

# CITY OF LAREDO

## CITY COUNCIL MEETING

A-2022-R-05

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

## CITY COUNCIL CHAMBERS

1110 HOUSTON STREET

LAREDO, TEXAS 78040

April 4, 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.

### Strategic Outcomes



**Dynamic and Sustainable**



**Excellent and Connected**



**Planned and Moving**



**Welcoming and Equitable**



**Prosperous and Affordable**



**Healthy and Safe**

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. MOMENT OF SILENCE**

**IV. ROLL CALL**

**V. MINUTES**

**Approval of the minutes of March 9, 2022 and March 21, 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](https://www.cityoflaredo.com/council-agendas.html) 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 Captain Cesar A. Merla from the Texas Army National Guard for his dedication and hard work over the years and most importantly through COVID-19. Captain Merla was assigned to lead vaccination drives, water disruptions, tent deployment, and many more endeavors led by the National Guard.

**VII. COMMUNICATIONS**

**VIII. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES**

1. Appointment by Council Member Dr. Marte A. Martinez of Sandra Cavazos Ayala to the Laredo Commission for Women.

**IX. PUBLIC HEARINGS**

1. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Conditional Use Permit for an Accounting Office - Certified Public Accountant (CPA) on Lot 23, Block 2, Del Mar Hills, Section 1, Area "B", located at 1 Candlewood Road.

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

**ZC-021-2022**  
**District VII**

2.  **Prosperous and Affordable**

**Public Hearing and Introductory Ordinance** creating the Hamilton Housing Apartments Fund, appropriating revenues and expenditures in the amount of \$527,500.00, and amending the FY21-22 Full Time Equivalent (FTE) position listing by adding one (1) Administrative Assistant II, R35 position, one (1) Building Maintenance Supervisor, R34

position, two (2) Building Maintenance Mechanics, R28 positions, and one (1) Clerk II, R25 position. The Community Development Department's Municipal Housing Division will assist the Laredo Housing Finance Corporation (LHFC) by managing the daily operations of the Hamilton Housing Apartments. The Community Development Department will also continue collaborating with the LHFC Board of Directors with setting up objectives, monitoring revenues and expenditures, and assisting with providing solutions.

3.



### **Healthy and Safe**

**Public Hearing and Introductory Ordinance** authorizing the Interim City Manager to accept and enter into a contract with the Texas Department of State Health Services, and amending the Health Department Fund FY21-22 budget by appropriating revenues and expenditures in the amount of \$75,000.00, for the total of \$575,000.00 and amending the FY21-22 Full Time Equivalent (FTE) Position Listing by adding one (1) Health Equity Analyst, R36 position for the City of Laredo Health Department, for the term period from September 1, 2021, through May 31, 2023. No grant match required.

4.

**Public Hearing and Introductory Ordinance** authorizing the Interim City Manager to amend the FY21-22 Full-time Equivalent (FTE) Position Listing by adding two (2) Paralegals, R32 positions for the City of Laredo Municipal Court. Funding is available through the Laredo Municipal Court.

5.

**Public Hearing and Introductory Ordinance** authorizing the Interim City Manager to amend the FY21-22 Transit Center Facility Budget by appropriating revenues and expenditures in the amount of \$308,501.00. Funds will be used to purchase 1.) one elevator in the amount of \$148,340.00, 2.) parking garage equipment \$100,161.00, and 3.) contractual professional services \$60,000.00.

**(Recess)  
(Press Availability)**

## **X. INTRODUCTORY ORDINANCES**

6.



### **Prosperous and Affordable**

Ratification of the Interim City Manager's execution of all necessary documents granting a perpetual easement and right-of-way containing 205.13 square feet to AEP Texas Central Company to install and construct certain electric distribution facilities. Said easement would be located on a property legally described as Tract 7, .06830 acres more or less out of a 14.50 acre tract as per assignment and assumption of a ground lease between Crossett Development I LLC and 2310 Saunders, LLC, situated in Survey 799 - Abstract 238 Original Laredo Town Tract, City of Laredo, Webb County Texas, as recorded in Volume 4546, page, 627 Webb County Official Records out of Block 1, Laredo Airport as recorded in Volume 5, page 1, Webb County Public Records, as depicted in Exhibit A and B; providing for an effective date.

## XI. FINAL READING OF ORDINANCES

7. **2022-O-039** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1 and part of Lot 2, Block 1696, Eastern Division, located at 2801 East Musser Street, from R-3 (Mixed Residential District) to B-1 (Limited Business District).

**ZC-014-2022**  
**District II**

8. **2022-O-040** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 10.1752 acres situated in Porcion 29, Juan Bautista Villarreal, Original Grantee, Abstract 3086, Webb County, Texas, said tract of land called to contain 10.16 acres, conveyed to Killam Development Limited, as recorded in Volume 3441, Page 9, Official Public Records of Webb County, Texas, and originally out of Tract "K-5" conveyed to Killam Ranch Properties, Limited, as recorded in Volume 1385, Page 300, Official Public Records of Webb County, Texas, located north of Clark Boulevard and west of Bob Bullock Loop (behind Walmart) from B-3 (Community Business District) to B-4 (Highway Commercial District).

**ZC-026-2022**  
**District IV**

9. **2022-O-041** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for a mini-storage / warehouse on Lot 1, Block 1, Lago Del Mar Subdivision, Unit 16, located at 2519 East Del Mar Boulevard.

**ZC-027-2022**  
**District V**

10. **2022-O-042** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 119 F, Block 3, San Isidro Southwest - Antler Crossing Subdivision, Phase 5, located at 1511 San Isidro Parkway, from B-4 (Highway Commercial District) to B-3 (Community Business District).

**ZC-023-2022**  
**District VI**

11. **2022-O-043** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Planned Unit Development Overlay Zone of B-3-PUD (Community Business District Planned Unit Development) for townhomes on Lot 119 F, Block 3, San Isidro Southwest - Antler Crossing Subdivision, Phase 5, located at 1511 San Isidro Parkway.

**ZC-020-2022**  
**District VI**

12. **2022-O-044** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 14.98 acre tract of land, made up of a 9.98 acre tract of land, conveyed to 501 Imperial Partners, L.P., described in deed recorded in Volume 4343, pages 276-284, Official Public Records, Webb County, Texas, and Tract A, a 2.50 acre tract of land, conveyed to 501 Webb Realty, LLC, described in deed recorded in Volume 4845, pages 730-734, Official Public Records, Webb County, Texas, and Tract B, a 2.50 acre tract of land, conveyed to 501 Webb Realty, LLC, described in deed recorded in Volume 4723, pages 868-871, Official Public Records, Webb County, Texas, situated in Porcion 22, Dona Maria Jesus Sanchez, Abstract 277, Webb County, Texas, located south of Monaco Boulevard and Larvotto Loop and north of Shiloh Drive, from R-2 (Multi-Family Residential District) and B-3 (Community Business District) to R-1B (Single Family High Density District).

**ZC-029-2022**  
**District VI**

13. **2022-O-045** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning of Lot 119E, Block 3, San Isidro Southwest Antler Crossing Subdivision, Phase 5, located at 1557 San Isidro Parkway from B-4 (Highway Commercial District) to R-2 (Multi-Family Residential District).

**ZC-030-2022**  
**District VI**

14. **2022-O-046** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Planned Unit Development Overlay Zone of R-2-PUD (Multi-Family Residential District Planned Unit Development) for duplexes on Lot 119 E, Block 3, San Isidro Southwest - Antler Crossing Subdivision, Phase 5, located at 1557 San Isidro Parkway.

**ZC-031-2022**  
**District VI**

15. **2022-O-047** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning of Lots 119A, 119B and 119C, Block 3, San Isidro Southwest - Antler Crossing Subdivision, Phase 5, located at 9880, 9820 and 9814 Springfield Avenue (respectively), from B-4 (Highway Commercial District) to B-3 (Community Business District).

**ZC-032-2022**  
**District VI**

16. **2022-O-048** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 0.53 acres comprised of 0.31 acres of Tract I, a 14.78 acres Tract I, and 0.22 acres of Tract IV, a 1.66 acre easement and right of way Tract, recorded in Volume 1261, pages 834-842, Webb County Deed Records, situated in Porcion 9 Blas Maria Dias Original Grantee, A-38, Webb County, Texas, located at west of FM 1472 and south of Thesiel Road from AG (Agricultural District) to M-1 (Light Manufacturing District).

**ZC-017-2022**  
**District VII**

17.



**Planned and Moving**

**2022-O-049** Authorizing the Interim City Manager to appropriate funds in the amount of \$8,753,532.00 awarded by the Federal Transit Administration (FTA) FY21 American Rescue Plan (ARP) Grant TX-2022-015-00 by increasing revenues and expenses for the FY21-22 Transit Budget. Funding is provided through the COVID-19 Stimulus Package passed by the 117th United States Congress signed into law by President Joe Biden on March 11, 2021. Funding will be dispensed at a 100% federal share with no local match required and will be available to support operating assistance and maintenance for the El Metro Bus Operations.

18.



**Planned and Moving**

**2022-O-050** Authorizing the Interim City Manager to appropriate funds in the amount of \$1,529,460.00 awarded by the Federal Transit Administration (FTA) Section 5307 Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) grant No. TX-2022-012-00 by increasing revenues and expenses for the FY21-22 Transit Budget. Funding is provided through the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) (H.R.132). Funding will be dispensed at a 100% federal share with no local match and will be able to support operating assistance and maintenance for El Metro Bus Operations.

19.



**Prosperous and Affordable**

**2022-O-051** Amending the City of Laredo Noise Abatement Fund FY21-22 annual budget by increasing revenues and expenditures in the amount of \$75,000.00 and authorizing the Interim City Manager to execute all necessary documents related to the grant agreement between Frontier Energy, Inc. and the City of Laredo Municipal Housing for the AEP Central Division/Targeted Low-Income Program. The program will provide for the replacement of complete central air conditioning and heating units for at least 16 Noise Abatement home properties. The total project cost is \$105,000.00, which includes a City match of \$30,000.00. Funding for the grant match is available in the Noise Abatement Fund.

20.

**2022-O-052** Authorizing the Interim City Manager to amend the City of Laredo FY21-22 Max A. Mandel Municipal Golf Course budget by appropriating revenues and expenditures in the amount of \$80,000.00. Revenues are from funds generated by the Max Mandel Golf Course charges for the Capital Replacement Project. Funds will be used for the acquisition of equipment necessary for the maintenance of the Max A. Mandel Municipal Golf Course.

21.

**2022-O-053** Amending the City of Laredo's FY21-22 Bridge System Construction Fund by appropriating revenues and expenditures in the amount of \$4,325,000.00 for the City's participation and contribution to a joint project with the Texas Department of Transportation and specifically the contribution of Right-of-Way funds for highway improvements on North US 59 Loop (formerly known as State Loop 20 and Bob Bullock Loop) including the segment from East Corridor Road (Airport) to 0.36 mile South of University Blvd, from 0.36 miles South of University Blvd. to 0.51 miles South of Shiloh Drive and from 0.51 miles South of Shiloh Drive to International Blvd. Funding for this project is from the State

Infrastructure Bank Loan.

22. **2022-O-054** Authorizing the Interim City Manager to accept and amend the City of Laredo FY21-22 Capital Improvement Fund by appropriating revenues and expenditures in the total amount of \$40,000.00. Revenues are from three donations; \$20,000.00 provided by Pinnacle, \$10,000.00 provided by San Isidro Management and \$10,000.00 provided by Fasken Oil and Ranch LTD. The expenditures will be utilized for the Fasken Tree House Improvements.

23. **2022-O-055** Authorizing the Interim City Manager to enter into a lease agreement with Literacy Volunteers of Laredo for use of approximately 279 sq. ft. of office space identified as A102 located at the Lamar Bruni Vergara Inner City Branch Library; and providing for an effective date.

24.  **Prosperous and Affordable**

**2022-O-056** Authorizing the Interim City Manager to execute an amendment to the lease agreement between the City of Laredo, as Lessor, and Signature Flight Support, LLC, as Lessee, as approved by Ordinance No. 95-O-157 on August 7, 1995, and amendments approved by Ordinance No. 2020-O-155 on December 7, 2020, and Ordinance No. 2021-O-057 on February 1, 2021, to increase the lease premises from approximately 4,500 square feet to approximately 5,316 square feet and to increase the rent from \$3,669.75 to \$4,338.87 with an annual adjustment according to changes in the Consumer Price Index (CPI). All other terms and conditions remain unchanged and in effect.

25.  **Prosperous and Affordable**

**2022-O-057** Authorizing the Interim City Manager to execute an amendment to lease agreement between the City of Laredo, as Lessor, and Signature Flight Support, LLC, as Lessee, approved by Ordinance No. 2008-O-241, approved on December 1, 2008, and amendments approved by Ordinance No. 2011-O-147, on November 7, 2011, Ordinance No. 2020-O-155, approved December 7, 2020, and Ordinance No. 2021-O-041 on February 1, 2021, to decrease the leased premises from 9,882 square feet to 9,843 square feet and to decrease the rent from \$1,295.12 to \$1,290.05 with an annual adjustment according to changes in the Consumer Price Index (CPI). All other terms and conditions remain unchanged and in effect.

26.  **Prosperous and Affordable**

**2022-O-058** Authorizing the Interim City Manager to execute an amendment to lease agreement between the City of Laredo, as Lessor, and Signature Flight Support, LLC, as Lessee, approved by Ordinance No. 95-O-158, approved on August 7, 1995, and amendments approved by Ordinance No. 2020-O-155 on December 7, 2020, and Ordinance No. 2021-O-041 on February 1, 2021, to increase the leased premises from approximately 4,500 square feet to approximately 10,737 square feet and to increase the rent from \$737.12 to \$1,735.15 with an annual adjustment according to changes in the Consumer Price Index (CPI). All other terms and conditions remain unchanged and in

effect.

## **XII. 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.**

### **BUILDING: STAFF SOURCE JOHN HICKLE, BUILDING DIRECTOR**

27. **2022-R-008** Authorizing and approving a fee waiver and a tax abatement agreement between the City of Laredo and Izzamary Torres for a proposed project located at 3304 East Frost Street, Lot 2, Block 1 Paul Young Subdivision that consists of one single family residence, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$193,962.00, estimated annual tax abatement total of \$1,195.25 and estimated total fee waivers of \$1,475.69. The guidelines and criteria for the agreement are set forth in the attached agreement and information.

### **COMMUNITY DEVELOPMENT: STAFF SOURCE TINA MARTINEZ, COMMUNITY DEVELOPMENT DIRECTOR**

28. Authorizing the Interim City Manager to amend the Emergency Solutions Grant - Coronavirus (ESG-CV) contracts with Bethany House of Laredo, Inc., Holding Institute, and Catholic Charities by increasing the total amount awarded to each agency by an additional \$290,281.00 in funding. The additional awarded fund will be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance. These available ESG-CV funds must be utilized for eligible ESG activities.

### **ENGINEERING: STAFF SOURCE RAMON E. CHAVEZ, CITY ENGINEER**

29.



#### **Dynamic and Sustainable**

Consideration for approval of the selection of the top ranked consultant for RFQ FY22-ENG-14 Construction Materials Quality Testing and Subsurface Exploration Services for the Sports Complex Venue and authorization to negotiate and execute a professional services contract. Five (5) responses were received at the City Secretary's Office on March 10, 2022, and publicly opened, read and taken under advisement on March 11, 2022. The evaluation committee recommends the selection of Howland Engineering & Surveying Co., Inc. There is no financial impact at this time.

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



30. Consideration to award annual supply contract FY22-045 to the following vendors:

1. Fastenal Company, Laredo, Texas;
2. Eagle Supply, Laredo, Texas;
3. South Texas Specialties, Laredo, Texas;
4. Dooley Tackeberry, Deer Park, Texas;

in an amount of up to \$300,000.00 annually for providing general safety supplies to all City departments. This contract establishes discount percentage pricing for those safety supplies most commonly utilized by City departments. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract may be extended for three, additional one (1) year periods, upon mutual agreement of the parties. All items will be purchased on an as-needed basis and funding will be secured from the user departmental budgets.

31. Consideration to renew contract FY20-046 Safety Footwear II for City of Laredo employees, to the following vendors: Al & Rob Sales - Laredo, TX, and Cavender's Western Outfitters - Laredo, TX. The amount for this contract is approximately \$140,000.00 annually. The term of this contract is for two (2) years, subject to future appropriations. This is the last extension period for this contract. Funding for this contract is available in the respective City departments' operational budget.

**FIRE: STAFF SOURCE GUILLERMO HEARD, FIRE CHIEF**

32. Consideration to ratify a purchase contract with exclusive dealer Richardson Apparatus LLC, Johnson City, TX, for a cumulative amount of \$84,121.72 and to further authorize future related expenditures for an amount not to exceed \$125,000.00 for the purchase of safety gear that includes, but is not limited to rescue suits, hoods, gloves, and boots. Firefighters need specialized and certified safety gear that complies with the National Fire Protection Association. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is subject to future appropriations. Funding for this contract is available in the General Fund - Fire Department.

33. Consideration to renew contract with Rotex Truck Center Inc, Laredo, TX for service repairs through BuyBoard Cooperative Contract # 629-20 in an estimated annual amount of \$67,500.00. This service contract is for original equipment manufacturer parts and repairs for the City of Laredo Fire Department EMS Ambulances which need to be operational at all times for emergency calls. The term of this renewal shall be for a period of two (2) years beginning as of the date of its execution and is subject to future appropriations. This is the last renewal for this service. Funding is available in the General Fund - Fire Department.

**HEALTH: STAFF SOURCE RICHARD A. CHAMBERLAIN, HEALTH DIRECTOR**

34.



**Healthy and Safe**

**2022-R-071** Ratifying the execution of a contract Prevention and Early Intervention Division from the Texas Department of Family and Protective Services in the additional amount of \$42,542.93 for a total of \$642,542.93 with no match for the City of Laredo Health Department, Nurse Family Partnership for the term period from September 1, 2021, through August 31, 2022. No grant match required.

35.



**Healthy and Safe**

**2022-R-072** Ratifying the execution of a contract Family Planning Annual Report 2.0 Initiative from the Every Body Texas in the total amount of \$56,771.00 with no match for the City of Laredo Health Department, for the term from April 1, 2021, through March 31, 2022. No grant match is required.

36.



**Healthy and Safe**

**2022-R-075** Authorizing the Interim City Manager to accept the donation agreement from Quick Aid LLC for 28 pallets of hand sanitizers for use and distribution by the Health Department, having a fair market value for each bottle to be \$0.99, the total value is \$71,136.00 in accordance with Resolution 2019-R-024, also known as the City of Laredo Donation Acceptance Policy.

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

37.



**Dynamic and Sustainable**

Consideration to award a contract to Marathon Fitness BuyBoard contract No. 583-19 in the total amount of \$61,336.50 for the purchase and installation of replacement exercise equipment at various recreation centers. The purchase of this equipment shall be made utilizing the BuyBoard Cooperative Purchasing Program. The purchase and installation shall take approximately thirty to sixty days upon placement of order. Funding is available in the Parks & Recreation Department of General Fund.

38.

Consideration to ratify a supply contract with BuyBoard vendor BSN Sports LLC, Dallas, TX, for a cumulative amount of \$56,950.20 and to further authorize future related expenditures for an additional amount not to exceed \$100,000.00 for the purchase of sports and playground equipment for the Parks & Recreation Department in order to make repairs to placescape. This annual contract shall utilize the BuyBoard Cooperative Purchasing Program. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Funding for this contract is available in the General Fund - Parks & Recreation Department.

39. Authorizing the Interim City Manager to execute a purchase contract with Fun Abounds, Inc., Sugar Land, Texas for the purchase and installation of:
- 1) Playground equipment at the M.E. Benavides Sports Complex located at 600 South Bartlett, Laredo, Texas, in the amount of \$58,853.00;
  - 2) ADA Playground equipment at the Freddie Benavides Park located at 2201 Zacatecas, Laredo, Texas, in the amount of \$76,510.00.

