\$ -	\$ 2,100.00
	Permanent Perimeter fence											\$ -			\$ -
11	Chain link Fence 10' high	376	\$ 74.50	LF	\$ 28,012.00	376	\$ 28,012.00	0	\$ -		376.00	\$ 28,012.00	100%	\$ -	\$ 2,801.20
12	Change Order #1(6 ceiling basketball goals)	1	\$ 75,000.00	LS	\$ 75,000.00	0	\$ -	0	\$ -		0.00	\$ 75,000.00	100%	\$ -	\$ 7,500.00
	Sub-Total				\$ 124,012.00		\$ 49,012.00		\$ -			\$ 49,012.00		\$ -	\$ 4,901.20
	Total project cost				\$ 407,176.00		\$ 332,176.00		\$ -			407,176.00		0.00	\$ 40,717.60



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Benavides Insurance Agency 8610 McPherson Ste 130 Laredo, TX 78045	CONTACT NAME: Manuel Benavides PHONE (A/C, No, Ext): 956-712-4564 E-MAIL ADDRESS: benavidesinsurance@gmail.com FAX (A/C, No): 956-791-6363																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Progressive County Mutual Ins Co</td> <td>29203</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Progressive County Mutual Ins Co	29203	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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INSURER B :																					
INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED ALC CONSTRUCTION CO. INC. 3706 Flores Avenue Laredo TX 78041																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

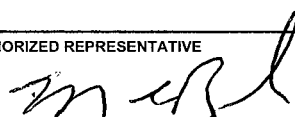
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y Y	957820053	05/02/2022	05/02/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Collision Deduc \$ 1,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Automobile Liability	Y Y	957820053	05/02/2022	05/02/2023	Non-Owned Physical Damage \$15,000 Hired Auto Liability \$1,000,000 C.S.L

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Vehicle Covered	Vin#	Coverage
2016 GMC SIERRA	1GT42VC80GF132144	Comprehensive & Collision Deductible \$1,000

CERTIFICATE HOLDER **CANCELLATION**

City of Laredo 1110 Houston Street Laredo TX 78040	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 
--	---



ALCCONS-01

STEPHANIERUBIO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/22/2022

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 IBC Insurance Agency, LTD 5800 San Dario Avenue 2nd Floor Laredo, TX 78041	CONTACT NAME: Stephanie Rubio	
	PHONE (A/C, No, Ext): (956) 722-6500 28757	FAX (A/C, No): (956) 728-7570
E-MAIL ADDRESS: stephanierubio02@ibc.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Evanston Insurance Company		35378
INSURER B : Service Lloyds Insurance Company, A Stock Company		43389
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

ALC Construction Co., Inc.
3706 Flores Avenue
Laredo, TX 78041

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	3AA4542013	2/15/2022	2/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	SLICWC04786500	2/7/2022	2/7/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Concrete or Cement Work - Driveways, Sidewalks, Curbs, Gutters

Blanket Additional Insured & Waiver of Subrogation applies to City of Laredo.

Project: McPherson Rd & Shiloh Drive, Southbound Right Turn Lane Project #FY22-ENG-0

CERTIFICATE HOLDER

CANCELLATION

City of Laredo 1110 Houston St Laredo, TX 78040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. () Specific Waiver
Name of person or organization
(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
3. Premium: 44
The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: 44

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 02/07/2022 Policy No. SLICWC0476500 Endorsement No.
Policy Effective Date: 02/07/2022 to 02/07/2023 Premium \$
Insured: ALC Construction CO, Inc.

DBA:
Carrier Name / Code: Service Lloyds Insurance Company

Countersigned by [Signature]



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:

Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery

Additional Premium: \$ Included

The following is added to Condition **8**. Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: \$Included (Check box if fully earned)

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
 2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Riazul Mia, P.E., Assistant City Manager

Staff Source: Ramon E. Chavez, P.E. City Engineer

SUBJECT

Consideration to award construction contract FY22-ENG-25 for the Sames Auto Arena Roof Replacement to the lowest responsible responsive bidder Abba Construction, LLC., including the total base bid plus contingency allowance in the amount not to exceed \$3,013,999.00 consisting of the replacement of polyisocyanurate insulation on rooftop surfaces, repair and adjustment of scuppers, drains, mechanical equipment, antenna equipment, other miscellaneous rooftop items, five (5) year full system contractor warranty, twenty (20) year No Dollar Limit (NDL) full system manufacturer's warranty, project located at 6415 Sinatra Parkway; with a construction contract time of two hundred seventy (270) calendar days, and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Funding is available in the Sports Venue Fund-Renewal & Replacement Fund. (Contingent upon approval of Resolution 2022-R-162.)

One (1) electronic bid through Cit-E-Bid and two (2) manual bids were received at the City Secretary's on Thursday, July 28, 2022, at 4:00 P.M. The three (3) bids were publicly opened, read and taken under advisement on Friday, July 29, 2022, at 11:00 A.M. as follows:

Bidder	Base Bid (Lump Sum)	Contingency (Lump Sum)	Total Base Bid plus Contingence	Alternate #1 (annual roof maintenance agreement)	Original Bid Bond (submitted)
Melo Roofing Construction and Renovation	\$543,750.00	\$550,000.00	\$1,093,750.00	\$32,000.00	No
Abba Construction, LLC	\$2,293,999.00	\$720,000.00	\$3,013,999.00	\$29,000.00	Yes
Summit Building & Design	\$4,070,879.00	\$720,000.00	\$4,790,879.00	\$3,995.00	Yes

Attached recommendation letter from Terracon Consultants, Inc. for the City of Laredo to award contract for this project.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The project consists of: Replacement of polyisocyanurate insulation on rooftop surfaces of Sames Auto Arena. Additional construction items include the repair and adjustment of scuppers, drains, mechanical equipment, antenna equipment and other miscellaneous rooftop items. Project site is located at 6415 Sinatra Parkway, Laredo, TX 78041.

Construction contract time for the project is two hundred seventy (270) calendar days.

One (1) electronic bid through Cit-E-Bid and two (2) manual bids were received at the City Secretary's on Thursday, July 28, 2022, at 4:00 P.M. The three (3) bids were publicly opened, read and taken under advisement on Friday, July 29, 2022, at 11:00 A.M. as follows:

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Abba Construction, LLC	\$2,293,999.00	\$720,000.00	\$3,013,999.00	\$29,000.00	Yes
Summit Building & Design	\$4,070,879.00	\$720,000.00	\$4,790,879.00	\$3,995.00	Yes

The bids and bid bonds received were reviewed by Terracon Consultants, Inc. and recommend for the City of Laredo to award contract for this project per attached recommendation letter.

Melo Roofing Construction and Renovation did not submit an original bid bond, therefore their bid was not considered.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of this motion.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in 256-7911-513-2010.

Attachments

ABBA Response

MELO Response

SUMMIT Response

Recommendation Letter



FY22-ENG-25 Addendum 3 ABBA CONSTRUCTION, LLC Supplier Response

Event Information

Number: FY22-ENG-25 Addendum 3
Title: Sames Auto Arena Roof Replacement
Type: Request For Bid
Issue Date: 6/1/2022
Deadline: 7/28/2022 04:00 PM (CT)
Notes: Bidders may submit their Request for Bid electronically through the use of Cit-E-Bid or in person - hand delivery. Bids without the required check or original bond will NOT be considered. Mailed responses (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile responses will NOT be considered. Copies of the construction plans and specifications may be viewed and/or downloaded free of charge from the City of Laredo website at: <https://www.cityoflaredo.com/bids-and-rfps.html>
<https://cityoflaredo.ionwave.net/>

Construction Companies may submit their Request for Bid electronically through the use of Cit-E-Bid and you must register as a supplier/consultant prior to submitting. If

bidder needs to hand-deliver sealed Request For Bid, please follow the steps below:

MANUAL REQUEST FOR BID DROP OFF-PROCEDURES

Note: Manual Bids will be accepted at the City Secretary's office on or before the specified date and time.

1. Please make sure that the bid is in a sealed envelope marked with the following:

- Request for Bid Title
- Name of Company submitting Bid
- Address of Company submitting Bid
- Phone number of Company submitting Bid

2. Please notify front desk downstairs that you are there to drop off a Request for Bid with the City Secretary's office. The front desk receptionist will notify the City Secretary's office to receive the package.

3. All persons shall follow specific instructions to deliver their bid(s) to the City Secretary's office. **(We highly recommend persons to wait to receive a copy of the time-stamped envelope.)**

Thank you for your understanding and help at this time of trying to stay healthy and safe.

Contact Information

Contact: Ramon E. Chavez, P.E.
Address: 1110 Houston St. (2nd Floor)
Laredo, TX 78040
Phone: (956) 791-7346
Email: rchavez@ci.laredo.tx.us

ABBA CONSTRUCTION, LLC Information

Address: P.O. Box 451441
Laredo, TX 78045
Phone: (956) 324-9343
Email: abbaconstructionusa@gmail.com
Web Address: www.abbaconstructionusa.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jacob C. Flores

Signature

Submitted at 7/28/2022 03:43:03 PM (CT)

projects@abbaconstructionusa.com

Email

Requested Attachments

TAB A - COMPANY INFORMATION QUESTIONNAIRE TAB_A_-_Company_Information_Questionnaire (1).pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

TAB B - Conflict of Interest Disclosure TAB_B_-_Conflict_of_Interest_Disclosure (1).pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab C - Non-Collusive Affidavit TAB_C_-_Non-Collusive_Affidavit (1).pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab D - Discretionary Contracts Disclosure TAB_D_-_Discretionary_Contracts_Disclosure (1).pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab E - Certificate of Interested Parties (Form 1295) TAB_E_-_Certificate_of_Interested_Parties_Form_1295.pdf

Form 1295 must be submitted to the Texas Ethics Commission within ten (10) days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Sames Auto Arena Reroof - Specifications Sames Auto Arena Reroof - Specifications (1).pdf

Bidders shall review and include all documents required as part of the bid package for this project

Sames Auto Arena Reroof - Executed Drawings Sames Auto Arena Reroof - Executed Drawings.pdf

Bidders shall review and be familiar with the complete set of construction documents for this project.

Addendum 1 Addendum 1 (Signed).pdf

Bidders shall review and acknowledge Addendum No.1

WTI Tremco Initial Leak Investigation WTI Tremco Initial Leak Investigation.pdf

Bidders shall review report

WTI Tremco Field Report #1 WTI Tremco Field Report #1.pdf

Bidders shall review report

City of Laredo Memorandum - Roof Inspection City of Laredo Memorandum - Roof Inspection.pdf

Bidders shall review report

2022 Event Schedule 2022 Event Schedule.pdf

Bidders shall review Sames Auto Arena schedule

2023 Event Schedule 2023 Event Schedule.pdf

Bidders shall review Sames Auto Arena schedule

Sames Auto Arena Roof Replacement -Addendum 002 -July 20 2022 (Addendum No. 2)

Bidders shall acknowledge Addendum No. 2

Addendum No. 3

Bidders shall acknowledge Addendum No. 3

Response Attachments

SUBCONTRACTORS & MATERIAL SUPPLIERS.pdf

Subcontractors & Material Suppliers

Superintendent - Jacob C. Flores.pdf

Superintendent

Carlisle Letter.pdf

Letter from Carlisle

Bid Attributes

1 1.0 GENERAL TERMS AND CONDITIONS FOR REQUEST FOR BID

Interested Respondents or Bidders are required to submit a Request for Bid (RFB) upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents of the City of Laredo shall not be cause to alter the original contract or for a bidder to request additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the services being requested. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the bidder. (c) Bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB, as well as in the performance of the contract. (d) Bidders are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. (e) The City of Laredo reserves the right to reject any RFB (submittals). (f) The City of Laredo will not reimburse any firm for any costs involved in the preparation and submission of an RFB, amendments or other relevant documents associated with the RFB.

I agree to the General Terms and Conditions (I agree to the General Terms and Conditions)

2 2.0 PREPARATION OF SUBMITTALS

Submittals shall be prepared in accordance with the following:

(a) **Bidders may submit their proposals electronically through the use of the City of Laredo's electronic procurement system: *Cit-E-Bid***, or in-person – hand-delivered to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas 78040. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (b) If hand-delivered, all information required by the Request For Bid shall be furnished. The bidder shall print or type the business name and manually sign the schedule. (c) Alternate Proposals will not be considered unless authorized by the invitation for submittals or any applicable addendum.

I have read and understand this section (I have read and understand this section)

3 3.0 SUBMISSION OF BIDS

(a) Request for Bid (RFB) and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the opening. (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas, 78040. (c) RFB forms can be downloaded and printed through Cit-E-Bid. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (d) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

I have read and understand this section (I have read and understand this section)

4 4.0 REJECTION OF REQUEST FOR BID

The City may reject a Request For Bid (RFB) if:

(a) Bidder misstates or conceals any material fact in the RFB. (b) RFB does not strictly conform to the law or the requirements of the RFB. (c) Bidder is delinquent in the payment of taxes, including state and local, City of Laredo taxes; a bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (d) No RFB submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The bidder will submit such reports as the City may, therefore, require assuring compliance with said practices. (e) The City may reject all RFB's or any part of an RFB whenever it is deemed necessary.

I have read and understand this section (I have read and understand this section)

5 5.0 WITHDRAWAL OF REQUEST OF BID

Bids or proposals may not be withdrawn after they have been opened unless approved by the City Council.

I have read and understand this section (I have read and understand this section)

6 6.0 LATE SUBMITTALS OR MODIFICATIONS

RFB's and modifications received after the time set for the bid or proposal receiving deadline will **not** be considered. Late bids or submittals shall be returned to the bidder or vendor unopened.

I have read and understand this section (I have read and understand this section)

7 7.0 CLARIFICATIONS OR OBJECTION TO REQUEST FOR BID (RFB/Submittal)

If any person contemplating submitting an RFB for this contract is in doubt as to the true meaning of the specifications, or other RFB documents or any part thereof, they may submit to the City Purchasing Agent or City Engineer. All requests for information shall be made in writing through email or Question & Response section on Cit-E-Bid system no later than the Question Deadline date to : CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue Laredo, TX 78041; email: mpescador@ci.laredo.tx.us and/or CITY ENGINEER Ramon E. Chavez, P.E., 1110 Houston St., Laredo, TX 78040; email: rchavez@ci.laredo.tx.us. Any bidder submitting questions shall make reference to a specific RFB number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent or City Engineer to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the RFB during the RFB process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document.

PROTEST

The following sequence of activities must take place in filing a protest:

(a) To be performed by protesting Respondent: Within ten (10) calendar days prior to the time that the City Council considers the recommendation of the City's evaluation committee, the protesting Respondent must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest. (b) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting Respondent of the decision. (c) If the protesting Respondent is not satisfied with the decision of the City Purchasing Officer, such protesting Respondent may appeal to the City Manager of the City of Laredo. If the protesting Respondent cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. (d) All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

The respondents must agree to maintain current, updated disclosure of information on file with the City's Purchasing Office throughout the term of the contract.

Respondents doing business with the City of Laredo shall comply with all applicable provisions of the City of Laredo's Code of Ethics. **Ordinance No. 2012-0-126 (as amended).**

The City will require any and all Respondents to submit a **Non-Collusive Affidavit (Form C)**. The Respondent will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Respondent/Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondent/Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Respondent/Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Respondent/Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

The City will require several forms to be submitted as part of their bids; these required forms are listed on section **20.0 Checklist (required forms)**.

I have read and understand this section (I have read and understand this section)

8 8.0 AWARD OF CONTRACT

The selection and award shall be based on the basis of being the lowest responsive responsible bidder, demonstrated competence and qualifications to perform the services. The bidder or vendor shall bear the burden of proof of compliance with the City of Laredo Engineering Department specifications.

I have read and understand this section (I have read and understand this section)

9 9.0 PAYMENTS & INVOICING

All invoices to the City of Laredo have a 30-day term from receipt of completion of services. All invoices shall be mailed to the **Engineering Department, 1110 Houston St., City Hall (2nd Floor), Laredo, Texas 78040**. Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to jjolly@ci.laredo.tx.us. For more information, please contact **Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7328**.

I have read and understand this section (I have read and understand this section)

10 10.0 CONTRACT REQUIREMENTS

(a) CODE OF ETHICS - Consultants, firms, contractor or vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo’s Code of Ethics (Ordinance 2012-O-126 as amended) Consultants, firms, contractor or vendors may be required to participate in Code of Ethics training.

(b) PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD - A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

(c) COMPANY INFORMATION QUESTIONNAIRE (Form Attached: Section -Tab A) - This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.

(d) CONFLICT OF INTEREST DISCLOSURE (Form Attached: Section -Tab B) - This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.

(e) NON-COLLUSIVE AFFIDAVIT (Form Attached: Section -Tab C) - The City of Laredo requires consultants, firms, contractors, and vendors to submit a Non-Collusive Affidavit. Consultants, firms, contractors, or vendors will be required to state that the party submitting a SOQ, proposal or bid, that such SOQ, proposal or bid is genuine and not collusive or sham; that said respondent or bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other respondent or bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other respondent or bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said response, proposal or bid are true.

(f) DISCRETIONARY CONTRACTS DISCLOSURE (Form Attached: Section -Tab D)

This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.

(g) CERTIFICATE OF INTERESTED PARTIES (Form 1295) (Form Attached: Section -Tab E)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/filinginfo/1295/>. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a

business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

(h) TITLE VI ASSURANCE

The Engineering Department for the City of Laredo along with the Texas Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. ss 2000d to 2000d-4) and the Regulations, hereby notifies all providers that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Statements of Qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

(i) INSURANCE REQUIREMENTS

Contractor shall provide and continuously maintain the minimum insurance coverage set forth below during the term of its agreement with the City of Laredo; and Contractor shall require its subcontractors to purchase the same types and amounts of insurance, at a minimum, as set forth below with respect to statutory workers' compensation and liability insurance.

1. Commercial general liability standard ISO insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include: products/completed operations (\$2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.

2. Workers' compensation insurance at statutory limits, including employers' liability coverage at minimum limits of \$1,000,000 each-occurrence, each accident/\$1,000,000 by disease each occurrence/\$1,000,000 by disease aggregate.

3. Commercial automobile liability insurance at a minimum combined single limit of \$1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.

4. Umbrella liability or following-form excess liability at minimum limits, reference page four for project costs over \$1,000,000. Coverage must be at least as broad as the underlying commercial general liability, auto liability, and employer's liability.

5. Pollution Legal Liability if applicable:

a) Project costs of \$1,000,000 to \$10,000,000 and over \$10,000,000; reference page four for limits.

b) Contractors Pollution Liability:

>Applies to operations that include the use, application, or consumption of pollutants.

>Retro date shall not be later than the inception date of contract.

>Contractual liability coverage to be included in contractor's pollution liability coverage.

c) Environmental Liability:

a. Applies to asbestos and removal of other hazardous materials and/or repair, maintenance, installation, construction operations that are high hazard.

> \$5,000,000 per-claim/\$10,000,000 aggregate minimum.

> Retro date shall not be later than the inception date of contract.

> Contractual liability coverage to be included in contractor's pollution liability coverage.

> At a minimum, coverage must apply to on-premises and transit operations.

6. Professional liability applies to professional services which include but are not limited to design build

contractors, engineers, and architects at minimum limits of \$1,000,000 per-claim/\$2,000,000 annual aggregate. The retro date shall not be later than the inception date of the contract. Reference page four for limits based on project cost.

7. Builders Risk if applicable:

- a) "All-risk" including collapse, flood, and earthquake, to be written on completed value form.
- b) Coverage to include limits of at least \$250,000 for off-premises storage and transit of construction materials. Soft costs to be included at a minimum limit of \$500,000.
- c) Thirty (30)-day occupancy clause to apply.
- d) No testing exclusion should apply.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. City of Laredo shall be named as an additional insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverage, except for the professional liability and workers' compensation.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of City of Laredo shall be contained in all policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that City of Laredo will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
6. The additional insured coverage in the CGL policy in favor of City of Laredo must apply to the ongoing operations of Contractor for contract costs or up to \$1,000,000 and expanded to include products completed operation for contract costs in excess of \$1,000,000.
7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to City of Laredo with a minimum *A.M Best* financial rating of A-VII.
10. Coverage for commercial general liability, professional liability, and pollution legal liability must be maintained for at least one (1) to two (2) years after the project is completed.
11. For projects in excess of \$10,000,000 in cost, a per-project aggregate limit must be included in the commercial general liability.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to City of Laredo within five (5) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

Shall specifically set forth the notice-of-cancellation or termination provisions to City of Laredo.

Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City of Laredo to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish City of Laredo with certified copies of all insurance policies. All of the above insurance provisions and limits are the minimum requirements, as referenced, and may be modified at the sole discretion of the City of Laredo.

BONDS

Bonds are required for public works contracts under the following circumstance:

1. A Bid or Proposal Bond is required in the amount of the bid submitted to the City of Laredo.
2. Performance Bond when the contract is in excess of \$100,000, in a personal sum equal to 100% of the contract cost.
3. Payment or Labor and Material Bond when a contract is in excess of \$50,000, each in a personal sum equal to 100% of the contract cost.

CITY OF LAREDO INSURANCE PROVISIONS AND LIMITS

CONTRACT COST	TYPE OF INSURANCE	LIMITS
Less than \$1,000,000	Umbrella Liability Professional Liability	Not Required \$1,000,000 Per-Claim \$2,000,000 Aggregate
\$1,000,000 to \$5,000,000	Umbrella Liability Professional Liability	\$4,000,000 Per-Occ \$1,500,000 Per-Claim \$3,000,000 Aggregate
\$5,000,000 to \$10,000,000	Umbrella Liability Professional Liability	\$9,000,000 to \$10,000,000 Per-Occ \$1,500,000 Per-Claim/ \$3,000,000 Aggregate to \$2,000,000 Per-Claim/ \$4,000,000 Aggregate
Over \$10,000,000	Umbrella Liability Professional Liability	\$10,000,000 or Higher \$2,000,000 Per-Claim/ \$4,000,000 Aggregate or Higher
\$1,000,000 to \$10,000,000	Contractor's Pollution Legal Liability	\$1,000,000 Per-Claim/ \$2,000,000 Aggregate
Over \$10,000,000	Contractor's Pollution Legal Liability	\$2,000,000 Per-Claim/ \$4,000,000 Aggregate
TAIL COVERAGE		
\$1,000,000 to \$5,000,000	Commercial General Liability Professional Liability, and Pollution Legal Liability	One (1) Year
Over \$5,000,000	Commercial General Liability	Two (2) Years

Professional Liability, and
Pollution Legal Liability

Any Contract Size

Hazardous Environmental Work

Two (2) Years

I have read and understand this section (I have read and understand this section)

1 1 11.0 SCOPE OF WORK

The City of Laredo will solicit and receive bids for FY22-ENG-25 Sames Auto Arena Roof Replacement.

The project consists of: Replacement of polyisocyanurate insulation on rooftop surfaces of Sames Auto Arena. Additional construction items include the repair and adjustment of scuppers, drains, mechanical equipment, antenna equipment and other miscellaneous rooftop items. Project site is located at 6700 Arena, Laredo, TX 78041.

Construction contract time for the project is Two Hundred (200) working days.

I have read and understand this section (I have read and understand this section)

1 2 12.0 BID OR PROPOSAL PREPARATION COST

The City of Laredo will not reimburse any proposer for any costs involved in the preparation and submission of bids, proposals, amendments or other relevant documents associated with the RFB.

I have read and understand this section (I have read and understand this section)

1 3 13.0 TERM OF AGREEMENT

Construction contract time for the project is two hundred (200) working days.

I have read and understand this section (I have read and understand this section)

1 4 14.0 GENERAL CONDITIONS

Interested bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB proposal, as well as in the performance of the contract.

Information contained in this document should not be considered all-inclusive. All questions or clarification regarding this RFB proposal request must be submitted to in writing to the City of Laredo Engineering and/or Purchasing Department on or before question deadline scheduled. All questions shall be made in writing, and the person submitting the request will be responsible for its prompt delivery.

City of Laredo Engineering Department
1110 Houston St.
Laredo, Texas 78040
(956) 791-7346

Each question, along with the City's response will be provided in writing to all prospective bidders and included as an addendum to the RFB document. Any verbal communication regarding this request for qualifications will be considered non-binding on either party.

I have read and understand this section (I have read and understand this section)

15.0 ADDITIONAL DISCUSSIONS
5 When determining the need for additional discussions following bid submission and evaluation, the City will determine based upon State procedures and the size and complexity of a project, the need for additional discussions following bid submission and evaluation.
 I have read and understand this section (I have read and understand this section)

16.0 TENTATIVE SCHEDULE FOR PROJECT AWARD
6
1st Advertisement: May 29, 2022
2nd Advertisement: June 5, 2022
Pre-Bid Meeting: June 8, 2022
Questions Deadline: July 15, 2022
Bid Due Date: July 28, 2022
Bid Opening Date: July 29, 2022
Anticipated City Council Award: August 15, 2022

Footnote: The City of Laredo reserves the right to adjust time and dates on above projected schedule if it's in the best interest of the City of Laredo. Contract awards will be awarded upon funding availability.
 I have read and understand this section (I have read and understand this section)

17.0 SPECIAL ACCOMMODATIONS
7
To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting. Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: **Special Accommodations, FY22-ENG-25 - Sames Auto Arena Roof Replacement. To request special accommodations pursuant to the Language Assistance Plan (LAP),** for those with limited English proficiency who need the RFB or other information translated into another language please notify the contact shown below.
Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: **Language Assistance Request, FY22-ENG-25 - Sames Auto Arena Roof Replacement.**
 I have read and understand this section (I have read and understand this section)

18.0 DISQUALIFICATION AND DEBARMENT CERTIFICATION
8
By submitting this Request for Bid, the bidder certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098** and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the bidder certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.
 I have read and understand this section (I have read and understand this section)

19	<p>19.0 DISPOSITION OF SUBMITTALS / TEXAS PUBLIC INFORMATION ACT ADHERENCE</p> <p>All bids or submittals and/or any portions thereof become the property of City upon receipt and will not be returned. Any information deemed to be confidential by bidder should be clearly noted on the page(s) where confidential information is contained. However, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by bidder may not be considered confidential under Texas law, or pursuant to a court order. The City of Laredo, by Records Management Ordinance No. 91-O-19, manages records from their creation to their ultimate disposition, consistent with the Texas Local Government Records Act and accepted records management practice; the City also follows the records retention guidelines set out by the Texas State Library and Archives Commission (TSLAC).</p> <p><input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>
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20	<p>27.0 REQUIRED FORMS AND CONTENTS OF RFB SUBMISSION</p> <p>For an RFB to be considered it must contain the following information:</p> <p>-</p> <p><u>CHECKLIST</u></p> <p>Tab A - Company Information Questionnaire</p> <p>Tab B - Conflict of Interest Disclosure</p> <p>Tab C - Non-Collusive Affidavit</p> <p>Tab D - Discretionary Contracts Disclosure</p> <p>Tab E - Certificate of Interested Parties (Form 1295)</p> <p>Addendum 1 (Signed)</p> <p>Sames Auto Arena Roof Replacement -Addendum 002 -July 20 2022 (Addendum No. 2) (Signed)</p> <p>Addendum No. 3 (Signed)</p> <p>Bids without the required check or original bond will NOT be considered.</p> <p><input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>
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Bid Lines

1	<p>Base Bid</p> <p>Furnish all labor, equipment, materials, and all other terms necessary to replace the roof</p> <p>Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$2,293,999.00"/> Total: <input type="text" value="\$2,293,999.00"/></p>
2	<p>CONTINGENCY ALLOWANCE: \$720,000.00</p> <p>Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$720,000.00"/> Total: <input type="text" value="\$720,000.00"/></p>

Response Total: \$3,013,999.00

Project:

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Abba Construction, LLC

as Principal, and Contractors Bonding and Insurance Company as
Surety, are hereby held and firmly bound unto

City of Laredo

as Owner in the penal sum of Five Percent of Amount Bid (5% of Amount Bid)
for payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 7th day of July, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to

City of Laredo a certain Bid,
attached hereto and hereby made a part hereof to enter into a Contract in writing for the

Sames Auto Arena Roof Replacement

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that he obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set fourth herein.

Abba Construction, LLC
JACOB CARLOS FLORES (L.S.)
Principal (Print and Sign)

Contractors Bonding and Insurance Company
Surety

By: CC
Christian Collins, Attorney-in-Fact



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Brett Rosenhaus, Christian Collins, Laura D. Mosholder, jointly or severally

in the City of Delray Beach, State of Florida its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 24th day of May, 2022.



RLI Insurance Company
Contractors Bonding and Insurance Company
By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 24th day of May, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 7th day of July, 2022.

By: Catherine D. Glover
Catherine D. Glover



RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary





CITY OF LAREDO

ENGINEERING DEPARTMENT

ADDENDUM NO. 1

July 5, 2022

Project: Sames Auto Arena Roof Replacement

Deadline for Submitting Questions: Friday, July 15, 2022 (Revised)

Bid Due Date: July 28, 2022, 4:00 p.m. (Revised)

Bid Opening: July 29, 2022, 11:00 a.m. (Revised)

All contractors, holders of plans and specifications, plan rooms and all interested parties on the above identified project are hereby notified of the following revisions to the plans and specifications, same taking precedence over all previous declarations and notes made on the plans and specifications.

CLARIFICATIONS: The following notes should be taken into consideration:

- 1) **The following reports are now included in the bid package as attachments and shall be reviewed by bidders:**
 - a. **Roof Inspection Memorandum dated July 1, 2019 by City of Laredo**
 - b. **Leak Report dated November 7, 2019 by WTI/Tremco**
 - c. **Field Report dated February 12 & 13, 2020 by WTI/Tremco**

- 2) **Sames Auto Arena event schedules have been added as attachments for review by bidders. Please note that "Tentative Event" dates represent dates placed on hold but should not be considered reserved event dates. Actual event reservations may or may not occur on some of these dates. Schedules are subject to change and will be provided periodically to Contractor during construction. During construction, Contractor will be expected to suspend work, remove materials and equipment and provide construction site cleanup a day prior to a reserved event date.**

QUESTIONS AND ANSWERS: The following questions were submitted by bidders. Responses are shown in *italics*:

- 1) **In regards to the Verizon antenna, is there a person to contact or vendor for the provider that we may speak with about the items that need to be addressed for this bid? If, so please provide their contact information.**

Yes. Please contact the following individuals:

***Daniel DeLeon
Verizon Wireless
Work#: 806 281-3853
Email: Daniel.deleon@verizonwireless.com***

*Josh Price
Epic Communications
Cell#: 512 656-5422
Work#: 512 858-2200
Fax#: 512 858-2424
Email: joshprice@epiccomm.com*

- 2) Will the successful bidder be able to submit a change order if materials increase between the time of the proposal and the time materials are ordered?

Successful bidder will not be able to submit a change order for potential material cost increases.

- 3) Is there a staging plan for materials, equipment, scaffolding, and waste containers?

There is no staging plan. Sames Auto Arena parking lots may not be used for staging areas.

- 4) Is access to the roof through the exterior only, or will construction employees be allowed to access the roof through inside the building?

Materials and equipment can only be hoisted to the roof levels through the outside of the building. Workers may use elevators and staircases designated by Sames Auto Arena management.

- 5) Will the successful bidder be able to work on weekends and after 5 PM?

Contract time is in "working days" which does not include weekends, holidays and weekday hours outside of 8am to 5pm. However, the successful bidder may work overtime provided that they comply with all of the following:

- *Overtime pay is paid for City Inspectors in accordance with section B-4 of the specifications.*
- *No conflicts exist between Sames Auto Arena event schedules and the proposed overtime work time. Authorization will need to be provided by Sames Auto Arena management for each overtime work request. The requirement to suspend work, remove materials and equipment and provide construction site cleanup a day prior to a reserved event date also applies to overtime work.*

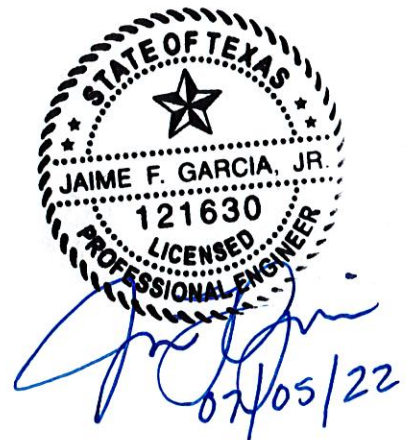
- 6) Will Contractor have access to an on-site area for staging?

Contractor will not have access to the Sames Auto Arena parking lot for staging. Additionally, a vacant lot to the north of the site, which was previously noted on the plans to be a staging area, is not available for staging anymore.

This addendum is being posted online for all contractors, holders of plans and/or specifications, plan rooms, and all interested parties to the project and acknowledgement of same is required by inserting its number and date in the proposal form.

City of Laredo Engineering Department

Jaime F. Garcia, Jr., P.E.



Attachments:

Sames Auto Arena Event Schedules: "2022 Event Schedule" and "2023 Event Schedule"

WTI/Tremco Field Report #1

WTI/Tremco Initial Leak Investigation

City of Laredo Memorandum – Roof Inspection



Addendum No: 002 Date: July 18, 2022

Re:Project Name: City of Laredo – Sames Auto Arena Roof Replacement

To: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated May 31, 2022 (month/day/year). Acknowledge receipt of this Addendum on the Bid Form. Failure to do so may subject Bidder to disqualification.

This Addendum consists of 25 pages.

Item	Section	Description
1		Changes to Drawings
2		Changes to Specifications
3		Questions

NARRATIVE:

ITEM - 1 - CHANGES TO DRAWINGS:

A0.00 COVER SHEET

- Roof Aerial View – Removed staging area indicated at the vacant lot to the north of the arena parking lot.
- Added Sheet A3.05 ROOF DETAILS to index

A1.01 GENERAL NOTES – Special Instructions

- Removed note “3. Contractor will be allowed to use a City of Laredo owned vacant lot to the north of the arena parking lot as a staging and storage area. Staging and storage will not be allowed within the arena parking lots.”
- Added note: “3. Contractor is required to obtain building/demolition permit.”
- Added: “ (Verizon Wireless contact Daniel DeLeon, Work # (806) 281-3853, email: daniel.deleon@verizonwireless.com) or “(Epic Communications contact Josh Price, Cell# (512) 656-5422, Work# (512) 858-2200, Fax# (512) 858-2424, email: joshprice@epiccomm.com)” to note 6.
- Added note: “8. Contractor shall coordinate with Sames Auto Arena management to determine scheduled event dates. Contractor shall seal roofing, provide site cleanup and store materials and equipment within a designated staging area a day prior to any scheduled event date. Contractor shall suspend work for the entire day an event is scheduled. Contractor may re-commence work on the next non-event work day.”
- Added note: “9. Coordinate with Sames Auto Arena management for location of a designated staging area within the Sames Auto Arena property. Contractor shall completely enclose the staging area with temporary 6’ high chain link fence and shall be responsible for keeping the staging area secure. City of Laredo or Sames Auto Arena shall not be made responsible for any missing or damaged materials and/or equipment stored on site.”

A2.00 ROOF PLAN

- Detail 1 – Changed title of detail to read “ROOF PLAN (Approx. 116,300 total sq. ft.)”

A2.02 ROOF PLAN NE QUAD

- Added note to install new roof hatch at Front Entrance Roof Area – H

A3.00 ROOF DETAILS

- Added note to Detail 3/A3.00 to refer to new roof detail page A3.05 for details 21/A3.05-24/A3.05 Parapet to wall transitions flashing details

A3.05 ROOF DETAILS

- Added page to drawing set, Details 21/A3.05-24/A3.05 Parapet to wall transitions flashing details

ITEM - 2 - CHANGES TO SPECIFICATIONS:

SECTION A-2 INFORMATION TO BIDDERS – Changes to Page 1 – Changed to read “Construction contract time for the project is (250) working days.”

SECTION B-1 CONTRACT TIME AND LIQUIDATED DAMAGES – Changes to Page 1 – Changed to read “The Contract Performance for this project shall be (250) working days defined in the Specifications under General Provisions, Division C, Section 1.”

SECTION A-5 BID PROPOSAL – Changes to Page 8 & 9 – Changes to Bid Schedule – Added Contingency amount and Unit Cost table.

ITEM - 3 - QUESTIONS:**Question 1.**

In regards to the lightning protection system, is there a certain vendor to contact? Or could any licensed electrician address these items for this bid? If, there is a contact please provide their contact information.

Response:

There are no lightning protection vendors associated with this project. All lightning protection work is to be performed by a qualified and licensed lightning protection contractor.

Question 2.

In regards to the gas lines, is there a certain vendor or technician to contact to address the items for this bid? If, so please provide their contact information.

Response:

There are no gas line vendors associated with this project. All gas line work is to be performed by a qualified and licensed plumbing contractor.

Question 3.

In regards to the fire proofing, is there a certain contractor to contact to address the items for this bid? Or would it be at our discretion to locate a contractor that can address the items for this bid?

Response:

There are no fire proofing vendors associated with this project. All fire proofing work is to be performed by a qualified and licensed fire proofing contractor.

Question 4.

Is there a contingency or allowance for possible roof deck repairs that could potentially exist once project commences?

Response:

There is now a contingency allowance. Please refer to SECTION A-5 BID PROPOSAL for revised specifications sheet with the updated schedule of quantities.

Question 5.

Does the lighting protection system need to be certified?

Response:

The lightning protection modifications must be performed by a qualified and licensed contractor, but no lightning protection re-certification is necessary unless determined by the lightning protection contractor.

Question 6.

Is it possible to schedule and approve a date to perform a fastener test in order to determine the existing fireproofing insulation resistance to cracking or falling, due to new fastener installation on proposed new (first) layer of insulation and old fastener removal at moment of tear off?

Response:

A fastener test cannot be performed at this time. Repairs to damaged fireproofing may be considered for approval and payment using the contingency allowance.

Question 7.

5.) Pollution Legal Liability if applicable: Items: a.) Project costs of \$1,000,000 to \$1,000,000 and over \$10,000,000; reference page four for limits.

Comments: Please be more specific as to what do you mean by "if applicable"? that is, if the project exceeds as outline above: Please outline this on sheet title "CITY OF LAREDO INSURANCE PROVISIONS AND LIMITS: Umbrella Liability would be (\$4,000 Per-Occurrence.) and no Professional Liability is required? I.e?. assuming that the project would not exceed \$10,000,000

b.) Contractors Pollution Liability: Does it apply to this project? Do we have materials in/on the roof building that would be categorized as pollutants? And if so, does the Contractual coverage need to be included in the contractor's pollution liability insurance coverage? c.) Environmental Liability: Does it apply to this project with regard to high hazardous materials?

Response:

Contractor shall review insurance coverage requirement with their insurance provider and provide coverage as requested by the City of Laredo.

Question 8.

The 200 working days is insufficient time for the size and complexity of this project when considering the logistics of materials, and deliveries. Could the City consider adding an additional 100 working days?

Response:

Contract time has been increased to 250 working days. Also, delays due to material delivery lead times will be considered for possible contract time extensions if documentation from the suppliers/manufacturers is provided. Documentation should include reason(s) for delay(s) and anticipated lead time(s).

Question 9.

2.) Install polyisocyanurate insulation over the metal deck with one layer of 2.20" mechanically attached with fasteners to the metal deck and the adhere one layer of 2.20" set in beads of low-rise urethane adhesive over the mechanically attached layer. Install one layer of 1/2" gypsum coverboard set in beads of low-rise urethane adhesive. Fully adhere one layer single ply roof membrane. Question: What is the R-value requirements?

Response:

R-25 per current code requirements within the City of Laredo.

Question 10.

Contractor is to provide night seals at the end of every day of work: Please specify the type of or method of night seals. Who will inspect this item for a proper night seal?

Response:

The night seals are considered means and methods and fall to the contractor's discretion. The night seals are to prevent water from entering the building or damaging any new roofing materials previously installed. The contractor is responsible for the night seals. If the consultant is present and observes any night seals their condition will be documented.

Question 11.

Contractor is responsible to maintain the building in a water tight condition for the duration of the roof replacement project. Please define "watertight condition" or elaborate this statement to be more clear.

Response:

The term watertight condition is considered a requirement of the contractor to prevent water from entering the building or damaging any new roofing materials previously installed during the installation of the new roofing system. This does not include areas where the contractor has not yet commenced the roof demolition, however any damages caused by the contractor from traffic across the roof or any other damages related to the reroofing operations are to be repaired in a manner to maintain a watertight condition and in accordance with the manufacturer's requirements.

Question 12.

Contractor will need to coordinate all work associated with the modification, removal, reinstallation of the cellular equipment attachments, brackets, platforms, platform supports, and pipe/conduit supports with the cellular equipment vendor (Verizon). How is responsible for all work associated with this work?

Response:

Verizon will be responsible for work involving their equipment and any supporting elements that would otherwise not be installed on the rooftop if Verizon equipment was not installed. The contractor shall be responsible to coordinate any work that will require modifications to Verizon equipment.

Question 13.

All mechanical intake vents must be adequately filtered to prevent all fumes from roofing materials and mechanized equipment from entering the building. Please specify the type of filtering and methodology requirements that will define an acceptable filtration system.

Response:

The contractor is responsible to prevent any hazardous or noxious fumes from entering the building through the mechanical intake vents. The prevention of these fumes entering the building are considered means and methods and fall to the contractor's discretion. It may be possible to coordinate with the Arena Management team to temporarily close off such vents during nearby application of materials that produce noxious fume; reopening the vents upon completion of application.

Question 14.

As per contractor Means & Methods during roof demolition, can a chute system be assembled as the means of discarding the roof top materials down to a 30-cubic yard trash container?

Response:

Yes, ensure that chute system complies with OSHA requirements. Contractor is responsible for coordinating the location(s) of any chute system or trash receptacles with the Sames Auto Arena Management.

Question 15.

ROOF PLAN: See Plan Sheet A2.00 - A4.00 The statements used as approximate square footage needs to be definite or at least explain what means & methods were used for determining the square foot areas on each individual rooftop.

Response:

The contractor is responsible to confirm all existing conditions and dimensions. The approximate square footage on the drawings was arrived at from the horizontal surface of each roof and does not include square footage of parapet walls or flashings; nor does the square footage exclude rooftop openings.

Question 16.

WIND PRESSURE ZONES: See Plan Sheet A3.04 Although this is a good note for engineering purposes, how does it apply to material purchase and contractor installation? Will this be something that will be inspected?

Response:

The roofing contractor is responsible to coordinate with the roofing manufacturer to determine the fastening requirements, attachment patterns, and application rates for the new roofing to meet the uplift pressure requirements. This applies to the attachment of all roofing components and attachment methods. When the consultant is present the attachment of the roofing system components will be observed and documented.

Question 17.

Pipe Support Detail (Typical) See Plan Sheet A3.04 Item No. PPH-SS8: Will this item be the responsibility of Verizon or the Contractor?

Response:

Pipe and platform supports directly related to Verizon elements shall be the responsibility of Verizon and/or their vendors(s). Walkpads under pipe and platform supports associated with Verizon equipment is the responsibilities of the contractor. Contractor is responsible for all other pipe and equipment supports, including walkpads as detailed in the drawings, that are not related to Verizon equipment.

Question 18.

Is the existing decking sloped at the middle of the roof?

Response:

The contractor is responsible to confirm all existing conditions and dimensions. Based on the roof core data the slope is in the structural deck on the Main Roof Area – A.

Question 19.

What is the proposed application rate for the low rising foam?

Response:

The roofing contractor is responsible to coordinate with the roofing manufacturer to determine the fastening requirements, attachment patterns, and application rates for the new roofing to meet the uplift pressure requirements. This includes the application rate for the low rising foam.

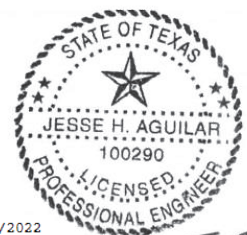
Question 20.

Will the City of Laredo issue a tax exemption certificate for all materials purchased by the contractor?

Response:

No.

End of Addendum



7/20/2022



SECTION A-2

INFORMATION TO BIDDERS

Sealed bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system, for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for certain **improvements** in the City of Laredo and shall include acknowledgment of addenda submitted, and all other documents included in said bid call. Said bids shall be marked,

Project Name:
“Sames Auto Arena Roof Replacement”

The project consists of: Roof replacement at Sames Auto Arena Located at 6700 Arena Boulevard, Laredo, TX. 78041.

Construction contract time for the project is (250) working days.

Bids shall be based on a per unit of work basis and shall include dollar amounts for each specific unit in improvements listed including those items listed as alternatives as per the proposal sheet included in the specifications of this project.

Each proposal guaranty must be originals and must be sealed in an envelope plainly marked with the name of the project as shown above, and the name and address of the Bidder. When submitted by mail, this envelope shall be placed in another envelope addressed as indicated in this Notice to Bidders and shall be marked as a bid for the project above referred.

Further, on federally funded projects, contractor must comply with the Federal Labor Standards Provision, Davis Bacon Act, Equal Opportunity Clause, Wage Determination and HUD and Urban Development Federal Requirements especially as it regards payrolls and basic records.

Due to current COVID-19 crisis* Respondents are strongly encouraged to submit their proposals electronically through the use of Cit-E-Bid. If for any reason you need to hand-deliver please see instructions at <https://www.cityoflaredo.com/> clicking on BID DROP-OFF PROCEDURES.

Only the bids and bid guaranties actually in the hands of the designated official at the time set in this Notice to Bidders or submitted through Cit-E-Bid system shall be considered. Bids submitted by telephone, telegraph, or fax, will not be considered.

The City reserves the right to award the contract on the basis of the alternative which appears most advantageous to the City, to reject any or all bids, to waive objections

based on failure to comply with formalities, and to allow the correction of obvious or patent errors. Bidders are expressly advised to review Section C-3 of the General Conditions of the proposed contract as to the causes which may lead to the disqualification of a bidder and/or the rejection of a bid proposal. Unless all bids are rejected, Owner agrees to give Notice of Award of contract to the successful bidder within ninety (90) days from the date of the bid opening.

Bidders for the construction work must submit a satisfactory cashier's or certified check, or bidder's bond having a minimum **Best's Rating A** according to Best's Key Rating Guide Latest Edition from a surety duly authorized and licensed in the State of Texas, payable without recourse to the order of the City of Laredo, Texas, in an amount not less than five percent (5%) of the total bid based on the bid which check or bond shall be submitted as a guarantee that the bidder will enter into a contract, and execute performance and payment bonds within ten (10) days after Notice of Award of contract is given to him for contracts in excess of \$50,000.00. Bids without the required check or bond will NOT be considered.

The successful bidder for the construction of the improvements must furnish a Certificate of Insurance, and a satisfactory Performance Bond in the amount of 100% of the total contract price, and a satisfactory Payment Bond in such amount, duly executed by such bidder as principal and by a corporate surety duly authorized so to act under the laws of the State of Texas. The successful bidder will be required to provide Performance and Payment Bonds issued by an insurance company which meets the minimum State requirements and is licensed in the State of Texas, and has a Best's Key according to Best's Key Rating Guide Latest Edition as follows:

<u>Construction Contract</u>	<u>Minimum Best's Rating</u>
50,001 - 250,000	A
250,000 - 1,000,000	A
Over 1,000,000	A

All lump sum and unit prices must be stated in both script and figures.

Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions.

The Instructions to Bidders, Forms of Bid, Form of Contract, Plans, Specifications, Form of Bid Bond, Performance and Payment Bonds and other contractual documents may be reviewed or obtained free of charge from the City of Laredo Website www.cityofLaredo.com/bids.html or through the use of Cit-E-Bid system.

Bid proposals over \$50,000.00 shall comply with all conditions of the bid documents.

In the event the base bid amount is \$50,000.00 or LESS than \$50,000.00, a Payment Bond and Performance Bond will NOT BE REQUIRED. A Bid Guarantee in the form of a Cashier's or Certified Check or Bid Bond and the Certificate of Insurance

however, WILL BE REQUIRED. Under the above conditions, the successful bidder for the Uni Trade Stadium Metal Stud Walls Repairs project is hereby advised that the total contract price will be paid in ONE PAYMENT upon completion and acceptance of the project by the City of Laredo. Cashier's checks are not to be released until a contract for the project has been approved by City Council and signed by the City Manager.

Any other division or section of this project's specifications having reference to Bid Guarantee, Cashier's or Certified Check, Bid Bond, Payment Bond, or Performance Bond, or having mention at all, to the requirements of bonds, is hereby amended to concur with the above conditions ONLY when the base bid is LESS THAN \$50,000.00.

Bidders are advised to contact the City Engineering Department at 1110 Houston Street, Laredo, Texas, 78040, telephone number (956) 791-7346, for visits to project site, and for any additional information required on the project.

Contractor's attention is directed to Special Provision 000-6233, "Important Notice to Contractors" and "Statement of Materials and Other Charges" which will be included in all projects, beginning with the September 1991 letting. These establish the procedures whereby the Contractor will be permitted to obtain an exemption from the sales tax on certain materials. See Comptroller's Rule 2.291 and Texas Tax Code Chapter 151, as amended by House Bill Number 11, Acts 1991, 72nd Legislature, First called Session. The Contractor will be required to separate the charges for materials from all other charges and will be furnished an Exemption Certificate of reach contract the Department. Also, the Contractor must issue resale certificates to suppliers. Sales tax permit applications and information regarding resale certificates may also be obtained by calling the State Comptroller's toll free number 1-800-252-5555.

**SECTION A-5
BID PROPOSAL**

To: The City of Laredo, Texas

Honorable Pete Saenz, Mayor

From: ABBA CONSTRUCTION, LLC
Contractor

Address: P.O. BOX 451441, LAREDO TX 78045

Phone: 956-267-9899

Email: projects@abbaconstructionusa.com

Fax: _____

Project: Sames Auto Arena Roof Replacement

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: C.F. | 7/27/2022

Addendum No. 2: C.F. | 7/27/2022

Addendum No. 3: C.F. | 7/27/2022

Addendum No. 4: _____

Addendum No. 5: _____

Acknowledgment of other documents: (Please initial and date):

Wage Determination: C.F. | 7/27/2022

Labor Provisions: C.F. | 7/27/2022

Affirmative Action Program: C.F. | 7/27/2022

Project: Sames Auto Arena Roof Replacement

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

JACOB C. FLORES

being first duly sworn, deposes and says

That he is ABBA CONSTRUCTION, LLC
(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]
Signature of (Print and Sign)

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 27 day of JULY, 2022.

Carmen Flores
Notary Public

My Commission expires
APRIL 29, 2023

INFORMATION TO CONTRACTORS

PROJECT: Sames Auto Arena Roof Replacement

The Contractor's attention is directed to Special Provision 000-6233, "Important Notice to Contractors", and "Statement of Materials and Other Charges" which will be included in all projects, beginning with the September, 1991 letting. These establish the procedures whereby the Contractor will be permitted to obtain an exemption from the sales tax on certain materials. See Comptroller's Rule 3.291 and Texas Tax Code, Chapter 151, as amended by House Bill Number 11, acts 1991, 72nd Legislature, First Called Session. The Contractor will be required to separate the charges for materials from all other charges. Also the Contractor must issue resale certificates to suppliers. Sales tax permit applications and information regarding resale certificates may be obtained by calling the State Comptrollers' toll free number 1-800-252-5555.

SPECIAL PROVISION
No. 000-6233
IMPORTANT NOTICE TO CONTRACTORS

The Contractor's attention is directed to Rule 3.291, paragraphs (a) (1), defining separated contracts, subsection (b) (3) discussing separated contracts, and subsection (c) discussing exempt contracts. Reference: Texas Tax Code, Chapter 151.