These purchases shall be made utilizing the BuyBoard Cooperative Purchasing Program. The estimated time for completion of projects is 120 working days upon receipt of contracts. Funding is available in the 2019 and 2021A CO Bond

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

40. Consideration to award purchasing contract to Cubic Trafficware, under Buy Board Contract #608-20 Highway Safety and Traffic Control Products, in the total amount of \$172,000.00 for enhanced traffic controller cabinets for Traffic Signals on Killam Industrial/Sara Road, Del Mar/Rocio, Del Mar/BroadCrest, Ejido/Sierra Vista, Ejido/Chacota, International/Simon Bolivar, Simon Bolivar/Bucky Houdmann, Concord Hills/Los Presidentes. Funding is available in General Fund - Traffic Department and the 2021A CO Bond.
41. Consideration to ratify a supply contract with HGAC vendor, Consolidated Traffic Controls, Inc, for a cumulative amount of \$169,531.00 and to further authorize future related expenditures for an additional amount not to exceed \$250,000.00 for the purchase of signal heads, pedestrian aluminum heads, visors, materials, and parts for the Traffic Safety Department. This annual contract shall utilize the HGAC Contract PE-05-21. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Funding for this contract is available in the 2021A CO Bond.

**UTILITIES: STAFF SOURCE ART GARCIA, P.E., UTILITIES DIRECTOR**

42.  **Dynamic and Sustainable**

**2022-R-073** Accepting the conveyance of a 15' wide utility and access easement containing 1,986 square feet, more or less, being out of a 3,782 acre-tract being Lot 11, Block 3 of San Isidro Northeast Subdivision Puerta del Sol, Phase II and a 1.892 acre tract being Lot 29, Block 1, as recorded in Volume 37, pages 93-96 Webb County Map Records, Texas. This 1,986 square feet-tract of land being more particularly described by metes and bounds in attached Exhibit "B" and depicted on Exhibit "A" attached hereto and made part hereof.

43.



**Dynamic and Sustainable**

**2022-R-074** Accepting the conveyance of a 600 square feet sanitary sewer easement, more or less, in Webb County, Texas, out of Porcion 32, Antonio Trevino, Original Grantee, Abstract 295, same being out of Lot 26-B, Block 1, Re-Plat of Lots 26-A and 26-B, Block 1, Los Alpes Subdivision as recorded in Volume 36, page 20, Webb County Records, Texas. This easement being more particularly described by metes and bounds in the attached Exhibit "B" and depicted on Exhibit "A" attached hereto and made part hereof.

44.

Authorizing the Interim City Manager to amend The Interlocal Purchasing System (TIPS) Cooperative Contract to Maguire Iron, Inc. in the amount of \$325,000.00. Maguire Iron, Inc. performed a visual inspection of all tanks and identified the deficiencies in each water tank. This amendment includes exterior renovation, structural analysis and tank mixers to four water tanks. Revised contract amount will be \$1,596,180.00. This amendment will be paid over five years as follows: Year 1: \$173,000, Year 2: \$38,000.00, Year 3: \$38,000.00, Year 4: \$38,000.00 and Year 5: \$38,000.00. Funding is available in the American Rescue Plan Act and in the Waterworks Construction Account.

45.

Authorizing the Interim City Manager to ratify a contract to SAL Construction Management, LLC. of Weslaco, Texas, in the amount of \$196,589.87, for the emergency work (labor only) for the replacement of sixty (60) linear feet of existing 36-inch ductile iron water transmission main in 100 block of Frost Street. Funding is available in the 2019 Water Revenue Bond.

**END OF CONSENT AGENDA**

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**XIII. STAFF REPORTS**

46.

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.

47.

Appointment by the Interim City Manager of the City Attorney in accordance with §4.02 of the Laredo City Charter, with possible action; and any other matters incident thereto.

48.

Presentation of the FY20-21 Annual Comprehensive Financial Report (ACFR) prepared by the City of Laredo's Financial Services Department and audited by the Independent Audit Firm of Canales, Garza, and Baum, P.L.L.C.

49.

Presentation with possible action on the Bi-National River Park, and any other matters incident thereto.

#### **XIV. 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.

#### **XV. RECESS AS THE LAREDO CITY COUNCIL AND CONVENE AS THE LAREDO MASS TRANSIT BOARD**

50. **2022-RT-04** Authorizing the Interim City Manager to accept and execute the FY2021 Federal Transit Administration (FTA) Section 5307 American Rescue Plan (ARP) Grant No. TX-2022-015-00 in the amount of \$8,753,532 for operating assistance and maintenance for the EI Metro Bus Operations. The grant utilizes ARP Act funding to help hard-hit public transit agencies avoid service reductions and to recover due by the Coronavirus COVID-19 pandemic. Funding will be provided at a 100% federal share with no local match required.

51.  **Planned and Moving**

**2022-RT-05** Authorizing the Interim City Manager to accept and execute the FY2021 Federal Transit Administration (FTA) Section 5307 Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSSA) Grant No. TX-2022-012-00 in the amount of \$1,529,460 for operating assistance and maintenance for the EI Metro Bus Operations. This grant utilizes CRRSSA funding to prevent, prepare for, and respond to Coronavirus COVID-19 Pandemic that includes payroll and operating expenses for fixed-route and paratransit in order to continue transit services. Funding will be at a 100% federal share with no local match required.

52.  **Planned and Moving**

**2022-RT-09** A resolution of the Laredo Mass Transit Board to approve and adopt the Laredo Transit Management Inc. Transit System Drug and Alcohol Policy in accordance with regulations of the United States Department of Transportation Title 49 Code of Regulations Part 655 and Part 40.

#### **XVI. ADJOURN AS THE LAREDO MASS TRANSIT BOARD AND RECONVENE AS THE LAREDO CITY COUNCIL**

53. **GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS**

A. **Request by Mayor Pete Saenz**

1. Discussion with possible action to recognize Mr. Martin Villarreal, Chief Appraiser for Webb & La Salle County Appraisal District, for his 33 years of dedicated public service. The District is responsible for discovering, listing, and appraising every item of taxable property within the respective counties.

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

1. Discussion with possible action and status update regarding a park project near Los Martinez and Markley Lane; and any other matters incident thereto.

C. **Request by Council Member Rudy Gonzalez, Jr.**

1. Discussion with possible action to direct Interim City Manager to assign staff to purchase and install security cameras at El Eden Recreation Center.

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

1. Discussion with possible action on traffic concerns on Springfield Ave., between Calton Rd. and Hillside Rd.; and any other matters incident thereto.

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

1. Discussion with possible action on hosting the second annual "Family Night Under the Stars," an overnight movie and camping event at the Jovita Idar Park, with free access to the pool from 4 pm. to 8 pm., as authorized under Section 21-272a(2)&(3) of the City Code, and any matter incident thereto. **(Co-Sponsored by Council Member Alberto Torres Jr. and Council Member Vanessa Perez)**

**XVII. 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, March 30, 2022 by 6:10p.m.

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Jose A. Valdez, Jr.  
City Secretary

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Orlando Navarro, Planning Director

**Initiated By:** Rio Grande Rental Properties, LLC, Owner; Gabriel Garcia-Cano, Applicant, Ricardo Ramos, Representative

**Staff Source:** Orlando D. Navarro, Planning Director

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**SUBJECT**

**Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Conditional Use Permit for an Accounting Office - Certified Public Accountant (CPA) on Lot 23, Block 2, Del Mar Hills, Section 1, Area "B", located at 1 Candlewood Road.

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

**ZC-021-2022**

**District VII**

**PREVIOUS COUNCIL ACTION**

This item was tabled at the City Council meeting of March 21, 2022.

**BACKGROUND**

**Council District:** VII - Cm. Vanessa Perez

**Proposed use:** Accounting Office - Financial Services - CPA

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

**Surrounding land uses:** To the North of the site is single family residential use. To the East of the site is single family residential use and Bennington Drive. To the South of the site is East Del Mar Boulevard and Nye Elementary School. To the West of the site is Candlewood Drive and Mary Help of Christians School.

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

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

**Transportation Plan:** The Long Range Thoroughfare Plan does not identify Candlewood Road but identifies East Del Mar Boulevard as a Modified Major Arterial.

[www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan\\_2021.02.11.pdf](http://www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf)

**Letters sent to surrounding property owners:** 12    **In Favor:** 0    **Opposed:** 0

**COMMITTEE RECOMMENDATION**

The Planning & Zoning Commission is a 7 to 0 vote recommended approval of the conditional use permit.

**STAFF RECOMMENDATION**

A Conditional Use Permit is to provide for those land uses where additional regulation is necessary to protect the property and surrounding area. It is primarily intended for property located in older section of the city and is intended to promote development and/or redevelopment of such property which is consistent with the land use patterns of surrounding property. The property is zoned a R-1 and would require a B-1 zone or a CUP.

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

1. Although not in conformance with the Future Land Use Map of the Comprehensive Plan designation for the area of Low Density Residential, the proposed CUP will not adversely impact the surrounding uses.
2. The property meets the minimum lot width of 46 feet for a B-1 zone district as per the Land Development Code, Section 24.77 Dimensional Standards. The property width is approximately 113.51 feet.
3. The proposed use is in conformance with parking as per the Land Development Code, Section 24-78. The site requires 8.92 ~ 9 parking spaces, however, the site plan identifies 10 parking spaces.
4. The site abuts other B-1 uses within the vicinity.

If approved, staff suggests the following conditions:

1. The Conditional Use Permit is limited to one financial services (advise/invest).

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[39](#)

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2. Financial services are limited to that allowed in a B-1 District.
3. Signage is limited to that allowed in a B-1 District.
4. Owner shall provide parking in compliance with Section 24-78 of the Laredo Land Development Code.
5. Off-site parking is prohibited.
6. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
7. Owner shall provide an opaque fence of not less than seven (7) feet in height along all side or rear property lines which abut or adjoin residential property or zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
8. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
9. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
10. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
11. Owner shall comply with all Building, Fire and Safety Code Regulations as required.

Staff **supports** the application.

**Is this change contrary to the established land use pattern?**

No.

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

No, the zoning will not change.

**Will change adversely influence living conditions in the neighborhood?**

No.

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

Yes, the proposed use is not allowed in the underlying residential zone.

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#### Fiscal Impact

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

N/A

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#### Attachments

Maps

Narrative

Site Plan

Survey

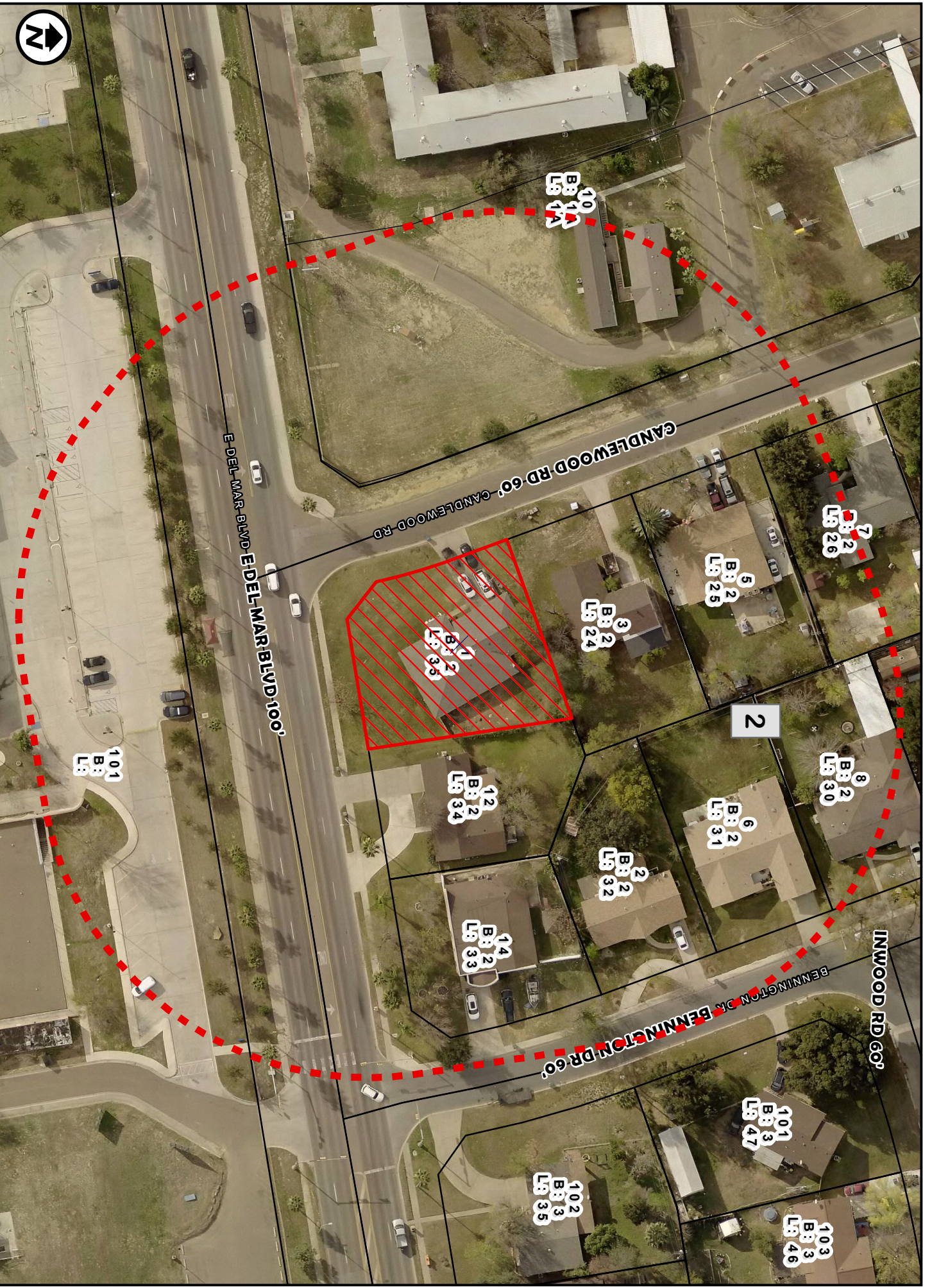
Ordinance

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□

□

□



AERIAL MAP  
1 inch = 75 feet

ZC-21-2022  
COUNCIL DISTRICT 7  
1 CANDLEWOOD ROAD

APPLICATION FOR  
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)  
S.U.P.

B:2  
L:11

7  
B:2  
L:26

5  
B:2  
L:25

3  
B:2  
L:24



11  
B:2  
L:33

2

8  
B:2  
L:30

6  
B:2  
L:31

2  
B:2  
L:32

12  
B:2  
L:34

14  
B:2  
L:33

INWOOD RD 60'

101  
B:3  
L:47

102  
B:3  
L:35

103  
B:3  
L:46

EDEL MARR BLVD EDEL MARR BLVD 100'

CANDLEWOOD RD 60' CANDLEWOOD RD

BENNINGTON DR 60'



10  
B: 1A  
L: 1A

2005-O-368

B-1

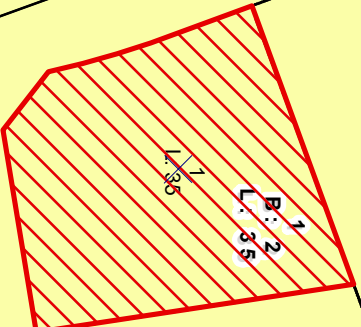
10  
B: 1A  
L: 1A

9  
L: 27

7  
B: 2  
L: 26

5  
B: 2  
L: 25

3  
B: 2  
L: 24



1  
L: 35

B: 2  
L: 35

3  
L: 24

10  
L: 29

8  
B: 2  
L: 30

2

6  
B: 2  
L: 31

R-1  
B: 2  
L: 32

12  
B: 2  
L: 34

14  
B: 2  
L: 33

2  
L: 32

INWOOD RD 60'

101  
B: 3  
L: 47

102  
B: 3  
L: 35

101  
L: 47

103  
B: 3  
L: 46

102  
L: 35

104  
L: 36

E-DEL-MAR-BLVD-E-DEL-MAR-BLVD-100'

R-2

101  
B: 1  
L: 1

101  
L: 1

BEAMINGTON DR 60'



ZONING MAP  
1 inch = 75 feet

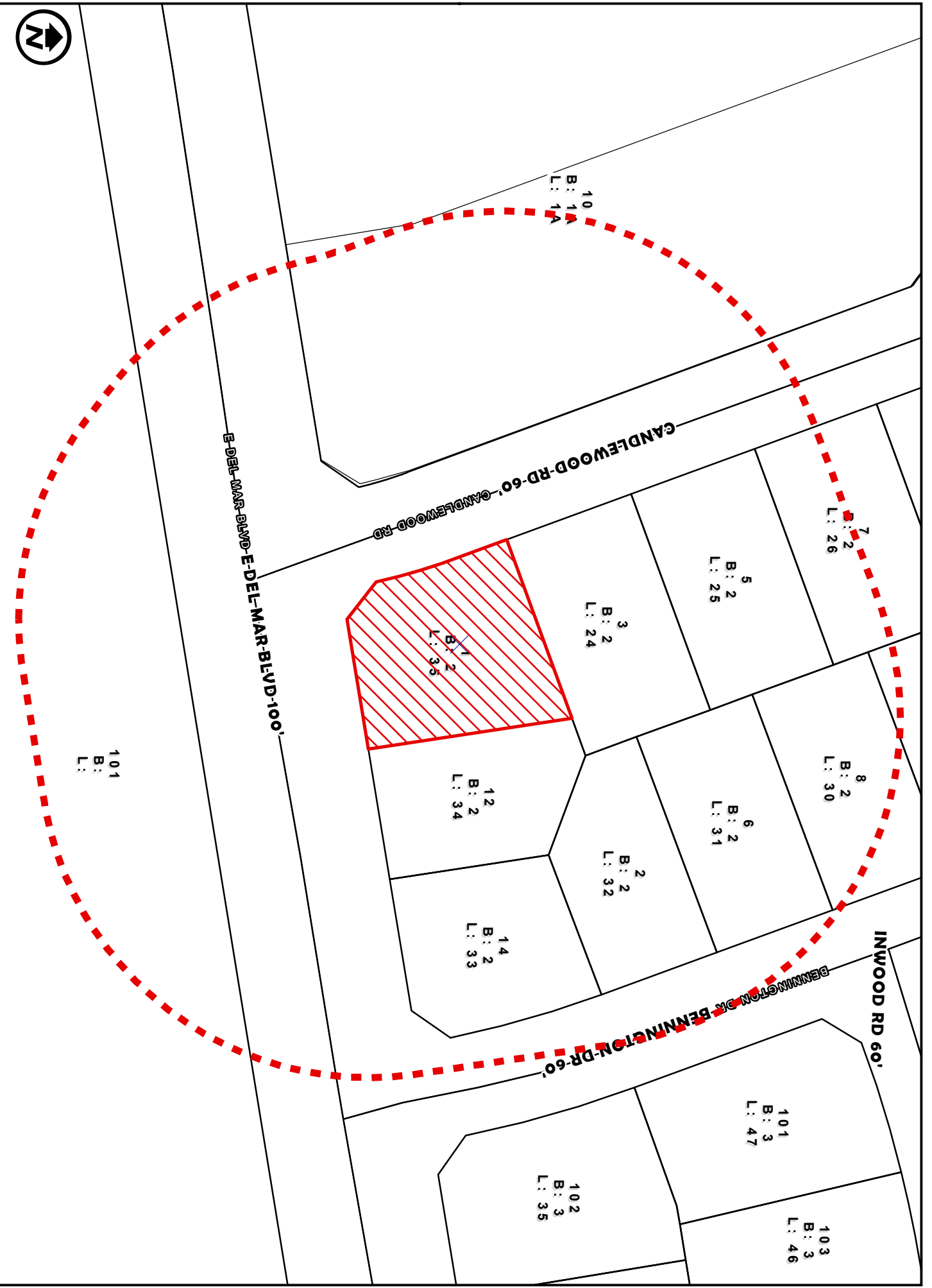
ZC-21-2022  
COUNCIL DISTRICT 7  
1 CANDLEWOOD ROAD

APPLICATION FOR  
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)  
S.U.P.



SURVEY MAP  
1 inch = 75 feet  
COUNCIL DISTRICT 7  
1 CANDLEWOOD ROAD

ZC-21-2022  
APPLICATION FOR  
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)  
S.U.P.