Contractors should note those organizations in subsection (c) that the rule shows as being exempt no longer qualify for the exemption. The rule states that contractors improving realty for organizations listed in Texas Tax Code 151.309 and 151.310 are exempt from tax. **THIS IS NO LONGER TRUE EFFECTIVE WITH CONTRACTS SIGNED ON OR AFTER AUGUST 15, 1991.**

Only those contracts with school districts and nonprofit hospitals qualify for the exemption discussed in subsection (c) of Rule 3.291.

The Comptroller is amending the rule to reflect this change.

If the low bidder elects to operate under a separated contract as defined by Rule 3.291, by obtaining the necessary permits from the State Comptroller's office allowing the purchase of materials for incorporation in this project without having to pay the Limited Sales and Use Tax at the time of purchase, the low bidder shall identify separately from all other charges the total agreed contract price for materials incorporated into the project. This form shall be filled out by the low bidder in each of the two bound copies of the contract. Total materials shall only include materials physically incorporated into the realty.

In order to comply with the requirements of Rule 3.291, as mentioned above, it will be necessary for the Contractor to obtain a sales tax permit.

It will also be necessary that the contractor issue resale certificates to his suppliers.

Sales tax application for a sales tax permit and information regarding resale certificates may be obtained by writing to:

Comptroller of Public Accounts
Capital Station
Austin, Texas 78774

The Contractor may also receive information or request sales tax permit applications by calling the State Comptrollers' toll free number 1-800-252-5555.

Subcontractors are eligible for sales tax exemption if the subcontract is made in such manner that the charges for materials is separated from all other charges. The procedure described above will effect a satisfactory separation. When subcontractors are handled in this manner, the Contractor must issue a resale certificate to the subcontractor and the subcontractor, in turn, must issue a resale certificate to his supplier.

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT:

MATERIALS INCORPORATED INTO THE PROJECT:	\$ <u>1,200,000.00</u>
ALL OTHER CHARGES:	\$ <u>1,093,999.00</u>
*TOTAL:	\$ <u>2,293,999.00</u>

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

**INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL**

Project: Sames Auto Arena Roof Replacement

Statement of Qualifications: (Similar Projects Completed by Bidder)

- | | | |
|----|--------------------|---|
| 1. | Name of Project: | <u>EL METRO ROOF REPLACEMENT</u> |
| | Value of Contract: | <u>948,000.00</u> |
| | Date Completed: | <u>2016</u> |
| 2. | Name of Project: | <u>MOORE AIRFIELD SPF ROOF SYSTEM</u> |
| | Value of Contract: | <u>500,000.00</u> |
| | Date Completed: | <u>2021</u> |
| 3. | Name of Project: | <u>PARKS AND LEISURE ROOF REPLACEMENT</u> |
| | Value of Contract: | <u>348,000.00</u> |
| | Date Completed: | <u>2016</u> |

Experience Data: (Include name and experience record of the Superintendent)
JACOB C. FLORES | 30 YEARS OF CONSTRUCTION EXPERIENCE

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

**NOTE: TO BE SUBMITTED UPON REQUEST
IS NOT AN ACCEPTABLE ANSWER.**

Project:

Proposed Progress Schedules:

SUBMITTALS: 10 DAYS

APPROVALS: 10 DAYS

MATERIAL ORDERING: 30 DAYS

MOBILIZATION: 10 DAYS

DEMOLITION & ASSEMBLY PHASE 1: 30 DAYS

DEMOLITION & ASSEMBLY PHASE 2: 30 DAYS

DEMOLITION & ASSEMBLY PHASE 3: 30 DAYS

DEMOLITION & ASSEMBLY PHASE 4: 30 DAYS

DEMOLITION & ASSEMBLY PHASE 5: 30 DAYS

CLOSE OUT: 10 DAYS

***A CRITICAL PATH SCHEDULE WILL BE SUBMITTED UPON PRE-CONSTRUCTION MEETING.**

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

BOOM LIFT | 2020 | NEW | LAREDO, TX

CRANE(SUBCONTRACT) | 2020 | NEW | SAN ANTONIO TEXAS

Subcontractors: (Submit a list of proposed Subcontractors. List sources, types and manufacturers of proposed materials)

CARLISE | ROOFING SUPPLIER

ABC SUPPLY | OTHER ROOFING SUPPLIES

MCCOYS | OTHER ROOFING SUPPLIES

FLACK ELECTRIC | ELECTRICAL SUBCONTRACTOR

GATEWAY AIR | HVAC SUBCONTRACTOR

NOTE: TO BE SUBMITTED UPON REQUEST

IS NOT AN ACCEPTABLE ANSWER.

CITY OF LAREDO
ENGINEERING DEPARTMENT
BID SCHEDULE

PROJECT:

Item No.	Quantity	Unit	Description of item with Unit Price Written in Words	Unit Price (in numbers & words)	Amount
Base Bid	1	LUMP SUM	Furnish all labor, equipment, materials, and all other terms necessary to replace the roof.	2,293,999.00	2,293,999.00
Contingency Allowance	1	LUMP SUM	CONTINGENCY ALLOWANCE: \$720,000.00	720,000.00	720,000.00
Additive Alternate #1	1	ANNUAL LUMP SUM FEE	Furnish all labor, equipment, materials, and all other terms necessary to provide an annual roof lump sum maintenance agreement.	29,000.00	29,000.00

TOTAL BASE BID AMOUNT 2,293,999.00

TOTAL BASE BID WRITTEN IN WORDS TWO MILLION TWO HUNDRED NINETY THREE THOUSAND NINE HUNDRED NINETY NINE DOLLARS

TOTAL CONTINGENCY ALLOWANCE AMOUNT 720,000.00

TOTAL CONTINGENCY ALLOWANCE WRITTEN IN WORDS SEVEN HUNDRED TWENTY THOUSAND DOLLARS

TOTAL ADDITIVE ALTERNATE AMOUNT 29,000.00

TOTAL ADDITIVE ALTERNATE WRITTEN IN WORDS TWENTY NINE THOUSAND DOLLARS

UNIT COSTS:

Unit Cost Item	Unit Cost Amount	Unit
Metal Deck Replacement of deteriorated or damaged existing structural metal roof decking. Match existing type, dimensions, material, gauge, and finish.	\$ 35.00	Square Foot
Fireproofing Replacement of deteriorated or damaged existing fireproofing at underside of metal roof decking. Match existing type, thickness, material, and finish (if painted).	\$ 12.00	Square Foot
2x4 dimensional lumber Replacement of deteriorated existing 2x4 lumber. Match existing – refer to specification section 061000 Rough Carpentry.	\$ 1.98	Linear Foot

2x6 dimensional lumber Replacement of deteriorated existing 2x6 lumber. Match existing – refer to specification section 061000 Rough Carpentry.	\$ 1.99	Linear Foot
2x8 dimensional lumber Replacement of deteriorated existing 2x8 lumber. Match existing – refer to specification section 061000 Rough Carpentry.	\$ 2.35	Linear Foot
2x10 dimensional lumber Replacement of deteriorated existing 2x10 lumber. Match existing – refer to specification section 061000 Rough Carpentry.	\$ 3.35	Linear Foot
2x12 dimensional lumber Replacement of deteriorated existing 2x12 lumber. Match existing – refer to specification section 061000 Rough Carpentry.	\$ 4.19	Linear Foot
3/4" plywood Replacement of deteriorated existing 3/4 " plywood. Match existing – refer to specification section 061000 Rough Carpentry.	\$ 2.45	Square Foot

ABBA CONSTRUCTION, LLC

Contractor


Signature

PRESIDENT

Title

P.O. BOX 451441

LAREDO/TX

78045

Address

City/State

Zip Code

Email: projects@abbaconstructionusa.com

Telephone Number: () 956-267-9899

Fax Number: () _____

Date: 7/27/2022

NOTE: ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.

BID BOND

Project: ORIGINAL BID BOND SUBMITTED TO THE CITY SECRETARY

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

as Principal, and _____ as

Surety, are hereby held and firmly bound unto

as Owner in the penal sum of _____
for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrations, successors and assigns.

Signed, this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to

_____ a certain Bid,
attached hereto and hereby made a part hereof to enter into a Contract in writing for the

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that he obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set fourth herein.

(L.S.)
Principal (Print and Sign)

Surety

By: _____

**DIVISION B
SECTION 1**

CONTRACT TIME & LIQUIDATED DAMAGES

**Project:
Sames Auto Arena Roof Replacement**

The Contract Performance for this project shall be **(250) working days** defined in the Specifications under General Provisions, Division C, Section 1.

The time set forth in the proposal for the completion of the work is an essential element of the Contract. For each day under the conditions described in the preceding Paragraph that any work shall remain uncompleted after the expiration of the days specified in the Contract, together with any additional days allowed, the amount per day given in the following schedule will be deducted from the money due or to become due the Contractor, as liquidated damages for late completion of the specified work.

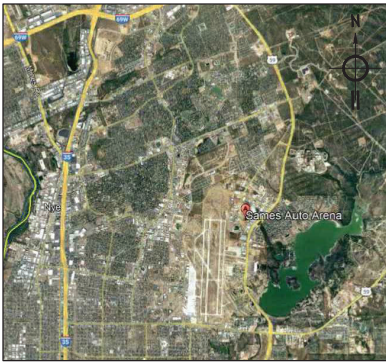
FOR AMOUNT OF CONTRACT		
From More Than	To and Including	Amount of Penalty Per Day over Contract Time
\$0	\$100,000	\$200
100,000	500,000	400
500,000	1,000,000	550
1,000,000	2,000,000	700
2,000,000	5,000,000	850
5,000,000	10,000,000	1,200
10,000,000	15,000,000	1,500
15,000,000	20,000,000	1,700
20,000,000	Over 20,000,000	2,500



City of Laredo - Sames Auto Arena Roof Replacement

MAYOR AND CITY COUNCIL

MAYOR PETE SAENZ
 CM RUDY GONZALEZ - DISTRICT 1
 CM VIDAL RODRIGUEZ - MAYOR PRO TEMPORE
 CM MERCURIO MARTINEZ, III - DISTRICT 3
 CM ALBERTO TORRES, JR. - DISTRICT 4
 CM RUBEN GUTIERREZ, JR. - DISTRICT 5
 C. DR. MARTE MARTINEZ - DISTRICT 6
 CM VANESSA PEREZ - DISTRICT 7
 CM ALYSSA CIGARROA - DISTRICT 8



LOCAL MAP



ROOF AERIAL VIEW

APPROVED BY:

 SAMUEL K. SELMAN
 INTERIM CITY MANAGER

DATE

APPROVED BY:

 RAMON E. CHAVEZ, P.E.
 CITY ENGINEER

DATE

Sheet Number	Sheet Title
A0.00	COVER SHEET
A1.00	GENERAL NOTES
A1.01	GENERAL NOTES
A2.00	ROOF PLAN
A2.01	ROOF PLAN NW QUADRANT
A2.02	ROOF PLAN NE QUADRANT
A2.03	ROOF PLAN WE QUADRANT
A2.04	ROOF PLAN SW QUADRANT
A2.10	WIND PRESSURE ZONES
A3.00	ROOF DETAILS
A3.01	ROOF DETAILS
A3.02	ROOF DETAILS
A3.03	ROOF DETAILS
A3.04	ROOF DETAILS
A3.05	ROOF DETAILS



Texas Registered Engineering Firm F-3272
 6911 Blanco Road
 San Antonio, Texas 78216
 Ph: (210) 641-2112 Fax: (210) 641-2124
 Terracon.com

Terracon Consultants, Inc.
 TBPR Firm Registration No. 3272



Client: Gloria Perez Saaverda, P.E.
 Engineering Department
 1110 Houston Street
 Laredo, Texas 78040

Owner: City of Laredo
 Laredo, Texas 78040

BID SET

Rev	Date	Description	By
#	#	#	#
#	#	#	#
#	#	#	#
2	7/12/22	Addendum 2	

Project: Sames Auto Arena Roof Replacement
 6700 Arena Boulevard
 Laredo, Texas 78041

Project No. FB216047

Date 05/25/2022

Drawn by DMA

Checked by LH

Scale As Noted

Sheet Title Cover Sheet

Sheet No. **A0.00**

EXISTING ROOF CONSTRUCTION:

The existing roof assembly consists of a sloped structural metal deck overlaid with one layer of polyisocyanurate insulation board mechanically attached and a single ply membrane fully adhered to top facer of polyisocyanurate insulation board.

NEW ROOF CONSTRUCTION:

Removal and replacement of the existing roof systems per the specifications at fourteen (14) roof areas:

1. Remove and dispose of all existing roofing and perimeter and penetration flashings down to the metal deck and wall substrate. When removing all roofing fasteners from metal deck, fasteners are to be unscrewed to limit damage to fireproofing at underside of structural metal roof deck. Prying of fasteners from structural metal roof deck is not allowed.
2. Install polyisocyanurate insulation over the metal deck with one layer of 2.20" mechanically attached with fasteners to the metal deck and then adhere one layer of 2.20" set in beads of low-rise urethane adhesive over the mechanically attached layer. Install one layer of 1/2" gypsum coverboard set in beads of low-rise urethane adhesive. Fully adhere one layer single ply roof membrane.
3. Any fireproofing that has been dislodged from existing steel decking during construction must be repaired and/or replaced.
4. Replace any damaged existing exposed sheathing on interior side of the parapet walls. Extend new single ply wall flashing up and over all existing parapet walls.
5. Provide additional wood blocking or nailers as required to meet the new thickness and height requirements of the new roofing assembly.
6. Raise all mechanical equipment and roof penetrations as required to achieve 8" minimum flashing heights.
7. Replace all sheet metal flashings and copings. Match existing coping profile on new parapet copings. Reuse existing conductor heads and downspouts.
8. Contractor is to remove no more existing roofing than can be properly reinstalled with the new roofing system each day.
9. Contractor is to provide night seals at the end of every day of work.
10. Contractor is responsible to maintain the building in a water tight condition for the duration of the roof replacement project.

SPECIAL INSTRUCTIONS:

1. When removing all roofing fasteners from metal deck, fasteners are to be unscrewed to limit damage to fireproofing at underside of structural metal roof deck. Prying of fasteners from structural metal roof deck is not allowed.
2. There is an existing fire lane loop around the perimeter of the arena. Any work areas around the arena will need to be coordinated with the City of Laredo fire department and Sames Auto Arena management.
3. Contractor is required to obtain building/demolition permit.
4. Contractor is required to coordinate with the Sames Auto Arena management for event times and parking requirements on event days.
5. Rooftop and construction access for loading, stocking, demolition, and installation of roof areas will require coordination with the Sames Auto Arena management.
6. Contractor will need to coordinate all work associated with the modification, removal, reinstallation, of the cellular equipment attachments, brackets, platforms, platform supports, and pipe/conduit supports with the cellular equipment vendor (Verizon contact Daniel DeLeon (806) 281-3853 daniel.deleon@verizonwireless.com).
7. All mechanical intake vents must be adequately filtered to prevent all fumes from roofing materials and mechanized equipment from entering the building.
8. Contractor shall coordinate with Sames Auto Arena management to determine scheduled event dates. Contractor shall seal roofing, provide site cleanup and store materials and equipment within a designated staging area a day prior to any scheduled event date. Contractor shall suspend work for the entire day an event is scheduled. Contractor may re-commence work on the next non-event work day.
9. Coordinate with Sames Auto Arena management for location of a designated staging area within the Sames Auto Arena property. Contractor shall completely enclose the staging area with temporary 6' high chain link fence and shall be responsible for keeping the staging area secure. City of Laredo or Sames Auto Arena shall not be made responsible for any missing or damaged materials and/or equipment stored on site.



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Ph: (210) 641-2112 Fax: (210) 641-2124
Terracon.com

Terracon Consultants, Inc.
TBPR Firm Registration No. 3272



Client: 7/20/2022
Gloria Perez Saaverda, P.E.
Engineering Department
1110 Houston Street
Laredo, Texas 78040

Owner:
City of Laredo
Laredo, Texas 78040

BID SET

Rev	Date	Description	By
#	#	#	#
#	#	#	#
#	#	#	#
2	7/12/22	Addendum 2	

Project:
Sames Auto Arena Roof
Replacement
6700 Arena Boulevard
Laredo, Texas 78041

Project No. FB216047

Date 05/25/2022

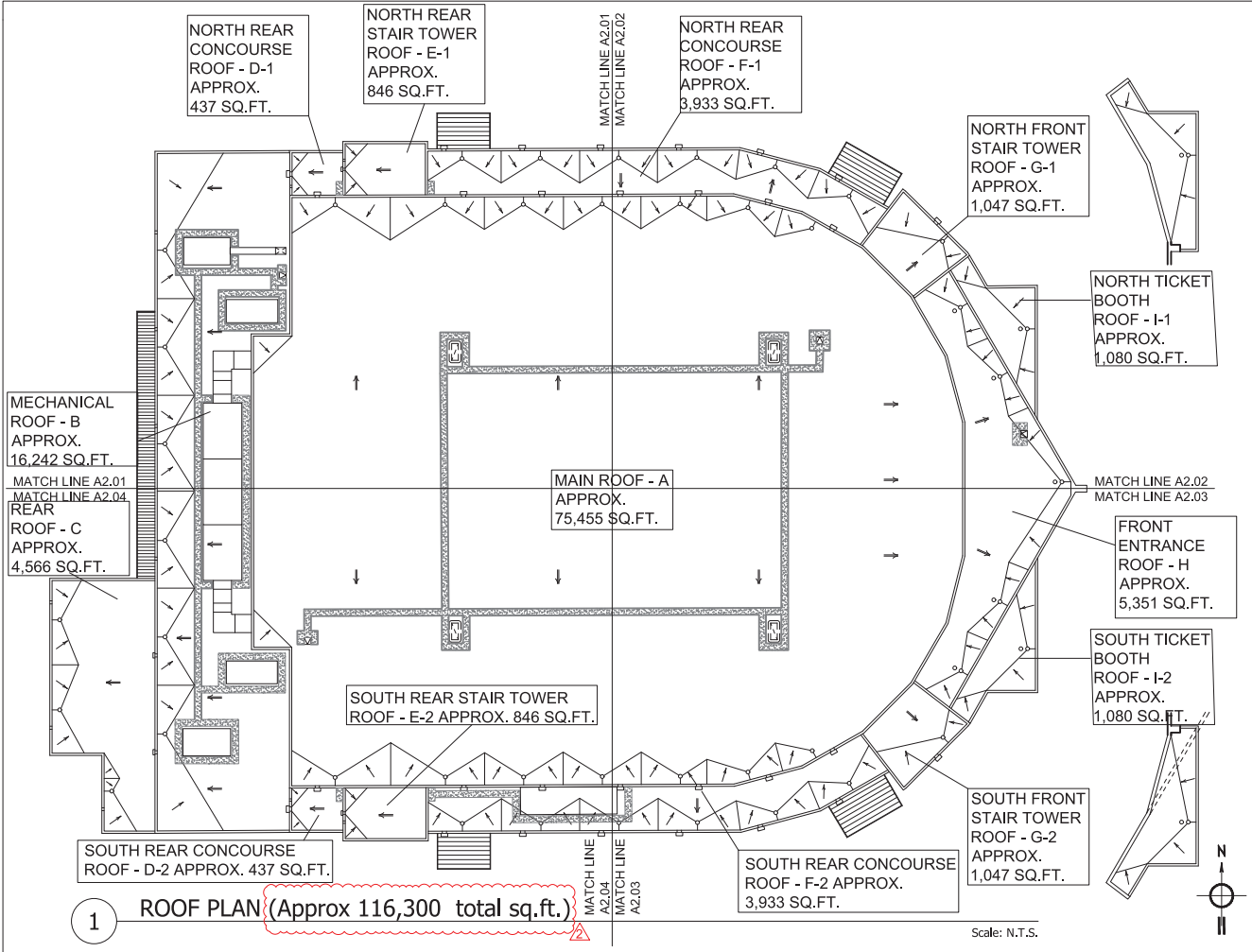
Drawn by DMA

Checked by LH

Scale As Noted

Sheet Title
General Notes

Sheet No. **A1.01**



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 6911 Blanco Road
 San Antonio, Texas 78216
 Ph: (210) 641-2112 Fax: (210) 641-2124
 Terracon.com

Terracon Consultants, Inc.
 TBPR Firm Registration No. 3272



Client: Gloria Perez Saaverda, P.E.
 Engineering Department
 1110 Houston Street
 Laredo, Texas 78040

Owner: City of Laredo
 Laredo, Texas 78040

BID SET

Rev	Date	Description	By
2	7/12/22	Addendum 2	

Project: Sames Auto Arena Roof Replacement
 6700 Arena Boulevard
 Laredo, Texas 78041

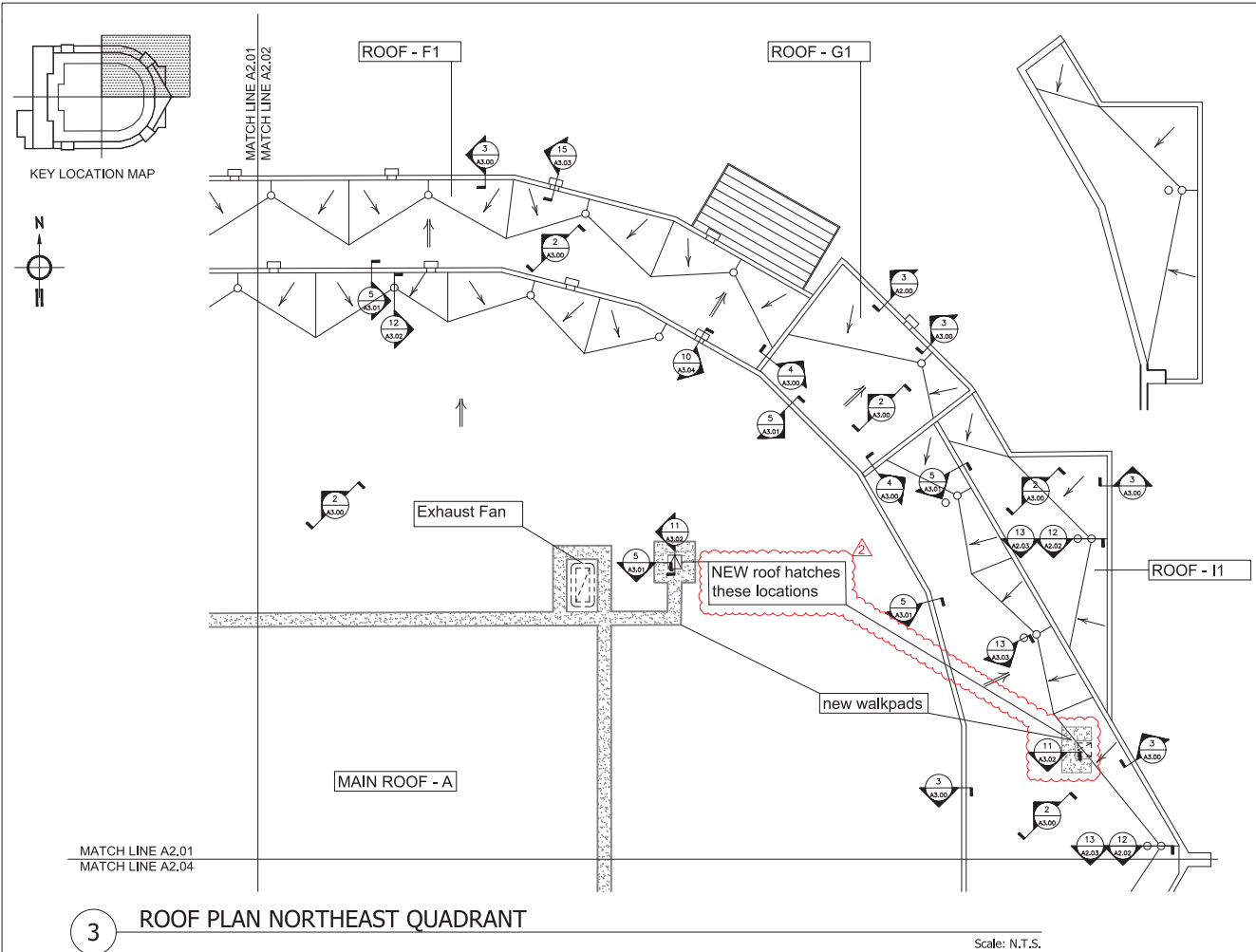
Project No. FB216047
 Date 05/25/2022

Drawn by DMA
 Checked by LH

Scale As Noted

Sheet Title ROOF PLAN

Sheet No. **A2.00**



Terracon
 Texas Registered Engineering Firm F-3272
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 San Antonio, Texas 78216
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 Terracon.com

Terracon Consultants, Inc.
 TBPR Firm Registration No. 3272

Client:
 Gloria Perez Saaverda, P.E.
 Engineering Department
 1110 Houston Street
 Laredo, Texas 78040

Owner:
 City of Laredo
 Laredo, Texas 78040

BID SET

Rev	Date	Description	By
2	7/12/22	Addendum 2	

Project:
 Sames Auto Arena Roof
 Replacement
 6700 Arena Boulevard
 Laredo, Texas 78041

Project No. FB216047
 Date 05/25/2022
 Drawn by DMA
 Checked by LH
 Scale As Noted

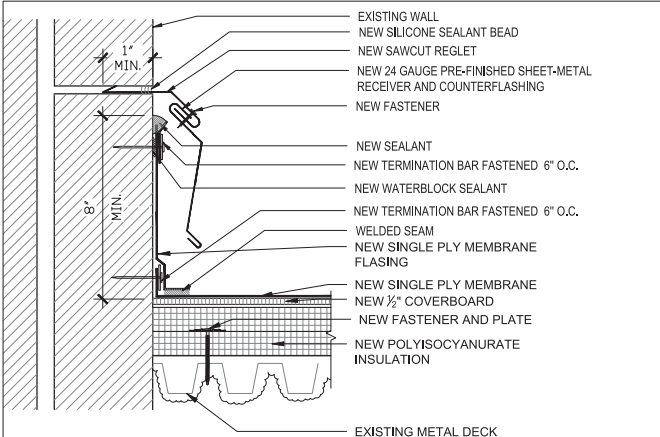
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ROOF PLAN NE QUAD
 Sheet No. **A2.02**

3

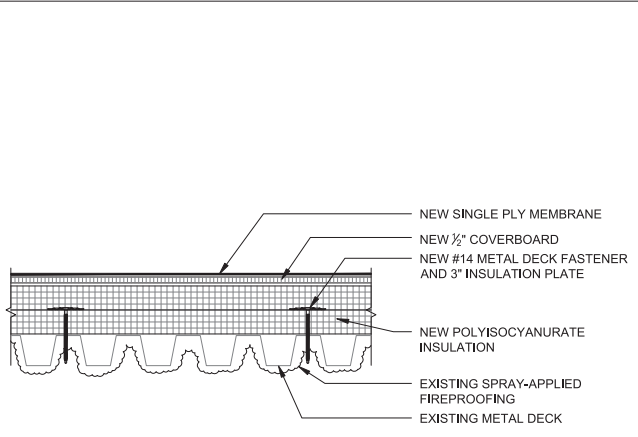
ROOF PLAN NORTHEAST QUADRANT

Scale: N.T.S.

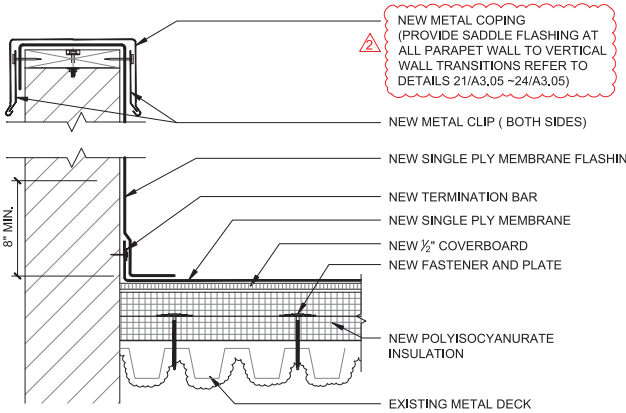
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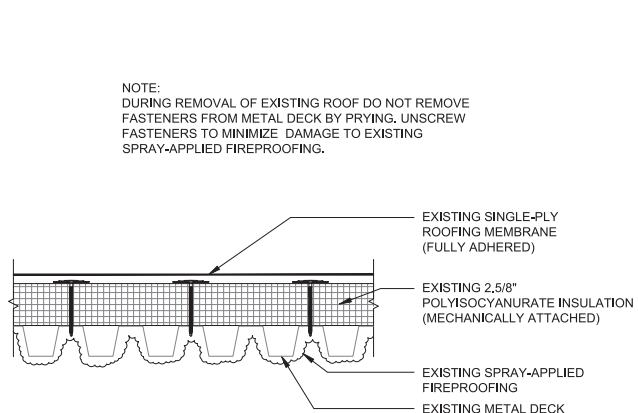
4 COUNTER FLASHING WITH SAW CUT REGLET
Scale: N.T.S



2 NEW ROOF SYSTEM
Scale: N.T.S



3 WALL FLASHINGS AT PARAPET WALL
Scale: N.T.S



1 EXISTING ROOF SYSTEM
Scale: N.T.S

NOTE:
DURING REMOVAL OF EXISTING ROOF DO NOT REMOVE FASTENERS FROM METAL DECK BY PRYING. UNSCREW FASTENERS TO MINIMIZE DAMAGE TO EXISTING SPRAY-APPLIED FIREPROOFING.

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Client: Gloria Perez Saaverda, P.E.
Engineering Department
1110 Houston Street
Laredo, Texas 78040

Owner: City of Laredo
Laredo, Texas 78040

BID SET

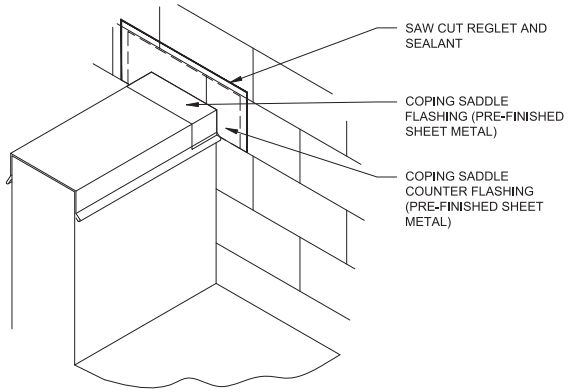
Rev	Date	Description	By
2	7/12/22	Addendum 2	

Project: Sames Auto Arena Roof Replacement
6700 Arena Boulevard
Laredo, Texas 78041

Project No. FB216047
Date 05/25/2022
Drawn by DMA
Checked by LH
Scale As Noted

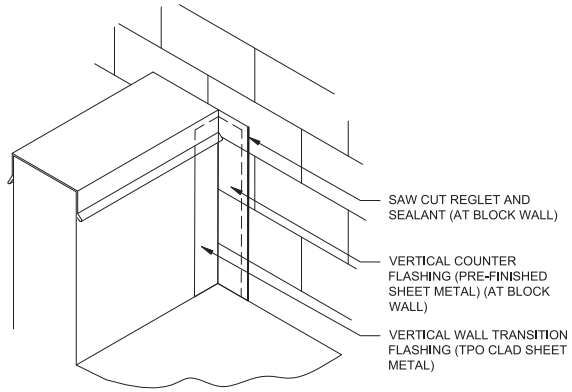
Sheet Title Roof Details
Sheet No. **A3.00**

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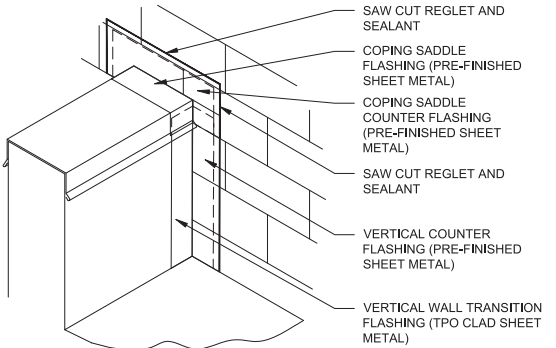
23 COPING CAP SADDLE FLASHING

Scale: N.T.S



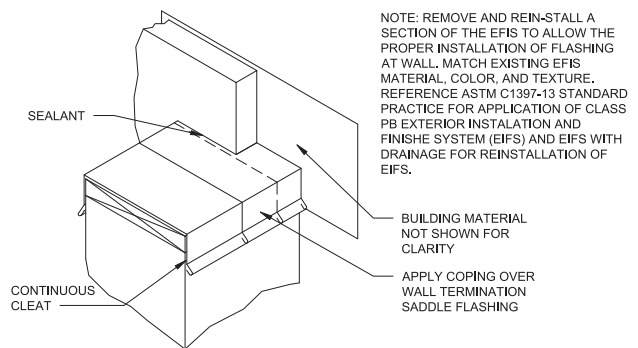
22 WALL FLASHING VERTICAL TRANSITION

Scale: N.T.S



24 TRANSITION PARAPET TO BLOCK WALL

Scale: N.T.S



21 TRANSITION PARAPET TO EIFS WALL

Scale: N.T.S

Terracon
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 TBPR Firm Registration No. 3272



Client: Gloria Perez Saaverda, P.E.
 Engineering Department
 1110 Houston Street
 Laredo, Texas 78040

Owner: City of Laredo
 Laredo, Texas 78040

BID SET

Rev	Date	Description	By
2	7/12/22	Addendum 2	

Project: Sames Auto Arena Roof Replacement
 6700 Arena Boulevard
 Laredo, Texas 78041

Project No. FB216047
 Date 05/25/2022
 Drawn by DMA
 Checked by LH
 Scale As Noted
 Sheet Title Roof Details

Sheet No. **A3.05**



CITY OF LAREDO

ENGINEERING DEPARTMENT

ADDENDUM NO. 3

July 21, 2022

Project: Sames Auto Arena Roof Replacement

Deadline for Submitting Questions: Friday, July 15, 2022

Bid Due Date: July 28, 2022, 4:00 p.m.

Bid Opening: July 29, 2022, 11:00 a.m.

All contractors, holders of plans and specifications, plan rooms and all interested parties on the above identified project are hereby notified of the following revisions to the plans and specifications, same taking precedence over all previous declarations and notes made on the plans and specifications.

CLARIFICATIONS:

- 1) Any bidders submitting their bid electronically through the Cit-E-Bid system shall be required to complete the electronic bid schedule form provided by the system as shown on the Bid Line Items.
- 2) Any bidders submitting their bid electronically through the Cit-E-Bid system shall be required to hand deliver an original copy of the bid bond or cashier's check to the City secretary's office on or before the due date in order for the bid to be considered.

This addendum is being posted online for all contractors, holders of plans and/or specifications, plan rooms, and all interested parties to the project and acknowledgement of same is required by inserting its number and date in the proposal form.

City of Laredo Engineering Department

Jaime F. Garcia, Jr., P.E.

Attachments:



MAJOR SUBCONTRACTOR:

TCI ROOFING

CLYO SOLIS | OWNER

6705 NORTH TAYLKOR, RD, MISSION TX 78573

PH: (956) 584-2189

Past Performance:

Type Of Roof	Address	Square Feet
60 Mill TPO Fully Adhered	Burlington & Planet Fitness 455 S Bibb Ave, Eagle Pass Texas	90,000 Square Feet
60 Mill TPO Mechanically Attached	O'Reilly Auto Parts 100 South Zarzamora, McAllen Texas	7,000 Square Feet
60 MILL PVC Fully Adhered	Catholic Church 4365 South Ellison Dr, San Antonio Texas	15,000 Square Feet
60 MILL PVC Fully Adhered	Idea School 222 SW 39th St, San Antonio, TX	35,000 Square Feet

Equipment:

Type	Age	Condition	Location
80' Crane	2 years	Good	Corpus Christi
Boom Lift	5 Years	Good	Laredo, Texas
Dump	2 years	New	Laredo, Texas
Titan Truck	3 years	New	Laredo, Texas
Titan Truck	3 years	New	Laredo, Texas



Material Suppliers:

- Carlisle
- ABC Supplies
- McCoy's
- Zarsky Lumber

Other Subcontractors:

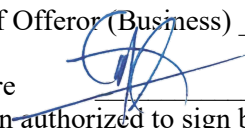
- Josh Electric
- Gateway Air

Tab A – Company Information Questionnaire

**Company Information Questionnaire:
Please complete all information requested below and submit with your bid/response 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) ABBA CONSTRUCTION, LLC

Signature  _____ Date 7/27/2022
of person authorized to sign bid/response

Print Name JACOB C. FLORES
of person authorized to sign bid/response

Title: PRESIDENT

Business Address: 8502 SPRING VALLEY CIR

City, State, Zip Code: LAREDO, TEXAS 78045

Telephone Number: 956-267-9899 Fax Number: _____

Contact Person Email Address: bids@abbaconstructionusa.com

Federal Tax ID Number: 27-3454241

Bidders Principal/Corporate Place of Business Address: 8502 SPRING VALLEY CIR

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: LLC

If other state business status: _____

State how long under its present business name: 12 YEARS

If applicable, list all other names under which the Business identified above operated in the last five years.

**CITY OF LAREDO
PURCHASING DIVISION**

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.**

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / **No**

Is the Business in arrears in any contract or debt? Yes / **No**

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / **No**

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / **No.**

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): **Yes** No

Small Disadvantaged Business Enterprise (SDBC) **Yes** No Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

Tab B – Conflict of Interest Disclosure (Three Pages)

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 956-790-1825

CITY OF LAREDO
PURCHASING DIVISION

▶ check box if applicable ◀

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.

JACOB C. FLORES
Name


Signature

7/27/2022
Date

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		OFFICE USE ONLY
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>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.</p>		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		

**CITY OF LAREDO
PURCHASING DIVISION**

4. 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

Tab C – AFFIDAVIT

Project: FY22-ENG-25

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

JACOB C. FLORES

Being first duly sworn, deposes and says:

That he/she is ABBA CONSTRUCTION, LLC
(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 28 day of JULY 2022.

Carmen Flores

Notary Public

My commission expires:

APRIL 29, 2023



CITY OF LAREDO
PURCHASING DIVISION



Tab D: City of Laredo - Discretionary Contracts Disclosure (4 pages)

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.

*This is a ___New Submission or ___Correction or XUpdate to previous submission.

***1. Name of person submitting this disclosure form.**

JACOB	C	FLORES
_____	_____	_____
First	M.I.	Last
		Suffix

***2. Contract Information.**


a) Contract or Project name(s):

FY22-ENG-25 SAMES ARENA ROOF REPLACEMENT

b) Originating Department(s):

engineering

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

JACOB C. FLORES		_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature

**CITY OF LAREDO
PURCHASING DIVISION**

***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 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:

**CITY OF LAREDO
PURCHASING DIVISION**

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.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for 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.

**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 the of 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.

JACOB C. FLORES



PRESIDENT

Name (Print)

Signature

Title

ABBA CONSTRUCTION, LLC

7/28/2022

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

Tab E – 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

43.1 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.

43.2 Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information: [HB 1295](#)

Certificate of Interested Parties ([Form 1295](#))

New Chapter 46, Ethics Commission Rules:

[46.1. Application](#)

[46.3. Definitions](#)

[46.5. Disclosure of Interested Parties Form](#)

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 – 4 and 6 if there are interested parties
Complete Nos. 1,2,3,5, and 6 if there are no interested parties.

OFFICE USE ONLY

1. Name of business entity filing form, and the city, state, and country of the business entity's place of business.

ABBA CONSTRUCTION, 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.

SAMES ARENA ROOF REPLACEMENT | Construction Services

4. Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
ABBA CONSTRUCTION, LLC	LAREDO, TEXAS USA	X	

5. Check only if there is NO Interested Party.

6. AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of Authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said JACOB C. FLORES this the _____ day of, 20 SS, to certify which, witness my hand and seal of office.

Carmen Flores
Signature of officer administering oath

CARMEN G. FLORES
Printed name of officer administering oath

NOTARY
Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission

**SECTION A-5
BID PROPOSAL**

To: The City of Laredo, Texas

Honorable Pete Saenz, Mayor

From: Melo Roofing
Contractor Construction and Restoration
Address: 1102 Corpus Christi St. Laredo, TX
Phone: 956-635-5987 78040
Email: jsRoofconsulting@gmail.com
Fax: (956) 724-5053

Project: Sames Auto Arena Roof Replacement

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: JS 7/28/22
Addendum No. 2: JS 7/28/22
Addendum No. 3: JS 7/28/22
Addendum No. 4: JS 7/28/22
Addendum No. 5: JS 7/28/22

Acknowledgment of other documents: (Please initial and date):

Wage Determination: _____

Labor Provisions: _____

Affirmative Action Program: NA

Project: Sames Auto Arena Roof Replacement

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}

COUNTY OF WEBB {}

Jimmy Sandoval
being first duly sworn, deposes and says

That he is Owner Melo Roofing Construction and Restoration
(a Partner or Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Jimmy Sandoval
Signature of (Print and Sign)
Jimmy Sandoval
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this _____ day of _____, 20__.

Notary Public

My Commission expires

INFORMATION TO CONTRACTORS

PROJECT: Sames Auto Arena Roof Replacement

The Contractor's attention is directed to Special Provision 000-6233, "Important Notice to Contractors", and "Statement of Materials and Other Charges" which will be included in all projects, beginning with the September, 1991 letting. These establish the procedures whereby the Contractor will be permitted to obtain an exemption from the sales tax on certain materials. See Comptroller's Rule 3.291 and Texas Tax Code, Chapter 151, as amended by House Bill Number 11, acts 1991, 72nd Legislature, First Called Session. The Contractor will be required to separate the charges for materials from all other charges. Also the Contractor must issue resale certificates to suppliers. Sales tax permit applications and information regarding resale certificates may be obtained by calling the State Comptrollers' toll free number 1-800-252-5555.

SPECIAL PROVISION
No. 000-6233
IMPORTANT NOTICE TO CONTRACTORS

The Contractor's attention is directed to Rule 3.291, paragraphs (a) (1), defining separated contracts, subsection (b) (3) discussing separated contracts, and subsection (c) discussing exempt contracts. Reference: Texas Tax Code, Chapter 151.

Contractors should note those organizations in subsection (c) that the rule shows as being exempt no longer qualify for the exemption. The rule states that contractors improving realty for organizations listed in Texas Tax Code 151.309 and 151.310 are exempt from tax. **THIS IS NO LONGER TRUE EFFECTIVE WITH CONTRACTS SIGNED ON OR AFTER AUGUST 15, 1991.**

Only those contracts with school districts and nonprofit hospitals qualify for the exemption discussed in subsection (c) of Rule 3.291.

The Comptroller is amending the rule to reflect this change.

If the low bidder elects to operate under a separated contract as defined by Rule 3.291, by obtaining the necessary permits from the State Comptroller's office allowing the purchase of materials for incorporation in this project without having to pay the Limited Sales and Use Tax at the time of purchase, the low bidder shall identify separately from all other charges the total agreed contract price for materials incorporated into the project. This form shall be filled out by the low bidder in each of the two bound copies of the contract. Total materials shall only include materials physically incorporated into the realty.

In order to comply with the requirements of Rule 3.291, as mentioned above, it will be necessary for the Contractor to obtain a sales tax permit.

It will also be necessary that the contractor issue resale certificates to his suppliers.

Sales tax application for a sales tax permit and information regarding resale certificates may be obtained by writing to:

Comptroller of Public Accounts
Capital Station
Austin, Texas 78774

The Contractor may also receive information or request sales tax permit applications by calling the State Comptrollers' toll free number 1-800-252-5555.

Subcontractors are eligible for sales tax exemption if the subcontract is made in such manner that the charges for materials is separated from all other charges. The procedure described above will effect a satisfactory separation. When subcontractors are handled in this manner, the Contractor must issue a resale certificate to the subcontractor and the subcontractor, in turn, must issue a resale certificate to his supplier.

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT:

MATERIALS INCORPORATED INTO THE PROJECT:

\$ 1,200,000

ALL OTHER CHARGES:

\$ 1,125,750

*TOTAL:

\$ 2,325,750

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

Project: James Auto Arena
Roof Replacement

Proposed Progress Schedules:

Site setup and OSHA/Safety
material staging Setup
Remove and Replace
Roofing System as per
manufacturer's and engineer-
ing specifications.

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

Telescopic Handler 65 FT
For project duration
Carry Deck Crane 2 weeks
Two End Dump Trailers 48 FT.
3 weeks

Subcontractors: (Submit a list of proposed Subcontractors. List sources, types and manufacturers of proposed materials)

NOTE: **TO BE SUBMITTED UPON REQUEST**

IS NOT AN ACCEPTABLE ANSWER.

CITY OF LAREDO
ENGINEERING DEPARTMENT
BID SCHEDULE

PROJECT:

Item No.	Quantity	Unit	Description of item with Unit Price Written in Words	Unit Price (in numbers & words)	Amount
Base Bid	1	LUMP SUM	Furnish all labor, equipment, materials, and all other terms necessary to replace the roof.	\$543,750	
Contingency Allowance	1	LUMP SUM	CONTINGENCY ALLOWANCE: \$720,000.00	\$550,000	
Additive Alternate #1	1	ANNUAL LUMP SUM FEE	Furnish all labor, equipment, materials, and all other terms necessary to provide an annual roof lump sum maintenance agreement.	\$32,000	

TOTAL BASE BID AMOUNT \$ 543,750

TOTAL BASE BID WRITTEN IN WORDS Five hundred

Forty three seven hundred fifty

TOTAL CONTINGENCY ALLOWANCE AMOUNT \$ 550,000

TOTAL CONTINGENCY ALLOWANCE WRITTEN IN WORDS Five hundred

Fifty thousand

TOTAL ADDITIVE ALTERNATE AMOUNT \$ 32,000

TOTAL ADDITIVE ALTERNATE WRITTEN IN WORDS Thirty two

thousand

UNIT COSTS:

Unit Cost Item	Unit Cost Amount	Unit
Metal Deck Replacement of deteriorated or damaged existing structural metal roof decking. Match existing type, dimensions, material, gauge, and finish.	\$ 12.00	Square Foot
Fireproofing Replacement of deteriorated or damaged existing fireproofing at underside of metal roof decking. Match existing type, thickness, material, and finish (if painted).	\$ 5.00	Square Foot
2x4 dimensional lumber Replacement of deteriorated existing 2x4 lumber. Match existing – refer to specification section 061000 Rough Carpentry.	\$ 2.75	Linear Foot

2x6 dimensional lumber Replacement of deteriorated existing 2x6 lumber. Match existing – refer to specification section 061000 Rough Carpentry.	\$ 3.25	Linear Foot
2x8 dimensional lumber Replacement of deteriorated existing 2x8 lumber. Match existing – refer to specification section 061000 Rough Carpentry.	\$ 3.50	Linear Foot
2x10 dimensional lumber Replacement of deteriorated existing 2x10 lumber. Match existing – refer to specification section 061000 Rough Carpentry.	\$ 3.50	Linear Foot
2x12 dimensional lumber Replacement of deteriorated existing 2x12 lumber. Match existing – refer to specification section 061000 Rough Carpentry.	\$ 7.00	Linear Foot
3/4" plywood Replacement of deteriorated existing 3/4" plywood. Match existing – refer to specification section 061000 Rough Carpentry.	\$ 3.50	Square Foot

Contractor Melo Roofing Construction and Rest.

Signature Jung Seon Devel Title Owner

Address 1102 Corpus Christi Lane City/State TX Zip Code 78040

Email: jsroofconsulting@gmail.com

Telephone Number: (956) 635-5987

Fax Number: (956) 724-5053

Date: 7/28/22

NOTE: ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.

BID BOND

Project:

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

as Principal, and _____ as

Surety, are hereby held and firmly bound unto

as Owner in the penal sum of _____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrations, successors and assigns.

Signed, this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the _____

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that he obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set fourth herein.

(L.S.)
Principal (Print and Sign)

Surety

By: _____



FY22-ENG-25 Addendum 3
Summit Building & Design
AOC Calton, Ltd., dba Summit Building & Design
Supplier Response

Event Information

Number: FY22-ENG-25 Addendum 3
Title: Sames Auto Arena Roof Replacement
Type: Request For Bid
Issue Date: 6/1/2022
Deadline: 7/28/2022 04:00 PM (CT)
Notes: Bidders may submit their Request for Bid electronically through the use of Cit-E-Bid or in person - hand delivery. Bids without the required check or original bond will NOT be considered. Mailed responses (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile responses will NOT be considered. Copies of the construction plans and specifications may be viewed and/or downloaded free of charge from the City of Laredo website at: <https://www.cityoflaredo.com/bids-and-rfps.html>
<https://cityoflaredo.ionwave.net/>

Construction Companies may submit their Request for Bid electronically through the use of Cit-E-Bid and you must register as a supplier/consultant prior to submitting. If bidder needs to hand-deliver sealed Request For Bid, please follow the steps below:

MANUAL REQUEST FOR BID DROP OFF-PROCEDURES

Note: Manual Bids will be accepted at the City Secretary's office on or before the specified date and time.

1. Please make sure that the bid is in a sealed envelope marked with the following:

- Request for Bid Title
- Name of Company submitting Bid
- Address of Company submitting Bid
- Phone number of Company submitting Bid

2. Please notify front desk downstairs that you are there to drop off a Request for Bid with the City Secretary's office. The front desk receptionist will notify the City Secretary's office to receive the package.

3. All persons shall follow specific instructions to deliver their bid(s) to the City Secretary's office. **(We highly recommend persons to wait to receive a copy of the time-stamped envelope.)**

Thank you for your understanding and help at this time of trying to stay healthy and safe.

Contact Information

Contact: Ramon E. Chavez, P.E.
Address: 1110 Houston St. (2nd Floor)
Laredo, TX 78040
Phone: (956) 791-7346
Email: rchavez@ci.laredo.tx.us

Summit Building & Design Information

Contact: David Acevedo
Address: 4506 Hwy 359
Laredo, TX 78043
Phone: (956) 727-6601
Email: david.acevedo@summitbuildinganddesign.com
Web Address: www.summitbuildinganddesign.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Martha A Navarro for Summit Building & Design
Signature

david.acevedo@summitbuildinganddesign.com
Email

Submitted at 7/29/2022 11:19:50 AM (CT)

Requested Attachments

TAB A - COMPANY INFORMATION QUESTIONNAIRE	<i>No response</i>
This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.	
TAB B - Conflict of Interest Disclosure	<i>No response</i>
This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.	
Tab C - Non-Collusive Affidavit	<i>No response</i>
This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.	
Tab D - Discretionary Contracts Disclosure	<i>No response</i>
This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.	
Tab E - Certificate of Interested Parties (Form 1295)	<i>No response</i>
Form 1295 must be submitted to the Texas Ethics Commission within ten (10) days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.	
Sames Auto Arena Reroof - Specifications	<i>No response</i>
Bidders shall review and include all documents required as part of the bid package for this project	
Sames Auto Arena Reroof - Executed Drawings	<i>No response</i>
Bidders shall review and be familiar with the complete set of construction documents for this project.	
Addendum 1	<i>No response</i>
Bidders shall review and acknowledge Addendum No.1	
WTI Tremco Initial Leak Investigation	<i>No response</i>
Bidders shall review report	
WTI Tremco Field Report #1	<i>No response</i>
Bidders shall review report	
City of Laredo Memorandum - Roof Inspection	<i>No response</i>
Bidders shall review report	
2022 Event Schedule	<i>No response</i>
Bidders shall review Sames Auto Arena schedule	
2023 Event Schedule	<i>No response</i>
Bidders shall review Sames Auto Arena schedule	

Bidders shall acknowledge Addendum No. 2

Addendum No. 3

Bidders shall acknowledge Addendum No. 3

Bid Attributes

1 1.0 GENERAL TERMS AND CONDITIONS FOR REQUEST FOR BID

Interested Respondents or Bidders are required to submit a Request for Bid (RFB) upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents of the City of Laredo shall not be cause to alter the original contract or for a bidder to request additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the services being requested. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the bidder. (c) Bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder’s responsibility to obtain any additional information it deems necessary to submit in its RFB, as well as in the performance of the contract. (d) Bidders are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. (e) The City of Laredo reserves the right to reject any RFB (submittals). (f) The City of Laredo will not reimburse any firm for any costs involved in the preparation and submission of an RFB, amendments or other relevant documents associated with the RFB.

I agree to the General Terms and Conditions (I agree to the General Terms and Conditions)

2 2.0 PREPARATION OF SUBMITTALS

Submittals shall be prepared in accordance with the following:

(a) **Bidders may submit their proposals electronically through the use of the City of Laredo’s electronic procurement system: Cit-E-Bid**, or in-person – hand-delivered to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas 78040. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (b) If hand-delivered, all information required by the Request For Bid shall be furnished. The bidder shall print or type the business name and manually sign the schedule. (c) Alternate Proposals will not be considered unless authorized by the invitation for submittals or any applicable addendum.

I have read and understand this section (I have read and understand this section)

3 3.0 SUBMISSION OF BIDS

(a) Request for Bid (RFB) and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the opening. (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas, 78040. (c) RFB forms can be downloaded and printed through Cit-E-Bid. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (d) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

I have read and understand this section (I have read and understand this section)

4 4.0 REJECTION OF REQUEST FOR BID

The City may reject a Request For Bid (RFB) if:

(a) Bidder misstates or conceals any material fact in the RFB. (b) RFB does not strictly conform to the law or the requirements of the RFB. (c) Bidder is delinquent in the payment of taxes, including state and local, City of Laredo taxes; a bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (d) No RFB submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The bidder will submit such reports as the City may, therefore, require assuring compliance with said practices. (e) The City may reject all RFB's or any part of an RFB whenever it is deemed necessary.

I have read and understand this section (I have read and understand this section)

5 5.0 WITHDRAWAL OF REQUEST OF BID

Bids or proposals may not be withdrawn after they have been opened unless approved by the City Council.

I have read and understand this section (I have read and understand this section)

6 6.0 LATE SUBMITTALS OR MODIFICATIONS

RFB's and modifications received after the time set for the bid or proposal receiving deadline will **not** be considered. Late bids or submittals shall be returned to the bidder or vendor unopened.

I have read and understand this section (I have read and understand this section)

7 7.0 CLARIFICATIONS OR OBJECTION TO REQUEST FOR BID (RFB/Submittal)

If any person contemplating submitting an RFB for this contract is in doubt as to the true meaning of the specifications, or other RFB documents or any part thereof, they may submit to the City Purchasing Agent or City Engineer. All requests for information shall be made in writing through email or Question & Response section on Cit-E-Bid system no later than the Question Deadline date to : CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue Laredo, TX 78041; email: mpescador@ci.laredo.tx.us and/or CITY ENGINEER Ramon E. Chavez, P.E., 1110 Houston St., Laredo, TX 78040; email: rchavez@ci.laredo.tx.us. Any bidder submitting questions shall make reference to a specific RFB number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent or City Engineer to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the RFB during the RFB process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document.

PROTEST

The following sequence of activities must take place in filing a protest:

(a) To be performed by protesting Respondent: Within ten (10) calendar days prior to the time that the City Council considers the recommendation of the City's evaluation committee, the protesting Respondent must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest. (b) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting Respondent of the decision. (c) If the protesting Respondent is not satisfied with the decision of the City Purchasing Officer, such protesting Respondent may appeal to the City Manager of the City of Laredo. If the protesting Respondent cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. (d) All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

The respondents must agree to maintain current, updated disclosure of information on file with the City's Purchasing Office throughout the term of the contract.

Respondents doing business with the City of Laredo shall comply with all applicable provisions of the City of Laredo's Code of Ethics. **Ordinance No. 2012-0-126 (as amended).**

The City will require any and all Respondents to submit a **Non-Collusive Affidavit (Form C)**. The Respondent will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Respondent/Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondent/Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Respondent/Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Respondent/Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

The City will require several forms to be submitted as part of their bids; these required forms are listed on section **20.0 Checklist (required forms)**.

I have read and understand this section (I have read and understand this section)

8 8.0 AWARD OF CONTRACT

The selection and award shall be based on the basis of being the lowest responsive responsible bidder, demonstrated competence and qualifications to perform the services. The bidder or vendor shall bear the burden of proof of compliance with the City of Laredo Engineering Department specifications.

I have read and understand this section (I have read and understand this section)

9 9.0 PAYMENTS & INVOICING

All invoices to the City of Laredo have a 30-day term from receipt of completion of services. All invoices shall be mailed to the **Engineering Department, 1110 Houston St., City Hall (2nd Floor), Laredo, Texas 78040**. Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to jjolly@ci.laredo.tx.us. For more information, please contact **Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7328**.

I have read and understand this section (I have read and understand this section)

10 10.0 CONTRACT REQUIREMENTS

(a) CODE OF ETHICS - Consultants, firms, contractor or vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo’s Code of Ethics (Ordinance 2012-O-126 as amended) Consultants, firms, contractor or vendors may be required to participate in Code of Ethics training.

(b) PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD - A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

(c) COMPANY INFORMATION QUESTIONNAIRE (Form Attached: Section -Tab A) - This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.

(d) CONFLICT OF INTEREST DISCLOSURE (Form Attached: Section -Tab B) - This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.

(e) NON-COLLUSIVE AFFIDAVIT (Form Attached: Section -Tab C) - The City of Laredo requires consultants, firms, contractors, and vendors to submit a Non-Collusive Affidavit. Consultants, firms, contractors, or vendors will be required to state that the party submitting a SOQ, proposal or bid, that such SOQ, proposal or bid is genuine and not collusive or sham; that said respondent or bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other respondent or bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other respondent or bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said response, proposal or bid are true.

(f) DISCRETIONARY CONTRACTS DISCLOSURE (Form Attached: Section -Tab D)

This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.

(g) CERTIFICATE OF INTERESTED PARTIES (Form 1295) (Form Attached: Section -Tab E)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/filinginfo/1295/>. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a

business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

(h) TITLE VI ASSURANCE

The Engineering Department for the City of Laredo along with the Texas Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. ss 2000d to 2000d-4) and the Regulations, hereby notifies all providers that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Statements of Qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

(i) INSURANCE REQUIREMENTS

Contractor shall provide and continuously maintain the minimum insurance coverage set forth below during the term of its agreement with the City of Laredo; and Contractor shall require its subcontractors to purchase the same types and amounts of insurance, at a minimum, as set forth below with respect to statutory workers' compensation and liability insurance.

1. Commercial general liability standard ISO insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include: products/completed operations (\$2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.

2. Workers' compensation insurance at statutory limits, including employers' liability coverage at minimum limits of \$1,000,000 each-occurrence, each accident/\$1,000,000 by disease each occurrence/\$1,000,000 by disease aggregate.

3. Commercial automobile liability insurance at a minimum combined single limit of \$1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.

4. Umbrella liability or following-form excess liability at minimum limits, reference page four for project costs over \$1,000,000. Coverage must be at least as broad as the underlying commercial general liability, auto liability, and employer's liability.

5. Pollution Legal Liability if applicable:

a) Project costs of \$1,000,000 to \$10,000,000 and over \$10,000,000; reference page four for limits.

b) Contractors Pollution Liability:

>Applies to operations that include the use, application, or consumption of pollutants.

>Retro date shall not be later than the inception date of contract.

>Contractual liability coverage to be included in contractor's pollution liability coverage.

c) Environmental Liability:

a. Applies to asbestos and removal of other hazardous materials and/or repair, maintenance, installation, construction operations that are high hazard.

> \$5,000,000 per-claim/\$10,000,000 aggregate minimum.

> Retro date shall not be later than the inception date of contract.

> Contractual liability coverage to be included in contractor's pollution liability coverage.

> At a minimum, coverage must apply to on-premises and transit operations.

6. Professional liability applies to professional services which include but are not limited to design build

contractors, engineers, and architects at minimum limits of \$1,000,000 per-claim/\$2,000,000 annual aggregate. The retro date shall not be later than the inception date of the contract. Reference page four for limits based on project cost.

7. Builders Risk if applicable:

- a) "All-risk" including collapse, flood, and earthquake, to be written on completed value form.
- b) Coverage to include limits of at least \$250,000 for off-premises storage and transit of construction materials. Soft costs to be included at a minimum limit of \$500,000.
- c) Thirty (30)-day occupancy clause to apply.
- d) No testing exclusion should apply.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. City of Laredo shall be named as an additional insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverage, except for the professional liability and workers' compensation.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of City of Laredo shall be contained in all policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that City of Laredo will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
6. The additional insured coverage in the CGL policy in favor of City of Laredo must apply to the ongoing operations of Contractor for contract costs or up to \$1,000,000 and expanded to include products completed operation for contract costs in excess of \$1,000,000.
7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to City of Laredo with a minimum *A.M Best* financial rating of A-VII.
10. Coverage for commercial general liability, professional liability, and pollution legal liability must be maintained for at least one (1) to two (2) years after the project is completed.
11. For projects in excess of \$10,000,000 in cost, a per-project aggregate limit must be included in the commercial general liability.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to City of Laredo within five (5) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

Shall specifically set forth the notice-of-cancellation or termination provisions to City of Laredo.

Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City of Laredo to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish City of Laredo with certified copies of all insurance policies. All of the above insurance provisions and limits are the minimum requirements, as referenced, and may be modified at the sole discretion of the City of Laredo.

BONDS

Bonds are required for public works contracts under the following circumstance:

1. A Bid or Proposal Bond is required in the amount of the bid submitted to the City of Laredo.
2. Performance Bond when the contract is in excess of \$100,000, in a personal sum equal to 100% of the contract cost.
3. Payment or Labor and Material Bond when a contract is in excess of \$50,000, each in a personal sum equal to 100% of the contract cost.

CITY OF LAREDO INSURANCE PROVISIONS AND LIMITS

CONTRACT COST	TYPE OF INSURANCE	LIMITS
Less than \$1,000,000	Umbrella Liability Professional Liability	Not Required \$1,000,000 Per-Claim \$2,000,000 Aggregate
\$1,000,000 to \$5,000,000	Umbrella Liability Professional Liability	\$4,000,000 Per-Occ \$1,500,000 Per-Claim \$3,000,000 Aggregate
\$5,000,000 to \$10,000,000	Umbrella Liability Professional Liability	\$9,000,000 to \$10,000,000 Per-Occ \$1,500,000 Per-Claim/ \$3,000,000 Aggregate to \$2,000,000 Per-Claim/ \$4,000,000 Aggregate
Over \$10,000,000	Umbrella Liability Professional Liability	\$10,000,000 or Higher \$2,000,000 Per-Claim/ \$4,000,000 Aggregate or Higher
\$1,000,000 to \$10,000,000	Contractor's Pollution Legal Liability	\$1,000,000 Per-Claim/ \$2,000,000 Aggregate
Over \$10,000,000	Contractor's Pollution Legal Liability	\$2,000,000 Per-Claim/ \$4,000,000 Aggregate
TAIL COVERAGE		
\$1,000,000 to \$5,000,000	Commercial General Liability Professional Liability, and Pollution Legal Liability	One (1) Year
Over \$5,000,000	Commercial General Liability	Two (2) Years

Professional Liability, and
Pollution Legal Liability

Any Contract Size

Hazardous Environmental Work

Two (2) Years

I have read and understand this section (I have read and understand this section)

11.0 SCOPE OF WORK

The City of Laredo will solicit and receive bids for FY22-ENG-25 Sames Auto Arena Roof Replacement.

The project consists of: Replacement of polyisocyanurate insulation on rooftop surfaces of Sames Auto Arena. Additional construction items include the repair and adjustment of scuppers, drains, mechanical equipment, antenna equipment and other miscellaneous rooftop items. Project site is located at 6700 Arena, Laredo, TX 78041.

Construction contract time for the project is Two Hundred (200) working days.

I have read and understand this section (I have read and understand this section)

12.0 BID OR PROPOSAL PREPARATION COST

The City of Laredo will not reimburse any proposer for any costs involved in the preparation and submission of bids, proposals, amendments or other relevant documents associated with the RFB.

I have read and understand this section (I have read and understand this section)

13.0 TERM OF AGREEMENT

Construction contract time for the project is two hundred (200) working days.

I have read and understand this section (I have read and understand this section)

14.0 GENERAL CONDITIONS

Interested bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB proposal, as well as in the performance of the contract.

Information contained in this document should not be considered all-inclusive. All questions or clarification regarding this RFB proposal request must be submitted to in writing to the City of Laredo Engineering and/or Purchasing Department on or before question deadline scheduled. All questions shall be made in writing, and the person submitting the request will be responsible for its prompt delivery.

City of Laredo Engineering Department
1110 Houston St.
Laredo, Texas 78040
(956) 791-7346

Each question, along with the City's response will be provided in writing to all prospective bidders and included as an addendum to the RFB document. Any verbal communication regarding this request for qualifications will be considered non-binding on either party.

I have read and understand this section (I have read and understand this section)

15.0 ADDITIONAL DISCUSSIONS
5 When determining the need for additional discussions following bid submission and evaluation, the City will determine based upon State procedures and the size and complexity of a project, the need for additional discussions following bid submission and evaluation.
 I have read and understand this section (I have read and understand this section)

16.0 TENTATIVE SCHEDULE FOR PROJECT AWARD
6
1st Advertisement: May 29, 2022
2nd Advertisement: June 5, 2022
Pre-Bid Meeting: June 8, 2022
Questions Deadline: July 15, 2022
Bid Due Date: July 28, 2022
Bid Opening Date: July 29, 2022
Anticipated City Council Award: August 15, 2022

Footnote: The City of Laredo reserves the right to adjust time and dates on above projected schedule if it's in the best interest of the City of Laredo. Contract awards will be awarded upon funding availability.
 I have read and understand this section (I have read and understand this section)

17.0 SPECIAL ACCOMMODATIONS
7
To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting. Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: **Special Accommodations, FY22-ENG-25 - Sames Auto Arena Roof Replacement. To request special accommodations pursuant to the Language Assistance Plan (LAP),** for those with limited English proficiency who need the RFB or other information translated into another language please notify the contact shown below. Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: **Language Assistance Request, FY22-ENG-25 - Sames Auto Arena Roof Replacement.**
 I have read and understand this section (I have read and understand this section)

18.0 DISQUALIFICATION AND DEBARMENT CERTIFICATION
8
By submitting this Request for Bid, the bidder certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098** and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the bidder certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.
 I have read and understand this section (I have read and understand this section)

19	<p>19.0 DISPOSITION OF SUBMITTALS / TEXAS PUBLIC INFORMATION ACT ADHERENCE</p> <p>All bids or submittals and/or any portions thereof become the property of City upon receipt and will not be returned. Any information deemed to be confidential by bidder should be clearly noted on the page(s) where confidential information is contained. However, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by bidder may not be considered confidential under Texas law, or pursuant to a court order. The City of Laredo, by Records Management Ordinance No. 91-O-19, manages records from their creation to their ultimate disposition, consistent with the Texas Local Government Records Act and accepted records management practice; the City also follows the records retention guidelines set out by the Texas State Library and Archives Commission (TSLAC).</p> <p><input type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>
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20	<p>27.0 REQUIRED FORMS AND CONTENTS OF RFB SUBMISSION</p> <p>For an RFB to be considered it must contain the following information:</p> <p>-</p> <p><u>CHECKLIST</u></p> <p>Tab A - Company Information Questionnaire</p> <p>Tab B - Conflict of Interest Disclosure</p> <p>Tab C - Non-Collusive Affidavit</p> <p>Tab D - Discretionary Contracts Disclosure</p> <p>Tab E - Certificate of Interested Parties (Form 1295)</p> <p>Addendum 1 (Signed)</p> <p>Sames Auto Arena Roof Replacement -Addendum 002 -July 20 2022 (Addendum No. 2) (Signed)</p> <p>Addendum No. 3 (Signed)</p> <p>Bids without the required check or original bond will NOT be considered.</p> <p><input type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>
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Bid Lines

1	<p>Base Bid</p> <p>Furnish all labor, equipment, materials, and all other terms necessary to replace the roof</p> <p>Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$4,070,879.00"/> Total: <input type="text" value="\$4,070,879.00"/></p>
2	<p>CONTINGENCY ALLOWANCE: \$720,000.00</p> <p>Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$720,000.00"/> Total: <input type="text" value="\$720,000.00"/></p>

Response Total: \$4,790,879.00



6911 Blanco Road
San Antonio, Texas 78216

P (210) 852-2444
C (210) 514-8913

Terracon.com

August 22, 2022

City of Laredo TX
1110 Houston Street
Laredo, Texas 78041

Attn: Mr. Ramon E. Chavez, P.E., City Engineer
P: [956] 791-7346
E: rchavez@ci.laredo.tx.us.com

Re: Recommendation Letter
City of Laredo
Sames Auto Arena Roof Replacement Project
Terracon Project No. FB216047

Dear Mr. Chavez:

Terracon has reviewed the bid packages of the three bidders that were provided to us by the City of Laredo. Based upon the bid amounts and documentation included within the submitted bid packages, Terracon recommends that the City of Laredo award ABBA Construction, LLC the contract for this project.

Sincerely,

Terracon Consultants, Inc.

Les Hines, CEI
Senior Facilities Professional
Facilities Engineering Division

Jesse H. Aguilar, P.E.
Principal / Department Manager III
Facilities Engineering Division

Copies Submitted:	(1)	Above (Email Only)
Attachments:	(1)	Sames Auto Arena Bid Breakdown Sheet
	(1)	Sames Auto Arena Bid Submittals Sheet

SAMES AUTO ARENA BID BREAKDOWN SHEET

Project: City of Laredo - Sames Auto Arena Roof Replacement
Terracon Project Number: FB216047



BIDDER	BASE BID			ALTERNATE #1 (annual roof maintenance agreement)	UNIT COSTS									NOTES
	BASE BID (LUMP SUM)	CONTINGENCY (LUMP SUM)	TOTAL BASE BID + CONTINGENCY		Metal Deck per square foot	Fireproofing per square foot	2x4 Lumber per linear foot	2x6 Lumber per linear foot	2x8 Lumber per linear foot	2x10 Lumber per linear foot	2x12 Lumber per linear foot	3/4" plywood per square foot		
Melo Roofing Construction and Restoration	\$543,750	\$550,000	\$1,093,750	\$32,000	\$12.00	\$5.00	\$2.75	\$3.25	\$3.50	\$3.50	\$7.00	\$3.50	Full contingency amount of \$720,000 was not added into total base bid	
Abba Construction, LLC	\$2,293,999	\$720,000	\$3,013,999	\$29,000	\$35.00	\$12.00	\$1.98	\$1.99	\$2.35	\$3.35	\$4.19	\$2.45		
Summit Building & Design	\$4,070,879	\$720,000	\$4,790,879	\$3,995	\$23.00	\$575.00	\$7.00	\$9.50	\$11.50	\$13.80	\$16.10	\$5.25	Fireproofing unit cost is unusually high	

SAMES AUTO ARENA BID SUBMITTALS SHEET

Project: City of Laredo - Sames Auto Arena Roof Replacement
Terracon Project Number: FB216047



BIDDER	BID BOND	Tab A	Tab B	Tab C	Tab D	Tab E	ADDENDUM 1	ADDENDUM 2	ADDENDUM 3	Wage Determination	Labor Provisions	Affirmative Action Program	Statement of Materials and Other Charges	Information from Bidders	Statement of Materials and Other Charges	Subcontractors	Suppliers	NOTES
		Company Information Questionnaire	Conflict of Interest Disclosure	Non-Collision Affidavit	Discretionary Contracts Disclosure	Certificate of Interested Parties												
Melo Roofing Construction & Restoration	X	X	X	✓	X	X	✓	✓	✓	X	X	X	✓	✓	✓	NONE LISTED	NOT LISTED	Largest project indicated in information from bidders \$1,400,000 - Yusen Logistics, Inc.
Abba Construction, LLC	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Roofing (None Provided) Electica (Black Electric) HVAC (Gateway Air) Plumbing (None Provided) Lighting Protection (None Provided) EFIS (None Provided) Fireproofing (None Provided)	Roofing Supplier (Carlisle) Other Roofing Supplies (ABC Supply) Other Roofing Supplies (McCoys)	Largest project indicated in information from bidders \$948,000 - El Metro Roof Replacement
Summit Building & Design	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Roofing (J.J Flores Roofing) Electical (Nationwide Electric) HVAC (Ortizo A/C) Plumbing (Chavarrias Plumbing) Lighting Protection (None Provided) EFIS (None Provided) Fireproofing (None Provided)	NOT LISTED	Largest project indicated in information from bidders \$11,427,328 - Mathis High School Additions & Renovations

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Riazul Mia, P.E., Assistant City Manager

Staff Source: Ramon E. Chavez, P.E. City Engineer and Karina Elizondo, MPA, Director Animal Care Facility

SUBJECT

Consideration for approval to reject the two (2) bids received for FY22-ENG-39 City of Laredo Animal Care Facility Phase IV Kennels "E" and New Medical Facility consisting of constructing a new pet adoption center, new medical building and new kennel building. There is no financial impact.

One (1) manual bid, and one (1) electronic bid through Cit-E-Bid were received at the City Secretary's Office at 4:00 P.M. on Wednesday, August 31, 2022 and publicly opened, read, and taken under advisement on Thursday, September 1, 2022, at 10:00 A.M. as follows:

Contractor	Total Base Bid
ALC Construction Co., Inc, Laredo, Tx.	\$1,466,000.00
Midas Contractors, LLC, Laredo, Tx.	\$1,930,000.00

Attached is the recommendation letter from JHS Architect to reject all bids.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

This project consists of: Constructing of a new pet adoption center, new medical building and new kennel building.

Plans and specifications were prepared by JHS Architect, Laredo, Texas.

One (1) manual bid, and one (1) electronic bid through Cit-E-Bid were received at the City Secretary's Office at 4:00 P.M. on Wednesday, August 31, 2022, and publicly opened, read, and taken under advisement on Thursday, September 1, 2022, at 10:00 A.M. as follows:

Contractor	Total Base Bid
ALC Construction Co., Inc, Laredo, Tx.	\$1,466,000.00

Midas Contractors, LLC, Laredo, Tx.

\$1,930,000.00

Construction contract time for the project is two hundred and seventy (270) calendar days.

The two (2) bids and bid bonds received were reviewed by JHS Architect per attached recommendation letter.

Staff recommends the rejection of both bids received

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of this motion.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

There is no financial impact at this time.

Attachments

Supplier Response-ALC

Midas-Response

Recommendation letter



FY22-ENG-39 Addendum 1 ALC Construction Co., Inc. Supplier Response

Event Information

Number: FY22-ENG-39 Addendum 1
Title: City of Laredo Animal Care Facility Phase IV Kennels "E" and New Medical Facility
Type: Request For Bid
Issue Date: 8/11/2022
Deadline: 8/31/2022 04:00 PM (CT)
Notes: Bidders may submit their Request for Bid electronically through the use of Cit-E-Bid or in person - hand delivery. Bids without the required check or original bond will NOT be considered. Mailed responses (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile responses will NOT be considered. Copies of the construction plans and specifications may be viewed and/or downloaded free of charge from the City of Laredo website at: <https://www.cityoflaredo.com/bids-and-rfps.html>
<https://cityoflaredo.ionwave.net/>

Construction Companies may submit their Request for Bid electronically through the use of Cit-E-Bid and

you must register as a supplier/consultant prior to submitting. If bidder needs to hand-deliver sealed Request For Bid, please follow the steps below:

MANUAL REQUEST FOR BID DROP OFF-PROCEDURES

Note: Manual Bids will be accepted at the City Secretary's office on or before the specified date and time.

1. Please make sure that the bid is in a sealed envelope marked with the following:

- Request for Bid Title
- Name of Company submitting Bid
- Address of Company submitting Bid
- Phone number of Company submitting Bid

2. Please notify front desk downstairs that you are there to drop off a Request for Bid with the City Secretary's office. The front desk receptionist will notify the City Secretary's office to receive the package.

3. All persons shall follow specific instructions to deliver their bid(s) to the City Secretary's office. **(We highly recommend persons to wait to receive a copy of the time-stamped envelope.)**

Thank you for your understanding and help at this time of trying to stay healthy and safe.

Contact Information

Contact: Ramon E. Chavez, P.E.
Address: 1110 Houston St. (2nd Floor)
Laredo, TX 78040
Phone: (956) 791-7346
Email: rchavez@ci.laredo.tx.us

ALC Construction Co., Inc. Information

Contact: Daniel Alvarado
Address: 3706 Flores Ave.
Laredo, TX 78041
Phone: (956) 237-2369
Email: alc_construction@hotmail.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Daniel Alvarado
Signature

alc_construction@hotmail.com
Email

Submitted at 8/31/2022 03:24:57 PM (CT)

Requested Attachments

TAB A - COMPANY INFORMATION QUESTIONNAIRE 39.0_TAB_A_-_Company_Information_Questionnaire.pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

TAB B - Conflict of Interest Disclosure 40.0_TAB_B_-_Conflict_of_Interest_Disclosure.pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab C - Non-Collusive Affidavit Affidavit Animal Care Facility.pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab D - Discretionary Contracts Disclosure 42.0 TAB D - Discretionary Contracts Disclosure.pdf

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab E - Certificate of Interested Parties (Form 1295) Form 1295 Certificate 100951724.pdf

Form 1295 must be submitted to the Texas Ethics Commission within ten (10) days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

CoL Animal Care Facility Phase IV Addendum No.1 CoL Animal Care Facility Phase IV Addendum No.1.pdf

Bidders shall review and acknowledge Addendum No.1

COL Animal Care Facility - Geotech Report *No response*

COL Animal Care Facility - Geotech Report

Laredo Animal Care Facility Phase IV - Pre Proposal Questions *No response*

Laredo Animal Care Facility Phase IV - Pre Proposal Questions

Bid Attributes

1 1.0 GENERAL TERMS AND CONDITIONS FOR REQUEST FOR BID

Interested Respondents or Bidders are required to submit a Request for Bid (RFB) upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents of the City of Laredo shall not be cause to alter the original contract or for a bidder to request additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the services being requested. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the bidder. (c) Bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB, as well as in the performance of the contract. (d) Bidders are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. (e) The City of Laredo reserves the right to reject any RFB (submittals). (f) The City of Laredo will not reimburse any firm for any costs involved in the preparation and submission of an RFB, amendments or other relevant documents associated with the RFB.

I agree to the General Terms and Conditions (I agree to the General Terms and Conditions)

2 2.0 PREPARATION OF SUBMITTALS

Submittals shall be prepared in accordance with the following:

(a) **Bidders may submit their proposals electronically through the use of the City of Laredo's electronic procurement system: *Cit-E-Bid***, or in-person – hand-delivered to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas 78040. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (b) If hand-delivered, all information required by the Request For Bid shall be furnished. The bidder shall print or type the business name and manually sign the schedule. (c) Alternate Proposals will not be considered unless authorized by the invitation for submittals or any applicable addendum.

I have read and understand this section (I have read and understand this section)

3 3.0 SUBMISSION OF BIDS

(a) Request for Bid (RFB) and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the opening. (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas, 78040. (c) RFB forms can be downloaded and printed through *Cit-E-Bid*. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (d) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

I have read and understand this section (I have read and understand this section)

4 4.0 REJECTION OF REQUEST FOR BID

The City may reject a Request For Bid (RFB) if:

(a) Bidder misstates or conceals any material fact in the RFB. (b) RFB does not strictly conform to the law or the requirements of the RFB. (c) Bidder is delinquent in the payment of taxes, including state and local, City of Laredo taxes; a bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (d) No RFB submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The bidder will submit such reports as the City may, therefore, require assuring compliance with said practices. (e) The City may reject all RFB's or any part of an RFB whenever it is deemed necessary.

I have read and understand this section (I have read and understand this section)

5 5.0 WITHDRAWAL OF REQUEST OF BID

Bids or proposals may not be withdrawn after they have been opened unless approved by the City Council.

I have read and understand this section (I have read and understand this section)

6 6.0 LATE SUBMITTALS OR MODIFICATIONS

RFB's and modifications received after the time set for the bid or proposal receiving deadline will not be considered. Late bids or submittals shall be returned to the bidder or vendor unopened.

I have read and understand this section (I have read and understand this section)

7 7.0 CLARIFICATIONS OR OBJECTION TO REQUEST FOR BID (RFB/Submittal)

If any person contemplating submitting an RFB for this contract is in doubt as to the true meaning of the specifications, or other RFB documents or any part thereof, they may submit to the City Purchasing Agent or City Engineer. All requests for information shall be made in writing through email or Question & Response section on Cit-E-Bid system no later than the Question Deadline date to : CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue Laredo, TX 78041; email: mpescador@ci.laredo.tx.us and/or CITY ENGINEER Ramon E. Chavez, P.E., 1110 Houston St., Laredo, TX 78040; email: rchavez@ci.laredo.tx.us. Any bidder submitting questions shall make reference to a specific RFB number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent or City Engineer to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the RFB during the RFB process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document.

PROTEST

The following sequence of activities must take place in filing a protest:

(a) To be performed by protesting Respondent: Within ten (10) calendar days prior to the time that the City Council considers the recommendation of the City's evaluation committee, the protesting Respondent must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest. (b) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting Respondent of the decision. (c) If the protesting Respondent is not satisfied with the decision of the City Purchasing Officer, such protesting Respondent may appeal to the City Manager of the City of Laredo. If the protesting Respondent cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. (d) All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

The respondents must agree to maintain current, updated disclosure of information on file with the City's Purchasing Office throughout the term of the contract.

Respondents doing business with the City of Laredo shall comply with all applicable provisions of the City of Laredo's Code of Ethics. **Ordinance No. 2012-0-126 (as amended)**.

The City will require any and all Respondents to submit a **Non-Collusive Affidavit (Form C)**. The Respondent will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Respondent/Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondent/Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Respondent/Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Respondent/Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

The City will require several forms to be submitted as part of their bids; these required forms are listed on section **20.0 Checklist (required forms)**.

I have read and understand this section (I have read and understand this section)

8 8.0 AWARD OF CONTRACT

The selection and award shall be based on the basis of being the lowest responsive responsible bidder, demonstrated competence and qualifications to perform the services. The bidder or vendor shall bear the burden of proof of compliance with the City of Laredo Engineering Department specifications.

I have read and understand this section (I have read and understand this section)

9 9.0 PAYMENTS & INVOICING

All invoices to the City of Laredo have a 30-day term from receipt of completion of services. All invoices shall be mailed to the **Engineering Department, 1110 Houston St., City Hall (2nd Floor), Laredo, Texas 78040**. Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to jjolly@ci.laredo.tx.us. For more information, please contact **Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7328**.

I have read and understand this section (I have read and understand this section)

10 10.0 CONTRACT REQUIREMENTS

(a) CODE OF ETHICS - Consultants, firms, contractor or vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance 2012-O-126 as amended) Consultants, firms, contractor or vendors may be required to participate in Code of Ethics training.

(b) PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD - A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

(c) COMPANY INFORMATION QUESTIONNAIRE (Form Attached: Section -Tab A) - This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.

(d) CONFLICT OF INTEREST DISCLOSURE (Form Attached: Section -Tab B) - This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.

(e) NON-COLLUSIVE AFFIDAVIT (Form Attached: Section -Tab C) - The City of Laredo requires consultants, firms, contractors, and vendors to submit a Non-Collusive Affidavit. Consultants, firms, contractors, or vendors will be required to state that the party submitting a SOQ, proposal or bid, that such SOQ, proposal or bid is genuine and not collusive or sham; that said respondent or bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other respondent or bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other respondent or bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said response, proposal or bid are true.

(f) DISCRETIONARY CONTRACTS DISCLOSURE (Form Attached: Section -Tab D)

This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.

(g) CERTIFICATE OF INTERESTED PARTIES (Form 1295) (Form Attached: Section -Tab E)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/filinginfo/1295/>. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a

business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

(h) TITLE VI ASSURANCE

The Engineering Department for the City of Laredo along with the Texas Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. ss 2000d to 2000d-4) and the Regulations, hereby notifies all providers that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Statements of Qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

(i) INSURANCE REQUIREMENTS

Contractor shall provide and continuously maintain the minimum insurance coverage set forth below during the term of its agreement with the City of Laredo; and Contractor shall require its subcontractors to purchase the same types and amounts of insurance, at a minimum, as set forth below with respect to statutory workers' compensation and liability insurance.

1. Commercial general liability standard ISO insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include: products/completed operations (\$2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.

2. Workers' compensation insurance at statutory limits, including employers' liability coverage at minimum limits of \$1,000,000 each-occurrence, each accident/\$1,000,000 by disease each occurrence/\$1,000,000 by disease aggregate.

3. Commercial automobile liability insurance at a minimum combined single limit of \$1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.

4. Umbrella liability or following-form excess liability at minimum limits, reference page four for project costs over \$1,000,000. Coverage must be at least as broad as the underlying commercial general liability, auto liability, and employer's liability.

5. Pollution Legal Liability if applicable:

a) Project costs of \$1,000,000 to \$10,000,000 and over \$10,000,000; reference page four for limits.

b) Contractors Pollution Liability:

>Applies to operations that include the use, application, or consumption of pollutants.

>Retro date shall not be later than the inception date of contract.

>Contractual liability coverage to be included in contractor's pollution liability coverage.

c) Environmental Liability:

a. Applies to asbestos and removal of other hazardous materials and/or repair, maintenance, installation, construction operations that are high hazard.

> \$5,000,000 per-claim/\$10,000,000 aggregate minimum.

> Retro date shall not be later than the inception date of contract.

> Contractual liability coverage to be included in contractor's pollution liability coverage.

> At a minimum, coverage must apply to on-premises and transit operations.

6. Professional liability applies to professional services which include but are not limited to design build

contractors, engineers, and architects at minimum limits of \$1,000,000 per-claim/\$2,000,000 annual aggregate. The retro date shall not be later than the inception date of the contract. Reference page four for limits based on project cost.

7. Builders Risk if applicable:

- a) "All-risk" including collapse, flood, and earthquake, to be written on completed value form.
- b) Coverage to include limits of at least \$250,000 for off-premises storage and transit of construction materials. Soft costs to be included at a minimum limit of \$500,000.
- c) Thirty (30)-day occupancy clause to apply.
- d) No testing exclusion should apply.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. City of Laredo shall be named as an additional insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverage, except for the professional liability and workers' compensation.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of City of Laredo shall be contained in all policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that City of Laredo will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
6. The additional insured coverage in the CGL policy in favor of City of Laredo must apply to the ongoing operations of Contractor for contract costs or up to \$1,000,000 and expanded to include products completed operation for contract costs in excess of \$1,000,000.
7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to City of Laredo with a minimum *A.M Best* financial rating of A-VII.
10. Coverage for commercial general liability, professional liability, and pollution legal liability must be maintained for at least one (1) to two (2) years after the project is completed.
11. For projects in excess of \$10,000,000 in cost, a per-project aggregate limit must be included in the commercial general liability.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to City of Laredo within five (5) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

Shall specifically set forth the notice-of-cancellation or termination provisions to City of Laredo.

Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City of Laredo to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish City of Laredo with certified copies of all insurance policies.

All of the above insurance provisions and limits are the minimum requirements, as referenced, and may be modified at the sole discretion of the City of Laredo.

BONDS

Bonds are required for public works contracts under the following circumstance:

1. A Bid or Proposal Bond is required in the amount of the bid submitted to the City of Laredo.
2. Performance Bond when the contract is in excess of \$100,000, in a personal sum equal to 100% of the contract cost.
3. Payment or Labor and Material Bond when a contract is in excess of \$50,000, each in a personal sum equal to 100% of the contract cost.

CITY OF LAREDO INSURANCE PROVISIONS AND LIMITS

CONTRACT COST	TYPE OF INSURANCE	LIMITS
Less than \$1,000,000	Umbrella Liability Professional Liability	Not Required \$1,000,000 Per-Claim \$2,000,000 Aggregate
\$1,000,000 to \$5,000,000	Umbrella Liability Professional Liability	\$4,000,000 Per-Occ \$1,500,000 Per-Claim \$3,000,000 Aggregate
\$5,000,000 to \$10,000,000	Umbrella Liability Professional Liability	\$9,000,000 to \$10,000,000 Per-Occ \$1,500,000 Per-Claim/ \$3,000,000 Aggregate to \$2,000,000 Per-Claim/ \$4,000,000 Aggregate
Over \$10,000,000	Umbrella Liability Professional Liability	\$10,000,000 or Higher \$2,000,000 Per-Claim/ \$4,000,000 Aggregate or Higher
\$1,000,000 to \$10,000,000	Contractor's Pollution Legal Liability	\$1,000,000 Per-Claim/ \$2,000,000 Aggregate
Over \$10,000,000	Contractor's Pollution Legal Liability	\$2,000,000 Per-Claim/ \$4,000,000 Aggregate
TAIL COVERAGE		
\$1,000,000 to \$5,000,000	Commercial General Liability Professional Liability, and Pollution Legal Liability	One (1) Year
Over \$5,000,000	Commercial General Liability	Two (2) Years

Professional Liability, and
Pollution Legal Liability

Any Contract Size

Hazardous Environmental Work

Two (2) Years

I have read and understand this section (I have read and understand this section)

1 11.0 SCOPE OF WORK

The City of Laredo will solicit and receive bids for **FY22-ENG-39 City of Laredo Animal Care Facility Phase IV Kennels "E" and New Medical Facility.**

This project consists of: Constructing of a new medical building and new kennel building.

Construction contract time for the project is two hundred and seventy (270) calendar days.

I have read and understand this section (I have read and understand this section)

1 2 12.0 BID OR PROPOSAL PREPARATION COST

The City of Laredo will not reimburse any proposer for any costs involved in the preparation and submission of bids, proposals, amendments or other relevant documents associated with the RFB.

I have read and understand this section (I have read and understand this section)

1 3 13.0 TERM OF AGREEMENT

Construction contract time for the project is two hundred and seventy (270) calendar days.

I have read and understand this section (I have read and understand this section)

1 4 14.0 GENERAL CONDITIONS

Interested bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB proposal, as well as in the performance of the contract.

Information contained in this document should not be considered all-inclusive. All questions or clarification regarding this RFB proposal request must be submitted to in writing to the City of Laredo Engineering and/or Purchasing Department on or before question deadline scheduled. All questions shall be made in writing, and the person submitting the request will be responsible for its prompt delivery.

City of Laredo Engineering Department
1110 Houston St.
Laredo, Texas 78040
(956) 791-7346

Each question, along with the City's response will be provided in writing to all prospective bidders and included as an addendum to the RFB document. Any verbal communication regarding this request for qualifications will be considered non-binding on either party.

I have read and understand this section (I have read and understand this section)

1 5 15.0 ADDITIONAL DISCUSSIONS

When determining the need for additional discussions following bid submission and evaluation, the City will determine based upon State procedures and the size and complexity of a project, the need for additional discussions following bid submission and evaluation.

I have read and understand this section (I have read and understand this section)

1 6	<p>16.0 TENTATIVE SCHEDULE FOR PROJECT AWARD</p> <p>1st Advertisement: August 7, 2022 2nd Advertisement: August 14, 2022 Pre-Bid Meeting: August 17, 2022 Questions Deadline: August 24, 2022 Bid Due Date: August 31, 2022 Bid Opening Date: September 1, 2022 Anticipated City Council Award: September 19, 2022</p> <p><i>Footnote: The City of Laredo reserves the right to adjust time and dates on above projected schedule if it's in the best interest of the City of Laredo. Contract awards will be awarded upon funding availability.</i></p> <p><input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>
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1 7	<p>17.0 SPECIAL ACCOMMODATIONS</p> <p>To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting. Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: Special Accommodations, FY22-ENG-39 City of Laredo Animal Care Facility Phase IV Kennels "E" and New Medical Facility. To request special accommodations pursuant to the Language Assistance Plan (LAP), for those with limited English proficiency who need the RFB or other information translated into another language please notify the contact shown below. Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: Language Assistance Request, FY22-ENG-39 City of Laredo Animal Care Facility Phase IV Kennels "E" and New Medical Facility.</p> <p><input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>
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1 8	<p>18.0 DISQUALIFICATION AND DEBARMENT CERTIFICATION</p> <p>By submitting this Request for Bid, the bidder certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-O-098 and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the bidder certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.</p> <p><input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>
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19	<p>19.0 DISPOSITION OF SUBMITTALS / TEXAS PUBLIC INFORMATION ACT ADHERENCE</p> <p>All bids or submittals and/or any portions thereof become the property of City upon receipt and will not be returned. Any information deemed to be confidential by bidder should be clearly noted on the page(s) where confidential information is contained. However, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by bidder may not be considered confidential under Texas law, or pursuant to a court order. The City of Laredo, by Records Management Ordinance No. 91-O-19, manages records from their creation to their ultimate disposition, consistent with the Texas Local Government Records Act and accepted records management practice; the City also follows the records retention guidelines set out by the Texas State Library and Archives Commission (TSLAC).</p> <p><input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>
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20	<p>27.0 REQUIRED FORMS AND CONTENTS OF RFB SUBMISSION</p> <p>For an RFB to be considered it must contain the following information:</p> <p><u>CHECKLIST</u></p> <p>Tab A - Company Information Questionnaire Tab B - Conflict of Interest Disclosure Tab C - Non-Collusive Affidavit Tab D - Discretionary Contracts Disclosure Tab E - Certificate of Interested Parties (Form 1295) COL Animal Care Facility Phase IV Addendum No.1</p> <p>Bids without the required check or original bond will NOT be considered.</p> <p><input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>
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Bid Lines

1	<p>Furnish all labor, equipment, materials, and all other terms necessary to construct the new medical building and new kennel building</p> <p>Quantity: <u> 1 </u> UOM: <u> LS </u> Price: \$1,466,000.00 Total: \$1,466,000.00</p>
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Response Total: \$1,466,000.00



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we ALC Construction Co., Inc.
as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, as surety, hereinafter called the
"Surety," are held and firmly bound unto City of Laredo
as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest amount bid by Principal for the
payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Animal Care Facility Phase IV
Kennels ""E"" and New Medical Facility Proj. No. FY22-ENG-39

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 31st day of August, 2022.

ALC Construction Co., Inc.
(Principal)
BY: Paul Alvarez
TITLE: President

SURETEC INSURANCE COMPANY
BY: Maria Yolanda Lopez
Maria Yolanda Lopez, Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maria Yolanda Lopez

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: ALC Construction Co., Inc.
Obligee: City of Laredo
Amount: \$ 1,500,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 27th day of October, A.D. 2020.

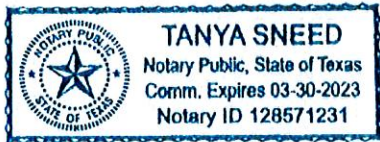
SURETEC INSURANCE COMPANY


By: 
Michael C. Keimig, President

State of Texas ss:
County of Harris



On this 27th day of October, A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 31st day of August, 2022, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE **Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



FY22-ENG-39 Addendum 1 Midas Contractors LLC Supplier Response

Event Information

Number: FY22-ENG-39 Addendum 1
Title: City of Laredo Animal Care Facility Phase IV Kennels "E" and New Medical Facility
Type: Request For Bid
Issue Date: 8/11/2022
Deadline: 8/31/2022 04:00 PM (CT)
Notes: Bidders may submit their Request for Bid electronically through the use of Cit-E-Bid or in person - hand delivery. Bids without the required check or original bond will NOT be considered. Mailed responses (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile responses will NOT be considered. Copies of the construction plans and specifications may be viewed and/or downloaded free of charge from the City of Laredo website at: <https://www.cityoflaredo.com/bids-and-rfps.html>
<https://cityoflaredo.ionwave.net/>

Construction Companies may submit their Request for Bid electronically through the use of Cit-E-Bid and

you must register as a supplier/consultant prior to submitting. If bidder needs to hand-deliver sealed Request For Bid, please follow the steps below:

MANUAL REQUEST FOR BID DROP OFF-PROCEDURES

Note: Manual Bids will be accepted at the City Secretary's office on or before the specified date and time.

1. Please make sure that the bid is in a sealed envelope marked with the following:

- Request for Bid Title
- Name of Company submitting Bid
- Address of Company submitting Bid
- Phone number of Company submitting Bid

2. Please notify front desk downstairs that you are there to drop off a Request for Bid with the City Secretary's office. The front desk receptionist will notify the City Secretary's office to receive the package.

3. All persons shall follow specific instructions to deliver their bid(s) to the City Secretary's office. **(We highly recommend persons to wait to receive a copy of the time-stamped envelope.)**

Thank you for your understanding and help at this time of trying to stay healthy and safe.

Contact Information

Contact: Ramon E. Chavez, P.E.
Address: 1110 Houston St. (2nd Floor)
Laredo, TX 78040
Phone: (956) 791-7346
Email: rchavez@ci.laredo.tx.us

Midas Contractors LLC Information

Address: 203 Valladolid Ave

Laredo, TX 78046

Phone: (956) 231-9142

Email: nelso@midascontractors.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Martha A Navarro for Midas Contractors LLC

nelso@midascontractors.com

Signature

Email

Submitted at 9/1/2022 10:09:27 AM (CT)

Requested Attachments

TAB A - COMPANY INFORMATION QUESTIONNAIRE

No response

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

TAB B - Conflict of Interest Disclosure

No response

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab C - Non-Collusive Affidavit

No response

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab D - Discretionary Contracts Disclosure

No response

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

Tab E - Certificate of Interested Parties (Form 1295)

No response

Form 1295 must be submitted to the Texas Ethics Commission within ten (10) days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

CoL Animal Care Facility Phase IV Addendum No.1

No response

Bidders shall review and acknowledge Addendum No.1

COL Animal Care Facility - Geotech Report

No response

COL Animal Care Facility - Geotech Report

Laredo Animal Care Facility Phase IV - Pre Proposal Questions

No response

Laredo Animal Care Facility Phase IV - Pre Proposal Questions

Bid Attributes

1 1.0 GENERAL TERMS AND CONDITIONS FOR REQUEST FOR BID

Interested Respondents or Bidders are required to submit a Request for Bid (RFB) upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents of the City of Laredo shall not be cause to alter the original contract or for a bidder to request additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the services being requested. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the bidder. (c) Bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB, as well as in the performance of the contract. (d) Bidders are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. (e) The City of Laredo reserves the right to reject any RFB (submittals). (f) The City of Laredo will not reimburse any firm for any costs involved in the preparation and submission of an RFB, amendments or other relevant documents associated with the RFB.

I agree to the General Terms and Conditions (I agree to the General Terms and Conditions)

2 2.0 PREPARATION OF SUBMITTALS

Submittals shall be prepared in accordance with the following:

(a) **Bidders may submit their proposals electronically through the use of the City of Laredo's electronic procurement system: *Cit-E-Bid***, or in-person – hand-delivered to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas 78040. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (b) If hand-delivered, all information required by the Request For Bid shall be furnished. The bidder shall print or type the business name and manually sign the schedule. (c) Alternate Proposals will not be considered unless authorized by the invitation for submittals or any applicable addendum.

I have read and understand this section (I have read and understand this section)

3 3.0 SUBMISSION OF BIDS

(a) Request for Bid (RFB) and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the opening. (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas, 78040. (c) RFB forms can be downloaded and printed through *Cit-E-Bid*. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (d) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

I have read and understand this section (I have read and understand this section)

4 4.0 REJECTION OF REQUEST FOR BID

The City may reject a Request For Bid (RFB) if:

(a) Bidder misstates or conceals any material fact in the RFB. (b) RFB does not strictly conform to the law or the requirements of the RFB. (c) Bidder is delinquent in the payment of taxes, including state and local, City of Laredo taxes; a bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (d) No RFB submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The bidder will submit such reports as the City may, therefore, require assuring compliance with said practices. (e) The City may reject all RFB's or any part of an RFB whenever it is deemed necessary.

I have read and understand this section (I have read and understand this section)

5 5.0 WITHDRAWAL OF REQUEST OF BID

Bids or proposals may not be withdrawn after they have been opened unless approved by the City Council.

I have read and understand this section (I have read and understand this section)

6 6.0 LATE SUBMITTALS OR MODIFICATIONS

RFB's and modifications received after the time set for the bid or proposal receiving deadline will **not** be considered. Late bids or submittals shall be returned to the bidder or vendor unopened.

I have read and understand this section (I have read and understand this section)

7 7.0 CLARIFICATIONS OR OBJECTION TO REQUEST FOR BID (RFB/Submittal)

If any person contemplating submitting an RFB for this contract is in doubt as to the true meaning of the specifications, or other RFB documents or any part thereof, they may submit to the City Purchasing Agent or City Engineer. All requests for information shall be made in writing through email or Question & Response section on Cit-E-Bid system no later than the Question Deadline date to : CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue Laredo, TX 78041; email: mpescador@ci.laredo.tx.us and/or CITY ENGINEER Ramon E. Chavez, P.E., 1110 Houston St., Laredo, TX 78040; email: rchavez@ci.laredo.tx.us. Any bidder submitting questions shall make reference to a specific RFB number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent or City Engineer to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the RFB during the RFB process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document.

PROTEST

The following sequence of activities must take place in filing a protest:

(a) To be performed by protesting Respondent: Within ten (10) calendar days prior to the time that the City Council considers the recommendation of the City's evaluation committee, the protesting Respondent must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest. (b) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting Respondent of the decision. (c) If the protesting Respondent is not satisfied with the decision of the City Purchasing Officer, such protesting Respondent may appeal to the City Manager of the City of Laredo. If the protesting Respondent cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. (d) All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

The respondents must agree to maintain current, updated disclosure of information on file with the City's Purchasing Office throughout the term of the contract.

Respondents doing business with the City of Laredo shall comply with all applicable provisions of the City of Laredo's Code of Ethics. **Ordinance No. 2012-0-126 (as amended)**.

The City will require any and all Respondents to submit a **Non-Collusive Affidavit (Form C)**. The Respondent will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Respondent/Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondent/Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Respondent/Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Respondent/Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

The City will require several forms to be submitted as part of their bids; these required forms are listed on section **20.0 Checklist (required forms)**.

I have read and understand this section (I have read and understand this section)

8 8.0 AWARD OF CONTRACT

The selection and award shall be based on the basis of being the lowest responsive responsible bidder, demonstrated competence and qualifications to perform the services. The bidder or vendor shall bear the burden of proof of compliance with the City of Laredo Engineering Department specifications.

I have read and understand this section (I have read and understand this section)

9 9.0 PAYMENTS & INVOICING

All invoices to the City of Laredo have a 30-day term from receipt of completion of services. All invoices shall be mailed to the **Engineering Department, 1110 Houston St., City Hall (2nd Floor), Laredo, Texas 78040**. Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to jjolly@ci.laredo.tx.us. For more information, please contact **Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7328**.

I have read and understand this section (I have read and understand this section)

10 10.0 CONTRACT REQUIREMENTS

(a) CODE OF ETHICS - Consultants, firms, contractor or vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo’s Code of Ethics (Ordinance 2012-O-126 as amended) Consultants, firms, contractor or vendors may be required to participate in Code of Ethics training.

(b) PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD - A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

(c) COMPANY INFORMATION QUESTIONNAIRE (Form Attached: Section -Tab A) - This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.

(d) CONFLICT OF INTEREST DISCLOSURE (Form Attached: Section -Tab B) - This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.

(e) NON-COLLUSIVE AFFIDAVIT (Form Attached: Section -Tab C) - The City of Laredo requires consultants, firms, contractors, and vendors to submit a Non-Collusive Affidavit. Consultants, firms, contractors, or vendors will be required to state that the party submitting a SOQ, proposal or bid, that such SOQ, proposal or bid is genuine and not collusive or sham; that said respondent or bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other respondent or bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other respondent or bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said response, proposal or bid are true.

(f) DISCRETIONARY CONTRACTS DISCLOSURE (Form Attached: Section -Tab D)
This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.