R-3  
7401  
B: UNPLATTED  
L: UNPLATTED

10  
B: 1A  
L: 1A

R-1  
B: L:

16  
B: 1  
L: 8

18  
B: 1  
L: 9

20  
B: 1  
L: 10

22  
B: 1  
L: 11

24  
B: 1  
L: 12

9  
B: 2  
L: 27

7  
B: 2  
L: 26

5  
B: 2  
L: 25

3  
B: 2  
L: 24

1  
B: 2  
L: 36

12  
B: 2  
L: 34

14  
B: 2  
L: 33

21  
B: 2  
L: 28

10  
B: 2  
L: 29

8  
B: 2  
L: 30

6  
B: 2  
L: 31

2  
B: 2  
L: 32

4  
B: 2  
L: 35

103  
B: 4  
L: 48

102  
B: 4  
L: 61

105  
B: 4  
L: 49

104  
B: 4  
L: 60

107  
B: 4  
L: 50

109  
B: 4  
L: 51

108  
B: 4  
L: 58

110  
B: 4  
L: 57

112  
B: 4  
L: 56

103  
B: 4  
L: 48

102  
B: 4  
L: 61

105  
B: 4  
L: 49

104  
B: 4  
L: 60

106  
B: 4  
L: 59

108  
B: 4  
L: 58

110  
B: 4  
L: 57

112  
B: 4  
L: 56

101  
B: 3  
L: 47

103  
B: 3  
L: 46

105  
B: 3  
L: 45

107  
B: 3  
L: 44

109  
B: 3  
L: 43

111  
B: 3  
L: 42

4  
B: 3  
L: 41

102  
B: 3  
L: 35

104  
B: 3  
L: 36

106  
B: 3  
L: 37

108  
B: 3  
L: 38

110  
B: 3  
L: 39

112  
B: 3  
L: 40

R-2

E-DEL-MAR-BLVD-100' - E-DEL-MAR-BLVD

CANDLEWOOD-RD-60'

BENNINGTON-DR

INWOOD-RD-60'

CANDLEWOOD-RD



ZONING OVERVIEW  
1 inch = 150 feet

ZC-21-2022  
COUNCIL DISTRICT 7  
1 CANDLEWOOD ROAD

APPLICATION FOR  
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)  
S.U.P.

101  
B:  
L:

109  
B: 1  
L: 1

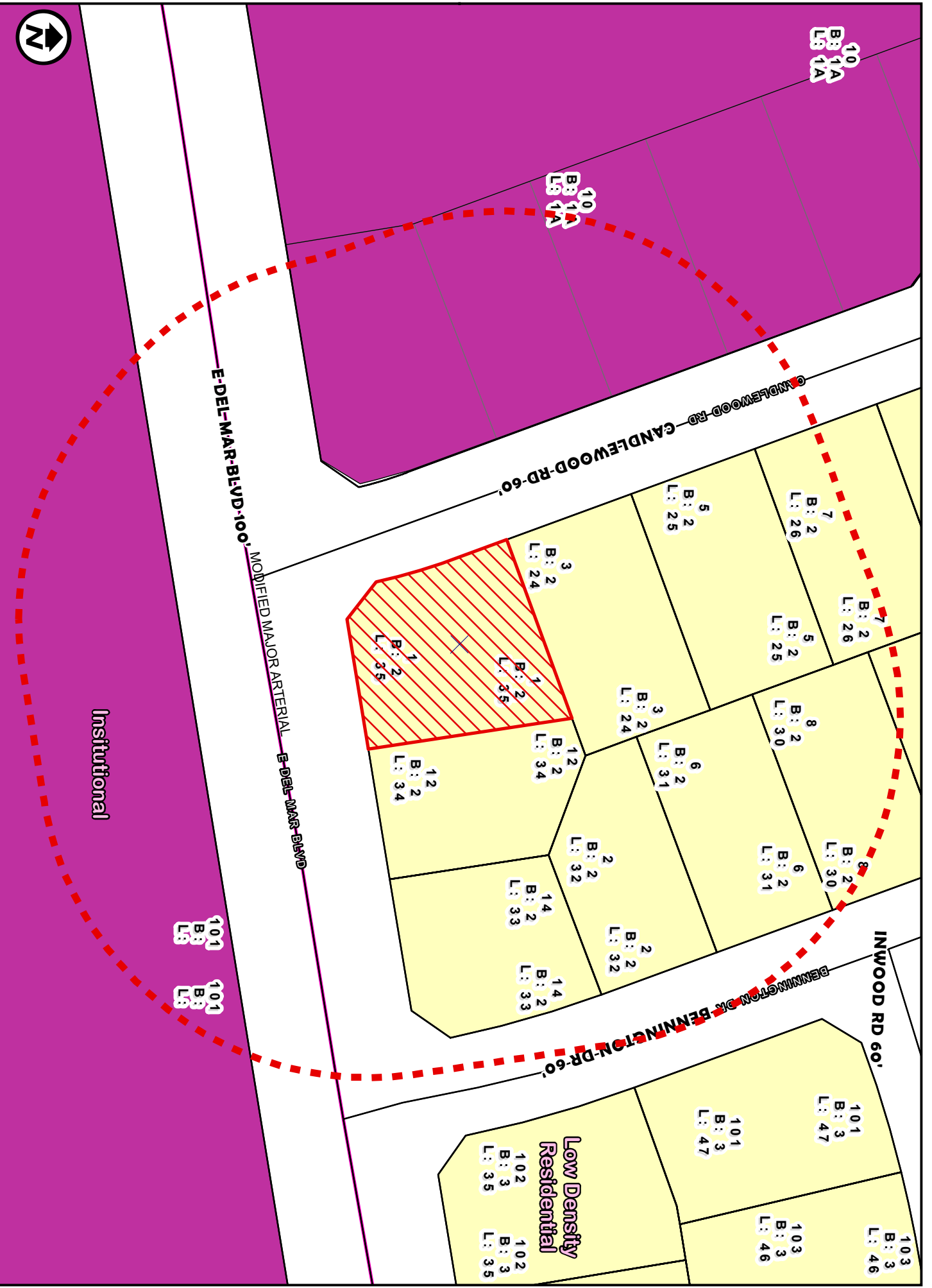
316  
B: 1  
L: 125

318  
B: 1  
L: 124

320  
B: 1  
L: 123

R-S

111  
B: 1  
L: 1



FUTURE LANDUSE MAP ZC-21-2022  
 1 inch = 75 feet  
 COUNCIL DISTRICT 7  
 1 CANDLEWOOD ROAD

APPLICATION FOR  
 R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)  
 S.U.P.

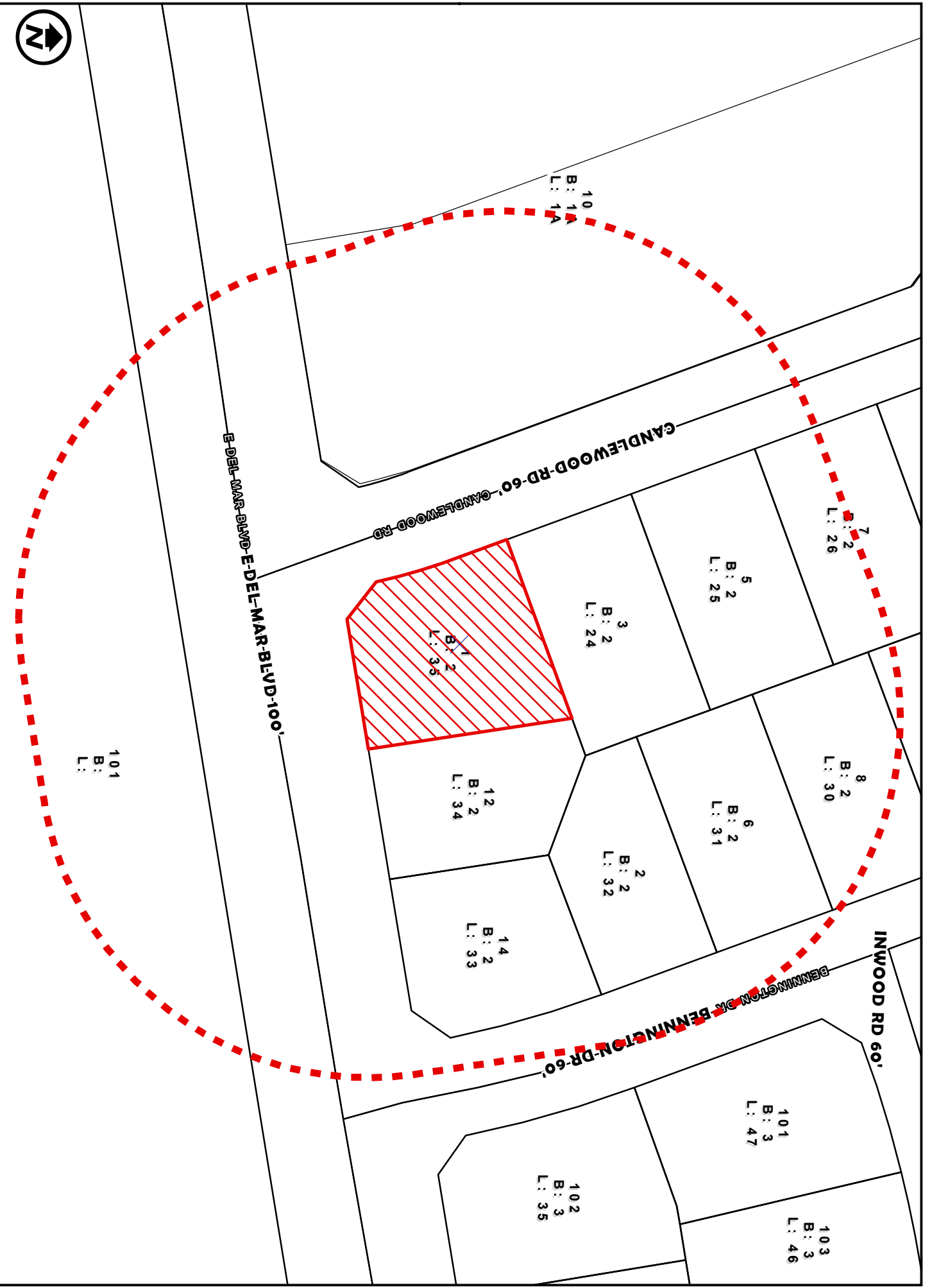




200' NOTIFICATION  
1 inch = 75 feet

ZC-21-2022  
COUNCIL DISTRICT 7  
1 CANDLEWOOD ROAD

APPLICATION FOR  
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)  
S.U.P.



10  
B: 1A  
L: 1A

7  
B: 2  
L: 26

5  
B: 2  
L: 25

3  
B: 2  
L: 24

1  
B: 2  
L: 35

8  
B: 2  
L: 30

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B: 2  
L: 31

2  
B: 2  
L: 32

12  
B: 2  
L: 34

14  
B: 2  
L: 33

101  
B:  
L:

INWOOD RD 60'

101  
B: 3  
L: 47

102  
B: 3  
L: 35

103  
B: 3  
L: 46

E-DELMARR BLVD-100'

GANDLEWOOD RD-60'-GANDLEWOOD RD

BENNINGTON DR

## Narrative Description for Conditional Use Permit

I will be using the property located at 1 Candlewood as an accounting practice office. I'm a local certified public accountant, and the property's intended use is as an office to provide bookkeeping, payroll and tax preparation services for my clients. I will have 3 to 4 employees and I will need about 7 parking spaces for employees and clients. Clients usually only go for quick meetings and drop off documents.

The hours of operation are from 8:30AM to 5:30PM, Monday to Friday. A few days in the tax season we stay a bit later.

GABRIEL CANO CPA

12/21/21

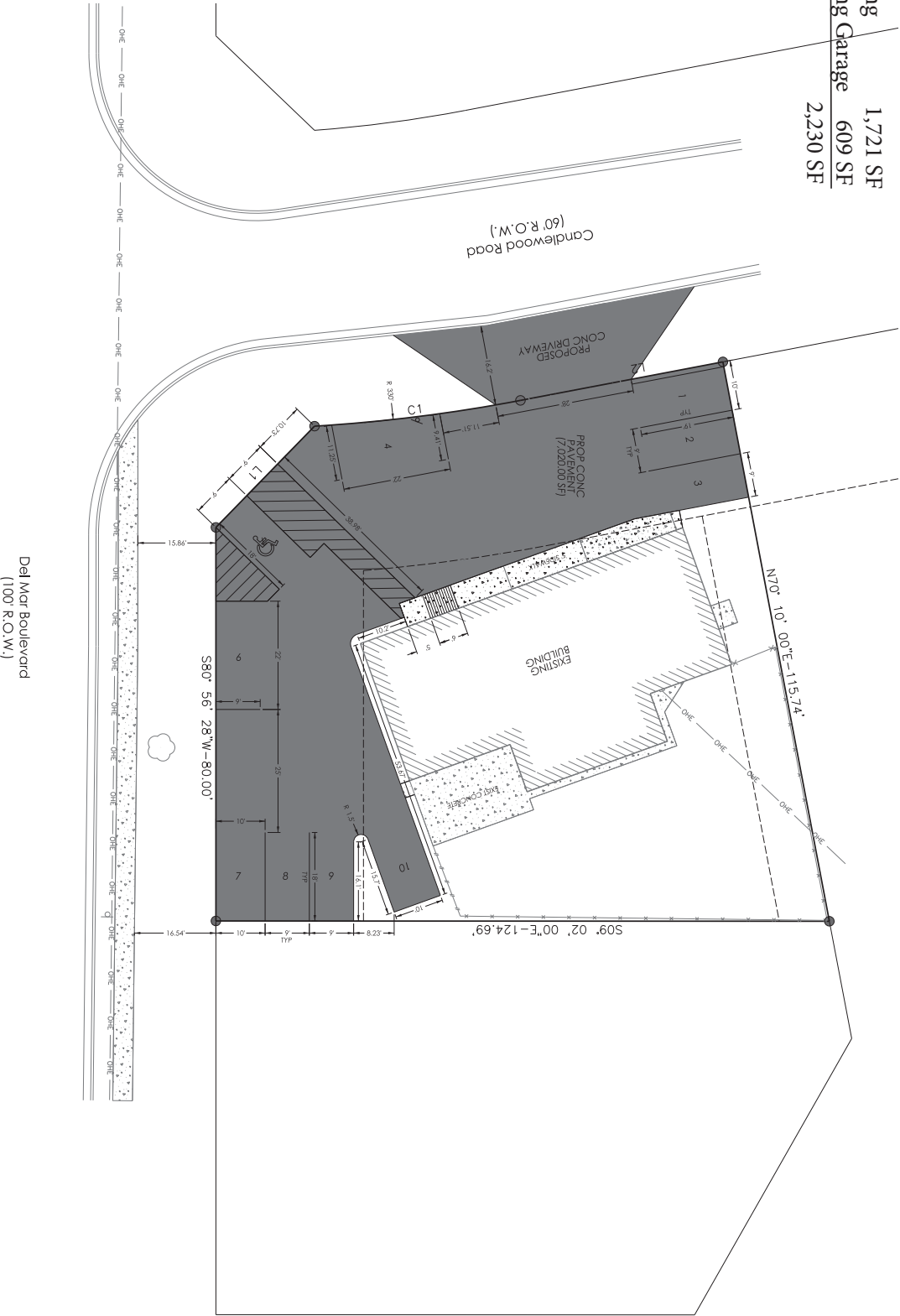
Gabriel Garcia-Cano, CPA

Date

Line Table		
Line #	Length	Direction
L1	28.71'	N 54°48'32" W
L2	41.90'	N 19°50'00" W

Curve Table				
Curve #	Length	Radius	Delta	Tangent
C1	42.21'	330.00'	10°48'00"	28.39'

Existing Building 1,721 SF  
 Existing Building Garage 609 SF  
 Gross Area 2,230 SF



**DO-RITE**  
 ENGINEERING, LLC  
 4609 N. KANAWAY AVE., SUITE A  
 N. PORTLAND, ME 04263  
 TEL: (603) 882-2888  
 TEXAS REGISTRATION NO. 26895

1 CANDLEWOOD RD.  
 Lot 23, Block 2,  
 Del Mar Hills, Section 1  
 Aired B

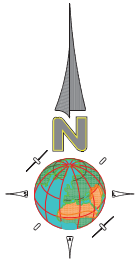
SHEET PLAN	
DRAWN BY:	R.M.G.
CHECKED BY:	R.R.
APPROVED BY:	R.R.
DATE:	10 / 22 / 21
REVISED DATE:	11-20'
SCALE 11X17:	1"=20'
SCALE 24X36:	1"=60'
JOB #:	
FILE NAME:	
SHEET:	

**SURVEY**

Lot 23, Block 2,  
Del Mar Hills, Section 1, Area "B"  
Webb County, Texas

Address: 1 Candlewood Road, Laredo, Texas

Line Table		
Line #	Length	Direction
L1	28.71'	N 54°48'32" W
L2	41.90'	N 19°50'00" W



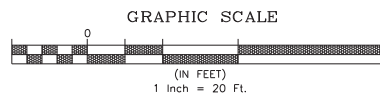
Lot 24  
Block 2  
Del Mar Hills, Section 1, Area "B"  
Vol. 2, Pg. 178  
M.R.W.C.T.



Curve Table				
Curve #	Length	Radius	Delta	Tangent
C1	42.21'	330.00'	10°48'00"	28.39'

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**  
5304  
REGISTERED PROFESSIONAL LAND SURVEYOR  
Julian Javier Ruiz, R.P.L.S. No. 5304 - TEXAS

10-10-21  
CURRENT DATE:

TBPELS Firm Registration No. 10141800 Home Office  
4350 Ocean Drive Suite 301  
Corpus Christi, Texas, 78412  
www.jruizlandsurveying.com  
Phone 956-568-4470

**J J RUIZ**  
Land Surveying

TECH: R.M.G.  
Q.C.: J.J.R.  
JOB No.:  
DATE: 10-10-21  
F.B.: 000  
PG.: 000  
SHEET: 1 OF 1

**ORDINANCE NO. 2022-O-**

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT (CUP) FOR AN ACCOUNTING OFFICE – CERTIFIED PUBLIC ACCOUNTANT (CPA) ON LOT 23, BLOCK 2, DEL MAR HILLS SECTION 1, AREA “B”, LOCATED AT 1 CANDLEWOOD ROAD; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit (CUP) for an Accounting Office – Certified Public Accountant (CPA) on Lot 23, Block 2, Del Mar Hills Section 1, Area “B”, located at 1 Candlewood Road; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 16, 2022; and,

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

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

WHEREAS, the City Council has held a public hearing on March 21, 2022, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit (CUP) for an Accounting Office – Certified Public Accountant (CPA) on Lot 23, Block 2, Del Mar Hills Section 1, Area “B”, located at 1 Candlewood Road.

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

1. The Conditional Use Permit is limited to one financial services (advise/invest).
2. Financial services are limited to that allowed in a B-1 District.

3. Signage is limited to that allowed in a B-1 District.
4. Owner shall provide parking in compliance with Section 24-78 of the Laredo Land Development Code.
5. Off-site parking is prohibited.
6. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
7. Owner shall provide an opaque fence of not less than seven (7) feet in height along all side or rear property lines which abut or adjoin residential property or zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
8. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
9. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
10. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
11. Owner shall comply with all Building, Fire and Safety Code Regulations as required.
12. The business shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued.

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

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

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

1. Criteria

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

- A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
- B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.

- C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
- D. The use of which the Conditional Use Permit was authorized does not commence within nine months of City Council's final approval date.

2. Procedures

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

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

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

\_\_\_\_\_  
PETE SAENZ  
MAYOR

ATTEST:

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JOSE A. VALDEZ  
CITY SECRETARY

APPROVED AS TO FORM:

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SYLVIA BORANDA-FIRTH  
INTERIM CITY ATTORNEY



## Public Hearings (also Intro Ord) 2.

### City Council-Regular

**Meeting Date:** 04/04/2022

**Initiated By:** Kristina L. Hale,  
Assistant City Manager

**Staff Source:** Tina Martinez, Community Development Director, Humberto Delgado,  
Municipal Housing Manager

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### SUBJECT



#### Prosperous and Affordable

**Public Hearing and Introductory Ordinance** creating the Hamilton Housing Apartments Fund, appropriating revenues and expenditures in the amount of \$527,500.00, and amending the FY21-22 Full Time Equivalent (FTE) position listing by adding one (1) Administrative Assistant II, R35 position, one (1) Building Maintenance Supervisor, R34 position, two (2) Building Maintenance Mechanics, R28 positions, and one (1) Clerk II, R25 position. The Community Development Department's Municipal Housing Division will assist the Laredo Housing Finance Corporation (LHFC) by managing the daily operations of the Hamilton Housing Apartments. The Community Development Department will also continue collaborating with the LHFC Board of Directors with setting up objectives, monitoring revenues and expenditures, and assisting with providing solutions.

### VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

### PREVIOUS COUNCIL ACTION

On March 21, 2022, Resolution #2022-R-053 was approved by City Council authorizing the Interim City Manager to direct the Community Development Department to assist with the administration of the Laredo Housing Finance Corporation (LHFC) and with the daily operations and management the Hamilton Housing Apartments.

### BACKGROUND

In 1999, the historic Hamilton Hotel was renovated and converted to an elderly, 165-unit, rental housing development by Hamilton Partners, LTD., at a cost of \$13 million funded in major part with Low-Income Housing Tax Credits made available through the State and supported by a \$1.7 million Section 108 loan. In 2016, the refinancing of the project completed the City's Section 108 loan obligation with the Department of Housing and Urban Development.

This 12-story complex was originally built in the early 1900's. This unit is 96% leased and occupied and encompasses 115,774 square feet of gross building area which consists of 165 dwellings, 3 commercial street retail spaces, and a restaurant. It also includes onsite leasing office, two (2) elevators, resident lobby, common eating area and mailroom, and outdoor courtyard on the east side of the building.

In an effort to continue supporting the complex and the LHFC with its goals and mission in providing affordable living for senior residents of Laredo within the downtown area, the LHFC has requested the City of Laredo to oversee the daily operations and management of the Hamilton Housing Apartments. The City has the resources and experience to manage this property in order to continue to serve the needs of the community.

### **COMMITTEE RECOMMENDATION**

N/A

### **STAFF RECOMMENDATION**

That this Ordinance be introduced.

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#### **Fiscal Impact**

**Fiscal Year:** 2021-2022

**Budgeted Y/N?:** NO

**Source of Funds:**

**Account #:** 272-3980

**Change Order: Exceeds 25% Y/N:**

#### **FINANCIAL IMPACT:**

Funds to be appropriated as follows: Annual Amended Line Item Name Appropriation  
Amendment Budget Revenues: Hamilton Revenues 0 527,500 527,500  
Expenditures: Expenditures 0 527,500 527,500

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#### **Attachments**

PH INTRO ORD HAMILTON HSG APTS

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**ORDINANCE NO. 2022-O-XX**

**PUBLIC HEARING AND INTRODUCTORY ORDINANCE CREATING THE HAMILTON HOUSING APARTMENTS FUND, APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF \$527,500.00, AND AMENDING THE FY 2021-2022 FULL TIME EQUIVALENT (FTE) POSITION LISTING BY ADDING ONE (1) ADMINISTRATIVE ASSISTANT II, R35 POSITION, ONE (1) BUILDING MAINTENANCE SUPERVISOR, R34 POSITION, TWO (2) BUILDING MAINTENANCE MECHANICS, R28 POSITIONS, AND ONE (1) CLERK II, R25 POSITION. THE COMMUNITY DEVELOPMENT DEPARTMENT'S MUNICIPAL HOUSING DIVISION WILL ASSIST THE LAREDO HOUSING FINANCE CORPORATION (LHFC) BY MANAGING THE DAILY OPERATIONS OF THE HAMILTON HOUSING APARTMENTS. THE COMMUNITY DEVELOPMENT DEPARTMENT WILL ALSO CONTINUE COLLABORATING WITH THE LHFC BOARD OF DIRECTORS WITH SETTING UP OBJECTIVES, MONITORING REVENUES AND EXPENDITURES, AND ASSISTING WITH PROVIDING SOLUTIONS.**

**WHEREAS**, the creation of a new fund is essential in order for the City to continue assisting the Laredo Housing Finance Corporation (LHFC) with setting up objectives, monitoring revenues and expenditures, and assisting with solutions; and,

**WHEREAS**, the estimated budget required to run the operations and maintenance of the Hamilton Housing Apartments is calculated to be \$527,500.00 for six (6) months; and,

**WHEREAS**, the Community Development's Municipal Housing Division will manage the daily operations of the Hamilton Housing Apartments; and

**WHEREAS**, the addition of the following FTE's will be essential in the operations and maintenance of the Hamilton Housing Apartments: one (1) Administrative Assistant II, R35 position, one (1) Building Maintenance Supervisor, R34 position, two (2) Building Maintenance Mechanics, R28 positions, and one (1) Clerk II, R25 position.

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

**Section 1:** The City Manager is hereby authorized to establish the Hamilton Housing Apartments Fund and appropriate revenues and expenditures in the amount of \$527,500.00.

**Section 2:** The City Manager is hereby authorized to amend the FY 2021-2022 Full Time Equivalent (FTE) position listing by adding one (1) Administrative Assistant I, R32 position, one (1) Building Maintenance Supervisor, R34 position, two (2) Building Maintenance Mechanics, R28 positions, and one (1) Clerk II, R25 position.

**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:**

**SYLVIA BORUNDA-FIRTH**  
**INTERIM CITY ATTORNEY**

---

**BY: DAVID H. ARREDONDO**  
**ASSISTANT CITY ATTORNEY**

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Rosario Cabello, Deputy  
City Manager

**Staff Source:** Richard A. Chamberlain, Health Director

---

**SUBJECT**



**Healthy and Safe**

**Public Hearing and Introductory Ordinance** authorizing the Interim City Manager to accept and enter into a contract with the Texas Department of State Health Services, and amending the Health Department Fund FY21-22 budget by appropriating revenues and expenditures in the amount of \$75,000.00, for the total of \$575,000.00 and amending the FY21-22 Full Time Equivalent (FTE) Position Listing by adding one (1) Health Equity Analyst, R36 position for the City of Laredo Health Department, for the term period from September 1, 2021, through May 31, 2023. No grant match required.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

On August 2, 2021, Council approved Ordinance 2021-O-141.

**BACKGROUND**

The Texas Department of State Health Services contracts with the City of Laredo to provide public health services through the City of Laredo Health Department. Through this partnership, the health department will ensure authentic community engagement is targeted in communities disproportionately impacted by COVID-19 and be able to build sustainable relationships in those targeted communities by establishing rapport, developing relationships, listening and documenting voices in the community and engaging and developing cross-sectorial partnerships.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that Council introduces the Ordinance.

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### **Fiscal Impact**

**Fiscal Year:** 2022  
**Budgeted Y/N?:**  
**Source of Funds:** COVID-19 Health Dispariti  
**Account #:** 226-6048  
**Change Order: Exceeds 25% Y/N:**

#### **FINANCIAL IMPACT:**

The revenue account is 226-0000-323-4009 and the expenditure division is 226-6048 with project number HEHE01.

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### **Attachments**

award notice  
Ordinance

---

**Tiffany Perez**

---

**To:** Erika Martinez  
**Subject:** RE: Amendment 1 - DSHS' COVID-19 Health Disparities Contract - Laredo (City of) Health Department - HHS001057600028

**From:** Clark,Sandy (DSHS) <[Sandy.Clark@dshs.texas.gov](mailto:Sandy.Clark@dshs.texas.gov)>  
**Sent:** Tuesday, March 22, 2022 9:26 AM  
**To:** Richard A. Chamberlain <[rchamberla@ci.laredo.tx.us](mailto:rchamberla@ci.laredo.tx.us)>  
**Cc:** Dezendorf,Courtney (DSHS) <[Courtney.Dezendorf@dshs.texas.gov](mailto:Courtney.Dezendorf@dshs.texas.gov)>; Erika Martinez <[emartinez8@ci.laredo.tx.us](mailto:emartinez8@ci.laredo.tx.us)>  
**Subject:** Amendment 1 - DSHS' COVID-19 Health Disparities Contract - Laredo (City of) Health Department - HHS001057600028

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Local Health Department,

The Texas Department of State Health Services, is initiating the amendment process for the OHDPP/COVID-LHD, COVID-19 Health Disparities contract HHS001057600028. The Texas Public Health Fellowship award for this amendment is \$75,000.00.

Attached is your approved budget for this COVID-19 project. Please add the amendment amount of \$75,000.00 to this budget. The DSHS award amount on this budget will now be \$575,000.00. Please return the revised budget to me by April 1, 2022.

If you have any questions or concerns regarding the contract amendment process, please contact me at [sandy.clark@dshs.texas.gov](mailto:sandy.clark@dshs.texas.gov) or 512-776-2264.

Thanks,

Sandy Clark, CTCM  
Contract Manager  
Contract Management Section  
Department of State Health Services  
P.O. Box 149347  
Austin, Texas 78714-9347

Phone: 512-776-2264  
Fax: 512-776-7391  
Email: [sandy.clark@dshs.texas.gov](mailto:sandy.clark@dshs.texas.gov)

**ORDINANCE**

**PUBLIC HEARING AND INTRODUCTORY ORDINANCE AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT AND ENTER INTO A CONTRACT FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES, AMENDING THE HEALTH DEPARTMENT FUND FY 2021-2022 BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE ADDITIONAL AMOUNT OF \$75,000.00, FOR THE TOTAL AMOUNT OF \$575,000.00 AND AMENDING THE FY 2021-2022 FULL TIME EQUIVALENT (FTE) POSITION LISTING BY ADDING ONE (1) HEALTH EQUITY ANALYST, R36 POSITION FOR THE CITY OF LAREDO HEALTH DEPARTMENT, FOR THE TERM PERIOD FROM SEPTEMBER 1, 2021 – MAY 31, 2023. NO GRANT MATCH REQUIRED.**

**WHEREAS,** The Texas Department of State Health Services contracts with the City of Laredo to provide public health services through the City of Laredo Health Department. Through this partnership, the health department will ensure authentic community engagement is targeted in communities disproportionately impacted by COVID-19 and be able to build sustainable relationships in those targeted communities by establishing rapport, developing relationships, listening and documenting voices in the community and engaging and developing cross-sectorial partnerships.

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

**Section 1:** The Interim City Manager is authorized to accept and enter into a contract from the Texas Department of State Health Services, amending the Health Department Fund FY 2021-2022 budget by appropriating revenues and expenditures in the additional amount of \$75,000.00, for the total amount of \$575,000.00 and amending the FY 2021-2022 Full Time Equivalent (FTE) Position Listing by adding one (1) Health Equity Analyst, R36 position for the City of Laredo Health Department, for the term period from September 1, 2021 – May 31, 2023. No grant match required.

**Section 2:** The revenue account is 226-0000-323-4009 and the expenditure division is 226-6048 with project number HEHE01.

**Section 3:** The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions as set forth by the Texas Department of State Health Services to meet the necessary costs to accomplish the scope of work for the project.



**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:**

\_\_\_\_\_  
**SYLVIA BORUNDA-FIRTH  
ACTING CITY ATTORNEY**

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Samuel K. Selman,  
Interim City Manager

**Staff Source:** Ana L. Rodriguez, Municipal Court Clerk

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**SUBJECT**

**Public Hearing and Introductory Ordinance** authorizing the Interim City Manager to amend the FY21-22 Full-time Equivalent (FTE) Position Listing by adding two (2) Paralegals, R32 positions for the City of Laredo Municipal Court. Funding is available through the Laredo Municipal Court.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

No previous action.

**BACKGROUND**

The Laredo Municipal Court previously had two prosecutors working with all court dockets, which includes a high volume of citations and trials. Their responsibilities are to evaluate cases, recommend punishments, negotiate settlements, collect evidence, provide evidence to opposing counsel, conducting trials and hearings, etc. The prosecution has been reduced to one, which will impact the operations of Laredo Municipal Court. The paralegal positions will help the court by assisting the prosecutor to process the high volume of new and pending cases, and benefit the operational process of the Court.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that Council approves the Ordinance.

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**Fiscal Impact**

<b>Fiscal Year:</b>	2022
<b>Budgeted Y/N?:</b>	Yes
<b>Source of Funds:</b>	General Fund M-Court

**Account #:** 101-1400-511-1110

**Change Order: Exceeds 25% Y/N:** No

**FINANCIAL IMPACT:**

Positions will be funded through General Fund/Municipal Court.

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**Attachments**

Ordinance FTE Paralegal

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**ORDINANCE #**

**PUBLIC HEARING AND INTRODUCTORY ORDINANCE  
AUTHORIZING THE INTERIM CITY MANAGER TO AMEND  
THE FY21-22 FULL-TIME EQUIVALENT (FTE) POSITION  
LISTING BY ADDING TWO (2) PARALEGAL, R32 POSITIONS  
FOR THE CITY OF LAREDO MUNICIPAL COURT. FUNDING IS  
AVAILABLE THROUGH THE LAREDO MUNICIPAL COURT.**

**WHEREAS**, The Laredo Municipal Court previously had two prosecutors working with all court dockets, which includes a high volume of citations and trials. Their responsibilities are to evaluate cases, recommend punishments, negotiate settlements, collection of evidence, provide evidence to opposing counsel, conducting trials and hearings, etc. The prosecution has been reduced to one, which will impact the operations of Laredo Municipal Court; and

**WHEREAS**, The paralegal positions will help the court by assisting the prosecutor to process the high volume of new and pending cases, and benefit the operational process of the court.

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

**Section 1:** The Interim City Manager is hereby authorized to add two (2) Paralegal, R32 positions for the City of Laredo Municipal Court. Funding is available through the Laredo Municipal Court.

**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:**

**BY:** \_\_\_\_\_  
**INTERIM CITY ATTORNEY**

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Kristina L. Hale,  
Assistant City Manager

**Staff Source:** Robert J. Garza, Transit Director

**SUBJECT**

**Public Hearing and Introductory Ordinance** authorizing the Interim City Manager to amend the FY21-22 Transit Center Facility Budget by appropriating revenues and expenditures in the amount of \$308,501.00. Funds will be used to purchase 1.) one elevator in the amount of \$148,340.00, 2.) parking garage equipment \$100,161.00, and 3.) contractual professional services \$60,000.00.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

Authorizing the Interim City Manager to amend the FY2022 Transit Center Facility Budget to appropriate revenues and expenses in the total amount of \$308,501. Funds will be used for the following capital improvements and contractual professional services:

<b>Project</b>	<b>Amount</b>	<b>Description</b>
(1) Elevator	\$148,340	Hydraulic elevator located by Greyhound needs to be replaced and upgraded. Elevator is obsolete and parts no longer available.
Parking Garage Pay-Station	\$100,161	The Transit Center Facility Garage Pay-Station needs to be replaced and upgraded due to current hardware and software are obsolete.

Contractual Professional Services	\$60,000	Transit Center Facility contractual services required to inspect Transit Center structural building and professional services.
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**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends approval of Introductory Ordinance.

**Fiscal Impact**

**Fiscal Year:** 2022  
**Budgeted Y/N?:** N  
**Source of Funds:** TRANSIT CENTER  
**Account #:** 518-5450  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Transit Center Facility accounts: 518-5450-585-9301 and 518-5450-583-5526 will be utilized.

**Attachments**

Introduction Ordinance 2022-O

**INTRODUCTION ORDINANCE NO. 2022-O-**

AUTHORIZING THE INTERIM CITY MANAGER TO AMEND THE FY2022 TRANSIT CENTER FACILITY BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF \$308,501. FUNDS WILL BE FOR THE PURCHASE 1.) ONE (1) TRANSIT CENTER FACILITY ELEVATOR IN THE AMOUNT OF \$148,340, 2.) PARKING EQUIPMENT \$100,161 AND 3.) CONTRACTUAL PROFESSIONAL SERVICES FOR \$60,000.

**WHEREAS**, the City Council previously adopted the budget for fiscal year 2021-2022; and

**WHEREAS**, The City Council finds it to be in the best interests of the City of Laredo, Texas, to amend the FY2022 Transit Facility Budget by appropriating funds in the amount of \$308,501. Funds will be expense for the Transit Center Facility to purchase 1.) one (1) Elevator \$148,340 2.) Parking Garage Equipment \$100,161 and 3.) Contractual Professional Services for \$60,000.

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

**Section 1.** The FY21-22 Transit Center Facility Budget is hereby amended to appropriate \$308,501 for the purchase 1.) one (1) Elevator in the amount of \$148,340, 2.) Parking Garage Equipment \$100,161 and 3.) Contractual Professional Services for \$60,000.

**Section 2.** The funds will be deposited in the City of Laredo Transit Center Facility Contractual Professional Service 518-5162-583-5526 and Transit Center Building and Improvement account 518-5450-585-9301.

**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:

BY \_\_\_\_\_  
ANA SOPHIA GARCIA  
ASSISTANT CITY ATTORNEY



**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Kristina L. Hale, Assistant City  
Manager

**Initiated By:** Kristina L. Hale, Assistant City Manager

**Staff Source:** Gilberto Sanchez Jr., Interim Airport Director

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**SUBJECT**



**Prosperous and Affordable**

Ratification of the Interim City Manager's execution of all necessary documents granting a perpetual easement and right-of-way containing 205.13 square feet to AEP Texas Central Company to install and construct certain electric distribution facilities. Said easement would be located on a property legally described as Tract 7, .06830 acres more or less out of a 14.50 acre tract as per assignment and assumption of a ground lease between Crossett Development I LLC and 2310 Saunders, LLC, situated in Survey 799 - Abstract 238 Original Laredo Town Tract, City of Laredo, Webb County Texas, as recorded in Volume 4546, page, 627 Webb County Official Records out of Block 1, Laredo Airport as recorded in Volume 5, page 1, Webb County Public Records, as depicted in Exhibit A and B; providing for an effective date.

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

AEP required an easement and right of way in order to enter property belonging to the City of Laredo. This property is currently being leased out by a tenant and is in the process of constructing new facilities on the property. This easement is necessary to install and construct certain electric distribution facilities to prevent any delays in the project construction timeline.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends the approval of this introductory ordinance.

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**Fiscal Impact**

**Fiscal Year:** 2022  
**Budgeted Y/N?:** NA  
**Source of Funds:** NA  
**Account #:** NA

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

No financial Impact, as per CD, access easements do not have an established value to the city.

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**Attachments**

Introductory Ordinance  
Easement and Right of way

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**ORDINANCE 2022-O- XXX**

**RATIFICATION OF THE INTERIM CITY MANAGER'S EXECUTION OF ALL NECESSARY DOCUMENTS GRANTING A PERPETUAL EASEMENT AND RIGHT-OF-WAY CONTAINING 205.13 SQUARE FEET TO AEP TEXAS CENTRAL COMPANY TO INSTALL AND CONSTRUCT CERTAIN ELECTRIC DISTRIBUTION FACILITIES. SAID EASEMENT WOULD BE LOCATED ON A PROPERTY LEGALLY DESCRIBED AS TRACT 7, .06830 ACRES MORE OR LESS OUT OF A 14.50 ACRE TRACT AS PER ASSIGNMENT AND ASSUMPTION OF GROUND LEASE BETWEEN CROSSETT DEVELOPMENT I LLC AND 2310 SAUNDERS, LLC, SITUATED IN SURVEY 799 - ABSTRACT 238 ORIGINAL LAREDO TOWN TRACT, CITY OF LAREDO, WEBB COUNTY TEXAS, AS RECORDED IN VOLUME 4546, PAGE, 627 WEBB COUNTY OFFICIAL RECORDS OUT OF BLOCK 1, LAREDO AIRPORT AS RECORDED IN VOLUME 5, PAGE 1, WEBB COUNTY PUBLIC RECORDS, AS DEPICTED IN EXHIBIT A AND B; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, AEP Texas Central Company has requested that the City of Laredo grant it an easement and right of way to install certain electric distribution facilities at the Laredo International Airport; and

**WHEREAS**, the Interim City Manager's execution of said easement was necessary to prevent any delays in the project construction completion timeline; and

**WHEREAS**, it is the best interest of the City of Laredo to convey the above referenced easement and right of way to AEP Texas Central Company, as depicted on Exhibit A.

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

**SECTION 1.** It hereby ratifies the Interim City Manager's execution of all necessary documents granting a 205 square foot access and utility easement to AEP located at the following location: Tract 7, .06830 acres more or less out of a 14.50 Acre Tract as per assignment and assumption of ground lease between Crossett Development I LLC and 2310 Saunders, LLC, Situated in Survey 799 - Abstract 238 Original Laredo Town Tract, City of Laredo, Webb County Texas, as Recorded in Volume 4546, Page, 627 Webb County Official Records out of Block 1, Laredo Airport as recorded in Volume 5, Page 1, Webb County Public Records, as depicted in Exhibit A and B; providing for an effective date.