(g) CERTIFICATE OF INTERESTED PARTIES (Form 1295) (Form Attached: Section -Tab E)
Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/filinginfo/1295/>. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a

business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

(h) TITLE VI ASSURANCE

The Engineering Department for the City of Laredo along with the Texas Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. ss 2000d to 2000d-4) and the Regulations, hereby notifies all providers that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Statements of Qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

(i) INSURANCE REQUIREMENTS

Contractor shall provide and continuously maintain the minimum insurance coverage set forth below during the term of its agreement with the City of Laredo; and Contractor shall require its subcontractors to purchase the same types and amounts of insurance, at a minimum, as set forth below with respect to statutory workers' compensation and liability insurance.

1. Commercial general liability standard ISO insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include: products/completed operations (\$2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.

2. Workers' compensation insurance at statutory limits, including employers' liability coverage at minimum limits of \$1,000,000 each-occurrence, each accident/\$1,000,000 by disease each occurrence/\$1,000,000 by disease aggregate.

3. Commercial automobile liability insurance at a minimum combined single limit of \$1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.

4. Umbrella liability or following-form excess liability at minimum limits, reference page four for project costs over \$1,000,000. Coverage must be at least as broad as the underlying commercial general liability, auto liability, and employer's liability.

5. Pollution Legal Liability if applicable:

a) Project costs of \$1,000,000 to \$10,000,000 and over \$10,000,000; reference page four for limits.

b) Contractors Pollution Liability:

>Applies to operations that include the use, application, or consumption of pollutants.

>Retro date shall not be later than the inception date of contract.

>Contractual liability coverage to be included in contractor's pollution liability coverage.

c) Environmental Liability:

a. Applies to asbestos and removal of other hazardous materials and/or repair, maintenance, installation, construction operations that are high hazard.

> \$5,000,000 per-claim/\$10,000,000 aggregate minimum.

> Retro date shall not be later than the inception date of contract.

> Contractual liability coverage to be included in contractor's pollution liability coverage.

> At a minimum, coverage must apply to on-premises and transit operations.

6. Professional liability applies to professional services which include but are not limited to design build

contractors, engineers, and architects at minimum limits of \$1,000,000 per-claim/\$2,000,000 annual aggregate. The retro date shall not be later than the inception date of the contract. Reference page four for limits based on project cost.

7. Builders Risk if applicable:

- a) "All-risk" including collapse, flood, and earthquake, to be written on completed value form.
- b) Coverage to include limits of at least \$250,000 for off-premises storage and transit of construction materials. Soft costs to be included at a minimum limit of \$500,000.
- c) Thirty (30)-day occupancy clause to apply.
- d) No testing exclusion should apply.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. City of Laredo shall be named as an additional insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverage, except for the professional liability and workers' compensation.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of City of Laredo shall be contained in all policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that City of Laredo will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
6. The additional insured coverage in the CGL policy in favor of City of Laredo must apply to the ongoing operations of Contractor for contract costs or up to \$1,000,000 and expanded to include products completed operation for contract costs in excess of \$1,000,000.
7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to City of Laredo with a minimum *A.M Best* financial rating of A-VII.
10. Coverage for commercial general liability, professional liability, and pollution legal liability must be maintained for at least one (1) to two (2) years after the project is completed.
11. For projects in excess of \$10,000,000 in cost, a per-project aggregate limit must be included in the commercial general liability.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to City of Laredo within five (5) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

Shall specifically set forth the notice-of-cancellation or termination provisions to City of Laredo.

Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City of Laredo to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish City of Laredo with certified copies of all insurance policies. All of the above insurance provisions and limits are the minimum requirements, as referenced, and may be modified at the sole discretion of the City of Laredo.

BONDS

Bonds are required for public works contracts under the following circumstance:

1. A Bid or Proposal Bond is required in the amount of the bid submitted to the City of Laredo.
2. Performance Bond when the contract is in excess of \$100,000, in a personal sum equal to 100% of the contract cost.
3. Payment or Labor and Material Bond when a contract is in excess of \$50,000, each in a personal sum equal to 100% of the contract cost.

CITY OF LAREDO INSURANCE PROVISIONS AND LIMITS

CONTRACT COST	TYPE OF INSURANCE	LIMITS
Less than \$1,000,000	Umbrella Liability Professional Liability	Not Required \$1,000,000 Per-Claim \$2,000,000 Aggregate
\$1,000,000 to \$5,000,000	Umbrella Liability Professional Liability	\$4,000,000 Per-Occ \$1,500,000 Per-Claim \$3,000,000 Aggregate
\$5,000,000 to \$10,000,000	Umbrella Liability Professional Liability	\$9,000,000 to \$10,000,000 Per-Occ \$1,500,000 Per-Claim/ \$3,000,000 Aggregate to \$2,000,000 Per-Claim/ \$4,000,000 Aggregate
Over \$10,000,000	Umbrella Liability Professional Liability	\$10,000,000 or Higher \$2,000,000 Per-Claim/ \$4,000,000 Aggregate or Higher
\$1,000,000 to \$10,000,000	Contractor's Pollution Legal Liability	\$1,000,000 Per-Claim/ \$2,000,000 Aggregate
Over \$10,000,000	Contractor's Pollution Legal Liability	\$2,000,000 Per-Claim/ \$4,000,000 Aggregate
TAIL COVERAGE		
\$1,000,000 to \$5,000,000	Commercial General Liability Professional Liability, and Pollution Legal Liability	One (1) Year
Over \$5,000,000	Commercial General Liability	Two (2) Years

Professional Liability, and
Pollution Legal Liability

Any Contract Size

Hazardous Environmental Work

Two (2) Years

I have read and understand this section (I have read and understand this section)

1 1 11.0 SCOPE OF WORK

The City of Laredo will solicit and receive bids for **FY22-ENG-39 City of Laredo Animal Care Facility Phase IV Kennels "E" and New Medical Facility.**

This project consists of: Constructing of a new medical building and new kennel building.

Construction contract time for the project is two hundred and seventy (270) calendar days.

I have read and understand this section (I have read and understand this section)

1 2 12.0 BID OR PROPOSAL PREPARATION COST

The City of Laredo will not reimburse any proposer for any costs involved in the preparation and submission of bids, proposals, amendments or other relevant documents associated with the RFB.

I have read and understand this section (I have read and understand this section)

1 3 13.0 TERM OF AGREEMENT

Construction contract time for the project is two hundred and seventy (270) calendar days.

I have read and understand this section (I have read and understand this section)

1 4 14.0 GENERAL CONDITIONS

Interested bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB proposal, as well as in the performance of the contract.

Information contained in this document should not be considered all-inclusive. All questions or clarification regarding this RFB proposal request must be submitted to in writing to the City of Laredo Engineering and/or Purchasing Department on or before question deadline scheduled. All questions shall be made in writing, and the person submitting the request will be responsible for its prompt delivery.

City of Laredo Engineering Department
1110 Houston St.
Laredo, Texas 78040
(956) 791-7346

Each question, along with the City's response will be provided in writing to all prospective bidders and included as an addendum to the RFB document. Any verbal communication regarding this request for qualifications will be considered non-binding on either party.

I have read and understand this section (I have read and understand this section)

1 5 15.0 ADDITIONAL DISCUSSIONS

When determining the need for additional discussions following bid submission and evaluation, the City will determine based upon State procedures and the size and complexity of a project, the need for additional discussions following bid submission and evaluation.

I have read and understand this section (I have read and understand this section)

16	<p>16.0 TENTATIVE SCHEDULE FOR PROJECT AWARD</p> <p>1st Advertisement: August 7, 2022 2nd Advertisement: August 14, 2022 Pre-Bid Meeting: August 17, 2022 Questions Deadline: August 24, 2022 Bid Due Date: August 31, 2022 Bid Opening Date: September 1, 2022 Anticipated City Council Award: September 19, 2022</p> <p>Footnote: The City of Laredo reserves the right to adjust time and dates on above projected schedule if it's in the best interest of the City of Laredo. Contract awards will be awarded upon funding availability.</p> <p><input type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>
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17	<p>17.0 SPECIAL ACCOMMODATIONS</p> <p>To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting. Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: Special Accommodations, FY22-ENG-39 City of Laredo Animal Care Facility Phase IV Kennels "E" and New Medical Facility. To request special accommodations pursuant to the Language Assistance Plan (LAP), for those with limited English proficiency who need the RFB or other information translated into another language please notify the contact shown below. Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: Language Assistance Request, FY22-ENG-39 City of Laredo Animal Care Facility Phase IV Kennels "E" and New Medical Facility.</p> <p><input type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>
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18	<p>18.0 DISQUALIFICATION AND DEBARMENT CERTIFICATION</p> <p>By submitting this Request for Bid, the bidder certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-O-098 and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the bidder certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.</p> <p><input type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>
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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Midas Contractors, LLC

2710 Zacatecas Street
Laredo, TX 78046

SURETY:

(Name, legal status and principal place of business)

American Alternative Insurance Corporation
555 College Road East
Princeton, NJ 08543

Mailing Address for Notices

American Alternative Insurance Corporation
555 College Road East
Princeton, NJ 08543

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Laredo

1110 Houston St.
Laredo, TX 78040

BOND AMOUNT: Five Percent of the Greatest Amount Bid

(5% G.A.B.)

PROJECT:

(Name, location or address, and Project number, if any)

FY22-ENG-39 City of Laredo Animal Care Facility Phase IV Kennels "E" and New Medical Facility

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of August,

2022



(Witness)

Midas Contractors, LLC

(Principal)

(Seal)

By: 

(Title)

Manager

American Alternative Insurance Corporation

(Surety)

(Seal)

By: 

(Title)

Russ Frenzel

Attorney-in-Fact



(Witness) **Veronica Ramos**



Bond Verification

Should you wish to verify the authenticity of this bond, please send your request, including a copy of the bond, via email to:

essuretyuwsupport@munichre.com

Bond Claims or Notices

Should you wish to file any notices to the Surety for this American Alternative Insurance Corporation bond(s) they should be sent via email, including all pertinent correspondence or information to:

essuretyuwsupport@munichre.com

or

Mail to: Munich Re Specialty Insurance
437 Madison Avenue, 26th Floor
New York, NY 10022
Attn: Surety Bond Claims

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Russ Frenzel; Blaine Allen; Brady K. Cox; William D. Baldwin; Brent Baldwin; Michael B. Hill; Keith Rogers; Drew Green; Sam Freireich; Brock Anglin; Cindy Alford; and Yamillec Ramos

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

Michael G. Kerner

Michael G. Kerner
President

Attest:

Ignacio Rivera

Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Julian Sanfilippo
Julian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

- 1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
- 2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
- 3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

- 4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 31th day of August, 2022.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
Ignacio Rivera
Deputy General Counsel & Secretary

**SECTION A-4
BID PROPOSAL**

To: The City of Laredo, Texas

Honorable Pete Saenz, Mayor

From: Midas Contractors, LLC.
Contractor

Address: 2710 Zacatecas St.
Phone: (956) 231-9142
E-Mail: nelso@midascontractors.com
Fax: _____

Project:

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: (Please initial and date):

- Addendum No. 1: N.M. 8/30/22
- Addendum No. 2: _____
- Addendum No. 3: _____
- Addendum No. 4: _____
- Addendum No. 5: _____

Acknowledgment of other documents: (Please initial and date):

- Wage Determination: N.M. 8/31/22
- Labor Provisions: N.M. 8/31/22
- Affirmative Action Program: N.M. 8/31/22

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}

COUNTY OF WEBB {}

Nelso Molina
being first duly sworn, deposes and says

That he is a Managing Member Of Midas Contractors
(a Partner or Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

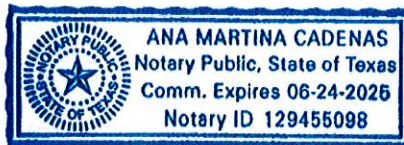
[Signature]
Signature of (Print and Sign)

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 31 day of August, 2022

[Signature]
Notary Public

My Commission expires
June 24 2025



INFORMATION TO CONTRACTORS

PROJECT:

The Contractor's attention is directed to Special Provision 000-6233, "Important Notice to Contractors", and "Statement of Materials and Other Charges" which will be included in all projects, beginning with the September, 1991 letting. These establish the procedures whereby the Contractor will be permitted to obtain an exemption from the sales tax on certain materials. See Comptroller's Rule 3.291 and Texas Tax Code, Chapter 151, as amended by House Bill Number 11, acts 1991, 72nd Legislature, First Called Session. The Contractor will be required to separate the charges for materials from all other charges. Also the Contractor must issue resale certificates to suppliers. Sales tax permit applications and information regarding resale certificates may be obtained by calling the State Comptrollers' toll free number 1-800-252-5555.

SPECIAL PROVISION
No. 000-6233
IMPORTANT NOTICE TO CONTRACTORS

The Contractor's attention is directed to Rule 3.291, paragraphs (a) (1), defining separated contracts, subsection (b) (3) discussing separated contracts, and subsection (c) discussing exempt contracts. Reference: Texas Tax Code, Chapter 151.

Contractors should note those organizations in subsection (c) that the rule shows as being exempt no longer qualify for the exemption. The rule states that contractors improving realty for organizations listed in Texas Tax Code 151.309 and 151.310 are exempt from tax. **THIS IS NO LONGER TRUE EFFECTIVE WITH CONTRACTS SIGNED ON OR AFTER AUGUST 15, 1991.**

Only those contracts with school districts and nonprofit hospitals qualify for the exemption discussed in subsection (c) of Rule 3.291.

The Comptroller is amending the rule to reflect this change.

If the low bidder elects to operate under a separated contract as defined by Rule 3.291, by obtaining the necessary permits from the State Comptroller's office allowing the purchase of materials for incorporation in this project without having to pay the Limited Sales and Use Tax at the time of purchase, the low bidder shall identify separately from all other charges the total agreed contract price for materials incorporated into the project. This form shall be filled out by the low bidder in each of the two bound copies of the contract. Total materials shall only include materials physically incorporated into the realty.

In order to comply with the requirements of Rule 3.291, as mentioned above, it will be necessary for the Contractor to obtain a sales tax permit.

It will also be necessary that the contractor issue resale certificates to his suppliers.

Sales tax application for a sales tax permit and information regarding resale certificates may be obtained by writing to:

Comptroller of Public Accounts
Capital Station
Austin, Texas 78774

The Contractor may also receive information or request sales tax permit applications by calling the State Comptrollers' toll free number 1-800-252-5555.

Subcontractors are eligible for sales tax exemption if the subcontract is made in such manner that the charges for materials is separated from all other charges. The procedure described above will effect a satisfactory separation. When subcontractors are handled in this manner, the Contractor must issue a resale certificate to the subcontractor and the subcontractor, in turn, must issue a resale certificate to his supplier.

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT:

MATERIALS INCORPORATED INTO THE PROJECT:

\$ 1,158,000⁰⁰

ALL OTHER CHARGES:

\$ 772,000⁰⁰

*TOTAL:

\$ 1,930,000⁰⁰

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

**INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL**

Project:

Statement of Qualifications: (Similar Projects Completed by Bidder)

- | | | |
|----|--------------------|------------------------------|
| 1. | Name of Project: | Iguazu Apartments |
| | Value of Contract: | \$2,200,000 |
| | Date Completed: | 2018 |
| 2. | Name of Project: | El Eden Splash Park |
| | Value of Contract: | \$950,000 |
| | Date Completed: | 2019 |
| 3. | Name of Project: | Animal Care Facility Heaters |
| | Value of Contract: | \$226,000 |
| | Date Completed: | 201 |

Experience Data: (Include name and experience record of the Superintendent)

View attached.

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

**NOTE: TO BE SUBMITTED UPON REQUEST
IS NOT AN ACCEPTABLE ANSWER.**

Project:

Proposed Progress Schedules:

view attached.

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

backhoe, roller compactor, hand tools

Subcontractors: (Submit a list of proposed Subcontractors. List sources, types and manufacturers of proposed materials)

*Escamilla Masonry, Alpha Omega Electricity, Orozco's
Plumbing, Trois Enterp.*

NOTE: TO BE SUBMITTED UPON REQUEST

IS NOT AN ACCEPTABLE ANSWER.

CITY OF LAREDO
ENGINEERING DEPARTMENT
BID SCHEDULE

PROJECT:

Item No.	Estimated Qty.	Unit	Description of item with Unit Price Written in Words	Unit Price (in numbers & words)	Amount
1	1	L.S.	Furnish all labor, equipment, materials, and all other terms necessary to construct the new medical building and new kennel building.	1,930,000	1,930,000

TOTAL BASE BID AMOUNT One million nine hundred thirty thousand dollars

TOTAL BASE BID
WRITTEN IN
WORDS: One million nine hundred thirty thousand dollars and 00/100.

Midas Contractors, LLC

Contractor

Signature

Managing Member

Title

2710 Zaratecas St. Laredo, TX

Address

City/State

78046

Zip Code

E-Mail: nelso@midascontractors.com

Telephone Number: (956) 231-9142

Fax Number: (956) 724-2187

Date: 8/31/22

NOTE: ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.

View Attached.

BID BOND

Project:

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

as Principal, and _____ as

Surety, are hereby held and firmly bound unto

as Owner in the penal sum of _____
for payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to

_____ a certain Bid,
attached hereto and hereby made a part hereof to enter into a Contract in writing for the

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set fourth herein.

Principal (Print and Sign) (L.S.)

Surety

By: _____



September 12, 2022

Mr. Ramon Chavez, P.E. City Engineer
City of Laredo
1100 Houston St.
Laredo, Texas 78040

Re: Bid No. FY22-ENG-39
City of Laredo Animal Care Facility Phase IV Kennels "E" and New Medical Facility

Dear Mr. Chavez,

We have received and reviewed the aforementioned contractor responses to the Solicitation of Bids and have determined that it is in the best interest of the City of Laredo at this time to reject all bids for the following reasons:

- Limited number of participants.
 - ALC Construction Co., Inc., \$1,466,000.00
 - Midas Contractors LLC, \$1,930,000.00
- Bids received exceed available funds, and it would not be appropriate to adjust quantities to come within available funds for this project.

We are available at your convenience to further discuss any other action required or direction given by City Council.

Kindest regards,


Juan Homero Sanchez, AIA, Architect

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario Cabello, Interim City Manager

Staff Source: Orlando “Jay” Juarez, Jr. McCall Parkhurst & Horton; Jose Castillo, Acting Finance Director

SUBJECT

2022-R-162 Expressing official intent to reimburse \$3,015,000.00 with tax-exempt obligation proceeds costs associated with roof improvements to the Sames Auto Arena.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The City of Laredo will be awarding a contract for roof replacement at the Sames Auto Arena. It is the intent of the City to reimburse the Sports & Community Venue Fund the cost of the project at an estimated amount of \$3,015,000.00 with proceeds from a proposed Sports & Community Sales Tax Revenue Bond.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Adopt the proposed resolution.

Fiscal Impact

Fiscal Year: 2022
Budgeted Y/N?: N
Source of Funds: Operating Funds
Account #: 256-7911-513-2010
Change Order: Exceeds 25% Y/N: N
FINANCIAL IMPACT:

Resolution to reimburse Sports & Community Sales Tax Fund Operating Fund with proceeds from a future Sport & Community Venue Sales Tax Revenue Bond.

Attachments

2022-R-162

RESOLUTION NO. R: 2022-R-162

**EXPRESSING OFFICIAL INTENT TO REIMBURSE \$3,015,000.00
WITH TAX-EXEMPT OBLIGATION PROCEEDS COSTS
ASSOCIATED WITH ROOF IMPROVEMENTS TO THE SAMES
AUTO ARENA**

**THE STATE OF TEXAS §
COUNTY OF WEBB §
CITY OF LAREDO §**

WHEREAS, the City Council of the **CITY OF LAREDO, TEXAS** (the "City") hereby determines that it is necessary and desirable to pay expenditures associated with certain roof improvements to the Sames Auto Arena (the "Project"); and

WHEREAS, the City expects that it will pay expenditures in connection with the Project prior to the issuance of obligations to finance the Project; and

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

SECTION 1. EXPECTATION TO INCUR DEBT. The City reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount currently estimated not to exceed \$ 3,015,000, a portion of the proceeds of which are expected to be used for the purpose of paying the costs of the Project.

SECTION 2. REIMBURSEMENT OF PRIOR EXPENDITURES. All costs to be reimbursed pursuant hereto will be capital expenditures within the meaning of Section 1.150-2 of the Treasury Regulations. No tax-exempt obligations will be issued by the City in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

SECTION 3. THREE-YEAR LIMITATION FOR REIMBURSEMENT. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

SECTION 4. PUBLIC RECORD. The City Council directs that this Resolution shall be maintained as a public record available for inspection by all persons in accordance with the provisions of Chapter 552, Texas Government Code, and that no later than 30 days after this date, this Resolution will be made available for inspection by all members of the general public at the offices of the City.

PASSED AND APPROVED this the 19th day of September, 2022.

Pete Saenz,
Mayor

ATTEST:

Jose A. Valdez, Jr.,
City Secretary

APPROVED AS TO FORM:

Doanh "Zone" T. Nguyen
City Attorney

** **

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario C. Cabello, Interim City Manager

Staff Source: Orlando "Jay" Juarez McCall, Parkhurst & Horton; Jose F. Castillo. Acting Finance Director

SUBJECT

2022-R-163 Resolution directing publication of the notice of intention to issue City of Laredo, Texas Combination Tax and Revenue Certificate of Obligation, in one or more series, in the maximum amount of \$50,000,000.00 for the purpose of:

- (1.) Planning, constructing, 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 buildings and facilities;
- (5.) Acquiring municipal equipment and municipal vehicles for various City Departments, including the Parks and Recreation Departments, Public Safety Departments, Public Works Department, Transit 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.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

A presentation of the Plan of Finance will be held on September 19, 2022 by Noe Hinojosa of Estrada Hinojosa & Company, Inc.

BACKGROUND

The City of Laredo is proposing to sell a Combination Tax and Revenue Certificate of Obligation in the maximum principal amount of \$50,000,000 for various City wide projects.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approve resolution.

Fiscal Impact

Fiscal Year: 2022

Budgeted Y/N?: N

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None

Attachments

Resolution 2022-R-163

2. That a true, full and correct copy of the aforesaid Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting 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.

3. That the Mayor of said City has approved and hereby approves the aforesaid Resolution; that the Mayor and the City Secretary of said City have duly signed said Resolution; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED THE 19th DAY OF SEPTEMBER, 2022.

Jose A. Valdez, Jr.
City Secretary

Pete Saenz
Mayor

(CITY SEAL)

RESOLUTION NO. _____

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF LAREDO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, IN ONE OR MORE SERIES, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$[50,000,000], THE PURPOSE OF (1) PLANNING, CONSTRUCTING, 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, TRANSIT 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

THE STATE OF TEXAS	§
COUNTY OF WEBB	§
CITY OF LAREDO	§

WHEREAS, the City deems it advisable to give notice of intention to issue Combination Tax and Revenue Certificates of Obligation, in one or more series, in the maximum principal amount of \$[50,000,000], for the purpose of (1) planning, constructing, 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, transit 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 ; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution 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 RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO, THAT:

1. That attached hereto is a form of the Notice of Intention to issue Combination Tax and Revenue Certificates of Obligation, the form and substance of which is hereby adopted and approved. The City Manager, the Finance Director, and the City Secretary of the City (or any persons serving on

an interim basis or in an acting capacity) are each authorized to make changes to the Notice as necessary prior to its publication and posting as described in Sections 2 and 3 below.

2. That the City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper of general circulation in said City, and published in said City, on the same day in each of two consecutive weeks, the date of the first publication thereof to be before the 45th day before the time set for the passage of the ordinance authorizing the issuance of such Certificates of Obligation as shown in said notice.

3. That the City Secretary shall further cause said notice to be posted on the City's internet website for at least 45 days before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates of Obligation.

4. That this Resolution shall become effective immediately upon adoption.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
19th DAY OF SEPTEMBER, 2022.

Pete Saenz, Mayor

APPROVED AS TO FORM:

Jose A. Valdez, Jr.
City Secretary

Doahn "Zone" T. Nguyen
City Attorney

EXHIBIT A
NOTICE OF INTENTION TO ISSUE CITY OF LAREDO, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

The City of Laredo does hereby give notice of intention to issue Combination Tax and Revenue Certificates of Obligation, in one or more series, in the maximum principal amount not to exceed \$[50,000,000], for the purpose of (1) planning, constructing, 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, transit 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. The City proposes to provide for the payment of such Combination Tax and Revenue Certificates of Obligation from the levy and collection of ad valorem taxes in the City as provided by law, and from 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 revenue bonds or other 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. In accordance with Section 271.049, as amended, Texas Local Government Code, (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is \$277,700,000; (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$360,716,411; (iii) the estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$ [REDACTED]; (iv) the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the Certificates to be authorized is February 15, 2042. The City Council intends to consider an Ordinance or ordinances authorizing the issuance of City of Laredo, Texas Combination Tax and Revenue Certificates of Obligation, at a **Regular** City Council Meeting to be held at **5:30** P.M. on **November 21**, 2022 in the City Council Chambers, 1110 Houston Street, Laredo, Texas.

Rosario Cabello, Interim City Manager

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Guillermo Heard, Fire Chief; Jose. F. Castillo, Acting Finance Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Authorizing the Interim City Manager to award contract FY22-087 to Linde Gas & Equipment, Danbury, CT., as the primary vendor and Tims South Texas, Laredo, TX., as the secondary vendor for an annual amount not to exceed \$60,000.00. This contract is for the rental of cylinders and the purchase of welding gases and medical oxygen used by various City departments. The term of this contract is a period of two (2) years subject to future appropriations; contract may be extended for one (1) additional two (2) year periods upon mutual agreement of the parties. Funding is available in the respective departmental budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Authorizing the Interim City Manager to award contract FY22-087 to Linde Gas & Equipment, Danbury, CT., (**Linde has a local store in Laredo, TX.**) as the primary vendor and Tims South Texas, Laredo, TX., as the secondary vendor for an annual amount not to exceed \$60,000.00. This contract is for the rental of cylinders and the purchase of welding gases and medical oxygen used by various City of Laredo departments. The term of this contract is a period of two (2) years subject to future appropriations; contract may be extended for one (1) additional two (2) year periods upon mutual agreement of the parties. Funding is available in the respective departmental budgets.

The City went out on formal bids and received three (3) bid submittals through Cit-E-Bid for awarding a contract for the rental of cylinders and the purchase of welding gases and medical oxygen used by various City of Laredo departments. The term of this contract is a period of two (2) years subject to future appropriations; contract may be extended for one (1) additional two (2) year periods upon mutual agreement of the parties. All items will be purchased on an as needed basis. In the event that Primary vendor does not have items requested in stock, the city may utilize secondary vendor.

Linde Gas & Equipment	Danbury, CT.	Linde has a local store in Laredo, TX.
Tims South Texas (TIMS)	Laredo, TX.	

Airgas USA LLC	Laredo, TX.	
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COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year: 2022

Budgeted Y/N?: Y

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available on the respective departments budget. Items will be purchased on an as needed basis. The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY22-087 Tabulation

Event Number	FY22-087 - City of Laredo Addendum 1	Organization	City of Laredo Purchasing
Event Title	Welding Gases / Medical Oxygen	Workgroup	City of Laredo Purchasing
Event Description	Bidders are strongly encouraged to submit	Event Owner	Margarita Bosquez
Event Type	RFB	Email	mbosquez@ci.laredo.tx.us
Issue Date	8/8/2022 08:00:01 AM (CT)	Phone	(956) 794-1735
Close Date	8/29/2022 05:00:00 PM (CT)	Fax	(956) 790-1805

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Linde Gas & Equipment Inc.	Danbury	CT	8/29/2022 03:41:26 PM (CT)	45	\$1,962.26
Tims South Texas (TIMS)	LAREDO	TX	8/23/2022 12:46:58 PM (CT)	48	\$5,969.26
AIRGAS USA LLC CENTRAL DIV	Laredo	TX	8/26/2022 03:24:40 PM (CT)	46	\$8,660.95

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

Date: August 30, 2022

Time: 10:00 AM

Place: City Secretary's Office

BID - FY22-087 Welding Gases and Medical Oxygen

Attendance List

Name	Company	Address	Telephone
Martha A Navarro	City Secretary's Office	1110 Houston St.	791-7312
Javier Olmos			
Javier Olmos			

Line #	Description	QTY	UOM	Linde Gas & Equipment Inc.		Tims South Texas (TIMS)		AIRGAS USA LLC CENTRAL DIV	
				Total Price	Unit	Extended	Unit	Extended	Total Price
1	Scope of Work - The City of Laredo is requesting formal bids for 1	1	EA	\$1,962.26	\$1,962.26	\$5,969.26	\$5,969.26	\$8,660.95	\$8,660.95
1.1	Industrial Grade Acetylene, Size 3 ACET Cylinder 70 Cubic Feet AC 3	1	EA	\$41.00		\$44.57		\$44.02	
1.2	Industrial Grade Acetylene, Size 4 ACET Cylinder 100 Cubic Feet AC 4	1	EA	\$63.72		\$68.00		\$55.45	
1.3	Air, Compressed 2.2, Air Breathing Grade D, 300 Cylinder (UN1002) 300 Cubic Feet AI B300	1	EA	\$31.88		\$99.68		\$56.12	
1.4	25% Carbon Dioxide Balance Argon Industrial Shielding Gas Mix, Size 300 Cylinder 300 Cubic Feet AR CD25300	1	EA	\$84.55		\$77.52		\$68.93	
1.5	Industrial Grade Argon, Size 300 Cylinder 300 Cubic Feet AR 300	1	EA	\$84.55		\$76.45		\$70.05	
1.6	Argon Ultra High Purity Grade 5.0 Size 300 300 Cubic Feet AR UHP300	1	EA	\$95.78		\$77.28		\$92.89	
1.7	USP Grade Medical Carbon Dioxide, Size 50 Pound Cylinder 437 Cubic Feet CD USP50	1	EA	\$53.18		\$161.55		\$74.73	
1.8	Helium, Ultra High Purity 5.0 Grade, Size 300 Cylinder 300 Cubic Feet HE UHP300	1	EA	No Bid		\$759.29		\$1,159.26	
1.9	Helium, Zero 4.8 Grade, Size 300 Cylinder 300 Cubic Feet HE Z300	1	EA	No Bid		\$569.47		\$1,159.26	
1.10	Zero Grade 4.8 Hydrogen, Size 300 Cylinder 300 Cubic Feet HY Z300	1	EA	\$64.30		\$133.42		\$196.43	
1.11	Industrial Grade Liquid Nitrogen, 180 Liter Cylinder 4428 Cubic Feet NI 180LT22	1	EA	\$91.44		\$114.91		\$372.82	
1.12	Industrial Grade Nitrogen, Size 200 Cylinder 200 Cubic Feet NI 200	1	EA	\$24.68		\$22.63		\$43.30	
1.13	Nitrogen, Ultra High Purity 5.0 Grade Size 300 Cylinder 300 Cubic Feet NI UHP300	1	EA	\$58.82		\$160.00		\$236.29	
1.14	Industrial Grade Oxygen, Size 125 Cylinder 125 Cubic Feet OX 125	1	EA	\$16.47		\$14.89		\$24.19	
1.15	Industrial Grade Oxygen, Size 150 Cylinder 150 Cubic Feet OX 150	1	EA	\$18.94		\$15.96		\$24.19	
1.16	Industrial Grade Oxygen, Size 200 Cylinder 200 Cubic Feet OX 200	1	EA	\$28.46		\$17.25		\$24.10	
1.17	Industrial Grade Acetylene, Size 3 ACET Cylinder AC 3	1	EA	\$41.00		\$44.57		\$44.02	
1.18	Industrial Grade Acetylene, Size 4 ACET Cylinder AC 4	1	EA	\$63.72		\$63.70		\$55.45	
1.19	Dissolved Acetylene, UN1001 AC B	1	EA	\$24.30		\$32.56		\$35.21	
1.20	Acetylene Turbo Torch CGA200	1	EA	\$26.67		\$303.03		\$22.87	

3292.59

4023.91

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Guillermo Heard, Fire Chief/EMC

SUBJECT

Consideration to approve a Memorandum of Understanding between Border Region Behavioral Health Center Community Health Workers addressing Substance Use Disorders Creating Alternatives, Resilience and Empowerment, or CARE Program and the City of Laredo Fire Department for the purpose of coordinating mutual services to individuals who reside in Texas; whether youth or adults, males or females that are living with substance abuse disorders, to increase linkage and retention in substance use, mental health, and medical services.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The two organizations agree to work on establishing and implementing effective referral procedures, and coordinate services that can improve client care for individuals with substance use/and or mental health disorders.

This agreement will allow the partnership between Border Region Behavioral Health Center and Laredo Fire Department. During this partnership, Laredo Fire Academy Cadets will be able to obtain their required clinical hours to receive EMS certification.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends that this agreement be approved.

Fiscal Impact

Fiscal Year:

2022

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No financial impact.

Attachments

MOU - Border Region

Memorandum of Understanding

Between

City of Laredo Fire Department

And

Border Region Behavioral Health Center
Community Health Workers addressing Substance Use Disorders
Creating Alternatives, Resilience and Empowerment, or CARE Program

The Present agreement is entered between, the City of Laredo Fire Department and Border Region Behavioral Health Center, CARE Program, for the purpose of integrating and coordinating mutual services to individuals who reside in Texas; whether youth or adults, males or females that are living with substance use disorders, to increase linkage and retention in substance use, mental health and medical services. The two organizations agree to work on establishing and implementing effective referral procedures, and coordinate services that can improve client care for individuals with substance use and/or mental health disorders. Border Region will engage in assertive outreach in locations and times where eligible populations are likely to be found, and will link individuals to community or social services to provide warm hand-offs when transferring or referring individuals to available community resources.

Border Region Agrees to:

1. Conduct assertive outreach services in locations and times where eligible populations are likely to be found.
2. Collaborate with the City of Laredo Fire Department to identify and assist individuals who are homeless and who are living with a substance use disorder.
3. Collaborate with the City of Laredo Fire Department to provide interventions to assist individuals with SUD away from the criminal justice system and into treatment.
4. Develop and maintain strong community and agency relationships, by fostering and developing cooperation, collaboration and networking within the community in an effort to ensure the needs of individuals are met.
5. Coordinate events that will focus on new initiatives to assist individuals with Substance Use Disorders in the community.
6. Provide Narcan kits to individuals/families who are at risk of an overdose, if applicable.
7. Document referral and other case management services provided
8. Educate and counsel patients concerning their substance use, treatment and prevention.
9. Provide information on substance use harm reduction tools
10. Help clients develop health management plan and achievable goals
11. Coach clients in effective management of their chronic health conditions and self-care
12. Assist clients in understanding care plans and instructions

13. Establish positive, supportive relationships with clients and provide feedback.
14. Help clients in utilizing resources, including scheduling appointments, and assisting with the completion of applications for programs for which they may be eligible
15. Assist clients in accessing health-related services, including but not limited to: mental health, medical services, treatment, housing, social services, etc.
16. Facilitate communication and coordinate services between providers
17. Motivate clients to be active and engage in their health.
18. Effectively work with people (clients, doctors, agencies, etc.) from diverse backgrounds in reducing cultural and socioeconomic barriers between clients and institutions.
19. Build and maintain positive working relationships with clients, providers, case managers, community representatives, supervisors and office staff.
20. Continuously expand knowledge and understanding of community resources, services, and programs provided; human relations and the procedures used in dealing with the public as part of a service or programs, volunteer resources, and the practices associated with using volunteers, operations functions, policies and procedures associated with the program area, procedures and resources available to handle new, unusual or different situations.

City of Laredo Fire Department Agrees to:

1. To assist in maintaining the welfare of citizens by monitoring community health and safety issues and intervening on a social level.
2. Conduct collaborative outreach in places of high risk to ensure the safety of staff members.
3. Provide appropriate referrals to Border Region CHW-SUD for coordination of substance use disorder, co-occurring disorder, mental health treatment services and linkage.
4. Supports providers as they advocate for services to individuals with Substance Use Disorders

Mission:

Border Region BHC and City of Laredo Fire Department agree to ensure that services provided to mutual individuals served will not have common or overlapping objectives or provide similar services to the same populations.

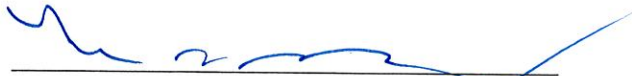
Term and Termination:

The terms of this cooperative working agreement shall begin September 1, 2022 and will end August 31, 2023.

Amendment and Modifications:

The parties have the authority to amend or modify this memorandum of understanding in writing and upon mutual consent of both parties. This agreement will be automatically reviewed and renewed annually.

In witness whereof, this cooperative working agreement has been executed by the authorized representatives on 7th day of September 2022.



Maria Alonso-Sanchez, Executive Director
Border Region Behavioral Health Center



Representative Name
City of Laredo Fire Department

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Guillermo Heard, Fire Chief/EMC

SUBJECT

Authorizing the Interim City Manager to ratify a purchase with Caldwell Country Chevy/Siddons-Martin Emergency Group Denton, TX in the amount of \$129,868.00 for the acquisition of two (2) marked emergency units for the Opioid Response Team. Funding for this purchase is available from the Special Fire Grants-Fire TX Targeted Opiate Response-Capital Outlay expense account.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The Laredo Fire Department has been allocated funding from Texas Targeted Opioid Response (TTOR) to help improve the outcomes of residents that have suffered a narcotic overdose. The Texas Targeted Opioid Response Team will use these vehicles to provide EMS services to patients with a high risk for overdose.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this ratification of purchase is approved.

Fiscal Impact

Fiscal Year: 2022
Budgeted Y/N?:
Source of Funds: SPECIAL FIRE GRANT
Account #: 260-2489-525-90-04
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

Purchase Proposal

Siddons-Martin Emergency Group

Protecting the Southwest

**3500 Shelby Lane
Denton, Texas 76207
GDN P115891
TXDOT MVD No. A115890
EIN 27-4333590**

JULY 5, 2022

City of Laredo

PO Box 210 Laredo, Texas 78042

Proposal for 2 Total Chevy PPV Tahoe Emergency Vehicles

Emergency Vehicle Specialists is pleased to provide the following proposal to the City of Laredo. The unit will comply with the specifications attached and made a part of this proposal. Unless otherwise specified, delivery and training are included the City of Laredo

Description	Amount
ko. 2412732 (2) Marked white PPV Chevy Tahoe with Emergency Light and Knox Medical Vault. (64,934.00 each) Buy Board #601-19	
SUB TOTAL	\$ 129,868.00
Tahoes will be 2023 Year models. Chassis will not be available until Fall of 2022.	
Price guaranteed for 30 days. Delivery within 10-15 months of order date.	TOTAL \$129,868.00

Additional. Purchase Order will need to be remitted to:
Caldwell Country Chevy PO Box 27 Caldwell Texas 77836

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation. In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Emergency Vehicle Specialists requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of . No additional terms or conditions will be binding upon Emergency Vehicle Specialists unless agreed to in writing and signed by a duly authorized officer of Emergency Vehicle Specialists.

Sincerely,

James George

Siddons-Martin Emergency Group, LLC

I, Rosario P. Caballo, the authorized representative of the City of Laredo, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Rosario P. Caballo 9/1/22
Signature & Date

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Guillermo Heard, Fire Chief/EMC

SUBJECT

Authorizing the Interim City Manager to ratify a purchase with ZOLL Medical Corporation, New York, NY in the amount of \$52,698.59 for the acquisition of EKG devices and AutoPulse for the Opioid Response Team. Funding for this purchase is available from Special Fire Grants-Fire TX Targeted Opiate Response expense account.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The Laredo Fire Department has been allocated funding from Texas Targeted Opioid Response (TTOR) to help improve the outcomes of residents that have suffered narcotic overdose. These vehicles will be used by the Texas Targeted Opioid Response Team to provide EMS services to patients with high risk for overdose.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this ratification of purchase is approved.

Fiscal Impact

Fiscal Year:

2022

Budgeted Y/N?:

Source of Funds:

SPECIAL FIRE GRANT

Account #:

260-2489

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

260-2489-522-38-10

260-2489-523-37-30

260-2489-525-90-01

Attachments

ZOLL Invoice



Worldwide Headquarters
269 Mill Rd.
Chelmsford, MA 01824-4105

Remit To:
ZOLL Medical Corporation
PO Box 27028
NEW YORK NY 10087-7028
Phone: 978-421-9655
Toll Free: 800-348-9011

Invoice		
Invoice	Seq	PO Number
3529957		REYES SOTO

Bill To

Attn: Accounts Payable
CITY OF LAREDO FIRE DEPT
616 EAST DEL MAR BLVD
LAREDO, TX 78045

Ship To

CITY OF LAREDO FIRE DEPT
616 EAST DEL MAR BLVD
LAREDO, TX 78045

Payment Terms	Inv Date	Due Date	Sales Order Number	Customer Number
NET 30 DAYS	30-JUN-22	30-JUL-22	2756946	233250
	Ship Date	Ship Via	Shipping Reference	Sales Person
	30-JUN-22	UPS	1Z038E070313926044	KIDD, JULIA

Item	Description	Qty	Unit Price	Amount
1 8000-0895	CUFF KIT, PROPAQ MD	1	133.87	133.87
2 8000-001392	RAINBOW RC-4, 4FT REUSABLE EMS PATIENT CABLE (REF: 4481)	1	200.90	200.90
3 8000-000875-01	PAPER, THERMAL, 80MM ROLL, TSI, BPA-FREE (BOX OF 6)	1	19.66	19.66
4 8900-0810-01	PEDI-PADZ II ELECTRODES - ONE PAIR	2	81.79	163.58
5 8000-000393-01	X SERIES CARRY CASE, PREMIUM	1	787.00	787.00
6 8900-0402	CPR STAT-PADZ ELECTRODE, SINGLE	2	64.57	129.14
7 REUSE-09-2MQ	CHILD CUFF,15-21CM,DOUBLE TUBE W/TWIST-LOCK CONNECTOR	1	44.62	44.62
8 REUSE-07-2MQ	INFANT CUFF,9-13CM,DOUBLE TUBE W/TWIST-LOCK CONNECTOR	1	44.62	44.62
9 8000-000371	RAINBOW DCI, ADULT REUSABLE SENSOR, SPO2/SPCO/SPMET, 3 FT M-15 CONNECTOR, (REF: 9355-000371, 2696)	1	676.00	676.00
10 8000-000372	RAINBOW DCIP, PEDIATRIC/SLENDER DIGIT REUSABLE SENSOR, SPO2/SPCO/SPMET, 3 FT M-15 CONNECTOR, (REF: 9355-000372, 2697)	1	676.00	676.00
11 601-2231011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2, SPCO, CPR EXPANSION PACK, ETCO2, DMST	1	32,816.40	32,816.40
Serial No: AR22F068974, AJ22fAS0332				
12 8200-000100-01	SINGLE BAY CHARGER,DOMESTIC	1	704.50	704.50
Serial No: AT22E019420				
13 8700-0706-01	LIFEBAND 3 PACK	1	367.50	367.50



Worldwide Headquarters
269 Mill Rd.
Chelmsford, MA 01824-4105

Remit To:
ZOLL Medical Corporation
PO Box 27028
NEW YORK NY 10087-7028
Phone: 978-421-9655
Toll Free: 800-348-9011

Invoice		
Invoice	Seq	PO Number
3529957		REYES SOTO

Item	Description	Qty	Unit Price	Amount
14 8700-0753-01	AUTOPULSE MULTI-CHEMISTRY BATTERY CHARGER	1	2,249.10	2,249.10
Serial No: 220114020				
15 8700-000850-40	AUTOPULSE QUICK CASE, BLUE	1	485.10	485.10
16 8700-0730-01	AUTOPULSE, PLATFORM, RESUSCITATION SYSTEM, EMS, ENGLISH	1	10,775.10	10,775.10
Serial No: 37314				
17 8700-0752-01	AUTOPULSE LI-ION BATTERY	3	808.50	2,425.50
Serial No: 13770, 13736, 13724				

Remit to: ZOLL Medical Corporation
PO Box 27028
NEW YORK NY 10087-7028

Sub-Total: 52,698.59
Tax Total: 0.00
Invoice Total: 52,698.59
Currency: USD

EFT or ACH information: Acct # 50084320 ABA # 011000138
Please email EFT/ACH remittance to EFT-ACHremit@zoll.com

TAX REGISTRATION NUMBER: 04-2711626

All discounts off list price are contingent upon payment within agreed upon terms.
Any invoice discrepancies must be reported to ZOLL in writing within 7 business days of receipt. Otherwise, the customer deems all charges, terms and conditions valid.
For invoice terms and conditions go to - <http://www.zoll.com/about-zoll/compliance/>

ZOLL Medical has gone Green. If you wish to receive your invoices via email instead of mail, please contact us at CHM-Collection_Team@zoll.com. We will be happy to make this change for you.

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Guillermo Heard, Fire Chief/EMC

SUBJECT

Consideration to approve a purchase from Delta Fire & Safety TX, Port Neches, TX in the amount not to exceed \$132,162.27 for the purchase of tactical safety gear and accessories that includes, but is not limited to protection armor for neck, back, chest, groin and portable stretchers. This gear will be used by emergency response medics. Funding is available in the General Fund Fire Department.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

Tactical gear and accessories purchased from Delta will be used by Emergency Response Medics from the Laredo Fire Department in the event of an Active Threat or a multiple casualty incident.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends for the purchase to be approved.

Fiscal Impact

Fiscal Year:	2022
Budgeted Y/N?:	N
Source of Funds:	Fire General Fund
Account #:	2415-522-24-00
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funds awarded from TML will be used for this purchase. Transfer from 2410-525-90-04 pending.

Attachments

Delta Tactical Gear quote



Delta Fire & Safety TX
 3159 Summit Dr.
 Port Neches TX 77651
 United States

Quote
 #QUO2442
 8/19/2022

Bill To
District Chief Chris D Hughes Laredo Metro Fire Department 26911 Pinto Valle Laredo TX 78045 United States

Ship To
District Chief Chris D Hughes Laredo Metro Fire Department 26911 Pinto Valle Laredo TX 78045 United States

Expires	Exp. Close	Terms	Contract	Sales Rep	Partner	Shipping Method
10/19/2022	7/12/2022	Net 30		Phillip J Gutierrez		

Quantity	Item	Description	Rate	Amount
50	CovertArmor: F1R	F1 Universal Fire Carrier (Carrier Only), Radio Pocket, Color: Specify Vest and Trim, Size:One CYT/3M YELLOW TRIM	\$285.71	\$14,285.71
50	CovertArmor : F1-TAILID	Additional ID panel for Lower Rear of F1 Vest	\$37.18	\$1,858.97
24	CovertArmor : FCB2	Fire Carrybag with reflective trim and dual helmet pocket, Colors: Black, Red, Navy, Tan CYT/ 3M YELLOW TRIM	\$122.08	\$2,929.87
50	CovertArmor: Med2	Pouch, MOLLE Attachment, Medical Pouch, Color: Specify	\$83.12	\$4,155.84
100	CovertArmor: ID-4x11	4" x 11" Nylon ID Panel (CUSTOM)- Standard colors	\$23.08	\$2,307.69
50	CovertArmor: H1-ACHSTD-BLK	ACH Level IIIA Helmet Standard Cut w/6 pad memory foam and Ratchet, SIZE: Large COLOR: BLACK ONLY (Previously: H1-ACH)	\$529.87	\$26,493.51
50	CovertArmor: HA-RAILS	ACH,ARC Rail system w/picatinny and assembly, color: Specify	\$123.38	\$6,168.83
100	CovertArmor: SP6-10x12-SSC	SP6 Rifle Armor, Level III+ Stand Alone, NIJ 0101.06 Certified, Size: 10x12 SC (7.05lbs) (Previously: AR1000R-10x12-SC)	\$150.00	\$15,000.00
50	CovertArmor : BBLP1	Breacher Bag/Litter Pouch w/MOLLE Face - (8.5"h x 11"w x 3"d) color: Specify CYT	\$74.36	\$3,717.95
50	CovertArmor: PMOL	Carrier Upgrade - Add MOLLE - Per Location - For attach Litter Roll and Med Pouch	\$32.05	\$1,602.56
25	CMC RESCUE : 752008	CMC, Half SKED rapid extraction device for tactical response, Orange	\$244.00	\$6,100.00
50	COVERT ARMOR BXR3A-2-FC, SOFT ARMOR PANELS - NIJ0101.06	COVERT ARMOR BXR3A-2-FC, SOFT ARMOR PANELS - NIJ0101.06, Boxer Level IIIA NIJ 0101.06 certified ballistic armor panels (set), type: F1 FIRE CARRIER, size: One	\$593.33	\$29,666.67



Delta Fire & Safety TX
3159 Summit Dr.
Port Neches TX 77651
United States

Quote
#QUO2442
8/19/2022

Quantity	Item	Description	Rate	Amount
50	CovertArmor : SDW3A-2-GRN	Shadow Level IIIA Groin protector	\$169.33	\$8,466.67
48	Streamlight : 14300	14300 Sidewinder Stalk - Includes Helmet Clip (attached to light), 1 CR123 & AA Alkaline Battery - Coyote - Mailer	\$196.00	\$9,408.00

Shipping & Handling charges, Pre-Pay and Add; Charges to be added to final invoice.

Subtotal	\$132,162.27
Shipping Cost	
Tax Total (%)	\$0.00
Total	\$132,162.27

*O.K.
TML - reminder
acc -*

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Ronald W. Miller, Fleet Department Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY22-088 to the sole bidder Industrial Disposal Supply, San Antonio, Texas, in an amount up to \$125,000.00 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's street sweepers. All parts will be secured on an as-needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be renewed three (3) additional one (1) year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received one (1) bid for awarding a contract for the purchase of parts/services of original equipment manufacturer (OEM) parts/service for the City's street sweepers. This contract establishes an hourly labor rate and a percentage markup rate for any necessary maintenance or repairs needed. Staff is recommending that this contract be awarded to the sole bidder Industrial Disposal Supply, San Antonio, Texas.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to

extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Contract Pricing:

Discount Offered	MFG List Plus 7%
Product I.D. (Mfr.)	Tymco
Type Price Schedule	Dealer
Labor Rate for	\$ 155.00/Hour
services	\$ 1.00 per
Mileage Rate	mile

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year: 2022
Budgeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 59328105332071
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

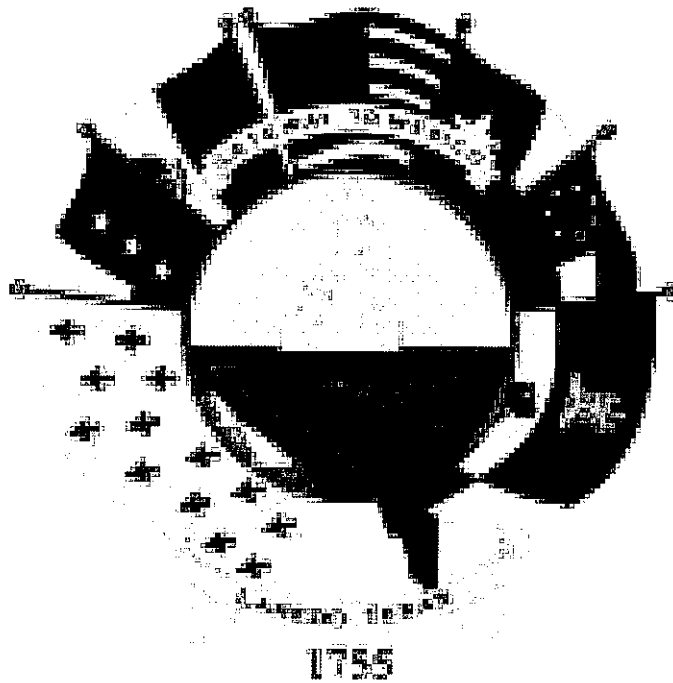
Fiscal Year: 2022
Budgeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 59328105332078
Change Order: Exceeds 25% Y/N:

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: Daryl 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

1
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.

1
1 **Conflict of Interest Questionnaire Form CIQ**
For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1
2 **Conflict of Interest Questionnaire**
Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

1
3 **Disclosure Form**
For details on use of this form, see Section 4.01 of the City's Ethics Code.

1
4 **This is a**

1
5 **Question 1. Name of person submitting this disclosure form**
Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

1
6 **Question 2. Contract Information**
Please include the following: a)Contract or Project Name b)Originating Department

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

2
6 **Updates on contributions required**
Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

2
7 **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?

2
8 **8. Disclosure of Conflict of Interest**
If you selected I am aware of conflict of interest in question 8, please list them in this section.

2
9 **Question 9. Updates Required**
I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.
 I have read and understand this section (I have read and understand this section)

3
0 **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)

3
1 **Question 11. Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.
 I have acknowledge that I have been advised (I have acknowledge that I have been advised)

3
2 **Question 11. Oath**
Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

3
3 **Question 12. Oath**
I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.
 I swear or affirm information is correct (I swear or affirm information is correct)

3
4 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form (I will comply with this form)

3
5 **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 be 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 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) A duly authorized purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assigned purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has

filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers.

Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

3
6 **Contract Requirements**

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm> In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

I have read and understand this section (I have read and understand this section)

37 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

I have read and understand this section (I have read and understand this section)

38 Ordinance 2018-O-175

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

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:

Total:

1.3 Mileage Rate (if any) per mile

Quantity: 1 UOM: EA

Price:

Total:

Response Total: \$156.00

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

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.

CITY OF LAREDO
PURCHASING DIVISION

Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
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.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Signature]
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 Eight day of September, 2022, to certify which, witness my hand and seal of office.

[Signature] Jeanette Cordova
Signature of officer administering oath Printed name of officer administering oath
[Signature]
Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CITY OF LAREDO
PURCHASING DIVISION



**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 Tymo 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: Tymo 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
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed 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 Tynco 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: Tynco Street Sweeper OEM Parts/Service – Fleet Department
FY22-088**

**Bids can be downloaded and submitted through
Cit-E-Bid:**

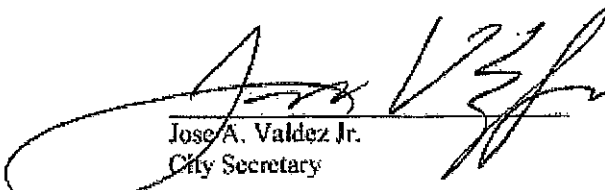
<https://cityoflaredo.ionwave.net/Login.aspx>

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

**CITY OF LAREDO
PURCHASING DIVISION**

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.

**CITY OF LAREDO
PURCHASING DIVISION**

- (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.

**CITY OF LAREDO
PURCHASING DIVISION**

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.

**CITY OF LAREDO
PURCHASING DIVISION**

- (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.

**CITY OF LAREDO
PURCHASING DIVISION**

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.

**CITY OF LAREDO
PURCHASING DIVISION**

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 its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

CITY OF LAREDO
PURCHASING DIVISION

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.

**CITY OF LAREDO
PURCHASING DIVISION**

- 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.

**CITY OF LAREDO
PURCHASING DIVISION**

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.

**CITY OF LAREDO
PURCHASING DIVISION**

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)

CITY OF LAREDO
PURCHASING DIVISION

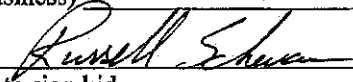
22.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) Industrial Disposal Supply Co. LLC

Signature  Date September 8, 2022
of person authorized to sign bid

Print Name Russell Schwanz
of person authorized to sign bid

Title: Parts and Service Manager

Business Address: 1106 Paulsun

City, State, Zip Code: San Antonio, Texas, 78219

Telephone Number: 210-227-3441 Fax Number: _____

Contact Person Email Address: r.schwanz@idsequip.com

Federal Tax ID Number: 741538137

Bidders Principal/Corporate Place of Business Address: 1106 Paulsun, San Antonio, Texas, 78219

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship 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

CITY OF LAREDO
PURCHASING DIVISION

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

**CITY OF LAREDO
PURCHASING DIVISION**

23.0 Bid Price Schedule

23.1 Section I: Tymco Street Sweeper Captive New Parts/Service

Percent of discount offered	<u>MFG LIST PLUS 7 %</u>
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	\$ <u>155.00</u> Per Hour
Mileage Rate (if any)	\$ <u>1.00</u> Per Mile

Parts will be delivered within 7 working days after receipt of order.

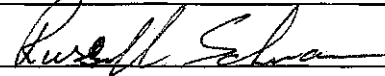
Business hours are from 8 A.M. to 5 P.M., 5 days per week.

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: 

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."

CITY OF LAREDO
PURCHASING DIVISION

24.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

**CITY OF LAREDO
PURCHASING DIVISION**

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
Name

Signature

9-8-2022
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.

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

CITY OF LAREDO
PURCHASING DIVISION

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 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.

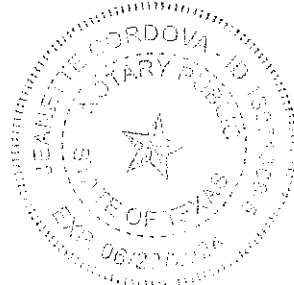
[Handwritten Signature]

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 8th day of September 2022.

[Handwritten Signature]
Notary Public

My commission expires:
10/23/24



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 New Submission or Correction or Update to previous submission.

#1. Name of person submitting this disclosure form.

Russell _____ W Schwanz _____
First M.I. Last Suffix

#2. Contract Information.

a) Contract or Project name(s): FY22-088 Tymco Sweeper OEM Parts/Services

b) Originating Department(s): Fleet Department

#3. Name of individual(s) or entity(ies) seeking a contract with the city. (i.e. parties to the contract)

_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature

#4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): _____

**CITY OF LAREDO
PURCHASING DIVISION**

***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

**CITY OF LAREDO
PURCHASING DIVISION**

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.

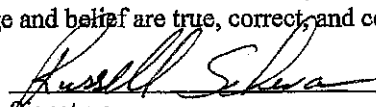
***Conflict of Interest Questionnaire (CIQ)**

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.

<u>Russell Schwanz</u> Name (Print)	 Signature	<u>Parts and Service Manager</u> Title
<u>Industrial Disposal Supply Co. LLC</u> Company or DBA		<u>9-8-2022</u> 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:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

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.

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 does not need to be notarized*******

**CITY OF LAREDO
PURCHASING DIVISION**

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

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

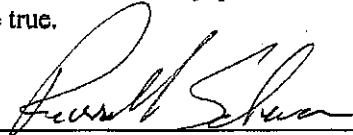
AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is a bidder
(a Partner or officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.



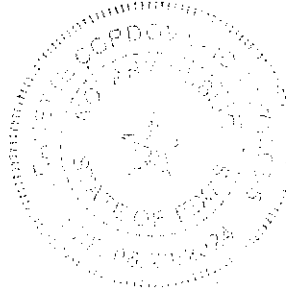
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 8th day of September 2022.


Notary Public

My commission expires:

6/23/24





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.

A handwritten signature in cursive script that reads "Bobby L. Johnson".

Bobby L. Johnson
Vice President of Marketing

Line #	Description	Mfgr	QTY	UOM	Industrial Disposal Supply	
					Total Price	Extended
1	Section 1: Tymco Street Sweeper Captive New Parts/Service Item Notes: Parts will be delivered 1		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 Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Steve E. Landin, Assistant City Manager

Staff Source: Ron W. Miller, Fleet Management Director

SUBJECT

Authorizing the Interim City Manager to approve the purchase of three (3) 2022 Ford F-150 Extended Cab vehicles from Silsbee Ford for the total amount of \$101,462.22. This purchase will be made utilizing the Buy Board Cooperative Purchasing Program, GOODBUY 22-22-8F000 Vehicles. Funding is available in the Public Access - PEG Fund account and General Fund-Animal Control Department.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

Two of these vehicles are for the use of I.S.T. I-Net staff to service all city facilities (satellite locations) to improve service response time and provide efficient customer service. At the present time, staff is having to share vehicles, therefore, sometimes unable to provide an immediate response. Third vehicle is an additional unit for the use of Laredo Animal Care Services for use in their daily operations.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year:	2022
Budgeted Y/N?:	Yes
Source of Funds:	PEG
Account #:	246-5545-555-9004
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Funding is available in the PEG Fund -IST Department Capital Outlay line item 246-5545-555-9004.

Fiscal Year: 2022
Budgeted Y/N?: Yes
Source of Funds: LACS
Account #: 101-7610-545-9004
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

Silsbee Quote
Silsbee Quote -LACS
CC Silsbee Ford



PRODUCT PRICING SUMMARY
GOODBUY 22-22- 8F000 VEHICLES
VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF LAREDO
Contact: RON MILLER
Email: _____
Product Description: 2022 FORD F-150 EXT. CAB

Prepared by: GLEN ANGELLE
Phone: 409-880-9191
Email: gangelle.cowboyfleet@gmail.com
Date: September 12, 2022

A. Bid Item: _____ A. Base Price: **\$27,475.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
		\$-		EXT WHITE	
	V6	\$-			
	3.73 LOCKING REAR END	\$570.00		SHORT WHEELBASE 145	
	POWER LOCKS/WINDOWS	\$1,170.00		AIR	
	CRUISE	\$225.00		10-SPD. AUTO	
	RUNNING BOARDS	\$250.00		TRAILER TOW PACKAGE	\$1,325.00
	17" SILVER STEEL WHEELS			BRAKE CONTROLLER	
	BACK UP ALARM	\$145.00			
	SYNC				
	REAR CAMERA				

Total of B. Published Options: **\$3,685.00**

Published Option Discount (5%) **\$(184.25)**

C. Additional Options [not to exceed 25%]

\$= 6.2 %

Options	Bid Price	Options	Bid Price
4 CORNER LEDS	\$750.00		
ALUMINUM TOOLBOX	\$595.00		
BACK UP ALARM	\$125.00		
HEADACHE RACK	\$475.00		

Total of C. Unpublished Options: **\$1,945.00**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): **\$-**

E. Lot Insurance (for in-stock and/or equipped vehicles): **\$-**

F. Contract Price Adjustment: _____ **\$-**

G. Additional Delivery Charge: 400 miles **\$700.00**

H. Subtotal: **\$33,620.75**

I. Quantity Ordered 2 x K = **\$67,241.50**

J. Trade in: _____ **\$-**

K. GOODBUY Administrative Fee (\$300 per purchase order) **\$300.00**

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE **\$67,541.50**



PRODUCT PRICING SUMMARY
GOODBUY 22-22- 8F000 VEHICLES
VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF LAREDO
Contact: RON MILLER
Email: _____
Product Description: 2022 FORD F-150 EXT. CAB

Prepared by: GLEN ANGELLE
Phone: 409-880-9191
Email: gangelle.cowboyfleet@gmail.com
Date: September 12, 2022

A. Bid Item: A/C A. Base Price: **\$27,475.00**

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Code	Options	Bid Price	Code	Options	Bid Price
		\$-		EXT WHITE	
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	3.73 LOCKING REAR END	\$570.00		SHORT WHEELBASE 145	
	POWER LOCKS/WINDOWS	\$1,170.00		AIR	
	CRUISE	\$225.00		10-SPD. AUTO	
	RUNNING BOARDS	\$250.00		TRAILER TOW PACKAGE	\$1,325.00
	17" SILVER STEEL WHEELS			BRAKE CONTROLLER	
	BACK UP ALARM	\$145.00			
	SYNC				
	REAR CAMERA				

Total of B. Published Options: **\$3,685.00**

Published Option Discount (5%) **\$(184.25)**

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Options	Bid Price	Options	Bid Price
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E. Lot Insurance (for in-stock and/or equipped vehicles): **\$-**

F. Contract Price Adjustment: **\$-**

G. Additional Delivery Charge: 400 miles **\$700.00**

H. Subtotal: **\$33,620.75**

I. Quantity Ordered 1 x K = **\$33,620.75**

J. Trade in: **\$-**

K. GOODBUY Administrative Fee (\$300 per purchase order) **\$300.00**

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE **\$33,920.75**

COUNCIL COMMUNICATION

DATE: 09/19/2022	SUBJECT: MOTION Authorizing the Interim City Manager to approve the purchase of three (3) 2022 Ford F-150 Extended Cab vehicles from Silsbee Ford for the total amount of \$101,462.22. This purchase will be made utilizing the Buy Board Cooperative Purchasing Program, GOODBUY 22-22-8F000 Vehicles.	
INITIATED BY: Steve E. Landin, Assistant City Manager		STAFF SOURCE: Ronald W. Miller, Fleet Management Director
PREVIOUS COUNCIL ACTION: N/A		
BACKGROUND: Two of these vehicles are for the use of I.S.T. I-Net staff to service all city facilities (satellite locations) to improve service response time and provide efficient customer service. At the present time, staff is having to share vehicles, therefore, sometimes unable to provide an immediate response. Third vehicle is an additional unit for the use of Laredo Animal Care Services for use in their daily operations.		
FINANCIAL IMPACT: Funding is available in the PEG Fund -IST Department Capital Outlay line item 246-5545-555-9004 and Laredo Animal Care Services Capital Outlay line item 101-7610-545-9004.		
COMMITTEE RECOMMENDATION: N/A		STAFF RECOMMENDATION: Staff recommends approval.

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Richard A. Chamberlain, DrPH, MPH, RS, CHW, Health Director

SUBJECT

2022-R-158 Authorizing the Interim City Manager to accept additional funding in the amount of \$95,000.00 from the Prevention and Early Intervention Division of the Texas Department of Family and Protective Services for the City of Laredo Health Department Nurse Family Partnership Innovation program for a total amount of \$695,000.00 with no match for the term period from September 1, 2022, through August 31, 2023.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On September 7, 2021, Resolution 2021-R-202 was approved for the original contract.

BACKGROUND

The Texas Department of Family Protective Service's Prevention and Early Intervention division will partner with the Health Department's Nurse-Family Partnership program to deliver positive programs to support maternal child health in Laredo and Webb County. This funding will support two public health programs. This includes the continued delivery of Nurse-Family Partnership program to eligible first-time mothers to improve health outcomes for both mother and child, address self-sufficiency and reduce the risk for child maltreatment. Funding will also support the implementation of the Paternal Crisis Support Project as part of the ARPA/CBCAP Innovations grant award. This project will provide limited behavioral health services including crisis support to families and development of a model for supporting parents/caregivers in crisis.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approves the Resolution.

Fiscal Impact

Fiscal Year: 2022
Budgeted Y/N?:
Source of Funds: Nurse Family Partnership
Account #: 226-6104
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The revenue account 226-0000-321-6301 and the expenditure division 226-6104 with project number HENF12 and project number HENF11.

Attachments

Notice of Award
Original Contract
2022-R-158



Texas Department of Family and Protective Services

Commissioner
Jaime Masters

TO: Richard Chamberlain, Health Director
City of Laredo
Contract No. HHS000791900010
Agency ID No. 24813210

FROM: Kevin Overton-Hadnot, Director of Contract Management and Oversight,
Prevention and Early Intervention Division (PEI)

DATE ISSUED: August 30, 2022

DATE EFFECTIVE: September 1, 2022

SUBJECT: DFPS NOTICE OF AWARD (NOA)

FY 2023 Notification of Funding for DFPS PEI Texas Nurse-Family Partnership (TNFP) Program Grant

Award No: 2023-01

Project Period: 9/1/21 - 8/31/26

Funding Period: 9/1/22 - 8/31/23

CBCAP ARPA Innovation Grant Project Period: 4/15/22-8/31/25

CBCAP ARPA Innovation Grant Funding Period: 9/1/22-8/31/23

DFPS is awarding your organization a total of **\$695,000.00** for the State of Texas Fiscal Year (FY) 2023.

Funding Source:

1. Innovation grant: \$95,000

DFPS is partially funding TNFP services under US Department of Health and Human Services Administration for Children and Families Community-Based Child Abuse Prevention (CBCAP) under the statutory authority of the American Rescue Plan Act (ARPA).

Federal Award Date:	Federal Award Identification Number (FAIN)	Assistance Listing Number	Funding Period
5/12/21	2101TXBCC6	93.590	10/1/20– 9/30/25

2. State general revenue and TANF: \$600,000

DFPS is funding the rest of this award all or in part under US Department of Health and Human Services Temporary Assistance for Needy Families (TANF). DFPS determines the exact amount of state or federal funding at the end of the fiscal year. DFPS will notify the Grantee in writing of the exact amount of federal or state monies used to fund this Grant upon written request from the Grantee.

Federal Award Date:	Federal Award Identification Number (FAIN)	Assistance Listing Number	Funding Period
TBD	2301TXTANF	93.558	10/1/22 – 9/30/23

The most recent Federal Award notices are available at the following

link: https://www.dfps.state.tx.us/Doing_Business/NoA/

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT AGREEMENT

I. PURPOSE.

The Texas Department of Family and Protective Services (DFPS) and City of Laredo (Grantee) (referred to herein as each a "Party" and collectively as the "Parties") enter into this Grant Agreement for Texas Nurse-Family Partnership (TNFP) Program services (Grant).

II. LEGAL AUTHORITY.

This Grant is entered under DFPS's statutory authority in Texas Human Resources Code Chapter 40 and Texas Family Code Chapter 265.

III. PERIOD OF PERFORMANCE.

This Grant starts on September 1, 2021 and ends on August 31, 2026, and can be renewed, extended, or terminated as provided for in this Grant. Following the base term, DFPS, at its sole option, may extend any resulting Grant Agreement for one additional 12-month term to complete a new Request for Application or transition to a new Grantee.

IV. TOTAL AMOUNT OF THIS GRANT.

The total amount of this Grant will not exceed \$3,750,000. All expenditures under this Grant will be in accordance with the Budget (Attachment B).

V. STATEMENT OF WORK.

The Grantee will perform the work and provide services as provided for in the Statement of Work (Attachment A). All work and services provided under this Grant must be in accordance with all state and federal laws, rules, and regulations.

VI. GRANT INFORMATION.

The attached Budget contains the Grant Information. PEI may use a Notice of Award to announce, modify, or clarify the annual Grant budget, source of funding, Performance Measures, Quality Incentive Project (QIP) terms, or other Grant requirements.

VII. CONTRACT (GRANT) MANAGER.

These Contract (Grant) Managers are authorized to administer activities and receive notices and general correspondence for this Grant by sending it to them as provided below.

A. DFPS

Stephanie Lott
Contract (Grant) Manager
Brown-Heatly Building, 4th Floor
4900 North Lamar
Austin, Texas 78751
512-840-7842
PEIContracting@dfps.texas.gov

B. GRANTEE

Robert A. Eads
City Manager
2600 Cedar Ave.
P.O. Box 2337
Laredo, Texas 78040-4040
956-791-7302
reads@ci.laredo.tx.us

VIII. ATTACHMENTS.

The Parties agree to comply with the following Attachments and that they are attached and incorporated as part of this Grant.

- Attachment A – Statement of Work
- Attachment B – Budget
- Attachment C – DFPS Grant Uniform Terms and Conditions
- Attachment D – DFPS Grant Supplemental and Special Conditions
- Attachment E – Federal Assurances
- Attachment F – Request for Application

IX. SIGNATURES.

By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party and that this Grant Agreement represents the final agreement of the Parties.

DFPS

DocuSigned by:
Jaime Masters
55B4E5032BC9459

Jaime Masters

Commissioner

DATE: August 20, 2021

GRANTEE

DocuSigned by:
Robert A Eads
BC0EF9A7D7E0469...

Robert A Eads

City Manager

DATE: August 19, 2021

RFA HHS0007919**ATTACHMENT A
STATEMENT OF WORK**

This Statement of Work (SOW) provides a summary of the Grantee's service delivery program, core services, service delivery area, eligible population, coalition work, other contracted work, annual Grantee outputs and outcomes, reporting requirements, and other requirements. Any changes to this SOW requires a formal Grant amendment.

TEXAS NURSE-FAMILY PARTNERSHIP

GRANT INFORMATION	
Grantee Name: City of Laredo	Period of Performance: September 1, 2021 through August 31, 2026
Contract (Grant) Number: HHS000791900010	Agency ID: 24813210

CORE SERVICES		
The following is the list of core services that will be provided as well as the agencies that will be providing these services. Core services include only the services funded by PEI under this award.		
Agency Providing Service	Service Type	Program Model / Curriculum to be used (if applicable)
City of Laredo	Home Visiting	Nurse-Family Partnership

SERVICE DELIVERY AREA
The service delivery area includes primary counties served under this award. Primary counties are counties that must be served under this award and are the focus of program outreach, recruitment, and any planned initiatives. Secondary counties are counties in which families may be served on an individual, as-needed basis. Secondary counties are not included in outreach and recruitment efforts or other project initiatives. Any secondary counties are listed in the Project Work Plan.

Webb County

ELIGIBLE POPULATION
Texas Nurse-Family Partnership home visiting services must be made available on a voluntary basis and at no cost to pregnant women who are first-time mothers, pregnant 28 weeks or less, meet program-indicated income requirements, and live in the eligible service delivery area. For enrolled participants, services must be made available through the time that the child reaches two years of age.

COALITION WORK
See Project Work Plan.

OTHER CONTRACTED WORK
See Project Work Plan.

RFA HHS0007919**ATTACHMENT A**

ANNUAL GRANTEE OUTPUTS & OUTCOMES	
OUTPUTS	TARGET
Output 1: Services are provided to the designated number of families each month.	100
Output 2: Services are provided to the designated number of families by the end of each fiscal year.	100
Output 3: Families will remain engaged in the program for a minimum of one year.	50%
Output 4: Completed Program Experience Survey Questionnaires are obtained from eligible Primary Caregivers.	50%
Output 5: Grantee will lead or participate in a local early childhood coalition.	Demonstrated regular coordination or participation through quarterly reporting.
OUTCOMES	TARGET
Outcome 1: Women will breastfeed for at least six months postpartum.	20%
Outcome 2: Children will attend recommended well child visits.	80%
Outcome 3: Primary caregiver(s) and/or family members will read, tell stories, or sing songs daily to or with their child(ren).	80%
Outcome 4: Primary caregivers are satisfied with TNFP services received.	80%
Outcome 5: Children will remain safe.	100%

REPORTING REQUIREMENTS

Grantee will follow all PEI data collection and reporting requirements.

1. Grantee will submit a monthly expenditure report for allowable expenses using the format and specifications provided by PEI.
2. Grantee will enter all PEI-required data into the Prevention and Early Intervention Reporting System (PEIRS) database, including participant information, service data, survey/assessment data, and outcomes data.
3. Grantees must enter all required data into the PEIRS system no later than 30 calendar days following the close of the month in which the service(s) occurred.
4. Grantee will submit a Quarterly Report according to the designated timeline, using the template and guidance provided by PEI.
5. Grantee will report any additional data as required by PEI.

OTHER REQUIREMENTS**Evidence-Based Model Requirements**

Grantee will implement the approved evidence-based program model according to official model requirements and standards. Any curricula, assessments, screening tools, data collection, and guidelines required by the program model or PEI must be used.

Data Collection Requirements

RFA HHS0007919

ATTACHMENT A

Grantee must use the data collection system required by DFPS. All required data must be entered directly into the applicable system and the Grantee must perform a quality check to ensure all data required by DFPS is included and the data is accurate. This quality check must include timely review and response to DFPS-generated quality assurance reports.

Data must be entered each month according to DFPS specifications and requirements.

Required Background Checks

In order to ensure participant safety, Grantee must follow DFPS requirements regarding criminal background checks and records maintenance.

Any person performing services under this award must have an approved DFPS background check.

For any person to be approved for PEIRS database access, DFPS background check clearance must be obtained and completed every two years.

Client Confidentiality

Any person given permission to enter or view TNFP participant or program data must adhere to DFPS rules, regulations, and standards for confidentiality, security, and integrity of program data.

Grantee will take all appropriate steps to maintain client confidentiality and obtain any necessary written client consents for data analysis or disclosure of protected health information, in accordance with applicable federal and state laws, including, but not limited to, authorizations, data use agreements, and business agreements as necessary.

Training and Staffing Requirements

Designated grantee staff must complete any orientations, trainings, or meetings required by PEI or the approved program model(s).

Grantee staff vacancies must be filled as soon as possible and no later than 90 days of vacancy begin date.

Grantee will allow for flexible schedules for direct service staff and supervisors to accommodate participant schedules. Schedules should be reasonable and not pose hardship or safety concern for staff or participants.

Program Development and Evaluation

Grantee is required to participate in PEI-required program development and evaluation activities administered through PEI Research and Evaluation, designated state agencies, or any PEI-contracted partners as applicable.

Grantee is required to participate in the Office of the Attorney General Parenting and Paternity Awareness (p.a.p.a.) development initiative to improve participating families' access to additional information and resources.

Grantee is prohibited from engaging in research on program staff and/or participant population without prior written authorization from PEI and the program model.

DFPS Information and Logo Use

Grantee is prohibited from using the DFPS name, logo, or insignia on forms or other materials related to PEI-funded services. This includes forms (e.g. consent forms) and materials that are distributed to the Grantee's participants.

Monitoring and Oversight

RFA HHS0007919

ATTACHMENT A

Grantee may be monitored by DFPS during the period of performance. Grantee must comply with all monitoring requirements and information requests.

Grantee will monitor any subgrantees according to PEI guidance and requirements to ensure that subgrantees adhere to all requirements as they relate to this Agreement.

CONTRACT (GRANT) NUMBER: HHS000791900010
AGENCY ID: 24813210

ATTACHMENT B BUDGET

City of Laredo Texas Nurse-Family Partnership (TNFP)

A. Grant Total Value

The Grant total value includes both the annual budget amounts and the potential Quality Incentive Project (QIP) payments. This amount is the projected potential value. Actual budget amounts must be confirmed through the Notice of Award process as referenced in **Section D** of this attachment.

B. Annual Budget

DFPS will pay the Grantee an annual amount not to exceed the total agreed upon amount in the Grantee's Notice of Award.

C. Quality Incentive Project (QIP)

1. PEI may award QIP payments if Grantee is high performing for achieving deliverables and unspent appropriated funding is identified and approved for disbursement.
2. QIP payments, if approved, will not exceed 25% of the Grantee's annual budget.

D. Notice of Award

DFPS may modify the annual award amount at any time during the Grant period of performance by issuing a Notice of Award to the Grantee.

E. Form 2030 PEI Budget Expenditure Workbook

This award is supported by Form 2030 PEI Budget Expenditure Workbook which is updated annually and modified throughout the fiscal year to reflect expenditures and any changes to the budget.

F. Invoice and Payment

1. Payments are on a monthly cost-reimbursement basis in response to an invoice and purchase voucher.
2. Grantee will submit an invoice and purchase voucher monthly, no later than the last day of the month following that in which the expenditure occurred. If the last day falls on a weekend or holiday, the documents are due the next business day.
3. Grantee shall submit a final close-out invoice annually, not later than 45 calendar days following the end of the fiscal year. Reimbursement requests received more than 45 calendar days following the termination of the Grant may not be paid.

CONTRACT (GRANT) NUMBER: HHS000791900010
AGENCY ID: 24813210

ATTACHMENT B BUDGET

4. PEI will pay Grantee from available funds for services rendered in accordance with the terms of this Grant Agreement upon receipt of a proper and verified invoice and after deduction of any known previous overpayment made by DFPS.

G. Grant Information

1. For the purposes of this Grant, City of Laredo (DUNS No. 618150460) is considered a sub-recipient. DFPS may fund this Grant with the following fund sources:
 - a. State general revenue.
 - b. Temporary Assistance for Needy Families (TANF), Catalog of Federal Domestic Assistance (CFDA) 93.558.
 - c. Promoting Safe and Stable Families (PSSF), CFDA 93.556.
 - d. Community-Based Child Abuse Prevention (CBCAP) Grants, CFDA 93.590.
2. DFPS determines the exact amount of state or federal funding at the end of each subsequent fiscal year.
3. DFPS will provide the Grantee, in writing, the exact amount of federal or state dollars used to fund the Grant upon written request from the Grantee.
4. DFPS reserves the right to fund this Grant with other state or federal sources during the Period of Performance.
5. For the Period of Performance, the most recent federal award letter(s) will be available at the following URL:
https://www.dfps.state.tx.us/Doing_Business/NoA/default.asp

ATTACHMENT C
TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
GRANT UNIFORM TERMS AND CONDITIONS

SECTION I
FUNDING AVAILABILITY & FINANCIAL

A. FUNDING AVAILABILITY.

1. This Contract is contingent upon the continued availability of funding. If funds become unavailable through the lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidation or any other disruptions of current appropriations, DFPS will reduce or terminate this Contract.
2. DFPS is prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium.

B. PROMPT PAYMENT.

DFPS will pay Grantee according to the Prompt Payment Act, Texas Government Code Chapter 2251, unless the terms of a federal contract, grant, regulation, or statute prevent the DFPS from making a timely payment with federal funds.

C. TRAVEL EXPENSES.

Travel expenses authorized by this Contract will be reimbursed according to the rates set by the State of Texas TexTravel (or its successor) program. Furthermore, DFPS reserves the right to reimburse at a rate equal to the rate DFPS employees receive even if the rates set by the State of Texas TexTravel are higher.

D. NO DEBT AGAINST THE STATE.

For Grantees that are not governmental entities, this Contract will not be construed as creating any debt by or on behalf of the State of Texas.

E. DEBT TO STATE.

If a law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges that DFPS' payments under the Contract will be applied toward eliminating the Grantee's debt or delinquency, regardless of when it arises.

F. RECAPTURE OF FUNDS.

Grantee agrees that:

1. DFPS will withhold all or part of any payments to Grantee to offset overpayments made to Grantee. Overpayments, as used in this Section, include payments made by DFPS that exceed the maximum allowable rates, not allowed under applicable laws, rules, or regulations or that are otherwise inconsistent with this Contract, including any unapproved expenditures;

2. It will return to DFPS any amounts paid that are disallowed pursuant to financial and compliance audit(s) of funds received under this Contract; and
3. Reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract or from a source of federal funds derived from programs administered by DFPS or the State of Texas.

G. FINANCIAL REMEDIES.

In addition to any other remedy under law, DFPS reserves the right to implement financial remedies based on monitoring or audit findings related to violations of this Contract's requirements including recovery of all actual damages DFPS accrues as a result of a Grantee's noncompliance. As applicable to this Contract, additional financial remedies or liquidated damages may be provided for in this Contract's Supplemental and Special Conditions.

H. ALLOWABLE COSTS.

DFPS will reimburse the allowable costs incurred in performing the Contract that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DFPS will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If DFPS has paid funds to Grantee for unallowable or ineligible costs, DFPS will notify Grantee in writing, and Grantee shall return the funds to DFPS within 30 calendar days of the date of this written notice. DFPS will withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to DFPS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). DFPS will take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include the following chart. Furthermore, OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
For-profit Organization other than a hospital	48 CFR, Part 31 Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS

I. INDEPENDENT SINGLE OR PROGRAM-SPECIFIC AUDIT.

If Grantee, within Grantee's fiscal year, expends a total amount of at least \$750,000 in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with TxGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. HHSC Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within 30 calendar days after notification by HHSC Single Audit Services to do so then, Grantee shall be subject to the DFPS sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as, with the provisions of UGMS.

J. SUBMISSION OF AUDIT.

Within 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically, one copy of the Single Audit or Program-Specific Audit to the DFPS as directed in this Contract and another copy to:
single_audit_report@hsc.texas.gov.

K. INSURANCE.

For Grantees that are not governmental entities, the following applies.

1. Unless otherwise specified in this Contract, its' Supplemental and Special Conditions or the solicitation that this Contract resulted from, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities

thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry or as determined by DFPS.

2. Grantee will provide evidence of insurance upon request by DFPS.
3. In the event that any policy is determined by DFPS to be deficient and does not comply with the terms of this Contract, Grantee will secure such additional coverage as required by DFPS, law or regulation.
4. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

L. NONSUPPLANTING.

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other sources but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee will be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

SECTION II RECORDS – ACCESS, AUDIT & RETENTION

A. RECORDS RETENTION AND ACCESS.

1. Grantee will keep and maintain, as applicable, accurate and complete records necessary to determine compliance with this Contract and applicable laws.
2. Grantee will provide access to its records to DFPS, the Texas State Auditor's Office (SAO), the Federal Government, and their authorized representatives.
3. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documentation for a minimum of seven years after the termination of this Contract or seven years after the completion of any litigation or dispute involving the Contract, whichever is longer.
4. **THE GRANTEE WILL NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DFPS CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DFPS CONTRACT MANAGER.**

B. SAO AUDIT.

1. Grantee understands that acceptance of funds under this Contract or through a subcontract acts as acceptance of the authority of the SAO or any successor agency, to conduct an audit or investigation in connection with those funds.
2. Under the direction of the Legislative Audit Committee, an entity that is the subject of an SAO audit or investigation must provide the SAO access to any information that is considered relevant.

3. Grantee agrees to cooperate fully with the SAO, or its successor, in the conduct of the audit or investigation, including providing all records requested.
4. Grantee will ensure that this clause, concerning the authority to audit funds received indirectly by subgrantees related to this Contract and the requirement to cooperate, is included in any subcontracts it awards.

C. COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS.

1. Grantee will implement all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, accounting principle, or deficiency identified in any audit, review, or inspection of this Contract.
2. Any such correction will be at Grantee or its subgrantee's sole expense.
3. Whether Grantee's action corrects the noncompliance will be solely the decision of DFPS.
4. Grantee must provide, at DFPS' request, a copy of those portions of Grantee's and its subgrantees' internal audit reports relating to this Contract.

D. CONFIDENTIAL INFORMATION.

1. Grantee agrees to only use DFPS confidential information for the purpose of this Contract and comply with all applicable state and federal laws when it receives and stores DFPS confidential information, including, but not limited to, the following enumerated. This includes any communication or record regardless of form or format provided or made available through any means and includes records or information that identifies DFPS children or clients.
 - a. Section 106 of the Child Abuse Prevention and Treatment Act (CAPTA), codified at 42 U.S.C. 5106a;
 - b. Section 471 of Title IV-E of the Social Security Act, codified at 42 U.S.C. 671(a)(8), and related federal rules at 45 CFR 1355.30 & 45 CFR 205.50;
 - c. Social Security Administration Data, including, without limitation, Medicaid information (The Social Security Act, 42 U.S.C. Chapter 7);
 - d. Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99;
 - e. Protected Health Information, including Electronic Protected Health Information or Unsecured Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;
 - f. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. §290dd-2; 42 CFR Part 2;
 - g. Federal Tax Information, Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
 - h. The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. §552a;
 - i. Personal Identifying Information defined by Texas Business and Commerce Code Chapter 521, and OMB Memorandum 07-16,

Safeguarding Against and Responding to the Breach of Personally Identifiable Information;

- j.** Texas Family Code §261.201 and related provisions in Chapters 261 and 264;
 - k.** Texas Health and Safety Code §81.046 and Chapters 181 and 611;
 - l.** Texas Human Resources Code §12.003, §40.005, and Chapter 48;
 - m.** Texas Public Information Act, Texas Government Code Chapter 552;
 - n.** 19 Texas Administrative Code Chapter 702 Subchapter F (Child Protective Services), and Chapter 705 Subchapter M (Adult Protective Services); and
 - o.** Criminal History Record Information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.
- 2.** Grantee will notify DFPS immediately, but not later than 24 hours, after Grantee discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information. Grantee will also fully cooperate with DFPS in investigating, mitigating and issuing notifications for an unauthorized disclosure or breach as directed by DFPS.
 - 3.** Grantee will only disclose information according to applicable law and will notify DFPS as required by the applicable law, when it makes a disclosure.
 - 4.** In the event the Grantee receives a request or demand for confidential information or records in connection with any discovery, investigative, civil, criminal or other similar legal process, before the Grantee can release, they will provide DFPS with written notice of this request or demand within two business days of receiving it. DFPS will provide prompt notice to the Grantee whether they have no objection to the release or they plan to seek a protective order to prevent the release.

E. PUBLIC INFORMATION ACT.

- 1.** Information related to this Contract will be subject to the Public Information Act (PIA) found at Texas Government Code Chapter 552 and withheld from public disclosure or released only in accordance with the PIA.
- 2.** In accordance with Section 2252.907 of the Texas Government Code, the Grantee is required to make any information created or exchanged with DFPS 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 DFPS.

SECTION III OWNERSHIP & INTELLECTUAL PROPERTY

A. OWNERSHIP.

DFPS owns all work produced by Grantee under this Contract.

B. INTELLECTUAL PROPERTY.

1. To the extent any services, deliverables or work performed by Grantee results in the creation of intellectual property, all right, title, and interest in and to such intellectual property, will vest in DFPS upon creation and will be deemed to be a "work made for hire," and made in the course of the services rendered pursuant to this Contract.
2. To the extent that title to any such intellectual property will not by law vest in DFPS, or such intellectual property will not be considered a "work made for hire," Grantee hereby irrevocably assigns all rights, title, and interest therein to DFPS.
3. Grantee must give DFPS and the State of Texas, as well as, any person designated by DFPS or the State of Texas, all assistance required to perfect the rights defined in this Section, without any additional charge or expense beyond the stated amount payable to Grantee authorized under this Contract.

**SECTION IV
NOTICE****A. NOTICE OF LEGAL MATTER OR LITIGATION.**

Grantee will notify their assigned DFPS Contract Manager of any litigation or legal matter related to or affecting this Contract within seven calendar days of Grantee becoming aware of the litigation or legal matter.

B. NOTICE OF CHANGE IN CONTACT PERSON OR KEY PERSONNEL OR MATTERS IMPACTING CONTRACT.

The Grantee will notify their assigned DFPS Contract Manager within ten days of any change to the Grantee's Contact Person or Key Personnel in the Contract or any matter impacting the Contract, which includes but is not limited to changes to Grantee's name or identity, ownership, control, governing board membership, any problem or potential problem associated with its performance or services, or payee identification number.

C. COMPLAINT REPORTING.

Unless otherwise noted in this Contract, DFPS will contact the Grantee when it receives a complaint about the Grantee and advise the Grantee whether DFPS will conduct an investigation or will coordinate with the Grantee for an investigation. When DFPS requires the Grantee to conduct any part of the complaint investigation, Grantee must respond in writing to DFPS with all information and according to DFPS's requirements and specified time frames.

SECTION V AMENDMENT

A. BILATERAL AMENDMENT.

Except as provided for in the Unilateral Amendment section below, this Contract can only be changed by a Bilateral Amendment executed by both Parties.

B. UNILATERAL AMENDMENT.

A Unilateral Amendment will be issued by DFPS and it will be effective on the date that is specified in the Unilateral Amendment. DFPS has sole discretion as to whether a change to the Contract cannot be a Unilateral. DFPS will issue a Unilateral Amendment to:

1. Correct an obvious clerical error;
2. Modify a Contract Number or Agency ID Number;
3. Incorporate new or revised state or federal laws, regulations, rules or policies;
4. Comply with a court order or judgment;
5. Update service level description or daily rates;
6. Update Grantee's name as recorded by the Secretary of State, as required by law or as authorized by DFPS;
7. Change either Party's Contract Manager or contact information;
8. Change any recorded license number based on information obtained from the agency or entity issuing the license; and
9. For Open Enrollments only, add or delete a geographic service area, service delivery location, or service type, as long as it is part of a current Open Enrollment.

SECTION VI TERMINATION

A. TERMINATION FOR CONVENIENCE.

DFPS will terminate the Contract, in whole or in part, at any time when, in its sole discretion, DFPS determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in DFPS' notice of termination.

B. TERMINATION FOR CAUSE.

1. If the Grantee fails to provide the services or goods required by this Contract or fails to comply with any terms or conditions of it, DFPS will terminate the Contract in whole or part.
2. In addition to any other remedy allowed by law, Grantee will be responsible to DFPS for all costs incurred by DFPS and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute Grantee and the cost of any claim or litigation that is reasonably attributable to Grantee's failure to provide services or goods.

C. EQUITABLE SETTLEMENT.

Any early termination under this Contract will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**SECTION VII
GENERAL PROVISIONS****A. GOVERNING LAW AND VENUE.**

This Contract and the rights and obligations of the Parties will be governed by and construed according to the laws of the State of Texas, exclusive of any conflicts of law provisions. Venue for any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by DFPS. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it will now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract.

B. INDEMNITY.

THE FOLLOWING APPLIES TO GRANTEES THAT ARE NOT GOVERNMENTAL ENTITIES.

- 1.** GRANTEE WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND DFPS AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF OR RESULTING FROM:
 - a.** GRANTEE'S PERFORMANCE UNDER THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBGRANTEE, OR SUPPLIER OF THE GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;
 - b.** ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OF CONTRACT BY THE GRANTEE OR ANY AGENT, EMPLOYEE, SUBGRANTEE, OR SUPPLIER OF THE GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;
 - c.** EMPLOYMENT OR ALLEGED EMPLOYMENT DISCRIMINATION, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR
 - d.** WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.
- 2.** NOTHING IN THIS CONTRACT WILL BE CONSTRUED AS A WAIVER OF DFPS' SOVEREIGN IMMUNITY.
- 3.** IF DFPS IS A NAMED DEFENDANT IN ANY SUIT INVOLVING THIS CONTRACT, THE DEFENSE WILL BE COORDINATED BY THE GRANTEE WITH THE OFFICE

OF THE TEXAS ATTORNEY GENERAL. GRANTEE MAY NOT AGREE TO ANY SETTLEMENT REGARDING SUITS INVOLVING THIS CONTRACT IF DFPS IS A NAMED DEFENDANT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE TEXAS ATTORNEY GENERAL.

C. BACKGROUND HISTORY CHECKS AND RIGHT OF REMOVAL.

1. Before providing direct services, having direct client contact and/or access to client records, the Grantee will submit information necessary for DFPS to conduct background checks on its employees, subgrantees or volunteers according to DFPS Background Checks Handbook under the applicable policy section at http://www.dfps.state.tx.us/handbooks/Background_Checks/default.asp, including any required disclosures. Furthermore, before the employee, subgrantees or volunteer can provide direct services, have direct contact or access client records, the Grantee must receive notice from DFPS that the background check has been approved.
2. If while providing direct services, having direct client contact and/or access to client records, the Grantee becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state or local agency or board of an employee, subgrantees or volunteer, then the Grantee will notify DFPS within ten business days of them becoming aware of it. DFPS will determine if and when the employee, subgrantee or volunteer can have direct contact with clients.

D. ASSIGNMENTS.

Grantee will not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of DFPS. Any attempted assignment in violation of this Section is void and without effect. This section will not prohibit collateral assignment of payments for the purpose of secured lending arrangements in the ordinary course of business.

Grantee agrees that DFPS may, in one or more transactions, assign, pledge, or transfer this Contract.

E. SEVERABILITY.

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provisions of this Contract unenforceable.

F. SURVIVABILITY.

Termination or expiration of this Contract will not release either party from any liabilities or obligations that the Parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

G. FORCE MAJEURE.

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of any governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing of the reason for such delay, estimated duration of the delay, and the steps taken to minimize the delay.

H. AUTHORITY OF DFPS STAFF.

DFPS staff are not authorized to sign non-DFPS forms, unless those forms have received prior approval by DFPS. DFPS is not bound to the terms of any forms signed by unauthorized staff.

I. DISPUTE RESOLUTION.

For Grantees that are not governmental entities, the Parties will use the dispute resolution process in Texas Government Code Chapter 2260 to resolve any dispute that arising under this Contract. Grantee's Notice of Claim of Breach of Contract is delivered to their assigned DFPS Contract Manager in their Contract and to the DFPS Office of General Counsel at the address listed below, by hand, certified mail return receipt requested, or other verifiable delivery service, and is effective on date received.

Office of General Counsel**Physical Address**

701 W. 51st Street
Austin, TX 78751

Mailing Address

P.O. Box 149030
Austin, TX 78714-9030
Mail Code: E611

J. WAIVER.

DFPS' failure to enforce any provision of this Contract or its payment for services or goods provided under this Contract, will not constitute a waiver of any provision of the Contract.

K. CIVIL RIGHTS.

1. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

L. PERMIT AND LICENSE.

Grantee will be responsible at their expense for obtaining all permits and licenses required by city, county, state or federal rules, regulations or laws necessary or required for the Grantee to provide services or goods under this Contract.

M. WARRANTY.

Grantee warrants that all services, deliverables and work done under this Contract will be completed in a manner consistent with generally accepted standards in the applicable trade, profession, or industry and conform to or exceed the specifications set forth in the Contract and be fit for ordinary use, of good quality, and contain no material defects.

N. E-VERIFY/EMPLOYEE ELIGIBILITY.

By entering into this Contract, Grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of all persons employed during the Contract term to perform duties within Texas and all persons (including subgrantees) assigned by the Grantee to perform services, deliverables and work pursuant to the Contract.

O. REPORT OF WASTE, FRAUD OR ABUSE.

Grantees who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately contact both the Texas HHSC Office of the Inspector General at 1-800-436-6184 and the Texas State Auditor's Office at <https://sao.fraud.texas.gov/ReportFraud/>.

P. CULTURAL COMPETENCE.

1. Grantee will make reasonable efforts to provide services that meet each client's individual needs and takes into consideration the intellectual functioning, literacy, level of education and comprehension ability of each client in order to ensure that all information is presented in a way that meets each client's individual needs.
2. Grantee will provide services in the client's primary language either directly by Grantee or by a DFPS approved translator.
3. Grantee will have a cultural competence mission statement, core values or other similar guidance that provides how the Grantee will effectively provide these services to clients of various cultures, races, ethnic backgrounds and

religions in a manner that recognizes and affirms the client's worth, protects and preserves the client's dignity and ensures equity of service delivery.

Q. PUBLICITY.

Grantee must not use the name of, or directly or indirectly refer to, DFPS, the State of Texas, or any other state agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee will publish, at its sole expense, results of Grantee performance under the Contract with DFPS's prior review and written approval, which DFPS will withhold at its sole discretion. Grantee will acknowledge the support received in all format types (written, visual and audio) from DFPS and the Federal Agency as applicable.

R. LIMITATION OF DFPS NAME, SEAL OR LOGO.

1. Grantee will not use the DFPS name, seal or logo in any form or manner without the prior written approval of DFPS.
2. Grantee will not use the DFPS name, seal or logo to imply any endorsement, approval, or sponsorship of Grantee's goods or services by DFPS.

S. SUBCONTRACTING AND SUBAWARDING.

As applicable under the Contract, Grantee will comply with the following.

1. Grantee will be responsible to DFPS for any subcontractor's and subgrantee's performance under this Contract. Subcontractors and subgrantees providing services under the Contract will meet the same requirements and level of experience as required of Grantee.
2. No subcontract or subaward under the Contract will relieve Grantee of responsibility for ensuring the requested services are provided.
3. Grantee cannot subcontract or subaward case management services without DFPS prior written permission.
4. Grantees planning to subcontract or subaward all, or a portion, of the work to be performed will identify the proposed subcontractors and subgrantees.
5. Subcontracting and subawarding will be solely at grantee's expense.
6. DFPS retains the right to check subcontractor's and subgrantee's background and approve or reject the use of submitted subcontractors and subgrantees.
7. Grantee will be the sole contact for DFPS and Grantee will list a designated point of contact for all DFPS inquiries.
8. Grantee will include a term in all subcontracts and subawards that incorporates this Contract by reference and binds subcontractors and subgrantees to all the requirements, terms, and conditions of this Contract related to the service being provided by the subcontractor and subgrantee, as well as, explicitly hold that this Contract controls in the event of any conflict with subcontract. DFPS approval of Grantee's use of any subcontractor and subgrantee is conditioned upon the extent that any subcontract and subaward does not conflict with any requirements of the Contract between DFPS and Grantee.

- 9.** Payments to subcontractors and subgrantees will be made pursuant to the Prompt Payment Act, Texas Government Code Chapter §2251, unless the terms of a federal contract, grant, regulation, or statute prevent DFPS from making a timely payment to the Grantee with federal funds.

T. CYBERSECURITY TRAINING.

If applicable to this Contract, and as directed by DFPS, the Grantee will comply with Texas Government Code Section §2054.5192 and complete this Section's Cybersecurity Training requirements. Grantee must submit verification of completion and compliance with this Section to DFPS.

**SECTION VIII
CERTIFICATIONS & AFFIRMATIONS**

As applicable to this Contract, Grantee certifies and affirms that by entering into this Contract that these certifications and affirmations apply to Grantee, and all of Grantee's principals, officers, directors, shareholders, partners, owners, agents, employees, subgrantees, independent contractors, and any other representatives who will provide services under, who have a financial interest in, or otherwise have an interest in this Contract.

- A.** Grantee has not given, offered to give, and does not 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 in connection with this Contract.
- B.** Under Texas Government Code §2155.004 (regarding the prohibition of certain financial participation by persons) and §2155.006 and §2261.053 (both relating to ability to receive this Contract, and convictions or penalties regarding Hurricane Rita, Hurricane Katrina or other disasters), Grantee acknowledges that it is not ineligible to receive this Contract and that this Contract will be terminated and payment withheld if this certification is found to be inaccurate.
- C.** Under Texas Family Code §231.006 (relating to delinquent child support), Grantee acknowledges that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract will be terminated and payment will be withheld if this certification is found to be inaccurate.
- D.** Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency under the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 CFR Part 376, and any relevant regulations promulgated by the department or agency funding this project. Grantee agrees that this provision will be included in its entirety in Grantee's subcontracts if payment in whole or in part is from federal funds. Furthermore, Grantee acknowledges that it has not been subjected to suspension, debarment, or similar ineligibility determined by any state or local governmental entity.
- E.** Grantee is not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at

<https://www.sam.gov/portal/public/SAM/>. This Contract will be terminated and payment withheld if this certification is inaccurate. This provision will be included in its entirety in Grantee's subcontracts if payment in whole or in part is from federal funds.

- F.** Under Texas Government Code §669.003 (relating to contracting with the executive head of a state agency), Grantee acknowledges that it is not the executive head of DFPS, was not at any time during the past four years the executive head of DFPS and does not employ a current or former executive head of DFPS.
- G.** Grantee acknowledges that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Texas Tax Code Chapter 171.
- H.** Payments to Grantee and Grantee's receipt of appropriated or other funds under this Contract are not prohibited by Texas Government Code §556.005, §556.0055 or §556.008 (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
- I.** If this Contract is for services, the Grantee will comply with Texas Government Code §2155.4441 for the purchase of products and materials produced in the State of Texas. However, this §2155.4441 is not applicable to Contracts or Agreements with federal funding that further prohibits the use of geographic preferences.
- J.** Grantee has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Grantee hereby assigns to DFPS any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Texas Business and Commerce Code §15.01, et seq.
- K.** If the Grantee is a "Company" under Texas Government Code §808.001, at the time of executing this Contract, the Grantee is verifying that it is not boycotting Israel and will not boycott Israel during the term of this Contract.
- L.** Under Texas Government Code §2155.0061, Grantee certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated and payment withheld if it is found that during the five-year period preceding the date of this Contract, that the Grantee has been convicted of any offense related to the direct support or promotion of human trafficking.
- M.** Under Texas Government Code §2252.152, the Grantee warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.
- N.** The requirements of Texas Government Code 552, Subchapter J may apply to this Contract and the Grantee agrees that this Contract can be terminated if the Grantee knowingly or intentionally fails to comply with a requirement of this Subchapter.

ATTACHMENT D
TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
GRANT SUPPLEMENTAL AND SPECIAL CONDITIONS

SECTION I
SUPPLEMENTAL CONDITIONS

The following Supplemental Conditions modify the DFPS Grant Uniform Terms and Conditions.