**SECTION 2.** The depiction of such easement and right of way is attached as Exhibit A and Exhibit B.

**SECTION 3.** 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 4.** 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 5.** 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:**

\_\_\_\_\_  
**SYLVIA BORUNDA-FIRTH  
INTERIM CITY ATTORNEY**

CP 460 (OH/UG) Rev. (01/21)  
Town: Laredo  
Submitted by: AKR/GO

TX220590  
WR#81609692

**EASEMENT AND RIGHT OF WAY**

CITY OF LAREDO, A MUNICIPAL CORPORATION, ("Grantor"), for and in consideration of Ten & 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by AEP TEXAS INC., a Delaware Corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("Grantee") the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a perpetual easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, cross arms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon a portion of the following described land located in Webb County, Texas, to wit:

SEE EXHIBIT "A" AND "B", ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL APPLICABLE PURPOSES. (the "Easement Area")

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor's adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee's exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other above ground structure on or within the Easement Area containing Grantee's improvements without the express written consent of Grantee.


TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns forever. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 25<sup>th</sup> day of March, 2022.

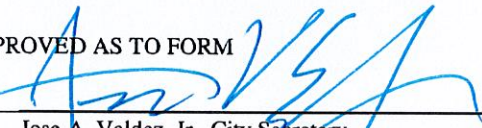
[Rest of this page intentionally left blank-Signature page follows]

TX220590  
WR#81609692

CITY OF LAREDO,  
A MUNICIPAL CORPORATION

By:   
Samuel Keith Selman, Interim City Manager

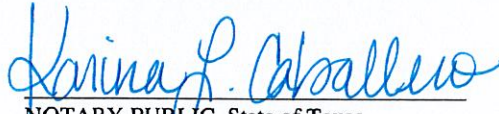
APPROVED AS TO FORM

By:   
Jose A. Valdez, Jr., City Secretary

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF WEBB

This instrument was acknowledged before me on this 25<sup>th</sup> day of March, 2022, by Samuel Keith Selman, Interim City Manager of the City of Laredo, a Municipal Corporation.

  
NOTARY PUBLIC, State of Texas

(Seal)



**LEGAL DESCRIPTION for an Access and Utility Easement  
containing 205.13 sq. ft., more or less, situated in Survey 799, Abstract 239, Original Laredo  
Town Tract, Webb County, Texas**

An Access and Utility Easement containing 205.13 sq. ft., more or less, situated in Survey 799, Abstract 239, Original Laredo Town Tract, and being out of a called 14.50-acre Tract under an Assignment and Assumption of Ground Lease between Crossett Development I, LLC (Assignor) and 2310 Saunders, LLC (Assignee), as recorded in Volume 4546, Page 627, Official Public Records of Webb County, Texas, same 14.50-acre Tract being out of Block 1, Subdivision Plat of Laredo Airport, as recorded in Volume 5, Page 1, Plat Records of Webb County, Texas, said tract of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a found ½" iron rod with a yellow cap (GPS Coordinates: N=17083216.1480, E=668594.1340), same iron rod being an exterior corner of said 14.50-acre Tract, an interior corner of Block 1, Subdivision Plat of Laredo Airport, on the east right-of-way line of Bartlett Ave. (ROW Varies), and the northwest corner of a called Tract 7 out of said 14.50-acre Tract; **THENCE**, S 89°28'35" E, along the north boundary of said Tract 7, a distance of 44.20 feet to the **POINT OF BEGINNING** (GPS Coordinates: N=17083215.7478, E=668638.3338) of this tract of land containing 205.13 sq. ft., more or less, the southwest corner hereof;

**THENCE**, N 00° 31' 25" E, a distance of 15.15 feet to a point, same point being on the south boundary line of an existing 12-ft. CPL Easement, as recorded in Volume 89, Pages 239-241, Official Public Records of Webb County, Texas, the northwest corner hereof;

**THENCE**, S 78° 18' 58" E, along the common boundary of this tract and said 12-ft. CPL Easement, a distance of 15.29 feet to a point, the northeast corner hereof;

**THENCE**, S 00° 31' 25" W, a distance of 12.20 feet to a point, same point being on the common boundary between this tract and the called Tract 7, the southeast corner hereof;

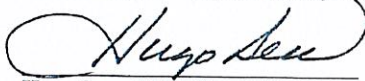
**THENCE**, N 89° 28' 35" W, along the said common boundary between this tract and Tract 7, a distance of 15.00 feet to the **POINT OF BEGINNING** of this tract of land containing 205.13 sq. ft., more or less.

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

STATE OF TEXAS  
COUNTY OF WEBB

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

Executed this 28<sup>th</sup> day of February, 2022

  
Hugo Seca, RPLS No. 5783 – Texas



N89°27'41"E RECORD 65.00' INFORMATION    S33°29'20"W AS MEASURED IN FIELD 161.24'    1/2" IRON ROD FOUND    1/2" IRON ROD SET    "X" MARK ON CONC    CHAIN LINK FENCE    WOOD FENCE    CORNER POINT    UTILITY POLE    WROUGHT IRON    LIGHT POST    BLOCK FENCE

SUBJECT TO RECORDED RESTRICTIVE COVENANTS AND/OR EASEMENTS AS FOLLOWS:    VOL. 89, PAGE 239-241, O.P.R.W.C.T.    VOL. 354, PAGE 575-579, O.P.R.W.C.T.    VOL. 5, PAGE 1, P.R.W.C.T.    VOL. 89, PAGE 239-241, O.P.R.W.C.T.    VOL. 354, PAGE 575-579, O.P.R.W.C.T.    VOL. 5, PAGE 1, P.R.W.C.T.

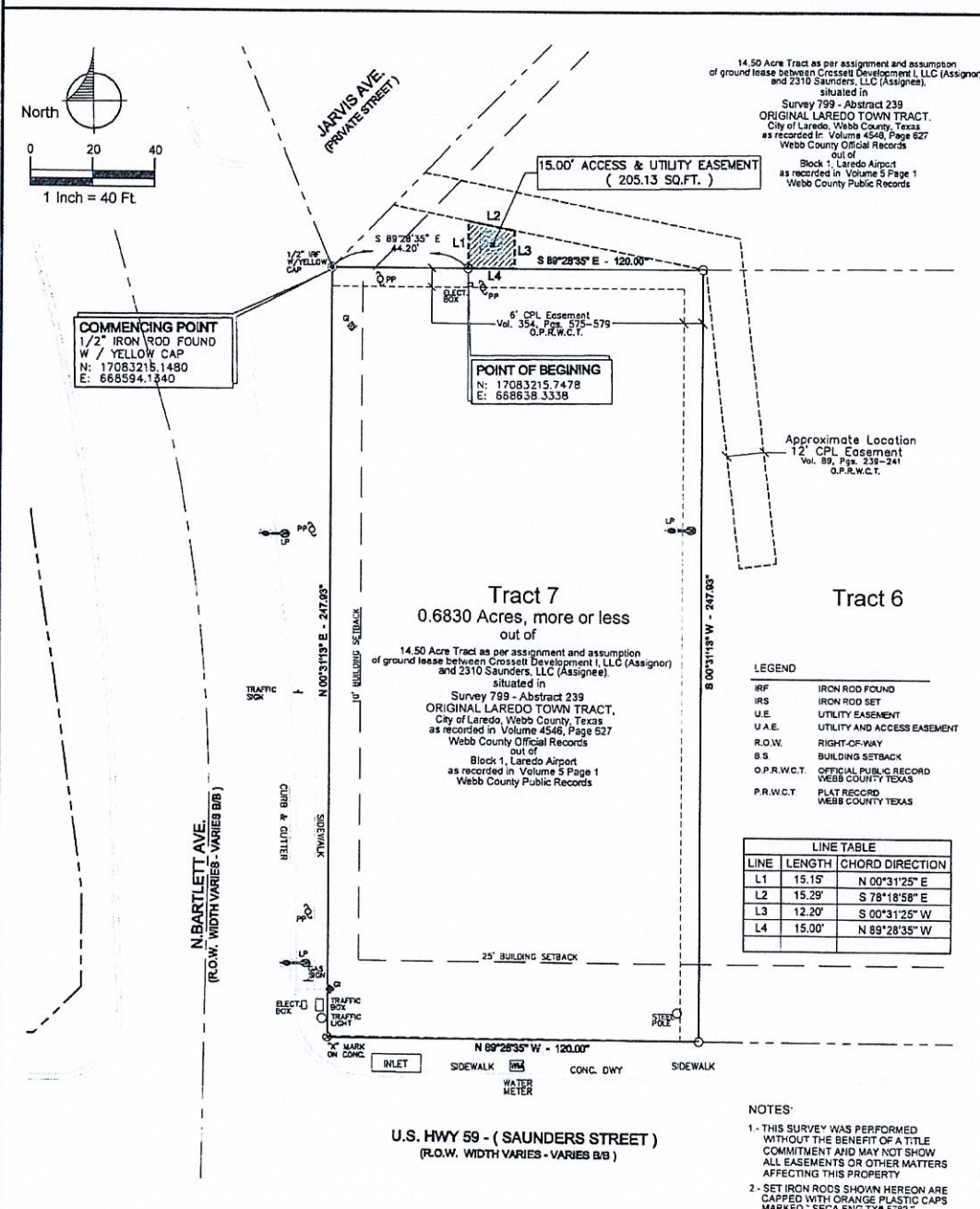


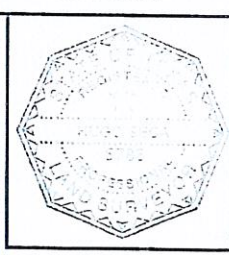
EXHIBIT B  
WR# 81609692  
Page 1 of 1

**SURVEY OF AN ACCESS & UTILITY EASEMENT**  
Containing 205.13 sq.ft., more or less,  
out of  
14.50 Acre Tract as per assignment and assumption of ground lease between Crosssett Development I, LLC and 2310 Saunders, LLC situated in Survey 799 - Abstract 239 ORIGINAL LAREDO TOWN TRACT, City of Laredo, Webb County, Texas as recorded in Volume 4546, Page 627 Webb County Official Records out of Block 1, Laredo Airport as recorded in Volume 5 Page 1 Webb County Public Records

**CONTROLLING MONUMENTS**  
AN IRON ROD AND AN "X" MARK ON CONCRETE FOUND ALONG THE EAST R.O.W. LINE OF N BARTLETT AVE

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

I, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THE ABOVE DRAWING IS TRUE AND CORRECT ACCORDING TO MEASUREMENTS MADE ON THE GROUND. BOUNDARY LINES ARE, IN MY OPINION, SHOWN AT THE BEST LOCATION. BEFORE BUILDING OR MOVING IMPROVEMENTS, AGREE ON LOCATION WITH NEIGHBOR. IT IS UNDERSTOOD THAT A FORMAL CERTIFICATION IS BEING MADE BY A COMPANY SPECIALIZING IN THE PROCEDURE OF PROVIDING FLOOD CERTIFICATIONS AND THIS SURVEY MAKES NO REFERENCE TO FLOOD INFORMATION, SETBACKS AND EASEMENTS TO WHICH WE HAVE BEEN INFORMED ARE SHOWN ON DRAWING OR BY REFERENCE. THIS SURVEY IS FOR THE SOLE USE OF THE CURRENT BUYER AND MAY NOT BE COPIED AND/OR REUSED BY OTHERS.



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

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

SCALE: 1" = 40'  
FIELD DATE: 02-21-22  
SURVEYED BY: J.L.B.

DRAWN BY: J.L.B.  
CHECKED BY: H.S.  
SECA ENGINEERING JOB No  
KILLAM - 2022506

*Hugo Seca* 02/28/2022  
HUGO SECA, R.P.L.S.    DATE

©2022



**City Council-Regular**

**Meeting Date:** 04/04/2022  
**Initiated By:** Orlando Navarro, Planning Director  
**Initiated By:** Griselda Elena Cisneros, Owner  
**Staff Source:** Orlando D. Navarro, Planning Director

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**SUBJECT**

**2022-O-039** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1 and part of Lot 2, Block 1696, Eastern Division, located at 2801 East Musser Street, from R-3 (Mixed Residential District) to B-1 (Limited Business District).

**ZC-014-2022**  
**District II**

**PREVIOUS COUNCIL ACTION**

The item was introduced at the City Council meeting of March 21, 2022.

**BACKGROUND**

**Council District:** II - Cm. Vidal Rodriguez

**Proposed use:** Daycare

**Site:** The site is occupied by a commercial structure. It was formerly a doctor's office.

**Surrounding land uses:** To the north of the site is a church and mixed residential use. To the east of the site is primarily mixed residential use. To the south of the site is Fremont Street and mixed residential use. To the west of the site is bounded by Arkansas Avenue and single family residential use.

**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=>

**Transportation Plan:** The Long Range Thoroughfare Plan does not identify East Musser Street, but identifies Arkansas Avenue as : Minor Arterial.  
[www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan\\_2021.02.11.pdf](http://www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf)

**Letters sent to surrounding property owners:** 23

**Letters collected from Planning and Zoning Commission meeting of January 20, 2022:**

Inside the 200 feet radius:  
**In Favor:** 0    **Opposed:** 4

Outside the 200 feet radius:  
**In Favor:** 0    **Opposed:** 3

**Letters collected from Planning and Zoning Commission meeting of February 16, 2022:**

Inside the 200 feet radius:  
**In Favor:** 0    **Opposed:** 3

Outside the 200 feet radius:  
**In Favor:** 0    **Opposed:** 4

**COMMITTEE RECOMMENDATION**

The Planning & Zoning Commission is a 4 to 3 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 Future Land Use Map of the Comprehensive Plan designation for the area as High Density Residential, which includes R-3, R-2, B-1R, B-1, and R-0 zoning districts.
2. The property complies with the B-1 zoning requirements as per the Land Development Code, Section 24.77 Dimensional Standards.
3. This zone change may not adversely impact the conditions in the surrounding properties or neighborhood.

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Staff **supports** the application.

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

**Is this change contrary to the established land use pattern?**

No.

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

Yes.

**Will change adversely influence living conditions in the neighborhood?**

No.

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

Yes, the existing use does not allow for a daycare use intended by the applicant.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

N/A

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**Attachments**

Maps

Ordinance

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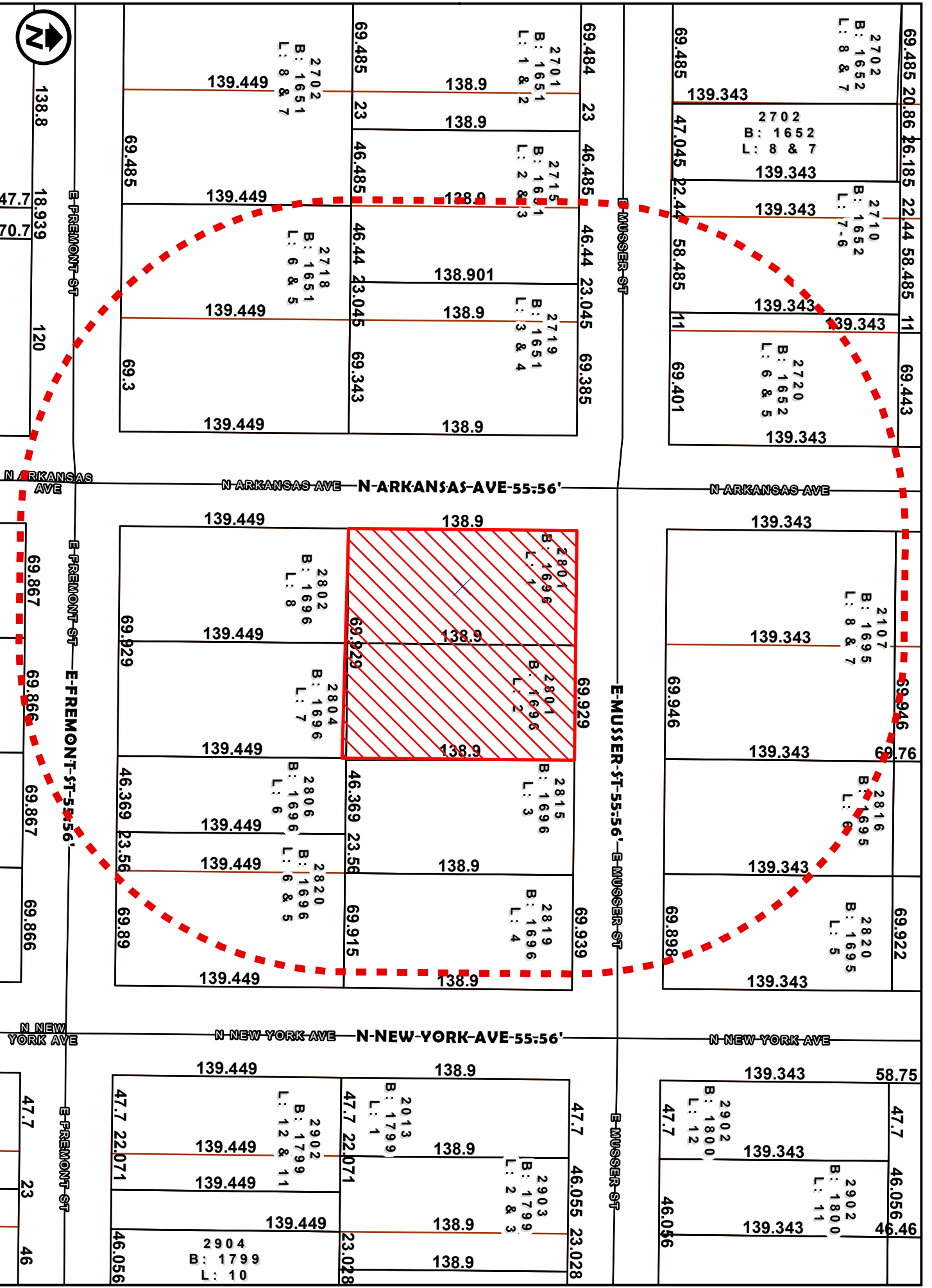
AERIAL MAP  
 1 inch = 75 feet  
 ZC-14-2022  
 COUNCIL DISTRICT 2  
 2801 MUSSER ST.

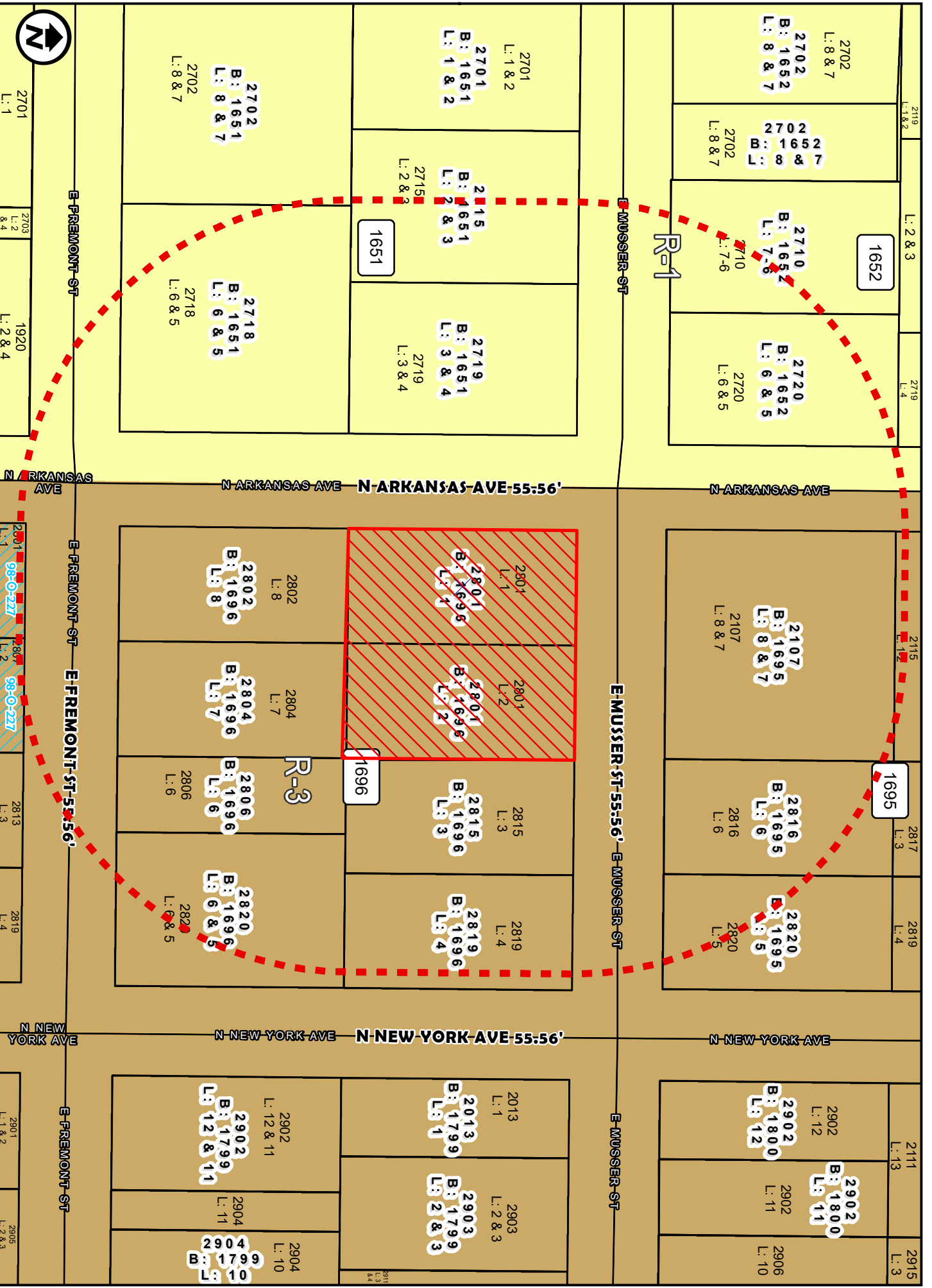
APPLICATION FOR  
 R3 (MIXED RESIDENTIAL DISTRICT)  
 B-1 (LIMITED BUSINESS DISTRICT)



DIMENSIONS MAP  
 1 inch = 75 feet  
 COUNCIL DISTRICT 2  
 2801 MUSSER ST.

ZC-14-2022  
 APPLICATION FOR  
 R3 (MIXED RESIDENTIAL DISTRICT)  
 B-1 (LIMITED BUSINESS DISTRICT)





ZONING MAP  
1 inch = 75 feet

COUNCIL DISTRICT 2  
2801 MUSSER ST.

ZC-14-2022

APPLICATION FOR  
R3 (MIXED RESIDENTIAL DISTRICT)  
B-1 (LIMITED BUSINESS DISTRICT)

E-FREMONT-ST  
E-FREMONT-ST  
E-FREMONT-ST  
E-FREMONT-ST

E-MUSSER-ST

E-MUSSER-ST-55:56'-E-MUSSER-ST

E-MUSSER-ST

E-FREMONT-ST

E-FREMONT-ST

E-FREMONT-ST-55:56'

E-FREMONT-ST

N-ARKANSAS-AVE-55:56'

N-NEW-YORK-AVE-55:56'

R-3

R-1

1651

1652

1696

1695

2702  
L: 8 & 7  
B: 1652  
L: 8 & 7

2702  
L: 8 & 7  
B: 1652  
L: 8 & 7

2710  
L: 7-8  
B: 1652  
L: 7-8

2720  
L: 6 & 5  
B: 1652  
L: 6 & 5

2701  
L: 1 & 2  
B: 1651  
L: 1 & 2

2701  
L: 1 & 2  
B: 1651  
L: 1 & 2

2715  
L: 2 & 3  
B: 1651  
L: 2 & 3

2719  
L: 3 & 4  
B: 1651  
L: 3 & 4

2702  
L: 8 & 7  
B: 1651  
L: 8 & 7

2702  
L: 8 & 7  
B: 1651  
L: 8 & 7

2718  
L: 6 & 5  
B: 1651  
L: 6 & 5

2718  
L: 6 & 5  
B: 1651  
L: 6 & 5

2715  
L: 2 & 3  
B: 1651  
L: 2 & 3

2719  
L: 3 & 4  
B: 1651  
L: 3 & 4

2107  
L: 8 & 7  
B: 1695  
L: 8 & 7

2816  
L: 6  
B: 1695  
L: 6

2820  
L: 5  
B: 1695  
L: 5

2801  
L: 1  
B: 1696  
L: 1

2801  
L: 2  
B: 1696  
L: 2

2815  
L: 3  
B: 1696  
L: 3

2819  
L: 4  
B: 1696  
L: 4

2802  
L: 8  
B: 1696  
L: 8

2804  
L: 7  
B: 1696  
L: 7

2806  
L: 6  
B: 1696  
L: 6

2820  
L: 5  
B: 1696  
L: 5

2902  
L: 12  
B: 1800  
L: 12

2902  
L: 11  
B: 1800  
L: 11

2902  
L: 12  
B: 1800  
L: 12

2902  
L: 11  
B: 1800  
L: 11

2013  
L: 1  
B: 1799  
L: 1

2013  
L: 1  
B: 1799  
L: 1

2903  
L: 2 & 3  
B: 1799  
L: 2 & 3

2902  
L: 12 & 11  
B: 1799  
L: 12 & 11

2902  
L: 12 & 11  
B: 1799  
L: 12 & 11

2904  
L: 11  
B: 1799  
L: 11

2904  
L: 10  
B: 1799  
L: 10

2701  
L: 1

2703  
L: 2 & 4

1920  
L: 2 & 4

2801  
L: 1

98-O-227  
L: 2

98-O-227  
L: 2

2813  
L: 3

2819  
L: 4

2901  
L: 1 & 2

2905  
L: 2 & 3

2719  
L: 4

2719  
L: 4

2719  
L: 4

2817  
L: 3

2819  
L: 4

2911  
L: 13

2915  
L: 3



SURVEY MAP  
 1 inch = 75 feet  
 ZC-14-2022  
 COUNCIL DISTRICT 2  
 2801 MUSSER ST.  
 APPLICATION FOR  
 R3 (MIXED RESIDENTIAL DISTRICT)  
 B-1 (LIMITED BUSINESS DISTRICT)







N TEXAS AVE

N TEXAS AVE - N TEXAS AVE 55:56'

N TEXAS AVE

2608 B: 1551 L: 12A	2601 B: 1551 L: 1 & 2
2610 B: 1551 L: 10A	2603 B: 1551 L: 2 & 3

2009 B: 1550 L: 8 & 7	2601 B: 1550 L: 1 & 2
2604 B: 1550 L: 8 & 7	2603 B: 1550 L: 2 & 3
2620 B: 1550 L: 6 & 5	2619 B: 1550 L: 3 & 4

2602 B: 1549 L: 8 & 7	2601 B: 1549 L: 1
2610 B: 1549 L: 7 & 6	2603 B: 1549 L: 2
2620 B: 1549 L: 6 & 5	2615 B: 1549 L: 3
	2619 B: 1549 L: 4

2610 B: 1548 L: 8 & 7
2620 B: 1548 L: 7 & 6

N LOUISIANA AVE

N LOUISIANA AVE 55:56'

N LOUISIANA AVE

N LOUISIANA AVE

2702 B: 1650 L: 7-9-11	
2712 B: 1650 L: 7-9-11	
2720 B: 1650 L: 10 & 12	1906 B: 1650 L: 4-6
	1910 B: 1650 L: 2 & 4

2702 B: 1651 L: 8 & 7	2701 B: 1651 L: 1 & 2
	2715 B: 1651 L: 2 & 3
2718 B: 1651 L: 6 & 5	2719 B: 1651 L: 3 & 4

2702 B: 1652 L: 8 & 7	2119 B: 1652 L: 1 & 2
2710 B: 1652 L: 7 & 6	B: 1652 L: 2 & 3
2720 B: 1652 L: 6 & 5	2719 B: 1652 L: 4

2702 B: 1653 L: 8
2716 B: 1653 L: 7
2718 B: 1653 L: 6
2720 B: 1653 L: 5

N ARKANSAS AVE

N ARKANSAS AVE 55:56'

N ARKANSAS AVE

N ARKANSAS AVE

2802 B: 1697 L: 8	2801 B: 1697 L: 1
2808 B: 1697 L: 7	2807 B: 1697 L: 2
2814 B: 1697 L: 6	2813 B: 1697 L: 3
2820 B: 1697 L: 5	2819 B: 1697 L: 4

2802 B: 1696 L: 8	<del>2801 B: 1696 L: 1</del>
2804 B: 1696 L: 7	<del>2807 B: 1696 L: 2</del>
2820 B: 1696 L: 5	2815 B: 1696 L: 3
	2819 B: 1696 L: 4

2107 B: 1695 L: 8 & 7	2119 B: 1695 L: 1-2
2816 B: 1695 L: 6	2817 B: 1695 L: 3
2820 B: 1695 L: 5	2819 B: 1695 L: 4

2802 B: 1694 L: 8
2804 B: 1694 L: 7
2818 B: 1694 L: 6
2820 B: 1694 L: 5

N NEW YORK AVE

N NEW YORK AVE 55:56'

N NEW YORK AVE

N NEW YORK AVE

	2901 B: 1798 L: 1 & 2
	2905 B: 1798 L: 2 & 3

2902 B: 1799 L: 12 & 11	2903 B: 1799 L: 2 & 3
	2909 B: 1799 L: 4 & 5

	2917 B: 1800 L: 4A
	2919 B: 1800 L: 6A

2906 B: 1801 L: 11-10
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N CANADA AVE

N CANADA AVE 55:56'

N CANADA AVE

N CANADA AVE

3002 B: 1855 L: 12A	3001 B: 1855 L: 1A
	1915 B: 1855 L: 1B



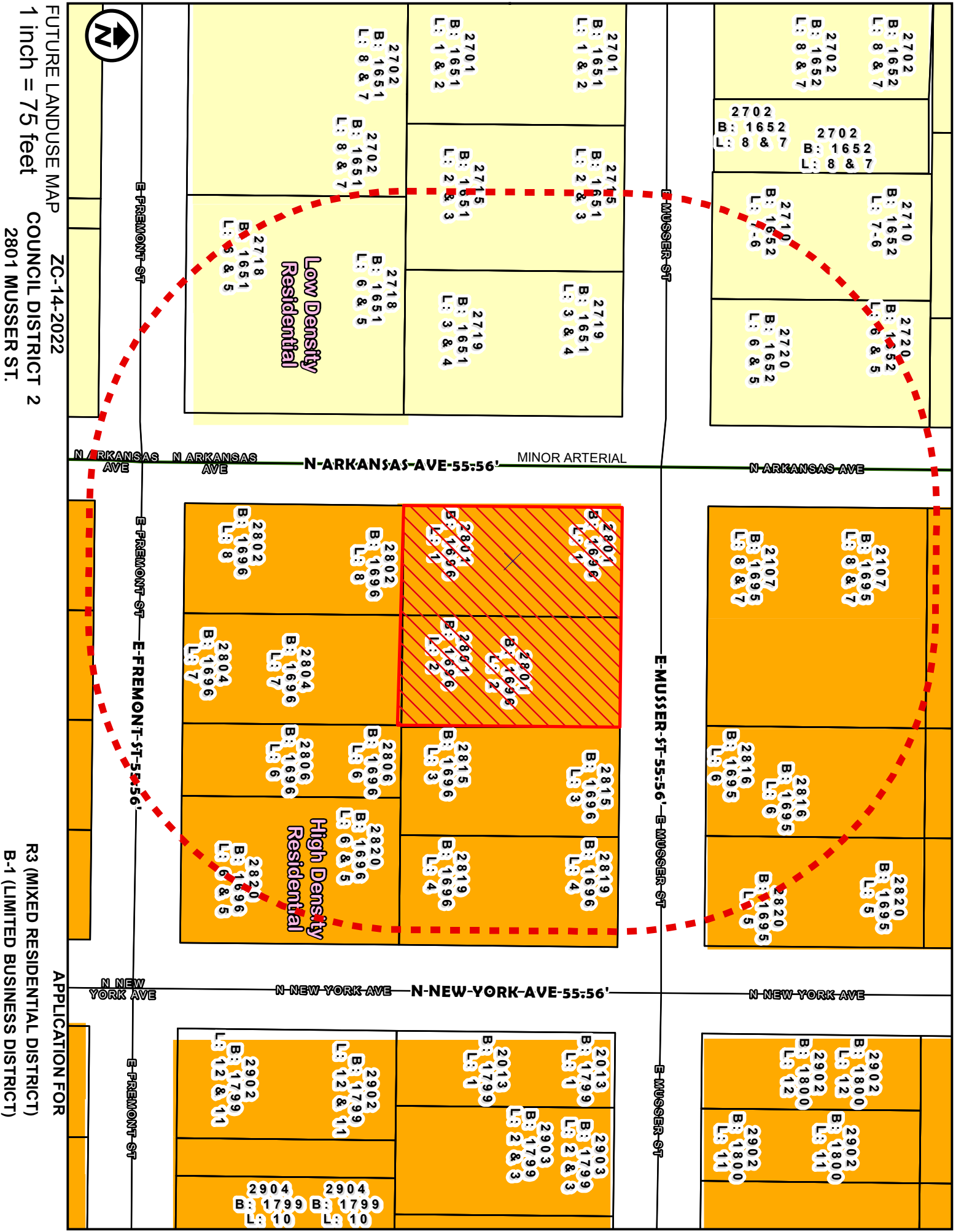

ZONING OVERVIEW  
1 inch = 157 feet

COUNCIL DISTRICT 2  
2801 MUSSER ST.

ZC-14-2022

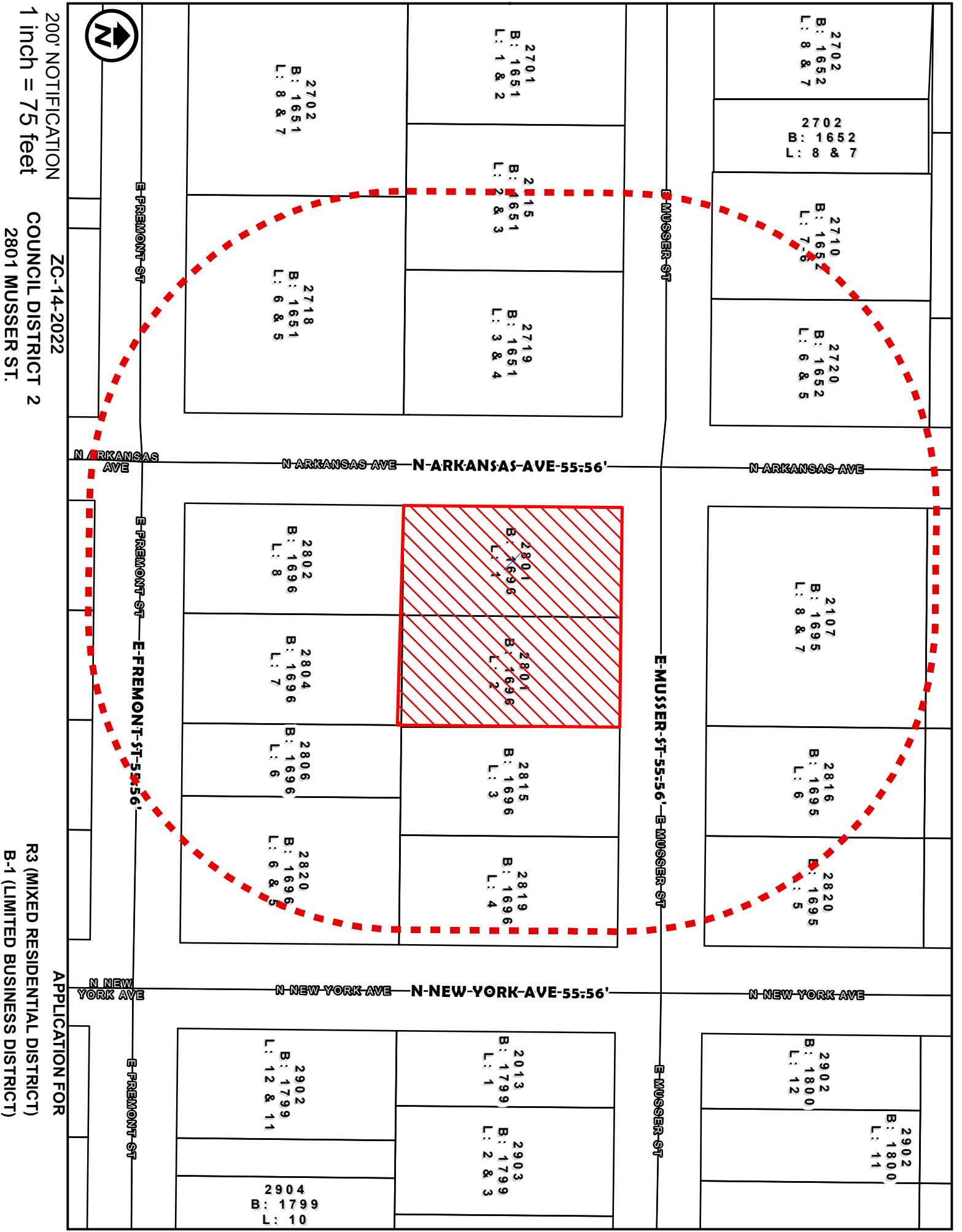
R3 (MIXED RESIDENTIAL DISTRICT)  
B-1 (LIMITED BUSINESS DISTRICT)

APPLICATION FOR



FUTURE LANDUSE MAP ZC-14-2022  
 1 inch = 75 feet  
 COUNCIL DISTRICT 2  
 2801 MUSSER ST.

APPLICATION FOR  
 R3 (MIXED RESIDENTIAL DISTRICT)  
 B-1 (LIMITED BUSINESS DISTRICT)



2702  
B: 1652  
L: 8 & 7

2702  
B: 1652  
L: 8 & 7

2710  
B: 1652  
L: 7-8

2720  
B: 1652  
L: 6 & 5

2701  
B: 1651  
L: 1 & 2

2715  
B: 1651  
L: 2 & 3

2719  
B: 1651  
L: 3 & 4

2702  
B: 1651  
L: 8 & 7

2718  
B: 1651  
L: 6 & 5

2107  
B: 1695  
L: 8 & 7

2816  
B: 1695  
L: 6

2820  
B: 1695  
L: 5

2801  
B: 1696  
L: 1

2801  
B: 1696  
L: 2

2815  
B: 1696  
L: 3

2819  
B: 1696  
L: 4

2802  
B: 1696  
L: 8

2804  
B: 1696  
L: 7

2806  
B: 1696  
L: 6

2820  
B: 1696  
L: 6 & 5

2902  
B: 1800  
L: 12

2902  
B: 1800  
L: 11

2013  
B: 1799  
L: 1

2903  
B: 1799  
L: 2 & 3

2902  
B: 1799  
L: 12 & 11

2904  
B: 1799  
L: 10

200' NOTIFICATION  
1 inch = 75 feet  
ZC-14-2022  
COUNCIL DISTRICT 2  
2801 MUSSER ST.  
APPLICATION FOR  
R3 (MIXED RESIDENTIAL DISTRICT)  
B-1 (LIMITED BUSINESS DISTRICT)

**ORDINANCE NO. 2022-O-039**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF LOT 1 AND PART OF LOT 2, BLOCK 1696, EASTERN DIVISION, LOCATED AT 2801 EAST MUSSER STREET, 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 1 and part of Lot 2, Block 1696, Eastern Division, located at 2801 East Musser Street, 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 February 16, 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 March 21, 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 1 and part of Lot 2, Block 1696, Eastern Division, located at 2801 East Musser Street, 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:

\_\_\_\_\_  
SYLVIA BORANDA-FIRTH  
INTERIM CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Orlando Navarro, Planning Director

**Initiated By:** Killam Development, Ltd, Owner; Cliffe Killam, Applicant; Rolando Ortiz, Representative

**Staff Source:** Orlando D. Navarro, Planning Director

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**SUBJECT**

**2022-O-040** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 10.1752 acres situated in Porcion 29, Juan Bautista Villarreal, Original Grantee, Abstract 3086, Webb County, Texas, said tract of land called to contain 10.16 acres, conveyed to Killam Development Limited, as recorded in Volume 3441, Page 9, Official Public Records of Webb County, Texas, and originally out of Tract "K-5" conveyed to Killam Ranch Properties, Limited, as recorded in Volume 1385, Page 300, Official Public Records of Webb County, Texas, located north of Clark Boulevard and west of Bob Bullock Loop (behind Walmart) from B-3 (Community Business District) to B-4 (Highway Commercial District).

**ZC-026-2022**  
**District IV**

**PREVIOUS COUNCIL ACTION**

The item was introduced at the City Council meeting of March 21, 2022.

**BACKGROUND**

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

**Proposed use:** Commercial School Kitchen

**Site:** The site is currently vacant undeveloped land.

**Surrounding land uses:** North of the site is predominantly vacant undeveloped land. To the East of the site is predominantly commercial uses that include Walmart Super Center, PNC Bank, Panda Express, T-Mobile, Pronto Insurance, Churches Chicken, Wendy's, and Bob Bullock Loop. To the South of the site is Clark Boulevard, vacant undeveloped land, Pizza Patron, GNC, and GameStop. To the West of the site is Chacon Creek Trails, vacant undeveloped land, and single family reduced residential use.