- A. Section I., B., PROMPT PAYMENT** is deleted in its entirety.
- B. Section I., C., TRAVEL EXPENSES** is deleted in its entirety and replaced with the following:

Travel must always be billed at the current approved General Service Administration (GSA) rate in effect for the service date on the invoice. Rates may be found at: <https://www.gsa.gov/travel-resources>. Mileage rates may be found at: <http://www.gsa.gov/mileage>.

- C. Section VII., R., LIMITATION OF DFPS NAME, SEAL OR LOGO** is deleted in its entirety and replaced with the following:
1. Grantee will not use the DFPS name, seal or logo in any form or manner.
 2. Grantee will not use the DFPS name, seal or logo to imply any endorsement, approval, or sponsorship of Grantee's goods or services by DFPS.

SECTION II
SPECIAL CONDITIONS

In addition to the DFPS Grant Uniform Terms and Conditions, the Grantee agrees to comply with the following DFPS Grant Special Conditions.

- A. REPORTING ABUSE, NEGLECT, OR EXPLOITATION.**
Grantee will report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code Chapter 261.
- B. REMEDIES.**
In addition to any other remedy provided under this Grant or state or federal law, DFPS may impose the following.

DFPS reserves the right to implement the following remedies to ensure Grant compliance or to address Grant violations. DFPS may require the Grantee to take specific corrective actions to maintain compliance with applicable federal or state regulations and the terms and conditions of this Grant. The Grantee's failure to comply with the specific corrective actions from DFPS may be grounds for DFPS to suspend or terminate the Grant, in whole or in part.

- 1. Technical Assistance.** DFPS may provide informal support, guidance, clarification, and other forms of technical assistance via phone, email, and virtual meeting to resolve Grant or performance compliance issues. Grantee will document all such instances of technical assistance by DFPS in writing, including any implementation work.
- 2. Technical Resolution.** DFPS and Grantee may enter a joint technical process. Both parties will hold face-to-face meetings, web meetings or phone calls where both parties will identify issues, barriers, potential solutions, and implementation strategies to fix noncompliance and performance issues. DFPS will document these sessions and provide Grantee with a final technical guidance document for implementation.
- 3. Letter of Concern (LOC).** A LOC is a tool to assist Grantees in meeting Grant requirements. A LOC serves as a formal notification of an observed deviation from Grant performance, Project Work Plan, or other requirements. If there are still observed deviations three months after issuance of a LOC, PEI may then begin a Corrective Action Plan (CAP). A LOC may be issued in the following circumstances:
 - a. Grantee does not meet Outputs for two consecutive months.
 - b. Grantee does not deliver a core program (as determined by DFPS) component for one quarter.
 - c. PEI identifies reoccurring or ongoing issues that impact program performance for two months.
 - d. Required data is late, incomplete, or missing in the Prevention and Early Intervention Reporting System (PEIRS) for two consecutive months.
 - e. Monthly billing is late, incomplete, or missing for two consecutive months.
- 4. Corrective Action Plan (CAP).** DFPS will provide the Grantee with a CAP that identifies areas of noncompliance, poor performance, or other deficiencies. Grantee must respond in writing within the timeframes required in the CAP, address each identified defect, and provide an appropriately thorough response to DFPS for review and approval. After DFPS approves a CAP, it will be incorporated into the Grant by this reference. Upon receipt of DFPS approval, the Grantee must

implement and maintain compliance with the requirements of the CAP. Failure to appropriately implement or maintain compliance with the CAP will serve as grounds for the exercise of any additional remedies under this Grant. A CAP may be issued in the following circumstances:

- a. A core program component (as determined by DFPS) is not delivered for two quarters.
- b. Outputs are not met for four consecutive months.
- c. Identified reoccurring or ongoing issues that impact program performance for four months.
- d. Required data is late, incomplete, or missing in PEIRS for four consecutive months.
- e. Monthly billing is late, incomplete, or missing for four consecutive months.

5. Financial Remedies for Actual Damages. DFPS reserves the right to implement fiscal remedies based on monitoring or audit findings of violations of Grant requirements; including recovery for all actual damages DFPS accrues because of Grantee's noncompliance with this Grant.

6. Restriction of Staff. DFPS reserves the right to require Grantee to remove any employee, volunteer, or agent of the Grantee or any subgrantee from the provision of services under this Grant or to prohibit any employee, volunteer, or agent of the Grantee or any subgrantee from having direct contact with DFPS referred Participants or Participant records.

C. INFORMATION SECURITY REQUIREMENTS.

Grantee must comply with:

http://www.dfps.state.tx.us/Doing_Business/documents/Contractor_Data_and_System_Security_Requirements.pdf and agrees to periodically check for any updates made to this document and comply with any updates made to these requirements.

D. REMOVAL OF ACCESS.

Grantee will immediately remove access capabilities to any DFPS automated or internet-based application(s), or immediately notify DFPS that access to such applications needs to be terminated for an employee, subgrantee, or volunteer whose employment, subaward, or volunteer term with Grantee has ended for any reason.

E. TESTIMONY IN PROCEEDINGS.

Grantee will require its employees to testify in judicial and administrative proceedings at the request of DFPS. To the extent possible, Grantee will also assist DFPS in locating past employees, agents, volunteers, consultants, contractors or subgrantees when DFPS requires past

employees, agents, volunteers, consultants, contractors or subgrantees to appear and testify in accordance with this subsection.

F. NOTIFICATIONS.

Grantee will notify DFPS immediately of any significant change affecting Grantee or this Grant, including, but not limited to, change of Grantee's name or identity, ownership, control, governing board membership, key personnel, any problem or potential problem associated with performance or services, or payee identification number. Grantee will also provide DFPS with any documentation or information related to a notification provided for under this section. Grantee will also notify DFPS of any lawsuit brought against Grantee related to the services provided for in this Grant. Unless otherwise noted in this Grant, Grantee will provide all notices in writing to DFPS within ten working days.

G. TRANSITION AFTER TERMINATION.

At the end of the Period of Performance or other Grant termination or cancellation, Grantee will in good faith and in reasonable cooperation with DFPS, aid in the transition to any new arrangement or provider of services. The respective accrued interests or obligations incurred to date of termination must also be equitably settled. Upon termination or expiration of this Grant, DFPS will work with Grantee to transfer all services as efficiently as possible with the goal to have all necessary services transferred by the effective date of the expiration or termination of the Grant. However, if a transfer of all necessary services is not possible, Grantee will continue to provide necessary services following all terms and conditions of this Grant until all necessary Participant services are completely transferred.

H. STATEMENT OF WORK VS. PROJECT WORK PLAN.

The Statement of Work is the formal document incorporated into the Grant. The Project Work Plan documents how the Grantee will achieve the performance measures outlined in the Grant. Changes to the Statement of Work require an amendment. Project Work Plans may be changed with written approval from PEI and the Grantee.

- 1. Statement of Work (SOW) Changes.** Grantee cannot make any changes to the Statement of Work without a formal amendment. PEI requires an amendment to change any terms outlined in the Grant Agreement including but not limited to:
 - a. Performance Measures (Outputs and Outcomes)
 - b. Primary Service Delivery Area outlined in the Grant
 - c. Target populations
 - d. Addition or deletion of Primary Services outlined in the Statement of Work

- e. Addition or deletion of Ancillary Services outlined in the Statement of Work
- f. Any extension of the Period of Performance

2. Project Work Plan (PWP) Changes.

- a. Any post-award changes to the PWP must not alter the Statement of Work for the Grant without an amendment. The Request for Application and Grant Agreement documents serve as the primary guide in determining allowable changes to the PWP.
- b. PEI may allow or make limited modifications to the PWP to meet unanticipated needs at any point during the Period of Performance. Either the Grantee or PEI may identify the need for such a change.
- c. A Project Work Plan change requires prior written approval from PEI.
- d. A change to the Project Work Plan may include:
 - i. Points of contact
 - ii. Service delivery locations or hours
 - iii. Secondary Service Delivery Area if the change is consistent with the Request for Application requirements
 - iv. Subawards
 - v. Policies or procedures used to provide services including:
 - 1. Intake process
 - 2. Determining Participant eligibility
 - 3. Plan or process for retaining Participants in the program
 - 4. Case documentation
 - 5. Linking participants with other social service providers when necessary
 - 6. Case closure or termination of services to Participants
 - 7. Referrals to subawardees
 - 8. Policies, procedures, and strategies used to ensure services are not denied or delayed when Grantee is at maximum capacity
 - 9. Staffing plan (provided change meets minimum Grant requirements)
 - 10. Staff training plan
 - 11. Grant administration
 - 12. Subaward administration
 - 13. Cost per Participant

I. QUALITY INCENTIVE PROJECT (QIP)**1. Deliverables.**

- a. PEI will define a set of deliverables within each strategy of PEI programs to ensure the Grantee provides quality services.
- b. PEI will inform the Grantee of the specific deliverable details and metrics for measuring at the beginning of each State of Texas fiscal year and periodically throughout the Grant lifecycle if PEI modifies the deliverables.
- c. PEI will track QIP deliverables through PEIRS throughout each year of the Grant.

2. Quality Incentive Project Payments.

- a. PEI may award QIP payments to high performing Grantees for achieving deliverables if unspent appropriated funding is identified and approved for disbursement.
- b. Grantee will receive notice of these disbursements via a Notice of Award.
- c. Each fiscal year, Grantee may earn a maximum of 25% of their annual budget.

J. NOTICE OF AWARD.

PEI may use a Notice of Award to announce, modify, or clarify the annual Grant budget, source of funding, Performance Measures, QIP terms, or other Grant requirements.

K. PROGRAM FORMS AND SOCIAL SECURITY NUMBERS.

Grantee is required to complete all fields of program forms in their entirety, including any social security number fields. If a Participant refuses to provide their social security number, Grantee must document refusal in the case file. The expectation is that Grantees make a good faith effort to obtain social security numbers and other information listed on the program form. Items with an asterisk on program forms are required fields in the database; however, the expectation is that the form is completed thoroughly. Primary Caregivers must sign program forms giving consent for services prior to the provision of services.

L. GRANT OBLIGATIONS.

A Grantee's acceptance of funds directly under the Grant or indirectly through a subaward acts as acceptance of the authority of the state, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. In accordance with the legislative audit committee, DFPS can request any documentation, at any

time, to be sent to DFPS to a location DFPS chooses. Examples of documentation that DFPS may request includes, but not limited to:

1. Participant files in their entirety (includes, but not limited to):
 - a. Progress notes
 - b. Action plans
 - c. Registration forms
 - d. Surveys
 - e. Sign-in sheets
 - f. Monthly tracking forms
 - g. Referral information
2. Invoices that support monthly billings
3. Receipts that support monthly billings
4. Grantee's full general ledger

M. COST REIMBURSEMENT GRANT.

1. **Basis for Payment.** DFPS is not obligated to pay unauthorized costs or to pay more than Grantee's allowable and incurred costs consistent with 45 CFR 75, Subpart E. Grantee is responsible for submitting invoices in an accurate and timely manner for each service period and for notifying DFPS of a need to expedite payment. DFPS will make reasonable efforts to process all bills received in an accurate and timely manner but does not warrant immediate payment.
2. **Regulation Compliance.** Grantee will remain in compliance with 45 CFR Part 75, Subpart E. The reimbursement made to Grantee will not exceed Grantee's actual costs to provide the services under this Grant, and Grantee's actual costs, both direct and indirect, must be allowable, reasonable, and allocable.
3. **Physical Property.** Grantee will assume responsibility for the protection of all physical property and equipment purchased under this Grant. Grantee must furnish DFPS with a written, factual report of the theft of, or damage to, any equipment purchased under this Grant, including circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the properties, Grantee will notify appropriate local law enforcement authorities.
4. **Equipment.** Equipment is any article of tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of: the capitalization level established by the Grantee for financial statement purposes or \$5,000. Grantee will follow the provisions of 45 CFR 75.320 regarding disposition of any equipment purchased under this Grant with funds allocated to Grantee or its subawardee. Grantee will not give any security interest, lien, or otherwise encumber any item of equipment purchased with Grant funds. Grantee will permanently identify all equipment purchased under this Grant by appropriate tags or labels

affixed to the equipment. Grantee will maintain a current inventory of equipment that is always available to DFPS upon request. Cost reimbursement Grantees must also follow the following guidelines when partnering with DFPS.

- a. Cost reimbursement Grantee must add certain types of equipment items that are classified as "controlled assets" as designated in the Comptroller's State Property Accounting (SPA) Process User's Guide, available on the internet, to their inventory. Grantees should review the SPA guide periodically for the most current list.
- b. All cost reimbursement Grantees must follow the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Hospital Assets" for equipment disposition purposes, except when federal or statutory requirements supersede.
- c. Grantee must request DFPS approval before disposing of equipment or controlled assets prior to the end of the useful life for that item.
- d. Any change to the equipment category in a cost reimbursement budget will require prior approval from DFPS.

N. BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS.

Upon written request from DFPS, Grantee will provide copies of its most recent business continuity and disaster recovery plans.

O. PAYMENTS UNDER STATE PLANS APPROVED UNDER TITLE IV-E AND TANF.

As applicable, Grantees must seek payment or adjustment to payments in accordance with the time limit specified in 45 Code of Federal Regulations (CFR) 95.1 that provides a two-year (eight fiscal year quarters) time limit for a state to claim federal financial participation in expenditures under state plans approved under Title IV-E and Temporary Assistance for Needy Families (TANF).

Any invoice or amended invoice that is submitted to DFPS later than seven quarters after the end of the quarter of the expense, will not be processed unless DFPS determines that submission for payment of the bill to the federal government can be executed within the time limits provided in the CFR.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

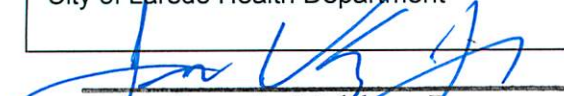
As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These 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) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§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; (h) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
 Robert A. Eads <small>vec.</small>	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Laredo Health Department	11/3/2020





 Jose A. Valdez, Jr.
 City Secretary

CONTRACT (GRANT) NUMBER: HHS000791900010
AGENCY ID: 24813210

**ATTACHMENT F
REQUEST FOR APPLICATION**

Request for Application (RFA) HHS0007919 for
Texas Nurse-Family Partnership (TNFP) Program
is incorporated by reference to the Grant Agreement.

<https://apps.hhs.texas.gov/PCS/HHS0007919/>

AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT ADDITIONAL FUNDING IN THE AMOUNT OF \$95,000.00 FROM THE PREVENTION AND EARLY INTERVENTION DIVISION OF THE TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES FOR THE CITY OF LAREDO HEALTH DEPARTMENT NURSE FAMILY PARTNERSHIP INNOVATION PROGRAM FOR A TOTAL AMOUNT OF \$695,000.00 WITH NO MATCH FOR THE TERM PERIOD FROM SEPTEMBER 1, 2022, THROUGH AUGUST 31, 2023.

WHEREAS, The Texas Department of Family Protective Service’s Prevention and Early Intervention division will partner with the Health Department’s Nurse-Family Partnership program to deliver positive programs to support maternal child health in Laredo and Webb County. This funding will support two public health programs. This includes the continued delivery of Nurse-Family Partnership program to eligible first-time mothers to improve health outcomes for both mother and child, address self-sufficiency and reduce the risk for child maltreatment. Funding will also support the implementation of the Paternal Crisis Support Project as part of the ARPA/CBCAP Innovations grant award. This project will provide limited behavioral health services including crisis support to families and development of a model for supporting parents/caregivers in crisis.

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

Section 1: Authorizing the Interim City Manager to accept additional funding in the amount of \$95,000.00 from the Prevention and Early Intervention Division of the Texas Department of Family and Protective Services for the City of Laredo Health Department Nurse Family Partnership Innovation program for a total amount of \$695,000.00 with no match for the term period from September 1, 2022, through August 31, 2023.

Section 2: The revenue account 226-0000-321-6301 and the expenditure division 226-6104 with project number HENF12 and project number HENF11.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2022.

**PETE SAENZ
MAYOR**

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
JOAQUIN A. RODRIGUEZ,
ASSISTANT CITY ATTORNEY

JOAQUIN A. RODRIGUEZ
ASSISTANT CITY ATTORNEY

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Richard A. Chamberlain, DrPH, MPH, RS, CHW, Health Director

SUBJECT

2022-R-159 Ratifying the execution of an amendment from the Health and Human Services Commission in the amount of \$340,208.00 with no match for the City of Laredo Health Department, Healthy Texas Women program for the term period from September 1, 2022, through August 31, 2023.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On May 16, 2022, Council approved Resolution 2022-R-038.

BACKGROUND

The Health and Human Services Commission will continue to contract with the City of Laredo Health Department for the Healthy Texas Women project. This grant award will allow for the continuation of the City of Laredo Health Department Texas Healthy Women program that provides patient care preventive health care services for women under the 200% Federal Poverty Level and between the ages of 15 to 44 years old to enhance health care access, early detection and prevention and women's preventive health services. This will improve women's health through better access to primary care, women's health, preventive care, early detection, cancer screening, prenatal, postpartum, maternal child health, family planning, chronic disease prevention, case management and health education as well as diagnostic and laboratory services.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approves the Resolution.

Fiscal Impact

Fiscal Year:

2022

Budgeted Y/N?:

Source of Funds: Healthy Texas Woman

Account #: 226-6109

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Revenue account is 226-0000-321-6310 and expenditure division 226-6109 with project number HEHT08.

Attachments

Executed Agreement
2022-R-159

FY23 FPP, and HTW Renewal Amendment

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
City of Laredo Health Department
(HHSC CONTRACT NO. HHS000734600020)**

AMENDMENT NO. 04

The Health and Human Services Commission (“**HHSC**” or “**System Agency**”) and **City of Laredo Health Department** (“**Grantee**”), collectively referred to as the “**Parties**” to that certain Women’s Health Program Contract that was effective January 1, 2021, and denominated as HHSC Contract No. HHS000734600020 (the “**Contract**”), now desire to amend the Contract.

Whereas, the Parties desire to revise the Budget, revise the Statement of Work, and extend the term of the Contract to allow for successful completion of the Project; and

Whereas, the Parties have chosen to exercise their option to renew the Contract in accordance with Article III and Section 9.1 of Attachment B to the Contract.

Now, therefore, the Parties amend and modify the Contract as follows:

1. **Section III, Duration**, of the Contract is amended to show a revised termination date of August 31, 2023, unless renewed, extended, or terminated earlier pursuant to the terms and conditions of the Contract.
2. **Section IV, Subsection A, Total Budget**, of the Contract is amended to increase the total not-to-exceed Contract amount and include the budget tables for FY 2023 as follows:

A. Budget Categories and Amounts

- A.1 The Contract is amended to add **\$693,713.00** for a new total Contract not-to-exceed amount of \$1,915,022.38. All expenditures under this Contract will be in accordance with the following cost categories:

Table 1 – Family Planning Program – FY 2023 Funding Amounts	
FY 2023	
No. of unduplicated clients to be served	1,440
Fee-for-Service	\$ 265,129.00

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Cost Reimbursement	\$ 88,376.00
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Table 2 – Healthy Texas Women Program – Funding Amounts	
FY 2023	
Cost Reimbursement	\$ 340,208.00

Table 3– Breast and Cervical Cancer Program Services – Funding Amounts		
FY 2023		
No. of unduplicated clients to be served	NA	
CDC SCR, DIAG, and Case Mgmt.	9/2022-6/2023	7/2023-8/2023
	\$0.00	\$0.00
Cost Cervical Dysplasia Mgmt and Treatment	\$0.00 *(allocated as \$0.00 for CD and \$0.00 for GR)	
Temp Assist for Needy Families (TANFXX) SCR, DIAG, Case Mgmt, and MBCC	\$0.00	
GR SCR, Case Mgmt, and MBCC Case Mgmt	\$0.00	

- Attachment A, Statement of Work**, of the Contract is deleted in its entirety and replaced with **Attachment A-1, Revised Statement of Work**, attached to this Amendment and incorporated for all purposes.

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4. **Attachment F, Contract Affirmations Version 2.1 October 2021**, of the Contract is deleted in its entirety and replaced with **Attachment F, Contract Affirmations Version 2.2 May 2022**, attached to this Amendment and incorporated for all purposes.
5. This Amendment No. 04 will be effective upon the signature date of the latter of the Parties to sign below.
6. Except as amended and modified by this Amendment No. 04, all terms and conditions of the Contract shall remain in full force and effect.
7. 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. 04
HHSC Contract No. HHS000734600020**

**HEALTH AND HUMAN SERVICES
COMMISSION**

CITY OF LAREDO HEALTH DEPARTMENT

By:  DocuSigned by:
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By:  DocuSigned by:
02A65EA7AB6B443...

Name: Rob Ries

Name: ROSARIO CABELLO

Title: DEC Family Health Services

Title: Interim City Manager

Date of Execution: August 16, 2022

Date of Execution: August 16, 2022

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

**Attachment A-1: Revised Statement of Work
Attachment F: Contract Affirmations Version 2.2 May 2022**

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Attachment A-1
Revised Statement of Work
Family Planning

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Revised Statement of Work

1. Program Purpose

The Texas Health and Human Services Commission (HHSC) Family Planning Program (FPP) provides comprehensive family planning and related health services statewide to reduce unintended pregnancies, positively affect future pregnancies and improve the health status of low-income women and men.

2. Grantee Responsibilities

To participate as a provider under this Contract, the Grantee must:

- 2.1 Ensure compliance with this Contract, including these Grantee requirements;
- 2.2 Ensure compliance with all state and federal statutes and regulations, HHSC rules, policies, procedures, and guidelines governing the Program, included but not limited to, [Texas Administrative Code \(TAC\), Title 1, Part 15, Chapter 382, Subchapter B](#); [Title XIX, Social Security Act, 42 USC § 1396-1396v et. seq. Grants to States for Medical Assistance Programs](#); and [Texas Provider Procedures Manual \(TMPPM\)](#). The foregoing rules in TAC Title 1 and Title XIX - as they relate to the Program may be further modified and revised- within their existing title- during the term of the Contract. In the event of such modifications or revision, Grantee shall be required to comply with said rules;
- 2.3 Comply with the Family Planning Program Policy Manual (Program Policy Manual) that is available online at [Family Planning Program Policy Manual | Texas Health and Human Services](#). The provisions of the Program Policy Manual may be further modified and revised within their existing title- during the term of the Contract. In the event of such modifications or revision, Grantee shall be required to comply with said rules;
- 2.4 Comply with all requirements under the Texas Grant Management Standards (TxMGS), currently available online at: [Grant Management \(texas.gov\)](#). The Texas Comptroller of Public Accounts (CPA), from time to time and in its sole discretion, may revise the online link provided in this subsection. Grantee is responsible for contacting CPA at any time that Grantee is not able to access the online materials to request the updated link. Grantee is always responsible for complying with the TxGMS, including any revisions to the standards during the Contract term;
- 2.5 Ensure compliance with the HHSC Grant Technical Assistance Guide, currently available online at: [Grant Technical Assistance Guide \(texas.gov\)](#). HHSC, from time to time and in its sole discretion, may revise the online link provided in this subsection. Grantee is responsible for contacting HHSC at any time that

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Grantee is not able to access the online materials to request the updated link. Grantee is always responsible for complying with the Grant Technical Assistance Guide, including any revisions to the standards during the Contract term; and

2.6 Maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications of this Contract are met.

3. Program Eligibility

3.1 Program eligibility is determined by applicable law set forth in Program rules and the requirements established in the HHSC Family Planning Program Policy Manual.

3.2 Grantees must screen all family planning applicants for eligibility in the following programs that provide family planning services in this order:

- a. Medicaid,
- b. Healthy Texas Women (HTW) *and, then,* HHSC Family Planning Program Policy Manual

3.3 Grantees must assess an individual's eligibility on an annual basis and maintain documentation in the individual's record.

3.4 The unduplicated number of Clients for FPP services is set forth in the Contract. This represents the Grantee's projected number of unduplicated Clients to be served during the Contract period. If during the Contract period it is foreseen that the Grantee might be unable to serve the contracted number of clients, HHSC may reduce the Grantee's grant award amount.

4. Family Planning Services

To meet the mission and objectives of grant funds awarded under this Contract, Grantee must meet the following requirements:

4.1 Provide comprehensive family planning and related services to eligible individuals, who must be females and males age 64 years and younger; Texas residents (residency is self-declared); with a gross family income at or below 250 percent of the federal poverty level (FPL).

4.2 Covered and Non-covered services are described in 1 TAC §382.113 and in accordance with the Program rules and the requirements established in the Program Policy Manual. Grantees must provide the following covered services under the FPP:

- a. Annual family planning and preventive health care visit;
- b. Pregnancy testing and counseling;

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- c. Contraceptive services, all methods except emergency contraception, including necessary follow-up and surveillance; and
- d. Certain health screening and diagnostic services, as indicated:
 - i. Screening, diagnosis, and treatment of cervical intraepithelial neoplasia;
 - ii. Cervical cancer screening and diagnosis;
 - iii. Breast cancer screening and diagnosis;
 - iv. Screening and outpatient treatment for sexually transmitted diseases and infections (STDs and STIs);
 - v. HIV screening;
 - vi. Limited prenatal care services;
 - vii. Recommended immunizations;
 - viii. Screening for postpartum depression;
 - ix. Diabetes screening;
 - x. Hypertension screening;
 - xi. Screening for elevated cholesterol; and
 - xii. Preconception health (for example, screening for nutrition and obesity, tobacco and substance use, other high-risk behaviors, social issues, and mental health).

4.3 Grantee must consider an applicant adjunctively income eligible for HHSC FPP services at an initial or renewal eligibility screening, if she or he is currently enrolled in one of the following programs:

- a. Children's Health Insurance Program (CHIP);
- b. Supplemental Nutrition Assistance Program (SNAP);
- c. Temporary Assistance for Needy Families (TANF); or
- d. Special Supplemental Nutrition Program for Women, Infants and Children (WIC).

5. Telehealth and Telemedicine Medical Services

5.1 Grantee may use telehealth services ("a health service, other than a telemedicine medical service, delivered by a health professional licensed, certified, or otherwise entitled to practice in the state of Texas and acting within the scope of the health professional's license, certification, or entitlement to a patient at a different physical location than the health professional using telecommunications or information technology,") and telemedicine medical services ("a health care service delivered by a physician licensed in the state of Texas, or a health professional acting under the delegation and supervision of a physician licensed in the state of Texas, and acting within the scope of the physician's or health professional's license to a patient at a different physical location than the physician or health professional using telecommunications or information technology") as defined in Texas Government Code §531.001(7) (using the meaning assigned by Texas Occupations Code §111.001) as provided through Texas Medicaid.

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5.2 Grantee must comply with all of the following:

- a. Families must give written consent that they agree to receive services via telehealth and telemedicine;
- b. Telehealth and telemedicine services must comply with all Texas Medicaid requirements for telehealth, as well as the licensure/practice act requirements for each provider; and
- c. Technology used to provide telehealth services must be compliant with the Family Educational Rights and Privacy Act of 1974 (**FERPA**) and the Health Insurance Portability and Accountability Act (**HIPAA**).

6. Clinical Service Standards and Requirements

6.1 Grantee must comply with the **HIPPA** standards for protection of privacy.

6.2 Grantee must provide services in a manner that complies with parental consent requirements for minors as outlined in Texas Family Code, Title 2, Chapter 32.

6.3 Grantee must obtain informed consent of the person receiving services in compliance with Limited English Proficiency regulations, as needed; as required by the Texas Medical Disclosure Panel as outlined in the Program Policy Manual; and in compliance with Texas Health and Safety Codes, Sections 81.105 and 81.106.

6.3 Grantee must provide limited pharmaceutical services to family planning clients at each clinic site funded by HHSC FPP in accordance with the Program rules and the requirements established in the Program Policy Manual.

Grantees shall have at least a Class D pharmacy on-site at each HHSC Family Planning clinic site, have applied for a Class D pharmacy license through the Texas Pharmacy Licensing or have obtained approval for a Class D pharmacy exemption from HHSC.

6.4 Grantee will maintain documentation of all services provided in accordance with the Program rules and the requirements established in the Program Policy Manual.

6.5 Grantee will administer treatment protocols in accordance with the Program rules and the requirements established in the Program Policy Manual.

6.6 Grantee shall maintain client and family participation requirements in accordance with the Program rules and the requirements established in the Program Policy Manual.

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- 6.7 Grantee shall develop an annual promotion and outreach plan in accordance with the Program Policy Manual and participate in any requests for information about promotion and outreach from the system agency.
- 6.8 Grantee shall establish internal quality assurance and quality improvement systems and processes to monitor HHSC FPP services. Grantee shall develop policies and procedures in accordance Program rules and the requirements established in the Program Policy Manual.
- 6.9 Grantee shall maintain written plans that address how staff is to respond to emergency situations including, but not limited to fires, flooding, power outage, bomb threats, and clinical emergencies. Each disaster response plan must comply with all applicable local, state, and federal laws, rules and regulations governing provision of services under this Contract.

7. Personnel Standards and Requirements

- 7.1 Grantee must maintain qualified staff in accordance with Program rules and the requirements established in the Program Policy Manual.
- 7.3 Grantee must provide staff training and development in accordance with the requirements established in the Program Policy Manual.
- 7.4 Grantee must notify HHSC of changes in CEO, CFO, program director, and key personnel, of a vacancy funded under this contact. in accordance with the requirements established in the Program Policy Manual. Grantees contract award may be subject to a decrease equal to the salary savings (salary and benefits) realized as a result of the vacancy.

8. Cost Reimbursement, Client Co-Pays

- 8.1 Contract funds must be expended within the current Contract period. Rollover of unexpended funds to the succeeding Contract periods will not be allowed.
- 8.2 Grantee will be reimbursed for costs according to budget workbook and B-13X Forms submitted monthly no later than the last business day of the month following service.
- 8.3 Grantee may assess a Client Co-Pay in accordance with Program rules and the requirements established in the Program Policy Manual. Co-pays collected by the Grantee are considered program income and must be used to support the delivery of HHSC FPP services. Grantee may not deny a service due to inability to pay. The Grantee shall waive the fee if a client self-declares inability to pay.
- 8.5 HHSC, in its sole discretion, may approve fund transfers between categories upon Grantee's written request that must include a detailed explanation

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that supports the need for the fund transfer. Grantee must seek HHSC's written approval prior to making any fund transfers.

9. HHSC FPP FEE-for-Service Reimbursement

- 9.1 The fee-for-service component of the HHSC FPP funding pays for direct medical services on a fee-for-services basis. Up to 100 percent of HHSC FPP funds may be reimbursed on a fee-for-service basis.
- 9.2 HHSC FPP reimburses Grantee's on a fee-for-service basis for services and supplies that have been provided to eligible individuals.
- 9.3 Grantee's are required to submit claims for all HHSC FPP services to TMHP, using the appropriate claim form found on the TMHP website. The Texas Medicaid Provider Procedures Manual (TMPPM) provides detail instructions on how to complete the form.

10. HHSC Reimbursements and Invoicing Processes

- 10.1 HHSC will reimburse Grantee for all charges determined and invoiced in accordance with the terms and conditions of this Contract. All payments by HHSC under this Contract will be made in accordance with the "Texas Prompt Payment Act," Chapter 2251 of the *Texas Government Code*.
- 10.2 Grantee with both Cost Reimbursement and Fee-for Service components must properly submit its monthly voucher packet with supporting documentation by the last business day of the month following service, using HHSC Program monthly voucher packet for Cost Reimbursement expenditures and submit Fee-for-Service claims to TMHP within 95 days of the date of service using the appropriate claim form found on the TMHP website.
- 10.3 Grantee's with a Fee-for-Service component only must submit FFS claims to TMHP within 95 days of the date of service using the appropriate claim form found on the TMHP website.
- 10.4 Grantee must submit vouchers to HHSC for review and concurrence in a secure, non-alterable electronic format *emailed* to: PSPS_Finance@hhs.texas.gov with the Grantee's full name, month and year of invoice in the subject line. Vouchers will not be paid until all forms within the monthly voucher packet and supporting documentation are received and approved. Upon concurrence, HHSC will submit the voucher packet to Accounts Payable.

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10.5 All services shall be performed to the satisfaction of HHSC. HHSC shall not be liable for any payment for services that HHSC deems unsatisfactory, that fail to adhere to the terms of this Contract, or that have not been approved by HHSC.

10.6 Grantee must submit a final invoice at the end of each Contract period within 45 days after the end of the contract.

10.7 Grantee must comply with HHSC's rules, policies, Contract provisions, and applicable instruction manuals regarding the collection and timely submission of complete and accurate data.

11. Reporting Requirements and Monitoring

11.1 Grantee shall Report financial information to PSPS_Finance@hhs.texas.gov and program information to famplan@hhs.texas.gov.

Report Title	Submission Frequency	Due Date
Monthly voucher packet and supporting documentation.	Monthly	By the last business day of the month following the month in which services were provided. Final voucher due within 45 days after the end of the contract term.
Financial Status Report (FSR)	Quarterly	30 days after the end of each Quarter. Final FSR due within 45 days after the end of the contract term.
Financial Reconciliation Form (FRR)	Annually	No later than 60 days after the end of the contract term.

12. Performance Measures

HHSC will actively monitor Grantee's performance under this Contract including, but not limited to, the requirements as set forth in this Attachment A-1 Revised Statement of Work to this Contract. All services and deliverables under the Contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

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12.1 System Agency will monitor Grantee's performance measure activity. If the number of unduplicated clients served is less than that projected in Grantee's final approved Application, Grantee's funding award may be subject to a decrease for the remainder of the Contract year.

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**Revised Statement of Work
Healthy Texas Women**

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Revised Statement of Work

1. Program Purpose

The Texas Health and Human Services commission (HHSC) Healthy Texas Women (HTW) program provides low-income women access to health and family planning services to avert unintended pregnancies, positively affecting the outcome of future pregnancies and the health and well-being of women and their families. The Healthy Texas Women Cost Reimbursement (HTW CR) portion of the program provides additional funding to support the overall outcomes of HTW program clients. HTW CR grantee expectations are outlined in this statement of work.

2. Grantee Responsibilities

To participate as a provider under this Contract, the Grantee must:

- 2.1 Ensure compliance with this Contract, including these Grantee requirements.
- 2.2 Ensure compliance with all state and federal statutes and regulations, HHSC rules, policies, procedures, and guidelines governing the Program, included but not limited to, [Title 1 Texas Administrative Code \(TAC\), Chapter 382, Subchapter A, §382.1 -§39.29](#) and *Texas Provider Procedures Manual (TMPPM)*. The foregoing rules in TAC Title 1 - as they relate to the Program may be further modified and revised- within their existing title- during the term of the Contract. In the event of such modifications or revision, Grantee shall be required to comply with said rules.
- 2.3 Comply with all requirements under the Texas Grant Management Standards (TxGMS), currently available online at: [Grant Management \(texas.gov\)](#). The Texas Comptroller of Public Accounts (CPA), from time to time and in its sole discretion, may revise the online link provided in this subsection. Grantee is responsible for contacting CPA at any time that Grantee is not able to access the online materials to request the updated link. Grantee is always responsible for complying with the TxGMS, including any revisions to the standards during the Contract term.
- 2.4 Comply with the HHSC Grant Technical Assistance Guide, currently available online at: [Grant Technical Assistance Guide \(texas.gov\)](#). HHSC, from time to time and in its sole discretion, may revise the online link provided in this subsection. Grantee is responsible for contacting HHSC at any time that Grantee is not able to access the online materials to request the updated link. Grantee is always responsible for complying with the

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Grant Technical Assistance Guide, including any revisions to the standards during the Contract term.

- 2.5 Comply with the HHSC Healthy Texas Women Cost Reimbursement Manual (Program Policy Manual), currently available online at: [Healthy Texas Women Cost Reimbursement Manual](#). HHSC, from time to time and in its sole discretion, may revise the online link provided in this subsection. Grantee is responsible for contacting HHSC at any time that Grantee is not able to access the online materials to request the updated link. Grantee is always responsible for complying with the Manual, including any revisions to the standards during the Contract term.
- 2.6 Maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications of this Contract are met.

3. HTW and HTW CR Services

To meet the mission and objective of grant funds awarded under this Contract, Grantee must meet the following requirements:

HTW Program Services

- 3.1 A Grantee must comply with HTW program requirements, also referred to as the "HTW fee-for-service" component, managed through the HHSC Medicaid (MCS) and Children's Health Insurance Program Services Division (CHIP). Information on this process, as well as general program policies and procedures, are in the HTW Handbook, which is included in the Texas Medicaid Provider Procedure Manual (TMPPM). Grantees should refer to the TMPPM for more information on the HTW Fee-for-Service Program and provider requirements including, but not limited to, the following areas:
 - a. Client Rights and Access;
 - b. Client Eligibility;
 - c. Covered Fee-for-Service Procedures and Codes;
 - d. Fee-for-Service Billing Requirements;
 - e. Consent Requirements;
 - f. Abuse and Neglect Reporting; and
 - g. Provider Certification and Requirements.

HTW CR Services

- 3.2 HTW CR services are provided by the grantee to a client under the HTW fee-for-service program. Support services include, but are not limited to:
 - a. Assisting eligible women with enrollment into the HTW program;

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- b. Direct clinical care for women anticipated to be eligible for HTW fee-for-service; who are awaiting approval for an HHSC-approved HTW application and whose application is ultimately denied;
- c. Staff development and training related to HTW program service delivery; and
- d. Client and community based educational activities related to the HTW program.

4. **Personnel Standards and Requirements**

- 4.1 Grantee must maintain qualified staff in accordance with Program rules and the requirements established in the Program Policy Manual.
- 4.2 Grantee must provide staff training and development in accordance with the requirements established in the Program Policy Manual.
- 4.3 Grantee must notify HHSC of changes in CEO, CFO, program director, and key personnel, of a vacancy funded under this contact. in accordance with the requirements established in the Program Policy Manual. Grantees contract award may be subject to a decrease equal to the salary savings (salary and benefits) realized as a result of the vacancy.

HTW Cost Reimbursement Administrative Policies

- 4.4 To be reimbursed for HTW CR activities, Grantee must meet all requirements as an HTW fee-for-service provider. This includes being a Medicaid (Title XIX) provider in accordance with 1 TAC Chapter 352 Subchapter A and meeting all other eligibility requirements outlined in the Tmppm. Failure to comply with these requirements will result in contract termination.
- 4.5 Grantee must comply with the Program Policy Manual, which requires that cost reimbursement funds be used for support services that enhance HTW fee-for service client service delivery. Cost reimbursement awards may be used to fund personnel, fringe benefits, staff travel, contractual services, equipment, supplies, other direct costs, and indirect costs per state and federal requirements and must be reasonable, allowable, and already allocated. Additional information on what is reimbursable under HTW CR can be found in 4130 HTW CR Reimbursement Program Manual.

Contract funds must be expended within the current Contract period. As per the HTW CR Manual, the reimbursement amount requested may not exceed 25 percent of the contractor's expected HTW fee-for-service payments for the current Contract period. Grantee compliance will be assessed by HHSC quarterly. Additionally, as per the HHSC HTW CR contract, no more than (5) percent of the payments received under an

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HTW contract may be used for expenses related to performing administrative functions derived from subcontracting the terms of the Contract. Grantee compliance will be assessed by HHSC quarterly. Upon review each quarter, Grantees that have exceeded the five percent will be asked to remit payment to HHSC for the amount over.

- 4.6 HHSC, in its sole discretion, may approve fund transfers between categories upon Grantee's written request that must include a detailed explanation that supports the need for the fund transfer. Grantee must seek HHSC's written approval prior to making any fund transfers.

5. **Reimbursement and Invoicing Process**

- 5.1 Grantee is required to finance upfront operational costs and request reimbursement for cost incurred.
- 5.2 HHSC will reimburse Grantee for all charges determined and invoiced in accordance with terms and conditions this Contract. All payments by HHSC under this Contract will be made in accordance with "Texas Prompt Payment Act," Chapter 2251 of the *Texas Government Code*.
- 5.3 Grantee must properly submit the monthly voucher packet and supporting documentation by the last business day of the month following service, using HHSC Program voucher packet received from HHSC for expenses outlined in an approved cost reimbursement budget. Grantee must submit vouchers and supporting documentation to HHSC for review and concurrence in a secure, non-alterable electronic format (*.pdf is not acceptable*) emailed to: PSPS_Finance@hhs.texas.gov with the "Grantee's full name, month and year of invoice" in the subject line. Upon concurrence, HHSC will submit the Voucher Packet to Accounts Payable.
- 5.4 Voucher Requirements. Each invoice submitted must be in accordance with *TAC* Title 34, Part 1, Chapter 20, Subchapter F, Division 1, §20.487, Invoicing Standards, which should include, but is not limited to, *as applicable*:
 - a. Grantee's Legal Name;
 - b. State of Texas Vendor Number or Federal Tax Identification Number;
 - c. Grantee's Telephone Number;
 - d. HHSC Contract Number;
 - e. Total amount of invoice; and
 - f. The name and telephone number of a person designated by the Contact to answer questions regarding the invoice.

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- 5.5 All services shall be performed to the satisfaction of HHSC. HHSC shall not be liable for any payment for services that HHSC deems unsatisfactory, that fail to adhere to the terms of this Contract, or that have not been approved by HHSC.
- 5.6 Grantee may not deny a service due to inability to pay in accordance with Title 1, Part 15, Chapter 381, Subchapter A Healthy Texas Women, Section 382.21.
- 5.7 Grantee must comply with HHSC's rules, policies, Contract provisions, and applicable instruction manuals regarding the collection and timely submission of complete and accurate data.

6. **Reporting Requirements and Monitoring**

- 6.1 Grantee shall report financial information to PSPS_Finance@hhs.texas.gov as follows:

Report Title	Submission Frequency	Due Date
Voucher packet and supporting documentation	Monthly	Last business day of the month following the month in which expenses were incurred or services provided. Final voucher is due 45 days after the end of the contract term.
Financial Status Report (FSR)	Quarterly Q1: September 1– November 30 Q2: December 1 – February 28/29 Q3: March 1 – May 31 Q4: June 1 – August 31 (Final)	Within 30 calendar days after the end of each quarter.

Contractors must submit these reports in an accurate and timely manner throughout the contract term, regardless of status, to report on progress and implementation.

7. **Performance Measures**

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HHSC will actively monitor Grantee's performance under this Contract including, but not limited to, the requirements as set forth in this Attachment A-1 Revised Statement of Work to this Contract. All services and deliverables under the Contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

- 7.1 System Agency will monitor Grantee's performance measure activity. If the number of unduplicated clients served is less than that projected in Grantee's final approved Application, Grantee's funding award may be subject to a decrease for the remainder of the Contract year.

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Contract Affirmations

HEALTH AND HUMAN SERVICES
Contract Number HHS000734600020
Attachment F CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as “Contractor”) regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS 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 prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor 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.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not 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 in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor 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. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 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.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor 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 Contractor has not been found to be liable for such practices in such proceedings. Contractor 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.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state’s Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

44. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

52. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

53. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

54. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

55. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

56. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows


Authorized representative on behalf of Contractor must complete and sign the following:

Rosario C. Cabello, City of Laredo

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or ‘doing business as’)

Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

DocuSigned by:

02A65EA7AB6B443

August 16, 2022

Signature of Authorized Representative

Date Signed

Rosario C. Cabello

08/16/2022

**Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name**

Title of Authorized Representative

1110 Houston St.

Laredo, Texas 78040

Physical Street Address

City, State, Zip Code

Same

N/A

Mailing Address, if different

City, State, Zip Code

956-791-7302

N/A

Phone Number

Fax Number

Rcabello@ci.laredo.tx.us

618150460

Email Address

DUNS Number

74-6001573

17460015732

Federal Employer Identification Number

Texas Identification Number (TIN)

n/a

n/a

Texas Franchise Tax Number

**Texas Secretary of State Filing
Number**

n/a

SAM.gov Unique Entity Identifier (UEI)

2022-R-159

RATIFYING THE EXECUTION OF AN AMENDMENT FROM THE HEALTH AND HUMAN SERVICES COMMISSION IN THE AMOUNT OF \$340,208.00 WITH NO MATCH FOR THE CITY OF LAREDO HEALTH DEPARTMENT, HEALTHY TEXAS WOMEN PROGRAM FOR THE TERM PERIOD FROM SEPTEMBER 1, 2022, THROUGH AUGUST 31, 2023.

WHEREAS, The Health and Human Services Commission will continue to contract with the City of Laredo Health Department for the Healthy Texas Women project. This grant award will allow for the continuation of the City of Laredo Health Department Texas Healthy Women program that provides patient care preventive health care services for women under the 200% Federal Poverty Level and between the ages of 15 to 44 years old to enhance health care access, early detection and prevention and women's preventive health services. This will improve women's health through better access to primary care, women's health, preventive care, early detection, cancer screening, prenatal, postpartum, maternal child health, family planning, chronic disease prevention, case management and health education as well as diagnostic and laboratory services.

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

Section 1: Authorizing the Interim City Manager to ratify the execution of an amendment from the Health and Human Services Commission in the amount of \$340,208.00 with no match for the City of Laredo Health Department, Healthy Texas Women program for the term period from September 1, 2022, through August 31, 2023.

Section 2: Revenue account is 226-0000-321-6310 and expenditure division 226-6109 with project number HEHT08.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2022.

**PETE SAENZ
MAYOR**

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
JOAQUIN A. RODRIGUEZ,
ASSISTANT CITY ATTORNEY

JOAQUIN A. RODRIGUEZ
ASSISTANT CITY ATTORNEY

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Richard A. Chamberlain, DrPH, MPH, RS, CHW, Health Director

SUBJECT

2022-R-160 Ratifying the execution of an amendment from the Health and Human Services Commission, in the amount of \$88,376.00 with no match for the City of Laredo Health Department, Women's Health Preventive Health Services and Family Planning program for the term period from September 1, 2022, through August 31, 2023.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On May 16, 2022, Council approved Resolution 2022-R-038.

BACKGROUND

The Health and Human Services Commission will continue to contract with the City of Laredo Health Department for the Women's Health Preventive Health Services and Family Planning program. This grant award will allow the Health Department to continue to provide women's preventive health care and family planning services with a fee for service and cost reimbursement component. This will improve women's health through better access to preventive care, early detection, cancer screening, maternal child health, family planning, chronic disease prevention, case management and health education as well as diagnostic and laboratory services. Low income women will be able to access family planning and women's health services.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approves the Resolution.

Fiscal Impact

Fiscal Year:

2022

Budgeted Y/N?:

Source of Funds: Family Planning Prog. Ope

Account #: 226-6110

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Revenue account will be 226-0000-321-6311 and the expenditure division will be 226-6110 with project number HEOE08.

Attachments

Executed agreement

2022-R-160

FY23 FPP, and HTW Renewal Amendment

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
City of Laredo Health Department
(HHSC CONTRACT NO. HHS000734600020)

AMENDMENT NO. 04

The Health and Human Services Commission (“**HHSC**” or “**System Agency**”) and **City of Laredo Health Department** (“**Grantee**”), collectively referred to as the “**Parties**” to that certain Women’s Health Program Contract that was effective January 1, 2021, and denominated as HHSC Contract No. HHS000734600020 (the “**Contract**”), now desire to amend the Contract.

Whereas, the Parties desire to revise the Budget, revise the Statement of Work, and extend the term of the Contract to allow for successful completion of the Project; and

Whereas, the Parties have chosen to exercise their option to renew the Contract in accordance with Article III and Section 9.1 of Attachment B to the Contract.

Now, therefore, the Parties amend and modify the Contract as follows:

1. **Section III, Duration**, of the Contract is amended to show a revised termination date of August 31, 2023, unless renewed, extended, or terminated earlier pursuant to the terms and conditions of the Contract.
2. **Section IV, Subsection A, Total Budget**, of the Contract is amended to increase the total not-to-exceed Contract amount and include the budget tables for FY 2023 as follows:

A. Budget Categories and Amounts

- A.1 The Contract is amended to add **\$693,713.00** for a new total Contract not-to-exceed amount of \$1,915,022.38. All expenditures under this Contract will be in accordance with the following cost categories:

Table 1 – Family Planning Program – FY 2023 Funding Amounts	
	FY 2023
No. of unduplicated clients to be served	1,440
Fee-for-Service	\$ 265,129.00

FY23 FPP, and HTW Renewal Amendment

Cost Reimbursement	\$ 88,376.00
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Table 2 – Healthy Texas Women Program – Funding Amounts	
FY 2023	
Cost Reimbursement	\$ 340,208.00

Table 3– Breast and Cervical Cancer Program Services – Funding Amounts		
FY 2023		
No. of unduplicated clients to be served	NA	
CDC SCR, DIAG, and Case Mgmt.	9/2022-6/2023	7/2023-8/2023
	\$0.00	\$0.00
Cost Cervical Dysplasia Mgmt and Treatment	\$0.00 *(allocated as \$0.00 for CD and \$0.00 for GR)	
Temp Assist for Needy Families (TANFXX) SCR, DIAG, Case Mgmt, and MBCC	\$0.00	
GR SCR, Case Mgmt, and MBCC Case Mgmt	\$0.00	

3. **Attachment A, Statement of Work**, of the Contract is deleted in its entirety and replaced with **Attachment A-1, Revised Statement of Work**, attached to this Amendment and incorporated for all purposes.

FY23 FPP, and HTW Renewal Amendment

4. **Attachment F, Contract Affirmations Version 2.1 October 2021**, of the Contract is deleted in its entirety and replaced with **Attachment F, Contract Affirmations Version 2.2 May 2022**, attached to this Amendment and incorporated for all purposes.
5. This Amendment No. 04 will be effective upon the signature date of the latter of the Parties to sign below.
6. Except as amended and modified by this Amendment No. 04, all terms and conditions of the Contract shall remain in full force and effect.
7. Any further revisions to the Contract shall be by written agreement of the Parties.


Signature Page Follows


FY23 FPP, and HTW Renewal Amendment

**Signature Page for Amendment No. 04
HHSC Contract No. HHS000734600020**

**HEALTH AND HUMAN SERVICES
COMMISSION**

CITY OF LAREDO HEALTH DEPARTMENT

By:  DocuSigned by:
EE69BE9B2708461...

By:  DocuSigned by:
02A65EA7AB6B443...

Name: Rob Ries

Name: ROSARIO CABELLO

Title: DEC Family Health Services

Title: Interim City Manager

Date of Execution: August 16, 2022

Date of Execution: August 16, 2022

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE
CONTRACT:**

**Attachment A-1: Revised Statement of Work
Attachment F: Contract Affirmations Version 2.2 May 2022**

FY23 FPP, and HTW Renewal Amendment

Attachment A-1
Revised Statement of Work
Family Planning

FY23 FPP, and HTW Renewal Amendment

Revised Statement of Work

1. Program Purpose

The Texas Health and Human Services Commission (HHSC) Family Planning Program (FPP) provides comprehensive family planning and related health services statewide to reduce unintended pregnancies, positively affect future pregnancies and improve the health status of low-income women and men.