**Comprehensive Plan:** The Future Land Use Map recognizes this area as Neighborhood Mixed-Use.

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

**Transportation Plan:** The Long Range Thoroughfare Plan identifies Clark Boulevard as a Major Arterial.

[www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan\\_2021.02.11.pdf](http://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 is a 6 to 1 vote recommended approval of the zone change.

**STAFF RECOMMENDATION**

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

1. Although the proposed zone change is not in conformance with the Future Land Use Map of the Comprehensive Plan designation for the area as Neighborhood Mixed-Use all except, M-1, M-2, B-4, AH, FH, OG, FiH. B4 is allowed with exceptions
2. Although the site does not meet the B-4 location requirement that it be located along a Highway or Principal Arterial, it's near an Expressway and B-4 zones are within the vicinity.
3. The site meets the minimum lot size requirement of 10,000 square feet for B-4 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The site is approximately 10.71 acres.
4. The site meets the minimum lot width of 100 feet for a B-4 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The site is approximately 426.86 feet.

Staff **supports** the application.

**B-4.** The purpose of the B-4 District (Highway Commercial District) is to provide for those businesses and services serving a regional area which are to be located primarily along principal (major) arterial streets or the freeway, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily along principal arterial streets or the freeway and to impose site development regulations to ensure adequate access of all uses within this classification.

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**Is this change contrary to the established land use pattern?**

No.

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

No.

**Will change adversely influence living conditions in the neighborhood?**

No.

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

Yes, the existing use does not allow for the commercial school kitchen intended by the applicant.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

N/A

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**Attachments**

Maps

Survey

Ordinance

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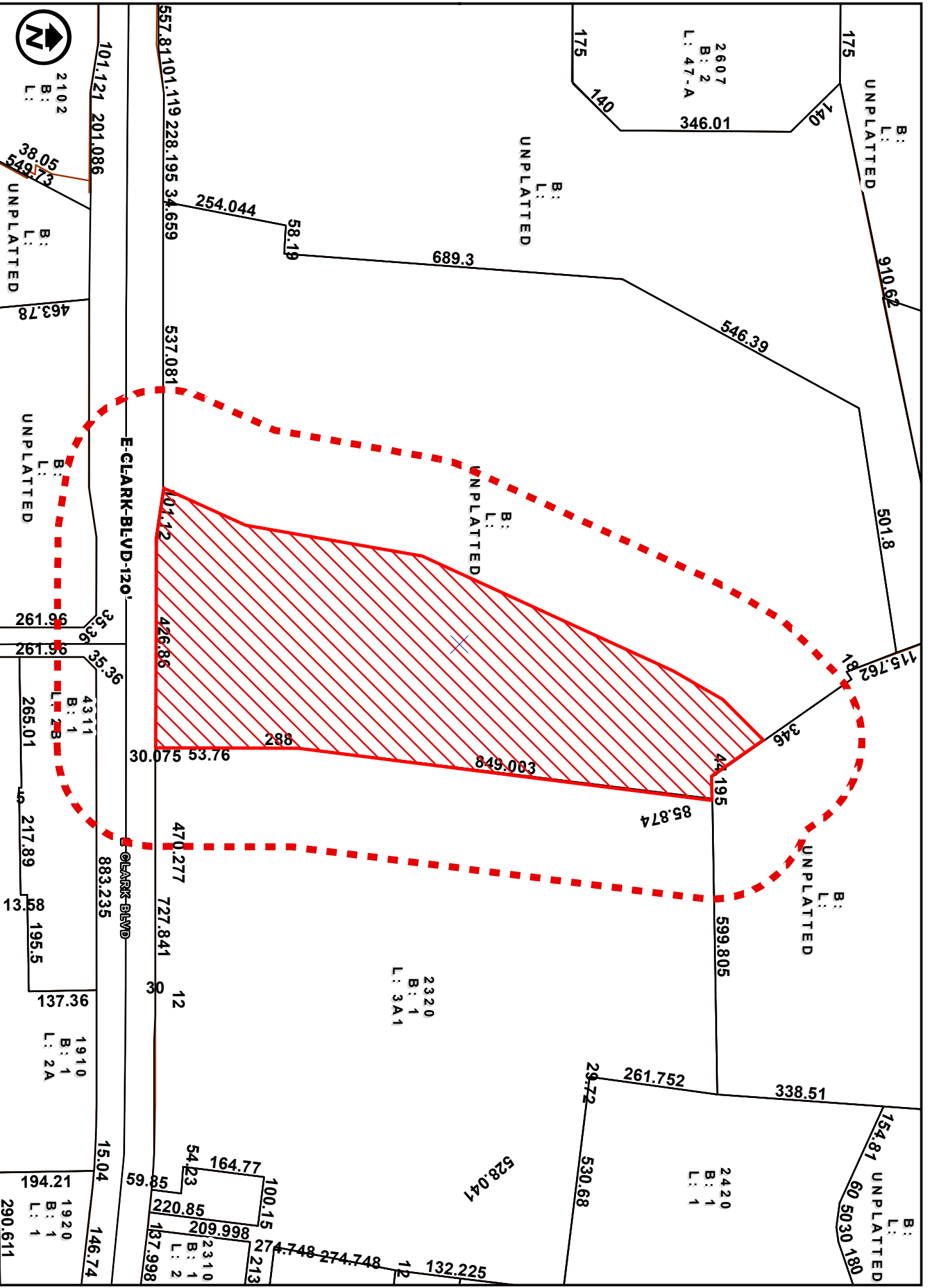


AERIAL MAP  
 1 inch = 250 feet  
 EAST OF CLARK BLVD AT AGUILA AZTECA DR.

ZC-26-2022

COUNCIL DISTRICT 4

APPLICATION FOR  
 B-3 (COMMUNITY BUSINESS DISTRICT)  
 B-4 (HIGHWAY COMMERCIAL DISTRICT)



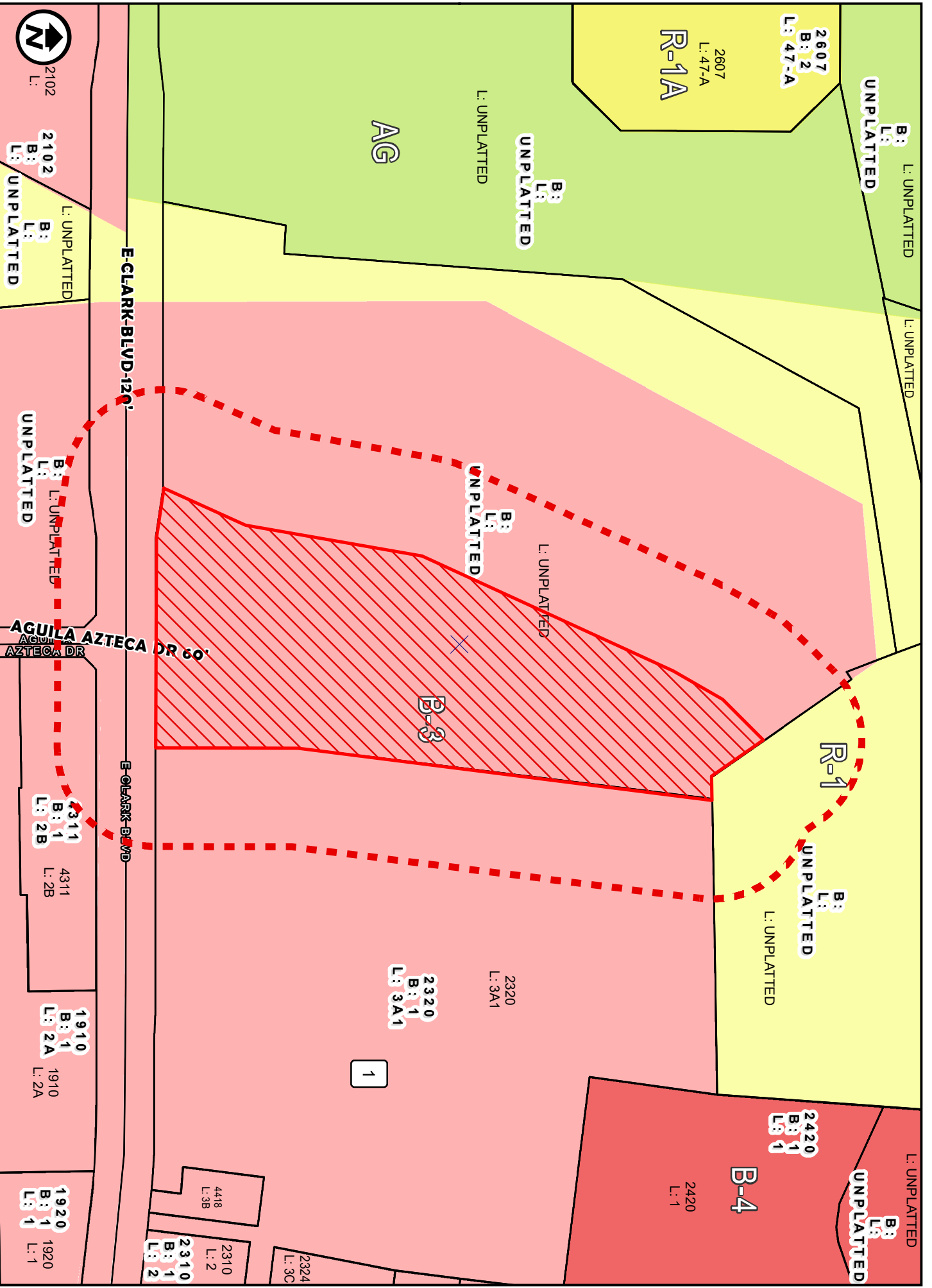
DIMENSIONS MAP  
 1 inch = 250 feet  
 EAST OF CLARK BLVD AT AGUILA AZTECA DR.

ZC-26-2022

APPLICATION FOR  
 B-3 (COMMUNITY BUSINESS DISTRICT)  
 B-4 (HIGHWAY COMMERCIAL DISTRICT)

E CLARK BLVD-120'

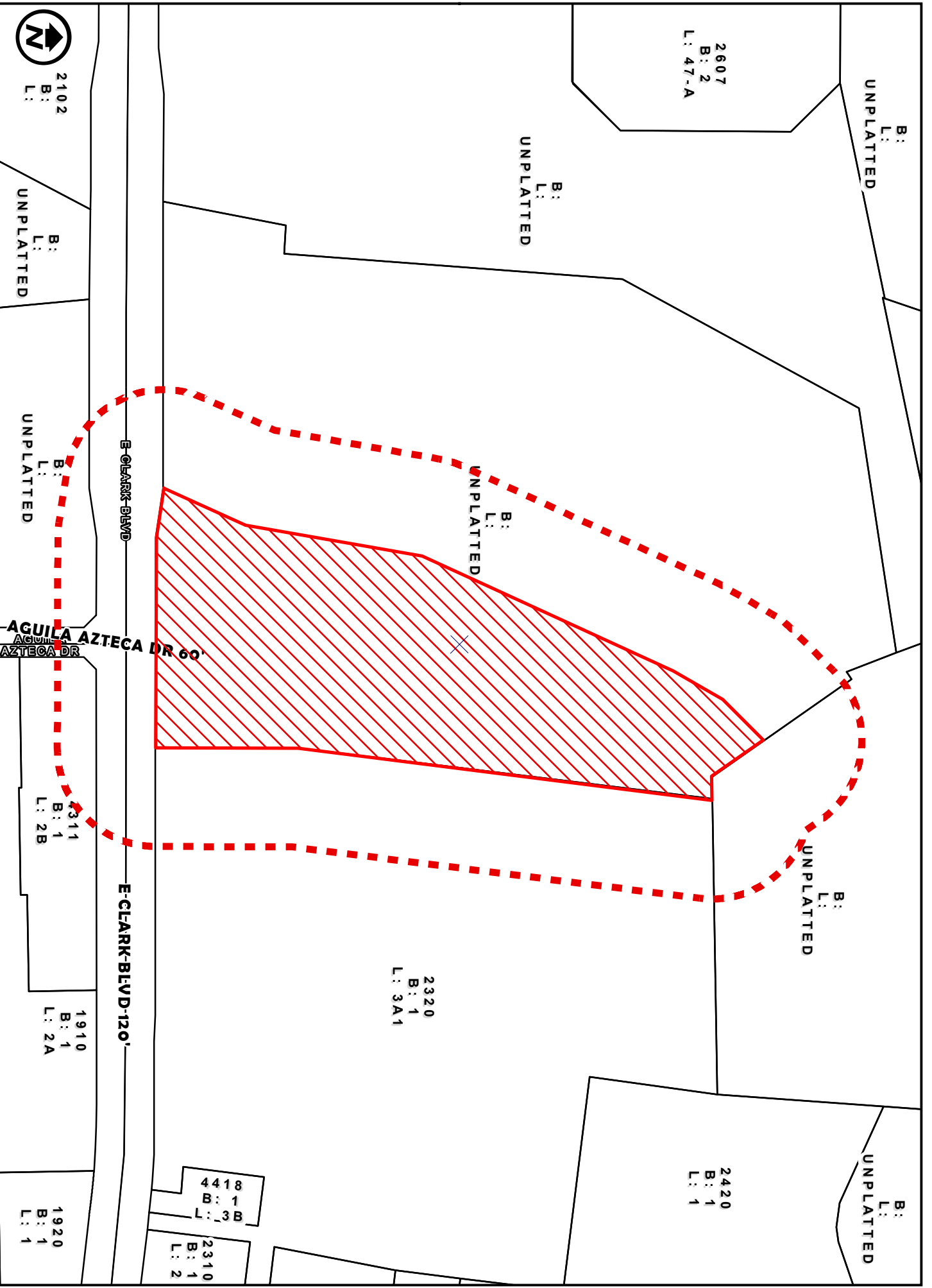
E CLARK BLVD



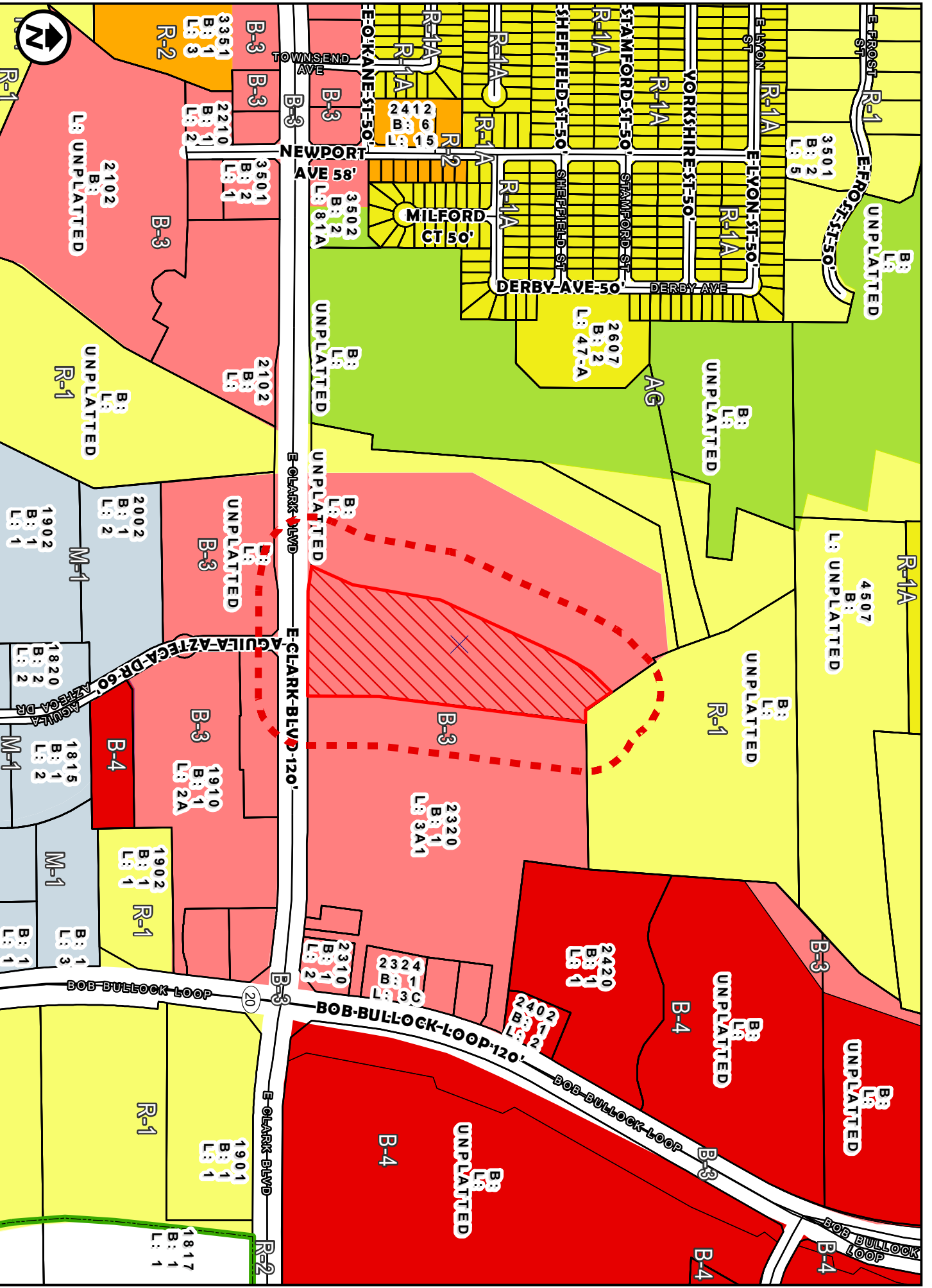
ZONING MAP  
 1 inch = 250 feet  
 EAST OF CLARK BLVD AT AGUILA AZTECA DR.

ZC-26-2022  
 COUNCIL DISTRICT 4  
 APPLICATION FOR  
 B-3 (COMMUNITY BUSINESS DISTRICT)  
 B-4 (HIGHWAY COMMERCIAL DISTRICT)

SURVEY MAP  
 1 inch = 250 feet  
 EAST OF CLARK BLVD AT AGUILA AZTECA DR.  
 ZC-26-2022  
 COUNCIL DISTRICT 4



APPLICATION FOR  
 B-3 (COMMUNITY BUSINESS DISTRICT)  
 B-4 (HIGHWAY COMMERCIAL DISTRICT )



ZONING OVERVIEW  
 ZC-26-2022  
 1 inch = 500 feet  
 COUNCIL DISTRICT 4  
 EAST OF CLARK BLVD AT AGUILA AZTECA DR.

APPLICATION FOR  
 B-3 (COMMUNITY BUSINESS DISTRICT)  
 B-4 (HIGHWAY COMMERCIAL DISTRICT)

**Agricultural/Rural**

B: UNPLATTED  
L: UNPLATTED

2607  
B: 2  
L: 47-A

2607  
B: 2  
L: 47-A

B: UNPLATTED  
L: UNPLATTED

**Low Density Residential**

**Parks**

B: UNPLATTED  
L: UNPLATTED

B: UNPLATTED  
L: UNPLATTED

B: UNPLATTED  
L: UNPLATTED

2320  
B: 1  
L: 3A.1

2320  
B: 1  
L: 3A.1

B: UNPLATTED  
L: UNPLATTED

2420  
B: 1  
L: 1

2420  
B: 1  
L: 1

**Neighborhood Mixed-Use**

4418  
B: 1  
L: 3B

2310  
B: 1  
L: 2

2102  
B: 1  
L: 1

2102  
B: 1  
L: 1  
UNPLATTED

B: UNPLATTED  
L: UNPLATTED

B: UNPLATTED  
L: UNPLATTED

4311  
B: 1  
L: 2B

4311  
B: 1  
L: 2B

1910  
B: 1  
L: 2A

1910  
B: 1  
L: 2A

1920  
B: 1  
L: 1

1920  
B: 1  
L: 1



FUTURE LANDUSE MAP  
1 inch = 250 feet  
COUNCIL DISTRICT 4  
EAST OF CLARK BLVD AT AGUILA AZTECA DR.