2. Grantee Responsibilities

To participate as a provider under this Contract, the Grantee must:

- 2.1 Ensure compliance with this Contract, including these Grantee requirements;
- 2.2 Ensure compliance with all state and federal statutes and regulations, HHSC rules, policies, procedures, and guidelines governing the Program, included but not limited to, [Texas Administrative Code \(TAC\), Title 1, Part 15, Chapter 382, Subchapter B](#); [Title XIX, Social Security Act, 42 USC § 1396-1396v et. seq. Grants to States for Medical Assistance Programs](#); and [Texas Provider Procedures Manual \(TMPPM\)](#). The foregoing rules in TAC Title 1 and Title XIX - as they relate to the Program may be further modified and revised- within their existing title- during the term of the Contract. In the event of such modifications or revision, Grantee shall be required to comply with said rules;
- 2.3 Comply with the Family Planning Program Policy Manual (Program Policy Manual) that is available online at [Family Planning Program Policy Manual | Texas Health and Human Services](#). The provisions of the Program Policy Manual may be further modified and revised within their existing title- during the term of the Contract. In the event of such modifications or revision, Grantee shall be required to comply with said rules;
- 2.4 Comply with all requirements under the Texas Grant Management Standards (TxMGS), currently available online at: [Grant Management \(texas.gov\)](#). The Texas Comptroller of Public Accounts (CPA), from time to time and in its sole discretion, may revise the online link provided in this subsection. Grantee is responsible for contacting CPA at any time that Grantee is not able to access the online materials to request the updated link. Grantee is always responsible for complying with the TxGMS, including any revisions to the standards during the Contract term;
- 2.5 Ensure compliance with the HHSC Grant Technical Assistance Guide, currently available online at: [Grant Technical Assistance Guide \(texas.gov\)](#). HHSC, from time to time and in its sole discretion, may revise the online link provided in this subsection. Grantee is responsible for contacting HHSC at any time that

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Grantee is not able to access the online materials to request the updated link. Grantee is always responsible for complying with the Grant Technical Assistance Guide, including any revisions to the standards during the Contract term; and

2.6 Maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications of this Contract are met.

3. Program Eligibility

3.1 Program eligibility is determined by applicable law set forth in Program rules and the requirements established in the HHSC Family Planning Program Policy Manual.

3.2 Grantees must screen all family planning applicants for eligibility in the following programs that provide family planning services in this order:

- a. Medicaid,
- b. Healthy Texas Women (HTW) *and, then,* HHSC Family Planning Program Policy Manual

3.3 Grantees must assess an individual's eligibility on an annual basis and maintain documentation in the individual's record.

3.4 The unduplicated number of Clients for FPP services is set forth in the Contract. This represents the Grantee's projected number of unduplicated Clients to be served during the Contract period. If during the Contract period it is foreseen that the Grantee might be unable to serve the contracted number of clients, HHSC may reduce the Grantee's grant award amount.

4. Family Planning Services

To meet the mission and objectives of grant funds awarded under this Contract, Grantee must meet the following requirements:

4.1 Provide comprehensive family planning and related services to eligible individuals, who must be females and males age 64 years and younger; Texas residents (residency is self-declared); with a gross family income at or below 250 percent of the federal poverty level (FPL).

4.2 Covered and Non-covered services are described in 1 TAC §382.113 and in accordance with the Program rules and the requirements established in the Program Policy Manual. Grantees must provide the following covered services under the FPP:

- a. Annual family planning and preventive health care visit;
- b. Pregnancy testing and counseling;

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- c. Contraceptive services, all methods except emergency contraception, including necessary follow-up and surveillance; and
- d. Certain health screening and diagnostic services, as indicated:
 - i. Screening, diagnosis, and treatment of cervical intraepithelial neoplasia;
 - ii. Cervical cancer screening and diagnosis;
 - iii. Breast cancer screening and diagnosis;
 - iv. Screening and outpatient treatment for sexually transmitted diseases and infections (STDs and STIs);
 - v. HIV screening;
 - vi. Limited prenatal care services;
 - vii. Recommended immunizations;
 - viii. Screening for postpartum depression;
 - ix. Diabetes screening;
 - x. Hypertension screening;
 - xi. Screening for elevated cholesterol; and
 - xii. Preconception health (for example, screening for nutrition and obesity, tobacco and substance use, other high-risk behaviors, social issues, and mental health).

4.3 Grantee must consider an applicant adjunctively income eligible for HHSC FPP services at an initial or renewal eligibility screening, if she or he is currently enrolled in one of the following programs:

- a. Children's Health Insurance Program (CHIP);
- b. Supplemental Nutrition Assistance Program (SNAP);
- c. Temporary Assistance for Needy Families (TANF); or
- d. Special Supplemental Nutrition Program for Women, Infants and Children (WIC).

5. Telehealth and Telemedicine Medical Services

5.1 Grantee may use telehealth services ("a health service, other than a telemedicine medical service, delivered by a health professional licensed, certified, or otherwise entitled to practice in the state of Texas and acting within the scope of the health professional's license, certification, or entitlement to a patient at a different physical location than the health professional using telecommunications or information technology,") and telemedicine medical services ("a health care service delivered by a physician licensed in the state of Texas, or a health professional acting under the delegation and supervision of a physician licensed in the state of Texas, and acting within the scope of the physician's or health professional's license to a patient at a different physical location than the physician or health professional using telecommunications or information technology") as defined in Texas Government Code §531.001(7) (using the meaning assigned by Texas Occupations Code §111.001) as provided through Texas Medicaid.

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5.2 Grantee must comply with all of the following:

- a. Families must give written consent that they agree to receive services via telehealth and telemedicine;
- b. Telehealth and telemedicine services must comply with all Texas Medicaid requirements for telehealth, as well as the licensure/practice act requirements for each provider; and
- c. Technology used to provide telehealth services must be compliant with the Family Educational Rights and Privacy Act of 1974 (**FERPA**) and the Health Insurance Portability and Accountability Act (**HIPAA**).

6. Clinical Service Standards and Requirements

6.1 Grantee must comply with the **HIPPA** standards for protection of privacy.

6.2 Grantee must provide services in a manner that complies with parental consent requirements for minors as outlined in Texas Family Code, Title 2, Chapter 32.

6.3 Grantee must obtain informed consent of the person receiving services in compliance with Limited English Proficiency regulations, as needed; as required by the Texas Medical Disclosure Panel as outlined in the Program Policy Manual; and in compliance with Texas Health and Safety Codes, Sections 81.105 and 81.106.

6.3 Grantee must provide limited pharmaceutical services to family planning clients at each clinic site funded by HHSC FPP in accordance with the Program rules and the requirements established in the Program Policy Manual.

Grantees shall have at least a Class D pharmacy on-site at each HHSC Family Planning clinic site, have applied for a Class D pharmacy license through the Texas Pharmacy Licensing or have obtained approval for a Class D pharmacy exemption from HHSC.

6.4 Grantee will maintain documentation of all services provided in accordance with the Program rules and the requirements established in the Program Policy Manual.

6.5 Grantee will administer treatment protocols in accordance with the Program rules and the requirements established in the Program Policy Manual.

6.6 Grantee shall maintain client and family participation requirements in accordance with the Program rules and the requirements established in the Program Policy Manual.

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- 6.7 Grantee shall develop an annual promotion and outreach plan in accordance with the Program Policy Manual and participate in any requests for information about promotion and outreach from the system agency.
- 6.8 Grantee shall establish internal quality assurance and quality improvement systems and processes to monitor HHSC FPP services. Grantee shall develop policies and procedures in accordance Program rules and the requirements established in the Program Policy Manual.
- 6.9 Grantee shall maintain written plans that address how staff is to respond to emergency situations including, but not limited to fires, flooding, power outage, bomb threats, and clinical emergencies. Each disaster response plan must comply with all applicable local, state, and federal laws, rules and regulations governing provision of services under this Contract.

7. Personnel Standards and Requirements

- 7.1 Grantee must maintain qualified staff in accordance with Program rules and the requirements established in the Program Policy Manual.
- 7.3 Grantee must provide staff training and development in accordance with the requirements established in the Program Policy Manual.
- 7.4 Grantee must notify HHSC of changes in CEO, CFO, program director, and key personnel, of a vacancy funded under this contact. in accordance with the requirements established in the Program Policy Manual. Grantees contract award may be subject to a decrease equal to the salary savings (salary and benefits) realized as a result of the vacancy.

8. Cost Reimbursement, Client Co-Pays

- 8.1 Contract funds must be expended within the current Contract period. Rollover of unexpended funds to the succeeding Contract periods will not be allowed.
- 8.2 Grantee will be reimbursed for costs according to budget workbook and B-13X Forms submitted monthly no later than the last business day of the month following service.
- 8.3 Grantee may assess a Client Co-Pay in accordance with Program rules and the requirements established in the Program Policy Manual. Co-pays collected by the Grantee are considered program income and must be used to support the delivery of HHSC FPP services. Grantee may not deny a service due to inability to pay. The Grantee shall waive the fee if a client self-declares inability to pay.
- 8.5 HHSC, in its sole discretion, may approve fund transfers between categories upon Grantee's written request that must include a detailed explanation

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that supports the need for the fund transfer. Grantee must seek HHSC's written approval prior to making any fund transfers.

9. HHSC FPP FEE-for-Service Reimbursement

- 9.1 The fee-for-service component of the HHSC FPP funding pays for direct medical services on a fee-for-services basis. Up to 100 percent of HHSC FPP funds may be reimbursed on a fee-for-service basis.
- 9.2 HHSC FPP reimburses Grantee's on a fee-for-service basis for services and supplies that have been provided to eligible individuals.
- 9.3 Grantee's are required to submit claims for all HHSC FPP services to TMHP, using the appropriate claim form found on the TMHP website. The Texas Medicaid Provider Procedures Manual (TMPPM) provides detail instructions on how to complete the form.

10. HHSC Reimbursements and Invoicing Processes

- 10.1 HHSC will reimburse Grantee for all charges determined and invoiced in accordance with the terms and conditions of this Contract. All payments by HHSC under this Contract will be made in accordance with the "Texas Prompt Payment Act," Chapter 2251 of the *Texas Government Code*.
- 10.2 Grantee with both Cost Reimbursement and Fee-for Service components must properly submit its monthly voucher packet with supporting documentation by the last business day of the month following service, using HHSC Program monthly voucher packet for Cost Reimbursement expenditures and submit Fee-for-Service claims to TMHP within 95 days of the date of service using the appropriate claim form found on the TMHP website.
- 10.3 Grantee's with a Fee-for-Service component only must submit FFS claims to TMHP within 95 days of the date of service using the appropriate claim form found on the TMHP website.
- 10.4 Grantee must submit vouchers to HHSC for review and concurrence in a secure, non-alterable electronic format *emailed* to: PSPS_Finance@hhs.texas.gov with the Grantee's full name, month and year of invoice in the subject line. Vouchers will not be paid until all forms within the monthly voucher packet and supporting documentation are received and approved. Upon concurrence, HHSC will submit the voucher packet to Accounts Payable.

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10.5 All services shall be performed to the satisfaction of HHSC. HHSC shall not be liable for any payment for services that HHSC deems unsatisfactory, that fail to adhere to the terms of this Contract, or that have not been approved by HHSC.

10.6 Grantee must submit a final invoice at the end of each Contract period within 45 days after the end of the contract.

10.7 Grantee must comply with HHSC's rules, policies, Contract provisions, and applicable instruction manuals regarding the collection and timely submission of complete and accurate data.

11. Reporting Requirements and Monitoring

11.1 Grantee shall Report financial information to PSPS_Finance@hhs.texas.gov and program information to famplan@hhs.texas.gov.

Report Title	Submission Frequency	Due Date
Monthly voucher packet and supporting documentation.	Monthly	By the last business day of the month following the month in which services were provided. Final voucher due within 45 days after the end of the contract term.
Financial Status Report (FSR)	Quarterly	30 days after the end of each Quarter. Final FSR due within 45 days after the end of the contract term.
Financial Reconciliation Form (FRR)	Annually	No later than 60 days after the end of the contract term.

12. Performance Measures

HHSC will actively monitor Grantee's performance under this Contract including, but not limited to, the requirements as set forth in this Attachment A-1 Revised Statement of Work to this Contract. All services and deliverables under the Contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

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12.1 System Agency will monitor Grantee's performance measure activity. If the number of unduplicated clients served is less than that projected in Grantee's final approved Application, Grantee's funding award may be subject to a decrease for the remainder of the Contract year.

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**Revised Statement of Work
Healthy Texas Women**

FY23 FPP, and HTW Renewal Amendment

Revised Statement of Work

1. Program Purpose

The Texas Health and Human Services commission (HHSC) Healthy Texas Women (HTW) program provides low-income women access to health and family planning services to avert unintended pregnancies, positively affecting the outcome of future pregnancies and the health and well-being of women and their families. The Healthy Texas Women Cost Reimbursement (HTW CR) portion of the program provides additional funding to support the overall outcomes of HTW program clients. HTW CR grantee expectations are outlined in this statement of work.

2. Grantee Responsibilities

To participate as a provider under this Contract, the Grantee must:

- 2.1 Ensure compliance with this Contract, including these Grantee requirements.
- 2.2 Ensure compliance with all state and federal statutes and regulations, HHSC rules, policies, procedures, and guidelines governing the Program, included but not limited to, [Title 1 Texas Administrative Code \(TAC\), Chapter 382, Subchapter A, §382.1 -§39.29](#) and *Texas Provider Procedures Manual (TMPPM)*. The foregoing rules in TAC Title 1 - as they relate to the Program may be further modified and revised- within their existing title- during the term of the Contract. In the event of such modifications or revision, Grantee shall be required to comply with said rules.
- 2.3 Comply with all requirements under the Texas Grant Management Standards (TxGMS), currently available online at: [Grant Management \(texas.gov\)](#). The Texas Comptroller of Public Accounts (CPA), from time to time and in its sole discretion, may revise the online link provided in this subsection. Grantee is responsible for contacting CPA at any time that Grantee is not able to access the online materials to request the updated link. Grantee is always responsible for complying with the TxGMS, including any revisions to the standards during the Contract term.
- 2.4 Comply with the HHSC Grant Technical Assistance Guide, currently available online at: [Grant Technical Assistance Guide \(texas.gov\)](#). HHSC, from time to time and in its sole discretion, may revise the online link provided in this subsection. Grantee is responsible for contacting HHSC at any time that Grantee is not able to access the online materials to request the updated link. Grantee is always responsible for complying with the

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Grant Technical Assistance Guide, including any revisions to the standards during the Contract term.

- 2.5 Comply with the HHSC Healthy Texas Women Cost Reimbursement Manual (Program Policy Manual), currently available online at: [Healthy Texas Women Cost Reimbursement Manual](#). HHSC, from time to time and in its sole discretion, may revise the online link provided in this subsection. Grantee is responsible for contacting HHSC at any time that Grantee is not able to access the online materials to request the updated link. Grantee is always responsible for complying with the Manual, including any revisions to the standards during the Contract term.
- 2.6 Maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications of this Contract are met.

3. HTW and HTW CR Services

To meet the mission and objective of grant funds awarded under this Contract, Grantee must meet the following requirements:

HTW Program Services

- 3.1 A Grantee must comply with HTW program requirements, also referred to as the "HTW fee-for-service" component, managed through the HHSC Medicaid (MCS) and Children's Health Insurance Program Services Division (CHIP). Information on this process, as well as general program policies and procedures, are in the HTW Handbook, which is included in the Texas Medicaid Provider Procedure Manual (TMPPM). Grantees should refer to the TMPPM for more information on the HTW Fee-for-Service Program and provider requirements including, but not limited to, the following areas:
 - a. Client Rights and Access;
 - b. Client Eligibility;
 - c. Covered Fee-for-Service Procedures and Codes;
 - d. Fee-for-Service Billing Requirements;
 - e. Consent Requirements;
 - f. Abuse and Neglect Reporting; and
 - g. Provider Certification and Requirements.

HTW CR Services

- 3.2 HTW CR services are provided by the grantee to a client under the HTW fee-for-service program. Support services include, but are not limited to:
 - a. Assisting eligible women with enrollment into the HTW program;

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- b. Direct clinical care for women anticipated to be eligible for HTW fee-for-service; who are awaiting approval for an HHSC-approved HTW application and whose application is ultimately denied;
- c. Staff development and training related to HTW program service delivery; and
- d. Client and community based educational activities related to the HTW program.

4. **Personnel Standards and Requirements**

- 4.1 Grantee must maintain qualified staff in accordance with Program rules and the requirements established in the Program Policy Manual.
- 4.2 Grantee must provide staff training and development in accordance with the requirements established in the Program Policy Manual.
- 4.3 Grantee must notify HHSC of changes in CEO, CFO, program director, and key personnel, of a vacancy funded under this contact. in accordance with the requirements established in the Program Policy Manual. Grantees contract award may be subject to a decrease equal to the salary savings (salary and benefits) realized as a result of the vacancy.

HTW Cost Reimbursement Administrative Policies

- 4.4 To be reimbursed for HTW CR activities, Grantee must meet all requirements as an HTW fee-for-service provider. This includes being a Medicaid (Title XIX) provider in accordance with 1 TAC Chapter 352 Subchapter A and meeting all other eligibility requirements outlined in the Tmppm. Failure to comply with these requirements will result in contract termination.
- 4.5 Grantee must comply with the Program Policy Manual, which requires that cost reimbursement funds be used for support services that enhance HTW fee-for service client service delivery. Cost reimbursement awards may be used to fund personnel, fringe benefits, staff travel, contractual services, equipment, supplies, other direct costs, and indirect costs per state and federal requirements and must be reasonable, allowable, and already allocated. Additional information on what is reimbursable under HTW CR can be found in 4130 HTW CR Reimbursement Program Manual.

Contract funds must be expended within the current Contract period. As per the HTW CR Manual, the reimbursement amount requested may not exceed 25 percent of the contractor's expected HTW fee-for-service payments for the current Contract period. Grantee compliance will be assessed by HHSC quarterly. Additionally, as per the HHSC HTW CR contract, no more than (5) percent of the payments received under an

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HTW contract may be used for expenses related to performing administrative functions derived from subcontracting the terms of the Contract. Grantee compliance will be assessed by HHSC quarterly. Upon review each quarter, Grantees that have exceeded the five percent will be asked to remit payment to HHSC for the amount over.

- 4.6 HHSC, in its sole discretion, may approve fund transfers between categories upon Grantee's written request that must include a detailed explanation that supports the need for the fund transfer. Grantee must seek HHSC's written approval prior to making any fund transfers.

5. **Reimbursement and Invoicing Process**

- 5.1 Grantee is required to finance upfront operational costs and request reimbursement for cost incurred.
- 5.2 HHSC will reimburse Grantee for all charges determined and invoiced in accordance with terms and conditions this Contract. All payments by HHSC under this Contract will be made in accordance with "Texas Prompt Payment Act," Chapter 2251 of the *Texas Government Code*.
- 5.3 Grantee must properly submit the monthly voucher packet and supporting documentation by the last business day of the month following service, using HHSC Program voucher packet received from HHSC for expenses outlined in an approved cost reimbursement budget.
Grantee must submit vouchers and supporting documentation to HHSC for review and concurrence in a secure, non-alterable electronic format (*.pdf is not acceptable*) emailed to: PSPS_Finance@hhs.texas.gov with the "Grantee's full name, month and year of invoice" in the subject line. Upon concurrence, HHSC will submit the Voucher Packet to Accounts Payable.
- 5.4 Voucher Requirements. Each invoice submitted must be in accordance with *TAC* Title 34, Part 1, Chapter 20, Subchapter F, Division 1, §20.487, Invoicing Standards, which should include, but is not limited to, *as applicable*:
 - a. Grantee's Legal Name;
 - b. State of Texas Vendor Number or Federal Tax Identification Number;
 - c. Grantee's Telephone Number;
 - d. HHSC Contract Number;
 - e. Total amount of invoice; and
 - f. The name and telephone number of a person designated by the Contact to answer questions regarding the invoice.

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- 5.5 All services shall be performed to the satisfaction of HHSC. HHSC shall not be liable for any payment for services that HHSC deems unsatisfactory, that fail to adhere to the terms of this Contract, or that have not been approved by HHSC.
- 5.6 Grantee may not deny a service due to inability to pay in accordance with Title 1, Part 15, Chapter 381, Subchapter A Healthy Texas Women, Section 382.21.
- 5.7 Grantee must comply with HHSC's rules, policies, Contract provisions, and applicable instruction manuals regarding the collection and timely submission of complete and accurate data.

6. **Reporting Requirements and Monitoring**

- 6.1 Grantee shall report financial information to PSPS_Finance@hhs.texas.gov as follows:

Report Title	Submission Frequency	Due Date
Voucher packet and supporting documentation	Monthly	Last business day of the month following the month in which expenses were incurred or services provided. Final voucher is due 45 days after the end of the contract term.
Financial Status Report (FSR)	Quarterly Q1: September 1– November 30 Q2: December 1 – February 28/29 Q3: March 1 – May 31 Q4: June 1 – August 31 (Final)	Within 30 calendar days after the end of each quarter.

Contractors must submit these reports in an accurate and timely manner throughout the contract term, regardless of status, to report on progress and implementation.

7. **Performance Measures**

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HHSC will actively monitor Grantee's performance under this Contract including, but not limited to, the requirements as set forth in this Attachment A-1 Revised Statement of Work to this Contract. All services and deliverables under the Contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

- 7.1 System Agency will monitor Grantee's performance measure activity. If the number of unduplicated clients served is less than that projected in Grantee's final approved Application, Grantee's funding award may be subject to a decrease for the remainder of the Contract year.

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Contract Affirmations

HEALTH AND HUMAN SERVICES
Contract Number HHS000734600020
Attachment F CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as “Contractor”) regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS 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 prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor 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.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not 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 in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor 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. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 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.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor 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 Contractor has not been found to be liable for such practices in such proceedings. Contractor 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.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state’s Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

44. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

52. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

53. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

54. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

55. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

56. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows


Authorized representative on behalf of Contractor must complete and sign the following:

Rosario C. Cabello, City of Laredo

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or ‘doing business as’)

Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

DocuSigned by:

02A65EA7AB6B443

August 16, 2022

Signature of Authorized Representative

Date Signed

Rosario C. Cabello

08/16/2022

**Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name**

Title of Authorized Representative

1110 Houston St.

Laredo, Texas 78040

Physical Street Address

City, State, Zip Code

Same

N/A

Mailing Address, if different

City, State, Zip Code

956-791-7302

N/A

Phone Number

Fax Number

Rcabello@ci.laredo.tx.us

618150460

Email Address

DUNS Number

74-6001573

17460015732

Federal Employer Identification Number

Texas Identification Number (TIN)

n/a

n/a

Texas Franchise Tax Number

**Texas Secretary of State Filing
Number**

n/a

SAM.gov Unique Entity Identifier (UEI)

2022-R-160

RATIFYING THE EXECUTION OF AN AMENDMENT FROM THE HEALTH AND HUMAN SERVICES COMMISSION, IN THE AMOUNT OF \$88,376.00 WITH NO MATCH FOR THE CITY OF LAREDO HEALTH DEPARTMENT, WOMEN'S HEALTH PREVENTIVE HEALTH SERVICES AND FAMILY PLANNING PROGRAM FOR THE TERM PERIOD FROM SEPTEMBER 1, 2022, THROUGH AUGUST 31, 2023.

WHEREAS, The Health and Human Services Commission will continue to contract with the City of Laredo Health Department for the Women's Health Preventive Health Services and Family Planning program. This grant award will allow the Health Department to continue to provide women's preventive health care and family planning services with a fee for service and cost reimbursement component. This will improve women's health through better access to preventive care, early detection, cancer screening, maternal child health, family planning, chronic disease prevention, case management and health education as well as diagnostic and laboratory services. Low income women will be able to access family planning and women's health services.

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

Section 1: Authorizing the Interim City Manager to ratify the execution of an amendment from the Health and Human Services Commission, in the amount of \$88,376.00 with no match for the City of Laredo Health Department, Women's Health Preventive Health Services and Family Planning program for the term period from September 1, 2022, through August 31, 2023.

Section 2: Revenue account will be 226-0000-321-6311 and the expenditure division will be 226-6110 with project number HEOE08.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2022.

**PETE SAENZ
MAYOR**

ATTEST:

**JOSE A. VALDEZ, JR.
CITY SECRETARY**

**APPROVED AS TO FORM:
JOAQUIN A. RODRIGUEZ,
ASSISTANT CITY ATTORNEY**

**JOAQUIN A. RODRIGUEZ
ASSISTANT CITY ATTORNEY**

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Richard A. Chamberlain, DrPH, MPH, RS, CHW, Health Director

SUBJECT

Ratifying the execution of an Agreement with the University of Texas Health Science Center at Houston on behalf of its Department of UT Health School of Public Health in the amount of \$10,000.00 for the City of Laredo Health Department UT-Health GET-Public Health Informatics and Workforce Training Program for the term period from April 1, 2022, to March 30, 2023. Funds will be used for supplies to assist participants.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City of Laredo Health Department is seeking to participate in the UTHealth GET-PHIT Public Health Informatics and Workforce Training Program, a multi-year project funded by the Office of the National Coordinator in the Department of Health and Human Services. As part of our participation, Laredo Health will be included in public health workforce assessment activities, host interns from participating GET PHIT institutions, implement relevant workforce training within our own organization, and disseminate training activity opportunities to our stakeholders. This program will allow for the introduction of informatics activities within our department and the further development of the public health workforce.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approves the Motion.

Fiscal Impact

Fiscal Year:

2022

Budgeted Y/N?:

Source of Funds:

UT HEALTH SCIENCE CENTER

Account #:

226-0000-327-9057

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Project #PHIT22.

Attachments

Agreement

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into when executed, by and between The University of Texas Health Science Center at Houston on behalf of its Department of UTHealth School of Public Health ("University"), an agency of the State of Texas and governed by the Board of Regents of The University of Texas System ("System"), and City of Laredo ("Contractor").

RECITALS

WHEREAS, University desires to engage the services of Contractor; and,

WHEREAS, Contractor is competent to provide such services and desires to work with University;

NOW, THEREFORE, University and Contractor agree that the following terms, conditions and limitations shall govern this Agreement:

1. Scope of Work: Contractor will perform the scope of the work to the satisfaction of University as described below:

The contractor has agreed to participate in the UTHealth GET-PHIT Public Health Informatics and Workforce Training Program, a multi-year project funded by the Office of the National Coordinator in the Department of Health and Human Services. As part of their participation the Contractor will participate in public health workforce assessment activities, host interns from participating GET PHIT institutions, implement relevant workforce training within our own organization, and disseminate training activity opportunities to our stakeholders.

Time is of the essence in connection with this Agreement. University will have no obligation to accept late performance or waive timely performance by Contractor.

2. Duration of Agreement: This Agreement shall be effective April 1, 2022 and shall terminate on March 30, 2023
3. Compensation: University shall compensate Contractor as tasks are completed to the satisfaction of University's authorized representative. All invoices are paid 'Net 30 Days' from receipt of invoice at a rate of \$833.33, Monthly.

The total Value of this Agreement shall not exceed \$10,000.00

4. Independent Contractor: It is understood and expressly agreed upon by the parties that Contractor is acting as an independent contractor in performing the services hereunder. Neither Contractor nor its employees shall hold themselves out as employees or agents of University. Neither Contractor nor its employees shall make any statements, representations, or commitments of any kind, or to take any action which shall be binding upon the University, except as may be expressly provided for herein or

authorized in writing. University shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer-employee relationship.

5. Assignment: This Agreement is entered into in reliance upon and in consideration of the singular skill and qualifications of Contractor. Contractor shall therefore not voluntarily or by operation of law assign or otherwise transfer its rights or obligations pursuant to the terms of this Agreement to any party without the prior written consent of University. Any attempted assignment or transfer by Contractor of its rights or obligations without such consent shall be void. Furthermore, Contractor shall not subcontract any of the services to be provided hereunder to another entity without the prior written consent of University.
6. Amendment: This Agreement may not be changed or modified in any respect except by means of a written document executed by both parties.
7. Ownership and Use of Work Material.
 - 7.1 All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with the Work (collectively, "**Work Material**"), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.
 - 7.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.
 - 7.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Work or otherwise. University may, at all times, retain the originals of the Work Material. The Work Material will not to be used by any person other than University on other projects unless expressly authorized by University in writing.
 - 7.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.
 - 7.5 All title and interest in the Work Material will vest in University and will be deemed to be a work made for hire and made in the course of the Work rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, Contractor hereby irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to the Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event Contractor has any rights in the

Work Material which cannot be assigned, Contractor agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University.

8. Provisions of Law: This Agreement is subject to and shall be governed by the laws of the State of Texas, without regard to its choice of law provisions. Venue for any dispute arising out of this Agreement shall lie exclusively in Harris County, Texas. Any earnings derived from services rendered by Contractor are subject to income taxes; such earnings shall be reported to the government at the end of each calendar year by the University's accounting department. It is understood that Contractor is responsible for paying all applicable federal or state taxes on the compensation paid to Contractor by University.

9. Notices: Notices, correspondence, billings, payments, and all other communications shall be addressed as follows:

To University:

The University of Texas
Health Science Center at Houston
P.O. Box 20036
Houston, Texas 77225

To Contractor:

City of Laredo
Attn: Laura Recio
111 Houston St.
Laredo, Texas 78040

10. Indemnification: To the extent allowed by law, contractor shall indemnify and hold harmless University, The University of Texas System, its regents, officers, agents and employees from any liability or loss resulting from claims, demands, or injury, including death, that they may suffer as a result of the performance of this Agreement. Nothing in this provision requires that funds be assessed or collected or that a sinking fund be created.

11. Responsibility for Individuals Performing Work; Criminal Background Checks: Each individual who is assigned to perform the Work under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Contractor will have an appropriate criminal background screening performed on all the individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's campus who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses.

By signing this Agreement, Contractor certifies compliance with this Section. Contractor shall notify University when there is a change in the individuals assigned to perform the Work due to unsatisfactory background check results.

12. Compliance: Contractor certifies:

- that it and its employees comply with all federal and state laws and regulations, including without limitation, Medicare and Medicaid regulations and the Immigration Reform and Control Act of 1986; and
- That neither it nor its employee have been or are presently excluded from participating in, or have been sanctioned by, any federal or state healthcare program; and
- That it has conducted criminal background checks for prior convictions on its employees performing services hereunder.

Contractor agrees to immediately report to University if it becomes aware of the following: (1) A violation of any federal or state healthcare law, regulation or policy by Contractor, its employees or agents; (2) an inquiry or investigation by the government of Contractor, its employees or agents; or (3) if Contractor or its employees or agents are excluded from, or otherwise sanctioned by, any federal or state healthcare plan.

13. Dispute Resolution: To the extent that Chapter 2260, Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable laws, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by University and Contractor to attempt to resolve any claim for breach of Agreement made by Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of Agreement claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor; (ii) neither the issuance of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (iii) University has not waived its right to seek redress in the courts.

14. Termination: University may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for the Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to University. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

15. Loss of Funding: University performance of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board") and/or other non-state Granting Authority ("Authority"). If the Legislature fails to appropriate or allot the

necessary funds, or the Board or the Authority fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

16. Force Majeure: Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("Force Majeure Occurrence"). Provided, however, in the event of a Force Majeure Occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence so that University may continue to provide services during the occurrence.
17. Confidentiality: All information owned, possessed or used by University that is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for University, that is not generally known to the public, will be confidential and Contractor will not, beginning on the date of first association or communication between University and Contractor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any confidential information, unless required by law. Contractor will not make any press releases, public statements, or advertisement regarding this Agreement or to the services to be provided hereunder without the prior written approval of University. To the extent Contractor is permitted to subcontract services it shall ensure that the subcontractor complies with the provisions of this Agreement. Contractor shall employ encryption to mitigate the risk of disclosure of University information in-storage and in-transit. Encryption implementation and strength should be sufficient to protect University information from disclosure until such time as disclosure poses no material risk.
18. Limitation of Liability: Except for University's obligation (if any) to pay Contractor certain fees and expenses University will have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any duty or obligation of University to Contractor or to anyone claiming through or under Contractor, no present or future affiliated enterprise, subcontractor, agent, officer, director, employee, representative, attorney or regent of University, or System, or anyone claiming under University has or will have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.
19. Representations and Warranties by Contractor: If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

20. Franchise Tax Certification: If Contractor is a corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that it is exempt from the payment of such taxes, or that it is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.
21. Eligibility Certification: Pursuant to Section 2155.004, Texas Government Code, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
22. Payment of Debt or Delinquency to the State: Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
23. Texas Family Code Child Support Certification: Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
24. **Access by Individuals with Disabilities**. Contractor represents and warrants (the "EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to University under the Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate the Agreement and Contractor will refund to University all amounts University has paid under the Agreement within thirty (30) days after the termination date.
25. Work Laws: Contractor shall comply with all labor and employment laws and regulations applicable to Contractor and its employees who will be performing services under this Agreement, including all laws and regulations pertaining to immigration, work status and eligibility (collectively, "Work Laws"). Contractor certifies that Contractor and Contractor's employees who will be performing services under this Agreement are, as of the effective date hereof, lawfully eligible to do so under applicable Work Laws.

26. Export Controls: Contractor shall comply with all applicable laws and regulations pertaining to export controls and the export of controlled technology or data in connection with its activities pursuant to this Agreement, including the Export Control Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR"). For purposes of this Agreement, "controlled technology or data" means items, commodities, technology, software or information requiring federal agency approval under U.S. government laws and regulations before being exported to restricted foreign countries, persons and/or entities. The EAR and ITAR require U.S. Government approval before University releases controlled technology or data to foreign persons in the United States. In accordance with the foregoing, the following shall apply:
- (A) Contractor shall promptly notify University in the event that Contractor or any of Contractor's employees who will be performing services under this Agreement or have access to University technology or data is a foreign national or is otherwise restricted under U.S. export controls laws from receiving controlled technology or data.
 - (B) If a license is required from any U.S. government agency to release any technology or data to the Contractor or any Contractor employee in connection with the Agreement, University may, at its discretion: (1) restrict Contractor's access to such technology and/or data until a license or other authorization is obtained, (2) narrow the scope of the services to be provided by Contractor under this Agreement, or (3) terminate this Agreement upon notice to Contractor.
 - (C) In the event that University exercises option (1) or (2) above, the term of the Agreement and scope of work may be adjusted as necessary.
 - (D) In the event that University exercises option (1) above, Contractor shall, promptly upon receipt of an invoice from University therefor, reimburse University's costs for obtaining a license or other authorization.
 - (E) In no event shall University be liable to Contractor or any of Contractor's employees for exercising any of its rights set forth in this section 23, except for any lawfully permissible payment for services rendered by Contractor in accordance with the terms of this Agreement.
27. Health Insurance Portability and Accountability Act: Notwithstanding anything to the contrary in this Agreement, if applicable to the Scope of Work to be provided by Contractor hereunder, Contractor agrees to treat all individually identifiable health information in accordance with all applicable laws governing the confidentiality and privacy of individually identifiable health information, including without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulation and official guidelines promulgated thereunder.
28. Integration: This Agreement supersedes any and all other discussions, negotiations, and representations of any kind and represents the entire agreement of the parties hereinabove mentioned.

THIS AGREEMENT WILL BE IN EFFECT UPON FULL EXECUTION BY BOTH PARTIES. UNIVERSITY WILL NOT BE RESPONSIBLE FOR ANY PAYMENTS FOR SERVICES PERFORMED OR PRODUCTS DELIVERED BY CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

In Witness Whereof, the parties have caused this Agreement to be executed as of the date first set forth above.

CONTRACTOR:

By: [Signature]
Signature

Rosario Cabello
Typed Name

Interim City Manager
Title

8/23/22
Date

By: [Signature]
Signature

Richard A. Chamberlain
Typed Name

Director of Health
Title

8.24.22
Date

APPROVED AS TO FORM

By: [Signature]
Signature

Joaquin A. Rodriguez
Typed Name

Assistant City Attorney
Title

8/22/22
Date

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

By: [Signature]
Signature (Authorized Purchasing Agent)

Judi Cardenas
Typed Name

Buyer II
Title

08/22/2022
Date

PO Number



ATTESTED

By: [Signature]
Signature

Jose A. Valdez, Jr.
Typed Name

City Secretary
Title

8/23/22
Date

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario Cabello, Interim City Manager

Staff Source: Linda C. Teniente, Human Resources Director

SUBJECT

Authorizing the Interim City Manager to approve a contract agreement with Governmentjobs.com, Inc. (dba "NEOGOV") for the eForm product in the amount not to exceed \$100,000.00 with an annual recurring subscription in the amount of \$34,872.00. This product will be utilized to transition the current City's employee personnel files and Human Resources documents from paper to an electronic filing system and workflow. Funding is available in the Risk Management Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The Human Resources Department currently houses all active, inactive and retiree personnel files in a paper format. Due to lack of space and having exhausted all available secure space, it is imperative that these files are transitioned from paper to an electronic filing system. The NEOGOV eForm system will be an additional environment that will inter-connect with the current utilized recruitment and hiring system being utilized by the City (OHC and Onboard). See Exhibit A for an overview of the NEOGOV eForm system.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year: 2022

Budgeted Y/N?: Y

Source of Funds: Risk Management
Account #: 594-2060-513.55-88
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

Exhibit A

NEOGOV

EFORMS



MANAGE

A component of the Manage module, eForms **automates the distribution, tracking, and approval of HR forms** with customized workflows, routing, and eSignatures.

TAKE NECESSARY PAPERWORK DIGITAL

Forget easily lost paperwork and messy spreadsheets. Now there's one place to house all of your necessary forms and documents where they can be accessed, eSigned, and routed to necessary stakeholders.

- Build online forms in minutes or convert existing ones
- Streamline critical form processes
- Distribute, track and approve forms online
- Define automated routing workflow processes and collect eSignatures

EMPOWER EMPLOYEES WITH SELF-SERVICE

Allow employees to self-initiate processes and track statuses to completion. Create processes that put responsibility into the hands of employees and free up HR time to focus on strategic initiatives.

- Eliminate employee questions about how to process requests and inquiries about status of requests
- Drive employee accountability through notification updates and reminders
- Protect sensitive HR data by setting different user roles and controlling permissions

CENTRALIZE PERSONNEL FILES

No more cabinets filled with manila folders. eForms securely stores all documents and forms completed throughout the employee lifecycle including those generated from other NEOGOV products.

- Maintain accurate, up-to-date, and consolidated records for each employee
- Access one central repository for all employee paperwork and documents
- Integrates with other NEOGOV products to unify employee records across the entire employee lifecycle

*“Through eForms, we can adjust our processes and amend our forms quickly. **We can launch a new process within an hour.** We can’t do that with any other solution that we’ve seen at that price point.”*

*Deborah Erb
County of San Luis Obispo*



NEOGOV

A photograph of two women in professional attire. The woman on the left has dark curly hair and is wearing a purple blazer. The woman on the right has short grey hair and is wearing a dark blue blazer over a white polka-dot top. They are both looking at a laptop screen, with the woman on the right pointing at it. The background is a bright, out-of-focus office setting.

EFORMS

Document management & workflow management software that helps you easily create online forms, manage documents, and build seamless workflows in minutes.

EFORMS



Easy
Workflows



Empowered
Employees

EFORMS BENEFITS

Create & Store Forms // Build forms or convert PDFs to online forms, allowing for eSignatures.

Save Time // Create customized workflows and routing that removes the hassle of manual approvals.

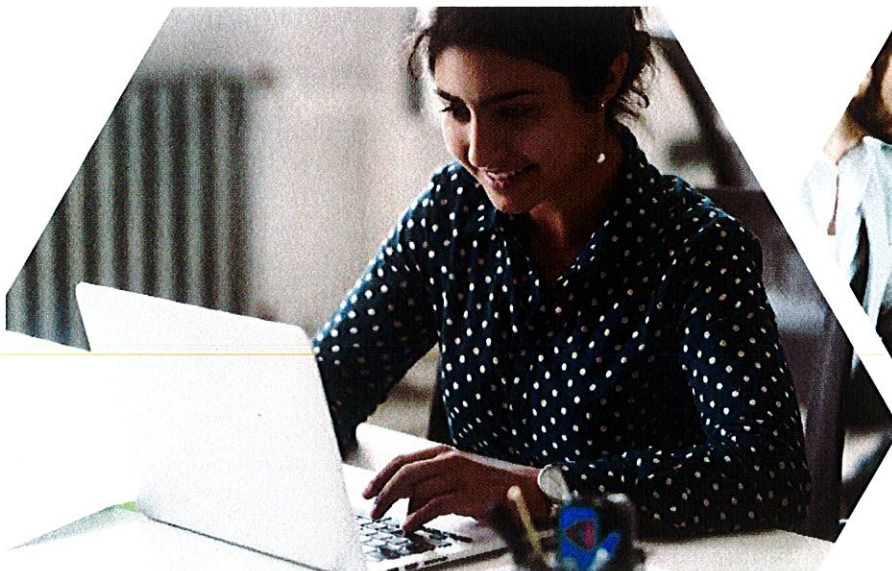
More Visibility // Gain insight into your process flows, report on status, and speed up complex processes.

DESIGNED FOR YOUR EMPLOYEES

Go Digital // Replace paper-based processes with online workflows that modernize HR procedures.

Employee Self-Service // Allow employees to self-initiate processes and track status to completion.

Accountability & Transparency // Drive accountability through automatic notifications and reporting, ensuring employees take actions in a timely manner.



BENEFICIAL FEATURES



EASIER PROCESSES COMPLIANCE

Automated & Easy-to-Use // Easily create forms and processes for routine actions and requests that need to be completed by employees.

Flexible // Processes can be self-initiated or automatically initiated on certain dates specified by HR.

Ensure Compliance // Automated email reminders help employees, managers, and HR stay on top of all processes to ensure tasks are completed on time.



SELF-SERVICE ACCOUNTABILITY

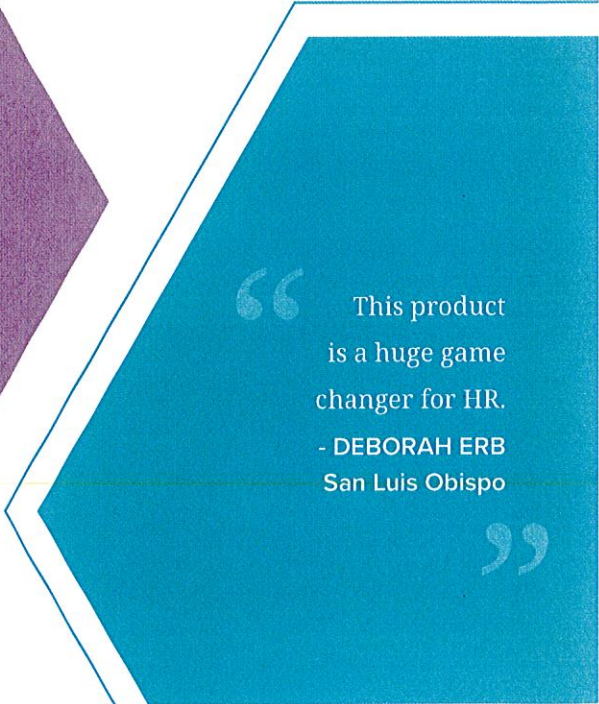
Notifications // Generate notification emails for upcoming deadlines or completed forms.

Assign Tasks // Securely assign tasks to a particular person to ensure sensitive information stays private.

Accurate & Consolidated Records // Store documents that cover the employee lifecycle from across the NEOGOV product suite (for example, applications from Insight, onboarding forms from Onboard, evaluations from Perform can all be accessed in eForms).



ACCESSIBLE CONNECTED



“ This product is a huge game changer for HR.
- DEBORAH ERB
San Luis Obispo

”



Self Service Portal



Amy Appleby
HR BENEFITS ADMINISTRATOR

QUICK LINKS

- Life Events Update >
- Update Contact Info >
- Update Beneficiary >

Your Processes View All Your Processes

ASSIGNED PROCESS

Updated Company Privacy Policy

Due Tomorrow

50% COMPLETE

NEXT TASK

Answer video questionnaire [Start](#)

QUICK LINK PROCESS

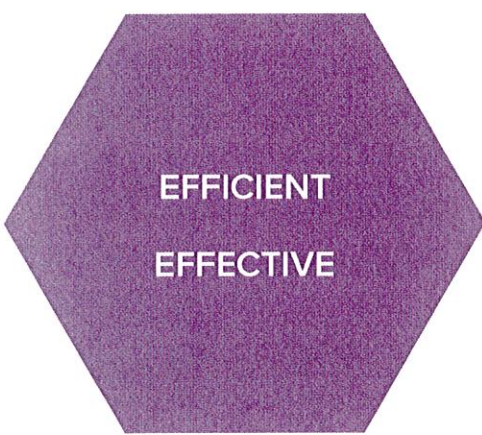
Life Event Update

No Due Date

75% COMPLETE

NEXT TASK

Fill Out W4 [Start](#) [Complete Development Form](#)



Increased Automation // Set up forms and processes online in order to decrease the amount of time spent routing paperwork manually.

Self-Sufficient Employees // Empower employees and managers to be more self-sufficient by initiating their own processes when necessary. Decrease the questions that go to HR.

Efficiency for HR // Automate processes and empower employees to be more efficient so you can focus on meaningful projects and initiatives.

EFORMS



EFORMS IMPLEMENTATION



Time to implement subject to change for agencies with more than 2,500 employees.

PHASE 1 // INITIATION

KICK OFF Bring stakeholders, internal resources, and project team members together to review scope, align expectations, clarify roles and responsibilities, and agree upon milestones.

PROCESS ANALYSIS Examine your current processes and decide if changes are needed. Using our process-proven implementation workbook as a guide, answer questions designed to make your implementation smoother and faster.

Add-On Service: Onsite Implementation and training available for purchase through NEOGOV.

PHASE 2 // CONFIGURATION

DISCOVER Choose from self-directed learning or purchase onsite / remote instruction to learn how to use and configure eForms' features, allowing you to meet your needs and goals.

CONFIGURE Set up your system based on your analysis and discovery. Build your forms and processes. Create processes that can be self-initiated through the employee self service portal. Learn to manage personnel files through our employee document management feature.

Best Practice: Leverage Community-shared forms through the NEOGOV Global Form Bank.

Add-On Service: Onsite service for implementations available for purchase through NEOGOV.

PHASE 3 // PRODUCTION

PREPARE Initiate mock processes to test your system to ensure the functionality, security, and experience all meet your organizational expectations. Review your system set up with your implementation consultant and fine-tune to ensure eForms is ready to use.

TRAIN Ensure successful adoption through end user training for all users. Leverage the online resources available from NEOGOV to conduct training sessions.

Add-On Service: Onsite or remote training for end users available for purchase through NEOGOV.

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Juan J. Gomez, Jr, Parks and Recreation Director

SUBJECT

Authorizing the Interim City Manager to enter into a Temporary License Agreement with the Boys and Girls Club of Laredo, a non-profit entity, for the use of city-owned athletic fields for flag football youth recreation programs. The term of the agreement being September 21, 2022 through November 4, 2022; no fee will be charged by the City to the association in view of the public benefit in allowing the association to use the City's facilities for a flag football program for the benefit of the youth of Laredo.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The term of the contract will be from September 21, 2022 through November 4, 2022 at the Slaughter Park.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends the approval of this item.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Temporary Field Use Agreement

City of Laredo
Temporary License Agreement
Baseball/Softball/Soccer

This Temporary License Agreement (“Agreement”) for field use is entered into by and between the City of Laredo, Texas (“CITY”) a home-rule municipal corporation situated in Webb County, and _____ (“LICENSEE”) a **Baseball/Softball and/or Soccer** Youth/Adult Sports Association, acting as their authorized officers and representatives.

WHEREAS, the services provided by LICENSEE benefits the public by providing recreational opportunities to the youth of Laredo; and

WHEREAS, the City and Licensee wish to enter into an agreement for the use of city-owned athletic fields for baseball/Softball and/or Soccer youth recreation programs;

NOW, THEREFORE, for and in consideration of the promises, covenants, terms, and conditions herein contained, the parties agree as follows:

I. REQUEST FOR FACILITIES

A. In order to obtain use of a city field, LICENSEE must first submit the following to CITY:

- 1) Three Original Copies of this Temporary Non-Exclusive Licensing Agreement Signed by the President or other individual with authority to bind Licensee Agreement;
- 2) A current copy of the Licensee’s Articles of Incorporation or Bylaws;
- 3) A list of the Licensee’s current Board of Directors, their addresses, and phone numbers;
- 4) A certificate of insurance naming the CITY of Laredo as an additional insured with a waiver of subrogation for and proof of comprehensive general liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate, which coverage shall include sexual abuse and molestation and \$2,000,000 products/completed operations aggregate; workers’ compensation including employers’ liability for employees and volunteers of the LICENSEE with a waiver of subrogation in favor of the CITY;
- 5) Copies of all licenses and/or permits from state, county and local government agencies required in the provision of a youth program, in addition to proof of affiliation with a parent league, if any;
- 6) A proposed use schedule providing the dates the season will start and end, and the dates LICENSEE seeks to use the Licensed Area for practice;
- 7) A current list of every coach, assistant coach, and manager and all other individuals who will have access to the Licensed Area; and
- 8) Current Food Handlers and any other required Health Permit for sale of food and beverages at the concession stand on the Licensed Area, if any. Use of concession stands will be subject to approval from the Laredo Health Authority.

9) Proof of 501 (c3) form/documents (not affiliations, each league must submit their OWN 501(c3) form/documents)

10) Assistance Request Form with specific dates for registration, practice and/or games.

B. Failure to submit the initial paperwork or other documentation as required by the dates set under this Agreement shall result in the denial of the use of the field.

II. CITY'S OBLIGATIONS

A. CITY agrees to waive the fees for the LICENSEE to use the following city owned athletic field ("Licenses Area") to provide youth recreation programs only on the dates and times scheduled under this Agreement: (Field Name) _____ (Address) _____ (Type of Field) _____.

B. CITY agrees to fund the use of water, wastewater, and electricity by Licensee in providing youth recreation programs at the subject fields *only* on the dates and times scheduled under this Agreement.

C. CITY will review the LICENSEE's proposed use schedule and will approve or deny the request not later than 10 days after receipt of the schedule. Once the schedule is approved, LICENSEE will have priority use of the field only for the dates and times noted in the schedule. CITY will approve or deny any subsequent amendment requests not later than 5 days after receipt. CITY will contact LICENSEE 5 days prior to any scheduled events/rentals and/or tournaments.

D. CITY shall appoint a single point of contact (SPOC) with the LICENSEE for performance of this Agreement. The CITY'S SPOC information is: Juan J. Gomez, Jr., Director, 2201 Piedra China, Laredo, Texas 78042, (956) 729-4600, jgomez5@ci.laredo.tx.us.

E. CITY shall allow advertisements to be displayed facing toward the interior of the subject field for the duration of this Agreement *only after* the following conditions have been met:

- 1) The type of advertisement to be displayed is presented to CITY for approval in accordance with city ordinances, policies and state law;
- 2) Proof of the total amount to be paid or that has been paid to the Licensee for the advertisement is provided to the City; and,
- 3) Payment is submitted by LICESSEE to the CITY in an amount that is equal to half of the total amount to be paid or that has been paid for the advertisement.

F. CITY will do a maintenance of field and up keep of facilities on scheduled days.

III. LICENSEE'S RESPONSIBILITIES

A. LICENSEE recognizes and agrees that prior to March 1, 2022 *tentatively* (pending Councils approval or any changes arise with City mandates), or prior to the commencement of the season, the LICENSEE must submit to the CITY the items listed in I, A.

B. LICENSEE recognizes and agrees that it shall be required to submit a detailed financial report to CITY on a monthly basis from June 1, 2022 thru December 1, 2022 that contains the following items:

- 1) Annual background checks on all volunteers or paid employees who will interact with youth;
- 2) Financial statement;
- 3) All monthly bank statements;
- 4) A copy of all board meeting minutes;
- 5) A financial report of the receipts derived from the operation of the concession stand, if applicable; and
- 6) Any other documentation deemed necessary by the City's Internal Auditor.
- 7) A copy of an annual information report form 990-N.

C. LICENSEE acknowledges that it only has a right to use the Licensed Area free of charge on the scheduled dates and times timely requested and subsequently approved by City. LICENSEE agrees that on dates and times not scheduled under this Agreement, it shall pay all rental fees required by Ordinance for use of the field to include all practices not originally requested and tournament play. LICENSEE further agrees that utility costs attributable to LICENSEE'S use of the Licensed Area on dates and times other than those scheduled under this Agreement shall be paid by LICENSEE not later than 30 days after receiving a statement from the CITY.

D. LICENSEE shall appoint the following single point of contact with the CITY for performance of this Agreement ("SPOC"):

Name, Title, Address, Phone, Email

E. LICENSEE shall provide notice to the CITY of any significant damage, vandalism, needed repairs, or safety issues at a subject field not later than 24 hours after LICENSEE identifies the damage, vandalism, repair or safety issue.

F. LICENSEE shall cooperate with CITY to resolve any citizen complaints received regarding LICENSEE, the use of the athletic fields by LICENSEE, or the provision of youth sports services by LICENSEE under this Agreement.

G. LICENSEE understands and acknowledges that entering into this Agreement does not constitute an endorsement by the CITY of LICENSEE's organization, its financial stability, or the quality of its programs. LICENSEE shall not represent that it or any of its agents or employees are agents or employees of the CITY.

IV. GENERAL CONDITIONS

A. The programs offered under this Agreement by LICENSEE must be open to all youth regardless of race, color, religion, national origin, sexual orientation, or athletic ability.

B. The programs offered under this Agreement by LICENSEE must be designed to allow all youth who register the ability to play on a team that matches their age and skill.

C. The programs offered under this Agreement by LICENSEE must provide supervised recreational sports programs to youth aged 19 or younger on a non-profit basis.

D. LICENSEE understands and acknowledges that this Agreement applies solely to youth sports programs administered and conducted by LICENSEE in accordance with the terms of this Agreement, and that LICENSEE may not rent, barter, or allow the use of the subject field by any other user without the express consent of CITY.

E. If LICENSEE is participating in a tournament and the subject field is being used for the tournament on a scheduled date and time, LICENSEE may allow another LICENSEE with an Agreement with the CITY or other youth teams participating in the tournament with the LICENSEE to use the subject field.

F. At all other dates and times not reserved under this Agreement, the Licensed Area remains open to the public. All other request by LICENSEE for use of the field at times and dates not scheduled for LICENSEE shall be pursuant to written application and approval by CITY. LICENSEE understands and acknowledges that Licensed Area will not be available for use from November 30, 2022 through February 28, 2023 in order for the City to perform maintenance and repairs to the field.

G. LICENSEE is responsible for knowing and complying with all applicable rules, regulations and ordinances of the City of Laredo, Texas.

H. LICENSEE is responsible for cleanup and maintenance of the fields/facilities before and after its daily usage.

I. LICENSEE is responsible for repairs or damage to the fields caused by their use.

J. LICENSEE may not erect any sign or display any advertisement without consent and written approval from the CITY.

K. LICENSEE must conduct annual background checks on all volunteers or paid employees who will interact with youth. LICENSEE shall maintain documentation of completed background checks and submit copies to the CITY. If the background checks reveal that an employee or volunteer is unsuitable for working with children, LICENSEE shall not allow the volunteer or employee to interact with youth.

L. LICENSEE must not permit alcoholic beverages, tobacco, and/or illegal drugs to be consumed on a subject field during LICENSEE's use of the field.

M. LICENSEE must not allow weapons of any kind on a field while in use of the field.

- N. LICENSEE must not allow vehicles on a subject field, other than in designated parking areas; provided that maintenance vehicles are allowed on a subject field when necessary for maintenance.
- O. LICENSEE must abide by the minimum standard health protocols as identified in the Texas Governor's Strike Force to Open Texas Checklists, as may be amended, as well as preapproved guidelines issued by the Local Health Authority.

V. CONCESSIONS

- A. No sale of food and beverages at a concession stand, on or adjacent to Licensed Area, shall be allowed until authorized by the Laredo Health Authority of the City of Laredo.

VI. WAIVER; INDEMNITY.

- A. **LICENSEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF LAREDO, ITS AGENTS, EMPLOYEES, AND ASSIGNS, AGAINST ANY LIABILITY BASED UPON THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, THE FAILURE OF LICENSEE TO COMPLY WITH THE TERMS OF THE AGREEMENT, OR THE MANNER IN WHICH LICENSEE PROVIDES ITS PROGRAMMING. LICENSEE EMPLOYEES AND VOLUNTEERS WAIVE ANY RIGHT THEY MAY HAVE HAD TO SUE THE CITY, ITS OFFICERS, EMPLOYEES, AND ASSIGNS DUE TO CONDUCT UNDER THIS AGREEMENT.**
- B. **The CITY shall review and approve all agreements between the LICENSEE and its affiliated teams or players that contain waiver of liability or hold harmless clauses, and will be given the option to be included in such clauses.**

VII. TERM; TERMINATION

- A. This Temporary Agreement becomes effective on the date signed by all parties and shall terminate on November 30, 2022 unless terminated earlier in accordance with VII B below.
- B. If LICENSEE defaults in performance of any of the terms or conditions of this Agreement, CITY shall have 30 days after receipt of written notice of the default within which to cure the default. If the default is not cured by LICENSEE within the time period allowed, then CITY shall have the right without further notice to terminate this Agreement.
- C. CITY may suspend or limit use of the Licensed Area if necessary to protect public health and safety. The CITY will notify LICENSEE at least two days in advance of any necessary suspension/limitation, unless the suspension/limitation is due to an emergency situation, in which case the CITY will notify LICENSEE as soon as possible, but not later than four days after the emergency suspension/limitation is imposed.

VIII. MISCELLANEOUS

- A. This Agreement constitutes the entire agreement between the parties regarding the use of the Licensed Area for youth recreational opportunities. This Agreement may not be modified unless

agreed by the parties in writing. LICENSEE may not assign, transfer or convey this Agreement without the CITY's express written consent.

B. If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect, as if it never contained the offending term or provision.

C. Venue of any dispute arising under this Agreement shall be filed and maintained in Laredo, Webb County, Texas.

D. Provisions of the Agreement that impose continuing obligations survive the expiration or termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this the _____ day of _____, 2022.

CITY OF LAREDO, A MUNICIPAL CORPORATION, LICENSOR

By: _____

City Manager

ATTESTED:

Jose A. Valdez, Jr.
City Secretary

Ana Sophia Garcia
Assistant City Attorney

_____, **A YOUTH SPORTS ASSOCIATION, LICENSEE**

BY: _____

Name: _____

Title: _____

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Claudio Treviño, Jr., Chief of Police

SUBJECT

2022-R-161 Authorizing the Interim City Manager to renew a Memorandum of Understanding between the City of Laredo Police Department (LPD) and Immigration and Customs Enforcement (ICE) - Homeland Security Investigations (HSI) for the purpose of reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

City Council approved Resolution #2019-R-100 on August 5, 2019.

BACKGROUND

The Laredo Police Department and Immigration and Customs Enforcement - Homeland Security Investigations (ICE/HSI) have a long and established working partnership where the main goal is to bring more enforcement to the city to make our great city a safer place to live in.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year: 2022
Budgeted Y/N?: N/A
Source of Funds: N/A
Account #: N/A
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

No Financial Impact.

Attachments

Resolution #2022-R-161

MOU - ICE-HSI Customs Narcotics

COUNCIL COMMUNICATION

DATE: 9/19/2022	SUBJECT: RESOLUTION #2022-R-161 AUTHORIZING THE INTERIM CITY MANAGER TO RENEW A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAREDO POLICE DEPARTMENT (LPD) AND IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE) – HOMELAND SECURITY INVESTIGATIONS (HSI) FOR THE PURPOSE OF REIMBURSEMENT OF OVERTIME EXPENSES AND OTHER LAW ENFORCEMENT EXPENSES RELATED TO JOINT OPERATIONS.	
INITIATED BY: Rosario C. Cabello Interim City Manager		STAFF SOURCE: Claudio Treviño, Jr. Chief of Police
PREVIOUS COUNCIL ACTION: City Council approved Resolution #2019-R-100 on August 5, 2019.		
BACKGROUND: The Laredo Police Department and Immigration and Customs Enforcement – Homeland Security Investigations (ICE/HSI) have a long and established working partnership where the main goal is to bring more enforcement to the city to make our great city a safer place to live in.		
FINANCIAL IMPACT: N/A		
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: Recommends the approval of this Resolution.

RESOLUTION #2022-R-161

AUTHORIZING THE INTERIM CITY MANAGER TO RENEW A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAREDO POLICE DEPARTMENT (LPD) AND IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE) – HOMELAND SECURITY INVESTIGATIONS (HSI) FOR THE PURPOSE OF REIMBURSEMENT OF OVERTIME EXPENSES AND OTHER LAW ENFORCEMENT EXPENSES RELATED TO JOINT OPERATIONS.

Whereas, the Laredo Police Department has an established combined law enforcement working agreement with ICE/HSI; and

Whereas, ICE/HSI will reimburse the City of Laredo overtime expenses and any other law enforcement expenses incurred by the City of Laredo Police Department officer(s) working on joint operations with ICE/HSI; and

Whereas, the Chief of Police recommends the approval of this memorandum of understanding.

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

SECTION 1: Authorizing the Interim City Manager to renew a memorandum of understanding between the City of Laredo Police Department (LPD) and Immigration and Customs Enforcement (ICE) – Homeland security Investigations (HSI) for the purpose of reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
IMMIGRATION AND CUSTOMS ENFORCEMENT - HOMELAND
SECURITY INVESTIGATIONS, AND LOCAL, COUNTY, OR
STATE LAW ENFORCEMENT AGENCY FOR THE
REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM
THE TREASURY FORFEITURE FUND**

This Agreement is entered into by the Laredo Police Department , NCIC CODE #TX2400100 and Immigration Customs Enforcement (ICE), Homeland Security Investigations (HSI), Special Agent in Charge (SAC), San Antonio, Texas for the purpose of the reimbursement of costs incurred by the Laredo Police Department in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE/HSI Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the timely request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9705, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9705.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by Immigration Customs Enforcement (ICE), Homeland Security Investigations (HSI) SAC, San Antonio, Texas, with the participation of the Laredo Police Department, and until terminated, in writing, by either party.

V. **TERMS, CONDITIONS, AND PROCEDURES**

A. **Assignment of Officer(s)**

To the maximum extent possible, the Laredo Police Department shall assign dedicated officers to any investigation or joint operation.

Included as part of this Agreement, the Laredo Police Department shall provide ICE/HSI SAC San Antonio, Texas with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated, as necessary.

B. **Submission of Requests for Reimbursement (Invoices) and Supporting Documentation**

1. The Laredo Police Department may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE/HSI SAC San Antonio, Texas, performed by its officer(s) assigned to this joint operation. In addition, the Laredo Police Department may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment, and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with ICE/HSI SAC San Antonio, Texas.

The Laredo Police Department **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the Laredo Police Department must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center
Attn: Forfeiture Fund
6026 LAKESIDE BLVD.
INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Laredo Police Department must submit to ICE/HSI SAC San Antonio, Texas the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as pay stubs and receipts.
4. The Laredo Police Department remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The **maximum** reimbursement entitlement for overtime worked on behalf of the joint investigation is set at **\$15,000** per officer per year.
6. The Laredo Police Department will submit all timely requests for the reimbursement of joint operations' expenses to ICE/HSI Assistant Special Agent in Charge, Jesus A. Flores at the following address: 109 Shiloh Dr – Suite 200, Laredo, Texas 78045, Attn. MSS, Anna Tamez, Phone, 956-728-6526.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE/HSI, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Laredo Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between ICE/HSI, SAC San Antonio, Texas, and the Laredo Police Department and is not intended to confer any right or benefit to any private person or party.

Signatures:

Special Agent in Charge
Homeland Security Investigations
San Antonio, Texas

Date: _____

CLAUDIO TREVINO
CHIEF OF POLICE
LAREDO, TEXAS

Date: _____

ROSARIO C. CABELLO
INTERIM CITY MANAGER
LAREDO, TEXAS

Date: _____

JOSE A. VALDEZ, JR.
CITY SECRETARY
LAREDO, TEXAS

Date: _____

Approved as to Form:

DOAHN "ZONE" T. NGUYEN
CITY ATTORNEY
LAREDO, TEXAS

Date: _____

ANA SOPHIA GARCIA
ASSISTANT CITY ATTORNEY
LAREDO, TEXAS

Date: _____

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Arturo Garcia Jr., P.E., Utilities Director

SUBJECT

Authorizing the Interim City Manager to award a contract in the amount of \$79,360.00 to Castle Engineering & Testing, LLC, for the Construction Material Testing at the Manadas Wastewater Treatment Plant project. Funds are available in 2020A Sewer Bond.

PREVIOUS COUNCIL ACTION

City Council approved the construction contract of the Manadas Wastewater Treatment Plant to PLW Waterworks, LLC, in the amount of \$51,269,000.00 on March 21, 2022.

BACKGROUND

The Project consists of the construction of the Manadas Wastewater Treatment Plant and Construction Material Testing is required to ensure the quality of the work performed by the contractor meets specifications.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approve Motion

Fiscal Impact

Fiscal Year: 2022
Budgeted Y/N?: Y
Source of Funds: 2020A Sewer Revenue Bond
Account #: 559-9877-535-9301
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding for this project is available in the following account: 559-9877-535-9301, Project ID: SW2105, 2020A Sewer Bond

Attachments

Material Testing Proposal

September 2, 2022

Mr. Arturo Garcia, Jr. P.E.
Utilities Director
City of Laredo – Utilities Department
5816 Daugherty Avenue
Laredo, Texas 78041

P: 956.721.2000
F: 956.721.2001
E: agarcia10@ci.laredo.tx.us



**Re: Proposal for Construction Materials Engineering
and Testing Services
Manadas Creek Wastewater Treatment Plant
Tejas Loop @ Tejas Industrial Park Unit I
Laredo, Texas 78045
Part I - CET Proposal No.: M22011**

Dear Mr. Garcia:

Castle Engineering & Testing, LLC (CET) is pleased to express our interest in providing construction materials engineering and testing services for the referenced project and offer the following proposal for your consideration. *We understand that we have been chosen to provide these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Service Procurement Act.* This proposal consists of two parts: Part I–Proposal–Scope of Services and Estimated Cost of Services; Part II–Terms and Conditions (Attached). The following sections outline our understanding of the project and provide a description of the tasks to be performed.

SCOPE OF SERVICES

Our understanding of the required construction materials engineering and testing services for this project is based upon information provided by you or your designated representative. Our scope of services will include, but may not be limited to testing and observations in the following categories as scheduled: Earthwork/Soils Testing, Reinforcing Steel Verification (Rebar), Concrete Sampling/Testing, Structural Steel Observation, Masonry Testing and Project Management (Progress Meeting and Special Inspections).

- Services will be performed in a manner consistent with the level of care and skill ordinarily expected by members of the profession currently practicing under similar circumstances. No warranty, expressed, or implied, is made.
- Field services will be provided on a “call-out” basis when scheduled by your authorized representative. A minimum of 24 hours notice is required to schedule our services, *although we will attempt to meet requests in a short time frame.*

ESTIMATED COST OF SERVICES

Our not-to-exceed without written approval price for providing the above scope of services is **\$79,360.00** as shown on the following cost summary. Please recognize that this is an estimate only based on the quantity of tests indicated in the breakdown provided below. If these quantities are exceeded at the request of the contractor and written authorized by the client, additional fees will apply. However, we will keep you informed throughout the progress of the project and notify you of the budget conditions.

Earthwork/Soils Testing (Building Structures, Utility Trench Backfill and Pavement Areas)	Quantity	Unit Rate	Total
Moisture Density Relationship for Soils (Proctor) Includes Sample Pick-Up, Lab Tech Time and Report	6	\$250.00	\$1,500.00
Moisture Density Relationship for Base (Proctor) Includes Sample Pick-Up, Lab Tech Time and Report	1	\$300.00	\$300.00
Liquid Limit, Plastic Limit and Plasticity Index Includes Lab Tech Time and Report	8	\$125.00	\$1,000.00
Material Finer Than the No. 200 Sieve Includes Lab Tech Time and Report	8	\$75.00	\$600.00
Gradation/Sieve Analysis (Caliche/FlexBase) Includes Lab Tech Time and Report	1	\$150.00	\$150.00
Gradation/Sieve Analysis (3/8" Pea Gravel/Zero P.I. Sand) Includes Lab Tech Time and Report	2	\$150.00	\$300.00
In-place Field Density Tests Minimum Charge Four (4) Tests Per Trip Includes Trip Charge, Field Tech Time and Report	424	\$40.00	\$16,960.00
		Subtotal	\$20,810.00

Reinforcing Steel Verification (Rebar)	Quantity	Unit Rate	Total
Senior Engineering Technician Includes Trip Charge, Field Tech Time and Report	110	\$85.00	\$9,350.00
		Subtotal	\$9,350.00

Concrete Sampling/Testing (Building Structure, Pavement and Sidewalks)	Quantity	Unit Rate	Total
Compression Strength of Concrete Cylinders (Sets of Four (4) Cylinders) Includes Trip Charge, Field Tech Time, Temperature Reading, Slump, Molding/Testing and Report	154	\$200.00	\$30,800.00
		Subtotal	\$30,800.00

Structural Steel Observation (Bolt Tightness Verification and Visual Weld Examination)	Quantity	Unit Rate	Total
Certified Welding Inspector (CWI) Includes Trip Charge and Report	60	\$165.00	\$9,900.00
		Subtotal	\$9,900.00

Masonry Sampling/Testing	Quantity	Unit Rate	Total
Mortar (Set's of Three (3) Cube's) Includes Trip Charge, Field Tech Time, Temperature Reading, Molding/Testing and Report	8	\$150.00	\$1,200.00
Concrete Masonry Units (CMU) (Sets of Three (3) Prisms) Includes Trip Charge, Field Tech Time, Temperature Reading, Molding/Testing and Report	4	\$300.00	\$1,200.00
Grout (Set's of Four (4) Specimens) Includes Trip Charge, Field Tech Time, Temperature Reading, Molding/Testing and Report	4	\$200.00	\$800.00
		Subtotal	\$3,200.00

Project Management (Special Inspections and Progress Meetings)	Quantity	Unit Rate	Total
Project Engineer/Managing Partner Includes Trip Charge and Report	20	\$265.00	\$5,300.00
		Subtotal	\$5,300.00

Total Budget Estimate	\$79,360.00
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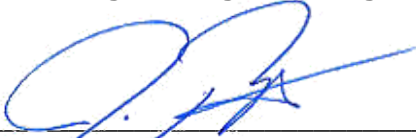
Reporting and Distribution

Field test results will be reported to your on-site representative at the time of testing, and written reports of the tests performed will be submitted to your attention. Reports can be distributed electronically upon request. Please provide us with a list of those whom you would like to receive testing results.

We appreciate the opportunity of providing our services for this project. If you have questions regarding this proposal or if we may be of further assistance, please contact our office.

Sincerely,

Castle Engineering & Testing, LLC



Jesus "Papo" Pompa
Vice President

JMP-M22011

City of Laredo:

Mr. Arturo Garcia, Jr. P.E.
Utilities Director

Approved by:

Ms. Rosario C. Cabello
Interim City Manager

Attest:

Mr. Jose A. Valdez, Jr.
City Secretary

Approved as to Form:

Mr. Doanh T. Nguyen
City Attorney

City Council-Regular**Meeting Date:** 09/19/2022**Initiated By:** Riazul Mia, Assistant City Manager**Staff Source:** Arturo Garcia, Jr., P.E. Utilities Director**SUBJECT**

Authorizing Interim City Manager to issue a purchase order to TrueLook, Inc. in the amount of \$67,851.00. These cameras are needed to monitor the construction of the Manadas Wastewater Treatment Plant. This purchase order includes 4 cameras, maintenance and support for 3 years which is the anticipated duration of the project. Funding is available in the Sewer Construction Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

City Council approved a Construction Contract to Pepper Lawson Waterworks, LLC on April 25, 2022, for the construction of the Manadas WWTP.

BACKGROUND

The cameras will be installed at the jobsite to assist in the monitoring of the project. These cameras will provide a time-lapse that will allow us to see how construction is progressing. Quotes were obtained for this project and TrueLook, Inc. was the lowest.

True Look, Inc.	\$67,851.00
Ox Blue	\$81,772.00
Earth Cam Solutions	Incomplete quote

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approve Motion

Fiscal Impact**Fiscal Year:**

FY 21-22

Budgeted Y/N?:

Y

Source of Funds: Construction Account

Account #:

Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is available in the following accounts:

559-4240-532-2420 - \$27,675

559-4240-533-5588 - \$40,176

Attachments

Quote for Cameras



TrueLook, Inc.
 575 E. 4th Street
 Winston-Salem, NC 27101
 Toll Free: 833-878-3566

Date: Aug 24, 2022

Sales Rep: Sara Edmonds
Email: sara.edmonds@truelook.com
Mobile: +1 3364251255

Project Name: Manadas Creek WTP

Customer Shipping Address:
 City of Laredo, TX - City Hall Annex
 1102 Bob Bullock Loop
 Laredo, TX 78043 United States
 Homero Garcia
 956-727-6525

Payment Terms
CC, Check, ACH, or Net 30
 Payments due within 30 days of receipt
 5% late fee on overdue payments
 Quotes valid for 30 days
 All prices in US dollars
 Applicable tax collected
Lifetime Hardware Warranty and additional terms below

Hardware					
	Description	Notes	Unit Price	Quantity	Total Price
Solar Upgrade ID: SOL100232	Panels, battery, control box		\$3,800.00	4	\$15,200.00
1080 PTZ Camera 110v ID: P-2-110-2	Pan, tilt, zoom camera, 360 degree pan, optical zoom, 61 degree field of view		\$3,699.00	3	\$11,097.00
5 MP Fixed Camera 110V ID: F-5-110-3	111 degree field of view, digital zoom		\$3,199.00	1	\$3,199.00
Hardware Discount ID: HDISC	Hardware discount	Multi-Camera Discount (PTZs)	(\$749.00)	3	(\$2,247.00)
Hardware Discount ID: HDISC	Hardware discount	Multi-Camera Discount (Fixed)	(\$699.00)	1	(\$699.00)
Subtotal:					\$26,550.00

Services					
	Description	Notes	Unit Price	Quantity	Total Price
TrueLook Services ID: SERVI	Live viewing, streaming video, custom time-lapsing, 24/7 security video, free-forever media storage, no data caps	Includes 30% Prepay Discount	\$279.00	36	\$10,044.00
TrueLook Services ID: SERVI	Live viewing, streaming video, custom time-lapsing, 24/7 security video, free-forever media storage, no data caps	Includes 30% Prepay Discount	\$279.00	36	\$10,044.00
TrueLook Services ID: SERVI	Live viewing, streaming video, custom time-lapsing, 24/7 security video, free-forever media storage, no data caps	Includes 30% Prepay Discount	\$279.00	36	\$10,044.00
TrueLook Services ID: SERVI	Live viewing, streaming video, custom time-lapsing, 24/7 security video, free-forever media storage, no data caps	Includes 30% Prepay Discount	\$279.00	36	\$10,044.00
Subtotal:					\$40,176.00

Shipping & Handling \$1,125.00

Taxes \$0.00

QUOTE TOTAL: \$67,851.00

I agree to the terms outlined in this document and wish to proceed with the implementation of the aforementioned products and services.

 Authorized signature for City of Laredo, TX

 Date

TrueLook Lifetime Warranty. TrueLook will repair or replace any defective camera components for the life of your TrueLook camera system. Maximum liability under the TrueLook Lifetime Warranty shall be to exchange a defective camera or component for a new camera or component of the same or comparable model. TrueLook Lifetime Warranty does not cover acts of nature or mishandling of equipment.

Money Back Guarantee. 30-day Satisfaction Guarantee begins upon receipt of equipment and is not applicable to custom-built systems.

Service Period. The service period begins once your camera goes live on your jobsite. Service automatically renews on a month-to-month basis (after any prepaid service is used) until TrueLook is notified of cancellation. Our standard rate applies for any non-prepaid months of service. Any service credits are held for 90 days. Contact your sales representative or call 1-833-TRUELOOK anytime to cancel your service.

Installation. Customer is responsible for installation of all hardware. It is the customer's responsibility to install the product per all local codes, requirements, and applicable safety standards and rules.

Shipping. Items are shipped to the address listed on the quote. Re-routing of shipments will accrue additional charges.

Order Cancellation. There is a 15% restocking fee for order cancellation. Customer is also responsible for freight charges and restocking fee for cancellation of solar equipment orders.

Terms and Conditions <https://www.truelook.com/terms-conditions/>

TrueLook may occasionally wish to use photos or videos from your camera, most often for marketing purposes. If you do not want us to use any media from your project, please check this box. Otherwise, you grant TrueLook the following: a non-exclusive, transferable, royalty-free, worldwide license to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform, promote, and display any content from your TrueLook camera. We will never share non-camera data such as mobile photo uploads, imported files, usernames, or contact info.

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Arturo Garcia, Jr., P.E. Utilities Director

SUBJECT

Authorizing the Interim City Manager to award a contract to Barcom Technology Solutions, in the amount of \$168,988.17 for the purchase of network communication routers for both the water and wastewater facilities of the Utilities Department through the State of Texas, Department of Information Resources (DIR) cooperative purchase contracts, DIR-TSO-4167. Funding is available in the Water and Sewer Construction Funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

These routers will provide the phone system survivability when communications fail and will allow phones to register locally. They will also provide the 911 dialing for plants for emergency purposes.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

To approve motion.

Fiscal Impact

Fiscal Year:

FY 21-22

Budgeted Y/N?:

Y

Source of Funds:

Construction Account

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The following accounts will be utilized:

557-4150-538-0386 - \$84,494.09

559-4240-538-0391 - \$84,494.08

Attachments

Quote



Barcom
TECHNOLOGY SOLUTIONS



Dept. of Information Resources

We have prepared a quote for you

25742 / Cisco ISR Upgrade for Utilities

Quote # 009204

Version 2

Prepared for:

City of Laredo

Arturo Gavilanes

agavilanes@ci.laredo.tx.us

Cisco Routers & 3YR Licensing/Smartnet

Item #	Manufacturer Part Number	Product Details	Price	Qty	Ext. Price
1	C8300-1N1S-6T	Cisco Catalyst C8300-1N1S-6T Router	\$6,705.87	1	\$6,705.87
2	CON-SSSNP-C830IN6T	SOLN SUPP 24X7X4 Cisco Catalyst C8300	\$6,190.14	1	\$6,190.14
3	MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	\$0.00	1	\$0.00
4	M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	\$0.00	1	\$0.00
5	C-RFID-1R	Cisco Catalyst 8000 Edge RFID - 1RU	\$0.00	1	\$0.00
6	C8300-RM-19-1R	Cisco Catalyst 8300 Rack mount kit - 19" 1R	\$0.00	1	\$0.00
7	C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	\$0.00	1	\$0.00
8	NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	\$0.00	1	\$0.00
9	TE-R-SW	TE agent for IOSXE on Enterprise Routing	\$0.00	1	\$0.00
10	IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	\$0.00	1	\$0.00
11	SC8KBEUK9-176	UNIVERSAL	\$0.00	1	\$0.00
12	PWR-CC1-250WAC	Cisco C8300 1RU 250W AC Power supply	\$0.00	2	\$0.00
13	CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	\$0.00	2	\$0.00
14	C-SM-NIM-ADPT	Cisco Catalyst SM to NIM Module Adaptor	\$887.17	1	\$887.17
15	DNA-P-T0-E-3Y	Cisco DNA Essentials On-Prem Lic 3Y	\$971.34	1	\$971.34
16	SVS-PDNA-T0-E3Y	Solution Support for SW - DNA Essential	\$211.98	1	\$211.98
17	DSTACK-T0-E	Cisco DNA Essentials Stack - upto 15M (Aggr, 30M)	\$0.00	1	\$0.00
18	NWSTACK-T0-E	Cisco Network Essentials Stack - upto 15M (Aggr, 30M)	\$0.00	1	\$0.00

Cisco Routers & 3YR Licensing/Smartnet

Item #	Manufacturer Part Number	Product Details	Price	Qty	Ext. Price
19	SDWAN-UMB-ESS	Cisco Umbrella for DNA Essentials	\$0.00	1	\$0.00
20	DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	\$0.00	1	\$0.00
21	NIM-2FXS/4FXOP	2-Port FXS/FXS-E/DID and 4-Port FXO Netw	\$878.63	1	\$878.63
22	C8300-1N1S-6T	Cisco Catalyst C8300-1N1S-6T Router	\$6,705.87	2	\$13,411.74
23	CON-SSSNP-C830IN6T	SOLN SUPP 24X7X4 Cisco Catalyst C8300	\$6,190.14	2	\$12,380.28
24	MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	\$0.00	2	\$0.00
25	M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	\$0.00	2	\$0.00
26	C-RFID-1R	Cisco Catalyst 8000 Edge RFID - 1RU	\$0.00	2	\$0.00
27	C8300-RM-19-1R	Cisco Catalyst 8300 Rack mount kit - 19" 1R	\$0.00	2	\$0.00
28	C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	\$0.00	2	\$0.00
29	NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	\$0.00	2	\$0.00
30	TE-R-SW	TE agent for IOSXE on Enterprise Routing	\$0.00	2	\$0.00
31	IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	\$0.00	2	\$0.00
32	SC8KBEUK9-176	UNIVERSAL	\$0.00	2	\$0.00
33	PWR-CC1-250WAC	Cisco C8300 1RU 250W AC Power supply	\$0.00	4	\$0.00
34	CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	\$0.00	4	\$0.00
35	C-SM-NIM-ADPT	Cisco Catalyst SM to NIM Module Adaptor	\$887.17	2	\$1,774.34
36	DNA-P-T0-E-3Y	Cisco DNA Essentials On-Prem Lic 3Y	\$971.34	2	\$1,942.68

Cisco Routers & 3YR Licensing/Smartnet

Item #	Manufacturer Part Number	Product Details	Price	Qty	Ext. Price
37	SVS-PDNA-T0-E3Y	Solution Support for SW - DNA Essential	\$211.98	2	\$423.96
38	DSTACK-T0-E	Cisco DNA Essentials Stack - upto 15M (Aggr, 30M)	\$0.00	2	\$0.00
39	NWSTACK-T0-E	Cisco Network Essentials Stack - upto 15M (Aggr, 30M)	\$0.00	2	\$0.00
40	SDWAN-UMB-ESS	Cisco Umbrella for DNA Essentials	\$0.00	2	\$0.00
41	DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	\$0.00	2	\$0.00
42	NIM-2FXS/4FXOP	2-Port FXS/FXS-E/DID and 4-Port FXO Netw	\$878.63	2	\$1,757.26
43	NIM-1MFT-T1/E1	1 port Multiflex Trunk Voice/Clear-chann	\$881.07	2	\$1,762.14
44	C8300-1N1S-6T	Cisco Catalyst C8300-1N1S-6T Router	\$6,705.87	2	\$13,411.74
45	CON-SSSNP-C830IN6T	SOLN SUPP 24X7X4 Cisco Catalyst C8300	\$6,190.14	2	\$12,380.28
46	MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	\$0.00	2	\$0.00
47	M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	\$0.00	2	\$0.00
48	C-RFID-1R	Cisco Catalyst 8000 Edge RFID - 1RU	\$0.00	2	\$0.00
49	C8300-RM-19-1R	Cisco Catalyst 8300 Rack mount kit - 19" 1R	\$0.00	2	\$0.00
50	C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	\$0.00	2	\$0.00
51	NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	\$0.00	2	\$0.00
52	TE-R-SW	TE agent for IOSXE on Enterprise Routing	\$0.00	2	\$0.00
53	IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	\$0.00	2	\$0.00
54	SC8KBEUK9-176	UNIVERSAL	\$0.00	2	\$0.00

Cisco Routers & 3YR Licensing/Smartnet

Item #	Manufacturer Part Number	Product Details	Price	Qty	Ext. Price
55	PWR-CC1-250WAC	Cisco C8300 1RU 250W AC Power supply	\$0.00	4	\$0.00
56	CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	\$0.00	4	\$0.00
57	C-SM-NIM-ADPT	Cisco Catalyst SM to NIM Module Adaptor	\$887.17	2	\$1,774.34
58	DNA-P-T0-E-3Y	Cisco DNA Essentials On-Prem Lic 3Y	\$971.34	2	\$1,942.68
59	SVS-PDNA-T0-E3Y	Solution Support for SW - DNA Essential	\$211.98	2	\$423.96
60	DSTACK-T0-E	Cisco DNA Essentials Stack - upto 15M (Aggr, 30M)	\$0.00	2	\$0.00
61	NWSTACK-T0-E	Cisco Network Essentials Stack - upto 15M (Aggr, 30M)	\$0.00	2	\$0.00
62	SDWAN-UMB-ESS	Cisco Umbrella for DNA Essentials	\$0.00	2	\$0.00
63	DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	\$0.00	2	\$0.00
64	C8300-NIM-BLANK	Cisco Catalyst 8300 Edge NIM Blank	\$0.00	2	\$0.00
65	C8300-1N1S-6T	Cisco Catalyst C8300-1N1S-6T Router	\$6,705.87	1	\$6,705.87
66	CON-SSSNP-C830IN6T	SOLN SUPP 24X7X4 Cisco Catalyst C8300	\$6,190.14	1	\$6,190.14
67	MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	\$0.00	1	\$0.00
68	M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	\$0.00	1	\$0.00
69	C-RFID-1R	Cisco Catalyst 8000 Edge RFID - 1RU	\$0.00	1	\$0.00
70	C8300-RM-19-1R	Cisco Catalyst 8300 Rack mount kit - 19" 1R	\$0.00	1	\$0.00
71	C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	\$0.00	1	\$0.00

Cisco Routers & 3YR Licensing/Smartnet

Item #	Manufacturer Part Number	Product Details	Price	Qty	Ext. Price
72	NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	\$0.00	1	\$0.00
73	TE-R-SW	TE agent for IOSXE on Enterprise Routing	\$0.00	1	\$0.00
74	IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	\$0.00	1	\$0.00
75	SC8KBEUK9-176	UNIVERSAL	\$0.00	1	\$0.00
76	PWR-CC1-250WAC	Cisco C8300 1RU 250W AC Power supply	\$0.00	2	\$0.00
77	CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	\$0.00	2	\$0.00
78	C-SM-NIM-ADPT	Cisco Catalyst SM to NIM Module Adaptor	\$887.17	1	\$887.17
79	DNA-P-T0-E-3Y	Cisco DNA Essentials On-Prem Lic 3Y	\$971.34	1	\$971.34
80	SVS-PDNA-T0-E3Y	Solution Support for SW - DNA Essential	\$211.98	1	\$211.98
81	DSTACK-T0-E	Cisco DNA Essentials Stack - upto 15M (Aggr, 30M)	\$0.00	1	\$0.00
82	NWSTACK-T0-E	Cisco Network Essentials Stack - upto 15M (Aggr, 30M)	\$0.00	1	\$0.00
83	SDWAN-UMB-ESS	Cisco Umbrella for DNA Essentials	\$0.00	1	\$0.00
84	DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	\$0.00	1	\$0.00
85	NIM-1MFT-T1/E1	1 port Multiflex Trunk Voice/Clear-chann	\$881.07	1	\$881.07
86	NIM-1MFT-T1/E1	1 port Multiflex Trunk Voice/Clear-chann	\$881.07	1	\$881.07
87	C8300-1N1S-6T	Cisco Catalyst C8300-1N1S-6T Router	\$6,705.87	2	\$13,411.74
88	CON-SSSNP-C830IN6T	SOLN SUPP 24X7X4 Cisco Catalyst C8300	\$6,190.14	2	\$12,380.28

Cisco Routers & 3YR Licensing/Smartnet

Item #	Manufacturer Part Number	Product Details	Price	Qty	Ext. Price
89	MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	\$0.00	2	\$0.00
90	M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	\$0.00	2	\$0.00
91	C-RFID-1R	Cisco Catalyst 8000 Edge RFID - 1RU	\$0.00	2	\$0.00
92	C8300-RM-19-1R	Cisco Catalyst 8300 Rack mount kit - 19" 1R	\$0.00	2	\$0.00
93	C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	\$0.00	2	\$0.00
94	NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	\$0.00	2	\$0.00
95	TE-R-SW	TE agent for IOSXE on Enterprise Routing	\$0.00	2	\$0.00
96	IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	\$0.00	2	\$0.00
97	SC8KBEUK9-176	UNIVERSAL	\$0.00	2	\$0.00
98	PWR-CC1-250WAC	Cisco C8300 1RU 250W AC Power supply	\$0.00	4	\$0.00
99	CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	\$0.00	4	\$0.00
100	C-SM-NIM-ADPT	Cisco Catalyst SM to NIM Module Adaptor	\$887.17	2	\$1,774.34
101	DNA-P-T0-E-3Y	Cisco DNA Essentials On-Prem Lic 3Y	\$971.34	2	\$1,942.68
102	SVS-PDNA-T0-E3Y	Solution Support for SW - DNA Essential	\$211.98	2	\$423.96
103	DSTACK-T0-E	Cisco DNA Essentials Stack - upto 15M (Aggr, 30M)	\$0.00	2	\$0.00
104	NWSTACK-T0-E	Cisco Network Essentials Stack - upto 15M (Aggr, 30M)	\$0.00	2	\$0.00
105	SDWAN-UMB-ESS	Cisco Umbrella for DNA Essentials	\$0.00	2	\$0.00
106	DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	\$0.00	2	\$0.00

Cisco Routers & 3YR Licensing/Smartnet

Item #	Manufacturer Part Number	Product Details	Price	Qty	Ext. Price
107	C8300-NIM-BLANK	Cisco Catalyst 8300 Edge NIM Blank	\$0.00	2	\$0.00

Subtotal: **\$125,892.17**

3YR Collaboration Flex Plan 3.0

Item #	Manufacturer Part Number	Product Details	Price	Qty	Ext. Price
108	A-FLEX-3	A-FLEX-3 Collaboration Flex Plan 3.0	\$0.00	1	\$0.00
109	SVS-FLEX-SUPT-BAS	SVS-FLEX-SUPT-BAS Basic Support for Flex Plan	\$0.00	1	\$0.00
110	A-FLEX-STD-CUBE	A-FLEX-STD-CUBE CUBE Standard Trunk Session License, 36 months	\$72.03	50	\$3,601.50
111	A-FLEX-SRST-ADD	A-FLEX-SRST-ADD SRST Endpoints Addon -1, 36 months	\$32.29	50	\$1,614.50

Subtotal: **\$5,216.00**

Professional Services

Description	Price	Qty	Ext. Price
Professional Services – IT Support	\$37,880.00	1	\$37,880.00
Project Management			
Project Management Review of Project Details			
Conduct Internal Kickoff Meeting			
Conduct Client Kickoff Meeting			
Timeline for Project and Documentation (if required)			
Project Status Meetings (All Resources)			
Discovery and Planning Phase			
Identify rack and power requirements			
Review existing environment			
Identify requirements for new environment (IP addressing, host-names, etc)			
Develop migration and cut-over plan			
Develop documentation			

Professional Services

Description	Price	Qty	Ext. Price
Implementation Phase			
Rack and cable two UCS servers and two routers			
Upgrade Vmware and deploy Prime Collaboration Deployment VM			
Communications Manager - Migrate and upgrade application			
Communications Manager - Perform backup of upgraded application			
Communications Manager - Obtain new licensing/register on Smart Account			
Communications Manager - Add replacement phones to system/delete deprecated phones			
Contact Center Express - Migrate and upgrade application			
Contact Center Express - Perform backup of upgraded application			
Contact Center Express - Obtain new licensing			
Contact Center Express - Perform script validation			
Contact Center Express - Test Finesse application			
IM and Presence Service - Migrate and upgrade application			
Unity Connection - Migrate and upgrade application			
Unity Connection - Integrate with CUCM and Exchange			
Unity Connection - Perform backup of application			
Voice Gateways - Upgrade IOS and apply configuration			
Training			
Contact Center Agent Training			
Admin Knowledge Transfer			
Cut-over and Support			
Cut-over and Testing			
Day 1 Support			
Project Closure			
Update Documentation			
Project Completion and Acceptance Review Meeting			
Internal Project Closure			

Subtotal: **\$37,880.00**

25742 / Cisco ISR Upgrade for Utilities

Prepared by:

Barcom Technology Solutions

Rod Tanner
(210) 930-6960
rtanner@barcoment.com

Prepared for:

City of Laredo

5816 Daugherty
Laredo, TX 78041
Arturo Gavilanes
(956) 727-6541
agavilanes@ci.laredo.tx.us



Quote Information:

Quote #: 009204

Version: 2
Contract #: DIR-TSO-4167
Delivery Date: 09/09/2022
Expiration Date: 10/03/2022

Quote Summary

Description	Amount
Cisco Routers & 3YR Licensing/Smartnet	\$125,892.17
3YR Collaboration Flex Plan 3.0	\$5,216.00
Professional Services	\$37,880.00
Total:	\$168,988.17

Due upon delivery, Applicable tax and shipping is not included in the prices above.

Barcom Technology Solutions

City of Laredo

Signature: _____

Name: Rod Tanner

Title: Enterprise Solutions Executive

Date: 09/09/2022

Signature: _____

Name: Arturo Gavilanes

Date: _____

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Aileen Ramos

SUBJECT

Discussion with possible action on the status of the Sister Cities Agreements and Donations process to prioritize communities within a 75-mile radius of Laredo. Vehicles and equipment to be considered for donation must have been sent to auction and not sold. Vehicles and equipment must be determined to have zero value and must not be in use by any City department, and any other matters incident thereto.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

In total Laredo has 50 Sister City agreements, with only 5 of them active and 2 more seeking to be reactivated.

In 2018 a new process was implemented, any city seeking to sign a Sister Cities agreement with Laredo must go through the enclosed process.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff Recommends the process.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No Financial Impact

Attachments

Sister Cities Program 2022



MEMORANDUM

Date: August 8, 2022

To: Rosario C. Cabello, Interim City Manager
Steve Landin, Assistant City Manager
Riazul Mia, Assistant City Manager

From: Aileen Ramos, Convention and Visitors Bureau Director

Re: City of Laredo – Sister Cities Agreements and Donations Program

SISTER CITIES PROGRAM

Sister Cities International was created at President Eisenhower's 1956 White House summit on citizen diplomacy, where he envisioned a network that would be a champion for peace and prosperity by fostering bonds between people from different communities around the world. President Eisenhower reasoned that people from different cultures could understand, appreciate, and celebrate their differences while building partnerships that would lessen the chance of new conflicts.

A sister city, county, or state relationship is a broad-based, long-term partnership between two communities in two countries. A relationship is officially recognized after the highest elected or appointed official from both communities sign off on an agreement to become sister cities.

A city may have any number of sister cities, with community involvement ranging from a half dozen to hundreds of volunteers. In addition to volunteers, sister city organizations can include representatives from nonprofits, municipal governments, the private sector, and other civic organizations.

Each sister city organization is independent and pursues the activities and thematic areas that are important to them and their community including municipal, business, trade, educational, and cultural exchanges and projects with their sister city.

The program was implemented in Laredo in 1984 with the agreement between the City of Laredo and Murray Bridge, Australia and in November of 1986 with Nuevo Laredo, Tamaulipas.

A. AGREEMENTS

In total Laredo has 50 Sister City agreements, with only 5 of them active and 2 more seeking to be reactivated.

In Mexico:

	City	State	Country	SRE	Status
1	Acambaro	Guanajuato	México	Yes	Not Active
2	Angostura	Michoacan	México	No	Not Active
3	Campeche	Yucatan	México	Yes	Not Active
4	Cerralvo	Nuevo Leon	México	Yes	Not Active
5	Cienega de Flores	Nuevo Leon	México	Yes	Not Active
6	Ciudad Valles	San Luis Potosi	México	Yes	Not Active
7	Corregidora	Queretaro	México	No	Not Active
8	Cuautla	Morelos	México	No	Not Active
9	Cuernavaca	Morelos	México	Yes	Not Active
10	Escobedo	Nuevo Leon	México	Yes	Not Active
11	Francisco I Madreo	Coahuila	México	No	Not Active
12	General Teran	Nuevo Leon	México	Yes	Not Active
13	Guadalajara	Jalisco	México	Yes	Not Active
14	Guadalupe	Nuevo Leon	México	Yes	Active
15	Jalpan de Serra	Queretaro	México	No	Active
16	Jerez de Garcia Salinas	Zacatecas	México	Yes	Not Active
17	Lampazos de Naranjo	Nuevo Leon	México	Yes	Not Active
18	Lazaro Cardenas	Michoacan	México	Yes	Not Active
19	Leon	Guanajuato	México	Yes	Not Active
20	Los Herreras	Nuevo Leon	México	Yes	Not Active
21	Mexxicacan	Jalisco	México	Yes	Not Active
22	Monclova	Coahuila	México	Yes	Not Active
23	Montemorelos	Nuevo Leon	México	No	Not Active
24	Nuevo Laredo	Tamaulipas	México	Yes	Active
25	Papantla	Veracruz	México	Yes	Not Active
26	Pesqueria	Nuevo Leon	México	No	Not Active
27	Rio Verde	San Luis Potosi	México	No	Not Active
28	San Luis Potosi	San Luis Potosi	México	No	Not Active
29	San Mateo Atenco	Estado de México	México	Yes	Active
30	San Miguel de Allende	Guanajuato	México	Yes	Not Active
31	Tepatitlán	Jalisco	México	Yes	Not Active
32	Tijuana	Baja California	México	Yes	Not Active
33	Tlahualilo	Durango	México	Yes	Not Active
34	Tonala	Jalisco	México	Yes	Not Active
35	Torreón	Coahuila	México	Yes	Not Active
36	Uruapan	Michoacan	México	Yes	Active
37	Veracruz	Veracruz	México	Yes	Not Active

***SRE** is the Secretaria de Relaciones Exteriores in Mexico (the equivalent of the Secretary of State) and any Mexican city that signs an international agreement must register it with the SRE to make it valid in Mexico.

***Active** – We consider an agreement as “active” when there is currently an exchange of projects, information, programs, etc. between both communities. This does not include equipment donations or the participation of a city and or its artisans in the Laredo International Sister Cities Festival.

Outside of Mexico:

	City	Country	Status
1	San Antonio de Areco	Argentina	Not Active
2	Murray Bridge	Australia	Not Active
3	Chenzhou	China	Not Active
4	Wenzhou	China	Not Active
5	Wuwei	China	Not Active
6	Zixing	China	Not Active
7	La Cruz de Guanacaste	Costa Rica	Not Active
8	Belfast	Ireland	Not Active
9	Galway	Ireland	Not Active
10	Lower Hutt	New Zealand	Not Active
11	Cantabria	Spain	Not Active
12	Laredo	Spain	Not Active
13	Tainan City	Taiwan	Not Active

There are other agreements that do not fall into the Sister Cities Agreement category, they are signed between the City of Laredo and States or State Agencies. There are currently 3 active agreements of this type.

- CODEFRONT Nuevo Leon
- State of Nuevo Leon
- Secretaria de Desarrollo Económico (SEDECO), Jalisco

B. AGREEMENT PROCESS

In 2018 a new process was implemented, any city seeking to sign a Sister Cities agreement with Laredo must go through the following process:

1. The city or municipality seeking an agreement with Laredo must send an official letter of intention including the main reason for seeking the agreement.
2. Must complete a form that includes the following questions:
 - a. How can both communities interact in projects regarding: Logistics and trade, education and culture, tourism and economic development.

- b. Provide a short term as well as a long-term plan for those objectives
3. If the submission provides elements that demonstrate that the agreement will be mutually beneficial then it is presented to Management and included in the Agenda for Council approval.

If the request for a Sister Cities agreement is approved by Council, staff contacts the requesting city to develop a plan and logistics for mutual visits and the signing of the agreement in both cities. It is preferred that the signing in Laredo happen during the Laredo International Sister Cities Festival.

C. AFTER THE SIGNING OF THE AGREEMENT

Once the agreement has been signed in at least one of the cities, and based on the initial forms and the conversations during the meeting of both communities, the CVB and Casa Laredo teams work to connect the different departments with their counterpart in the new sister city. This interaction allows for the projects that were presented to begin, previous approval by Management.

D. EQUIPMENT DONATIONS

A city does not need a Sister Cities Agreement to receive a donation.

The Laredo Convention & Visitors Bureau manages the process for international donations with the authorization of Management and the approval from City Council.

For donations to Mexican municipalities

As per the Mexican State Department, the Secretaria de Relaciones Exteriores (SRE), the entities that can receive charitable donations are:

- Federal, State and Municipal Governments,
- Authorized agencies of each level of government,
- Non-tax payer organizations with authorization to receive contributions. Must be registered at Mexican Customs Authority.

According to foreign trade rules, all charitable donations received in Mexico, originated in different countries, may be benefited by tax exemption, if those are destined the following purposes: Culture, Teaching, Research, Public health, Social service.

It is convenient than both, donors and receiving entities, follow the rules and regulations enforced by the Mexican Customs Authority (Sistema de Administración Tributaria SAT) regarding charitable donations.

E. DONATION PROCESS

1. The City of Laredo receives the requests from different municipalities (with or without agreements) for the donation of equipment, from vehicles to office equipment.

The City of Laredo first priority is to its neighboring communities, after that preference is given to communities with active Sister Cities Agreements; with Management's authorization we contact the different department to confirm availability of equipment that could be donated. All equipment considered for donation should:

- Not be in use by the department
- Already have been through the auction process
- Already be depreciated and have a book value of zero (0)
- Come from funds that allow donations

The City of Laredo donates the equipment as is and does not assume any liability associated with the use after they have been transferred.

2. Once the equipment for the potential donation is identified an item is presented to the City Council for approval, including: Municipality receiving the donation, unit number and description, what purpose will the equipment serve, fund source and book value (should equal zero).
3. If the donation is approved by City Council
 - a. A letter goes out to the municipality advising them of the approval with the same information that was included in the Council agenda.
 - b. The Department from which the equipment is being donated is also advised of the approval.
 - c. In case of vehicle donations, the Fleet Department is also advised so they can request the signature from Management on the vehicle titles.
4. The equipment is donated as is and the receiving municipality should:
 - a. Assign a person that will pick up the equipment and provide their contact information (a matching ID is required to pick up the equipment)
 - b. Pick up the equipment at its current location
 - c. Make any necessary repairs or provide any additional vehicles and/or equipment to transport the donation to their municipality.
 - d. Make the necessary arrangements with a customs broker and with their country's customs authorities

City Council-Regular

Meeting Date: 09/19/2022

Staff Source: Doanh T. Nguyen, City Attorney

SUBJECT

Discussion with possible action regarding the monitoring of credit service businesses AKA payday loan lenders in an effort to reduce abusive and predatory lending.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

During the September 6th council meeting, a citizen raised concerns regarding the lending practices of "payday loan lenders." Staff was asked to review the issue and present possible solutions to city council.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario C. Cabello, Interim City Manager;

Staff Source: Jose F. Castillo, Acting Finance Director

SUBJECT

Presentation of the Plan of Finance by Noe Hinojosa of Estrada-Hinojosa & Company, Inc., as it relates to various proposed bond issuances, with possible action.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The City of Laredo is proposing to issue various bonds to finance various projects. The proposed bonds include \$48.5 million in Certificates of Obligation, a Sports & Community Venue Sales Tax Revenue Bond in the estimated amount of \$15 million and a Bridge Revenue Bond in the estimated amount of \$6 million.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approve Plan of Finance

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

n/a

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Doanh "Zone" T. Nguyen

SUBJECT

Executive Session pursuant to the Texas Government Code Section 551.071 and the Texas Disciplinary Rules of Professional Conduct Rule 1.05 to consult with attorneys concerning legal issues regarding the contemplated litigation by Ms. Kristina K. Laurel Hale, and return to open session for possible action if necessary.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

None.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

None.

City Council-Regular

Meeting Date: 09/19/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Doanh "Zone" T. Nguyen, City Attorney

SUBJECT

Executive Session pursuant to Texas Government Code Section 551.071 and the Texas Disciplinary Rules of Professional Conduct Rule 1.05 to consult with attorneys concerning legal issues regarding collective bargaining matters and the Collective Bargaining Negotiations between the City of Laredo, Texas and the Laredo Fire Fighters Association, Local 872, and return to open session for possible action if necessary.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

None.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

None.