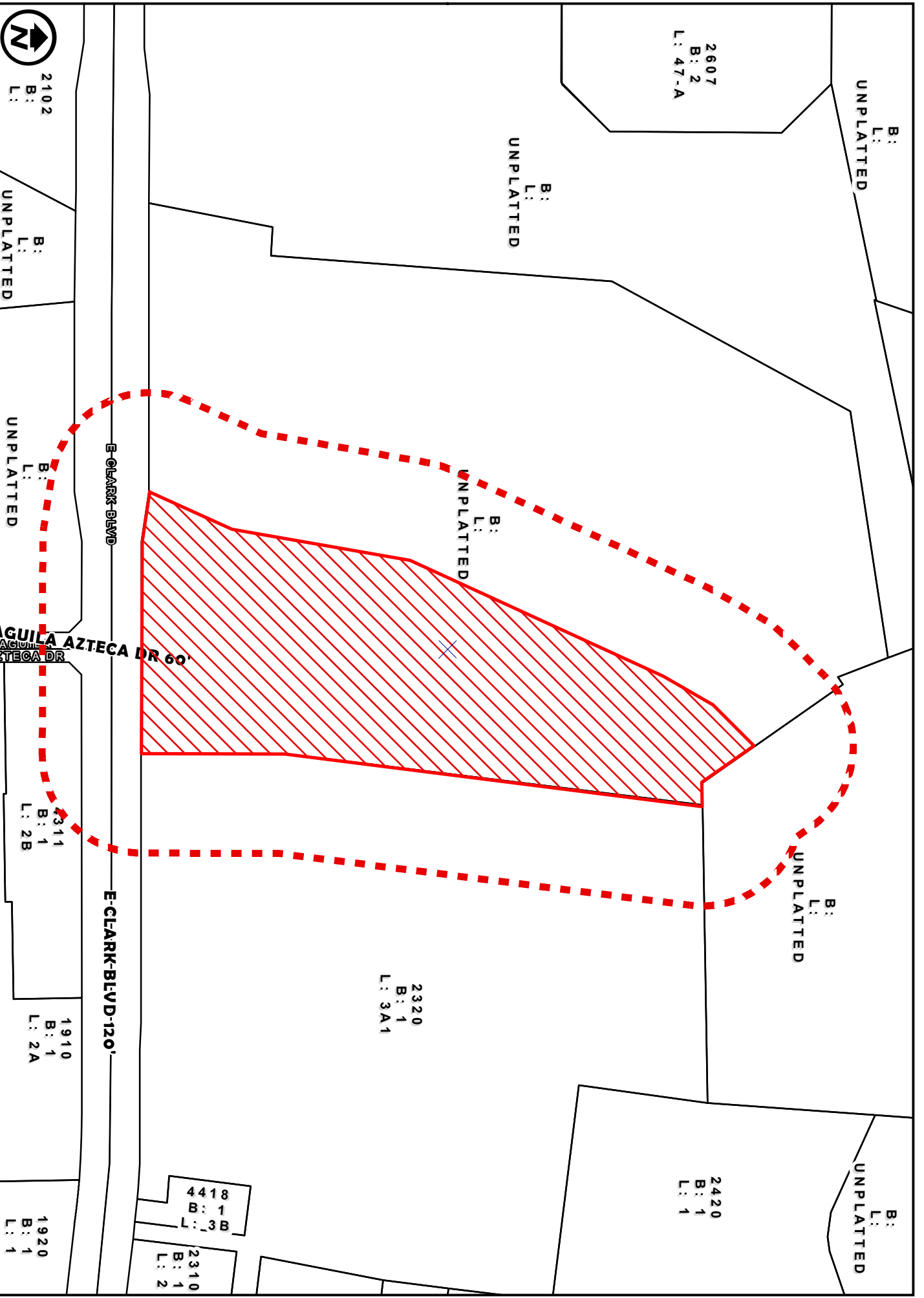
ZC-26-2022  
APPLICATION FOR  
B-3 (COMMUNITY BUSINESS DISTRICT)  
B-4 (HIGHWAY COMMERCIAL DISTRICT)

E-CLARK BLVD-120'

E-CLARK BLVD

MAJOR ARTERIAL

AGUILA AZTECA DR 60'



B:  
L:  
UNPLATTED

2607  
B: 2  
L: 47-A

B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

2420  
B: 1  
L: 1

2320  
B: 1  
L: 3A1

4418  
B: 1  
L: 3B

2310  
B: 1  
L: 2



2102  
B:  
L:

B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

2311  
B: 1  
L: 2B

1910  
B: 1  
L: 2A

1920  
B: 1  
L: 1

E-CLARK BLVD

E-CLARK BLVD-120'

AGUILA AZTECA DR 60'

200' NOTIFICATION  
1 inch = 250 feet  
COUNCIL DISTRICT 4  
EAST OF CLARK BLVD AT AGUILA AZTECA DR.

APPLICATION FOR  
B-3 (COMMUNITY BUSINESS DISTRICT)  
B-4 (HIGHWAY COMMERCIAL DISTRICT)



**LEGAL DESCRIPTION for a TRACT OF LAND  
containing 10.1752 acres, more or less, situated in Porcion 29, Juan Bautista Villareal, Original  
Grantee, Abstract 3086, Webb County, Texas**

A Tract of Land containing 10.1752 acres, more or less, situated in Porcion 29, Juan Bautista Villarreal, Original Grantee, Abstract 3086, Webb County, Texas, said tract of land called to contain 10.16 acres, more or less, conveyed to Killam Development, Ltd., as recorded in Volume 3441, Page 9, Official Public Records of Webb County, Texas, and originally out of Tract "K-5" conveyed to Killam Ranch Properties, Ltd., as recorded in Volume 1385, Page 300, Official Public Records of Webb County, Texas, this tract of land containing 10.1752 acres, more or less, being more particularly described by metes and bounds as follows:

**COMMENCING** at a TXDOT right-of-way monument (GPS Coordinates: N:17077927.9290 E:674135.6880) found on the north right-of-way line of Spur 400 (Clark Blvd.); **THENCE**, S 89°51'22" E, along the north right-of-way line of Spur 400 (Clark Boulevard), a distance of 799.80 feet to a found 60d Nail (GPS Coordinates: N:17077925.9140 E:674935.4780), same 60d nail being the **POINT OF BEGINNING** of this tract of land containing 10.1752 acres, more or less, the southwest corner hereof;

**THENCE**, N 24°18'15" E, a distance of 182.22 feet to a set ½" iron rod, a point of deflection to the left;

**THENCE**, N 09°54'34" E, a distance of 363.48 feet to a set ½" iron rod, a point of deflection to the right;

**THENCE**, N 24°35'41" E, a distance of 560.60 feet to a set ½" iron rod, a point of deflection to the right;

**THENCE**, N 29°49'10" E, a distance of 115.65 feet to a set ½" iron rod, a point of deflection to the right;

**THENCE**, N 45°05'14" E, a distance of 116.47 feet to a set ½" iron rod, same iron rod being on the common boundary line between this tract and the Keith and Marilyn Asmussen Tract, as recorded in Volume 437, Page 44, Deed Records of Webb County, Texas, the north corner hereof;

**THENCE**, S 34°57'34" E, along the common boundary of this Tract and said Keith and Marilyn Asmussen Tract, a distance of 128.11 feet to a set ½" iron rod, an interior point hereof;

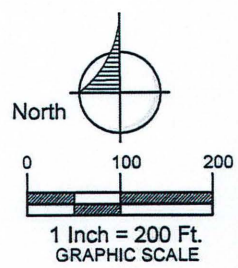
**THENCE**, N 89°03'41" E, continuing along said common boundary, a distance of 49.27 feet to a found iron rod in concrete, same iron rod being the northwest corner of Lot 3, Block 1, Ponderosa Commercial Subdivision Unit 1, as recorded on Volume 21, Page 99, Plat Records of Webb County, Texas, the northeast corner hereof;

**THENCE**, S 07°10'42" W, along the common boundary between this tract and said Lot 3, Block 1, Ponderosa Commercial Subdivision Unit 1, a distance of 846.15 feet to a found iron rod in concrete, a deflection point to the left;

**THENCE**, S 00°10'24" W, continuing along said common boundary between this tract and said Lot 3, Block 1, Ponderosa Commercial Subdivision Unit 1, a distance of 289.05 feet, to a point, said point being on the north right-of-way line of Spur 400 (Clark Blvd.), the southeast corner hereof;

N89°27'41"E RECORD 65.00' INFORMATION    **S33°29'20"W** AS MEASURED **161.24'** IN FIELD    1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED) CORNER POINT    ROW MONUMENT    CHAIN LINK FENCE    WOOD FENCE    SMOOTH WIRE FENCE    UTILITY POLE    WROUGHT IRON    LIGHT POST    BLOCK FENCE

SUBJECT TO RECORDED RESTRICTIVE COVENANTS AND/OR EASEMENTS AS FOLLOWS:    VOL. 21 PAGE 99 P.R.W.C.T.    VOL. 1385 PAGE 300 O.P.R.W.C.T.    VOL. 3441 PAGE 9 O.P.R.W.C.T.    VOL. 437 PAGE 44 D.R.W.C.T.    VOL. PAGE



**PORCION 29  
JUAN B.  
VILLARREAL  
ORIGINAL GRANTEE  
ABSTRACT 3086**

**20' SANITARY SEWER  
EASEMENT  
PONDEROSA COMMERCIAL  
SUBD. UNIT 1  
VOL. 21, PG. 99, P.R.W.C.T.**

**KEITH ASMUSSEN & WIFE  
VOLUME 437, PAGE 44,  
D.R.W.C.T.**

**LEGEND**  
ROW MON TXDOT ROW MONUMET  
IRF IRON ROD FOUND  
IRS IRON ROD SET  
R.O.W. RIGHT-OF-WAY  
B.S. BUILDING SETBACK  
O.P.R.W.C.T. OFFICIAL PUBLIC RECORD  
WEBB COUNTY TEXAS  
P.R.W.C.T. PLAT RECORD  
WEBB COUNTY TEXAS

**CHACON CREEK**

**30' WIDE SANITARY SEWER  
EASEMENT  
VOL. 458, PG. 72,  
P.R.W.C.T.**

**LOT 3, BLOCK 1  
(DETENTION POND)**

**30' WIDE DUKE ENERGY FIELD CORP  
PIPELINE EASEMENT ALIGNMENT**

**FEMA - FLOOD ZONE COMMUNITY PANEL  
PANEL NUMBER: 48479C1215C  
EFFECTIVE DATE: APRIL 2, 2008  
BY GRAPHICALLY PLOTTING**

**10.1752 ACRE TRACT  
KILLAM DEVELOPMENT, LTD.  
VOLUME 3441, PAGE 9,  
O.P.R.W.C.T.**

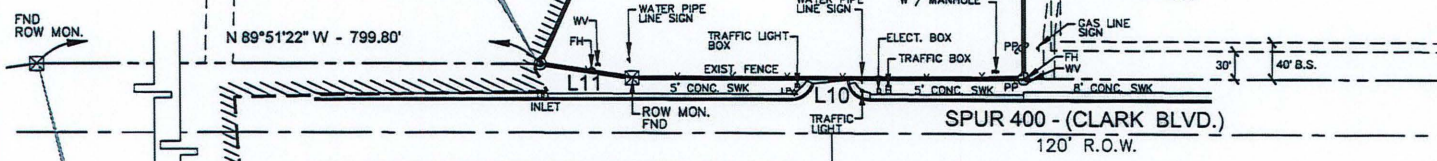
**KILLAM RANCH PROPERTIES, LTD.  
VOLUME 1385, PAGE 300,  
O.P.R.W.C.T.**

**LOT 3, BLOCK 1  
PONDEROSA COMMERCIAL  
SUBDIVISION, UNIT 1  
VOLUME 21, PAGE 99,  
P.R.W.C.T.**

**30' WIDE DUKE ENERGY FIELD CORP  
PIPELINE EASEMENT ALIGNMENT**

LINE	LENGTH	CHORD DIRECTION
L1	182.22'	N 24°18' 15" E
L2	363.48'	N 09°54' 34" E
L3	560.60'	N 24°35' 41" E
L4	115.65'	N 29°49' 10" E
L5	116.47'	N 45°05' 14" E
L6	128.11'	S 34°57' 34" E
L7	49.27'	N 89°03' 41" E
L8	846.15'	S 07°10' 42" W
L9	289.05'	S 00°10' 24" W
L10	426.99'	N 89°51' 22" W
L11	101.09'	N 81°19' 34" W

**POINT OF BEGINNING**  
600 NAIL W/ WHISKERS FOUND  
N: 17077925.9140  
E: 674935.4780



**COMMENCING POINT**  
ROW MONUMENT FOUND  
N: 17077927.9290  
E: 674135.6880

- NOTES:**
- 1- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY NOT SHOW ALL EASEMENTS OR OTHER MATTERS AFFECTING THIS PROPERTY
  - 2- A 1/2" IRON ROD WAS FOUND BEARING N 00°10'24" E - 1.05' FROM THE SOUTHEAST CORNER OF THIS TRACT
  - 3- SET IRON RODS SHOWN HEREON ARE CAPPED WITH ORANGE PLASTIC CAPS MARKED "SECA ENG TX# 5783".

**A Tract of Land**  
CONTAINING 10.1752 ACRES MORE OR LESS, SITUATED IN PORCION 29, JUAN BAUTISTA VILLARREAL, ORIGINAL GRANTEE ABSTRACT 3086, WEBB COUNTY, TEXAS, CONVEYED TO KILLAM DEVELOPMENT, LTD. AS RECORDED IN VOLUME 3441, PAGE 9, O.P.R.W.C.T. ORIGINALLY OUT OF TRACT "K-5", KILLAM RANCH PROPERTIES, LTD., AS RECORDED IN VOLUME 1385, PAGE 300, O.P.R.W.C.T.

**CONTROLLING MONUMENTS:**  
TWO R.O.W. MONUMENTS FOUND ON THE NORTH RIGHT-OF-WAY LINE OF SPUR 400 (CLARK BLVD.)

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

I, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THE ABOVE DRAWING IS TRUE AND CORRECT ACCORDING TO MEASUREMENTS MADE ON THE GROUND. BOUNDARY LINES ARE, IN MY OPINION, SHOWN AT THE BEST LOCATION, BEFORE BUILDING OR MOVING IMPROVEMENTS, AGREE ON LOCATION WITH NEIGHBOR. IT IS UNDERSTOOD THAT A FORMAL CERTIFICATION IS BEING MADE BY A COMPANY SPECIALIZING IN THE PROCEDURE OF PROVIDING FLOOD CERTIFICATIONS AND THIS SURVEY MAKES NO REFERENCE TO FLOOD INFORMATION, SETBACKS AND EASEMENTS TO WHICH WE HAVE BEEN INFORMED ARE SHOWN ON DRAWING OR BY REFERENCE. THIS SURVEY IS FOR THE SOLE USE OF THE CURRENT BUYER AND MAY NOT BE COPIED AND/OR REUSED BY OTHERS.



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

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

SCALE: 1" = 200'		DRAWN BY: J.L.B.
FIELD DATE: 11-06-2020		CHECKED BY: H.S.
SURVEYED BY: B.U.		SECA ENGINEERING JOB No. KILLAM - 2022S01

*Hugo Seca*    01/18/2022  
HUGO SECA, R.P.L.S.    DATE

©2022

**ORDINANCE NO. 2022-O-040**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF APPROXIMATELY 10.17 ACRES, SITUATED IN PORCION 29, JUAN BAUTISTA VILLARREAL, ORIGINAL GRANTEE, ABSTRACT 3086, WEBB COUNTY, TEXAS, SAID TRACT OF LAND CALLED TO CONTAIN 10.16 ACRES, CONVEYED TO KILLAM DEVELOPMENT, LTD., AS RECORDED IN VOLUME 3441, PAGE 9, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS, AND ORIGINALLY OUT OF TRACT "K-5" CONVEYED TO KILLAM RANCH PROPERTIES, LTD., AS RECORDED IN VOLUME 1385, PAGE 300, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS, LOCATED NORTH OF CLARK BOULEVARD AND WEST OF BOB BULLOCK LOOP, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT) PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of approximately 10.17 acres, situated in Porcion 29, Juan Bautista Villarreal, Original Grantee, Abstract 3086, Webb County, Texas, said tract of land called to contain 10.16 acres, conveyed to Killam Development, Ltd., as recorded in Volume 3441, Page 9, Official Public Records of Webb County, Texas, and originally out of Tract "K-5" conveyed to Killam Ranch Properties, Ltd., as recorded in Volume 1385, Page 300, Official Public Records of Webb County, Texas, located north of Clark Boulevard and west of Bob Bullock Loop, from B-3 (Community Business District) to B-4 (Highway Commercial District) and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 16, 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 March 21, 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 10.17 acres, situated in Porcion 29, Juan Bautista Villarreal, Original Grantee, Abstract 3086, Webb County, Texas, said tract of land called to contain 10.16 acres, conveyed to Killam Development, Ltd., as recorded in Volume 3441, Page 9, Official Public Records of Webb County, Texas, and originally out of Tract "K-5" conveyed to Killam Ranch Properties, Ltd., as recorded in Volume 1385, Page 300, Official Public Records of Webb County, Texas, located north of Clark Boulevard and west of Bob Bullock Loop, from B-3 (Community Business District) to B-4 (Highway Commercial District).

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

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

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

---

PETE SAENZ  
MAYOR

ATTEST:

---

JOSE A. VALDEZ  
CITY SECRETARY

APPROVED AS TO FORM:

---

SYLVIA BORANDA-FIRTH  
INTERIM CITY ATTORNEY

**City Council-Regular****Meeting Date:** 04/04/2022**Initiated By:** Orlando Navarro, Planning Director**Initiated By:** Store All, Ltd, Owner; Howland Engineering, Applicant/Representative**Staff Source:** Orlando D. Navarro, Planning Director**SUBJECT**

**2022-O-041** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for a mini-storage / warehouse on Lot 1, Block 1, Lago Del Mar Subdivision, Unit 16, located at 2519 East Del Mar Boulevard.

**ZC-027-2022****District V****PREVIOUS COUNCIL ACTION**

The item was introduced at the City Council meeting of March 21, 2022.

**BACKGROUND**

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

**Proposed use:** Mini-Storage/Warehouse

**Site:** The site is vacant undeveloped land.

**Surrounding land uses:** To the North of the site is Del Mar Boulevard, residential use, and Gold's Gym. To the East of the site is vacant undeveloped land. To the South of the site is Del Mar Mini Storage. To the West of the site is a commercial plaza that include La Michoacana, Tardart, and Pino Burger, as well as Tokoyo Garden.

**Comprehensive Plan:** The Future Land Use Map identifies this area as Neighborhood Mixed Use.

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

**Transportation Plan:** The Long Range Thoroughfare Plan identifies Del Mar Boulevard as a Modified Major Arterial.

[www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan\\_2021.02.11.pdf](http://www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf)

**Letters sent to surrounding property owners:** 14 **In Favor:** 0 **Opposed:** 0

**COMMITTEE RECOMMENDATION**

The Planning & Zoning Commission is a 6 to 1 vote recommended approval of the special use permit.

**STAFF RECOMMENDATION**

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

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

1. The proposed site is in conformance with the Future Land Use Map of the Comprehensive Plan designation for the area as Neighborhood Mixed Use, which includes B-3 zoning districts.
2. The proposed use is compatible with the surrounding existing zones and uses.
3. The proposed use is in conformance with parking as per the Land Development Code Section 24-78, requiring there be 4 parking spaces plus 2 for employees. The site plan identifies 19 parking spaces.
4. The property does not meet the Land Development Code design standard for mini-storage facilities, requiring said facilities be located no less than 350 feet from a Major Arterial as identified by the Comprehensive Plan. Del Mar Boulevard is identified as Modified Major Arterial. As per the Comprehensive Plan, Modified Major Arterial and Major Arterial would be considered the same. Although, it does not comply with the requirement being it be no less than 350 feet from a Major Arterial, this should not adversely impact the surrounding area.

If approved Staff suggests the following Conditions:

1. The Special Use Permit is restricted to site plan, which is made part hereof for all purposes, and restricted to a mini-storage warehousing facility.
2. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and

=

s

39

a

properties.

3. No less than 5% of the total area of the proposed tract for development shall be reserved for landscape purposes in addition to those provisions established in Section 24-83, "Trees and Shrubs", of the Laredo Land Development Code.
4. Fencing and/or walling shall comply with the provisions established in Section 24-79, "Fencing and Screening," of the Laredo Land Development Code. In the event additional fencing or walling is proposed, no less than 25% and no more than 70% shall be opaque. A visibility triangle as defined in Appendix 'A' of the Laredo Land Development Code shall be maintained.
5. Dumpsters, trash bins, or locations for refuse collection shall not be permitted.
6. Flammables, combustibles, corrosives, toxins, nuclear waste, hazardous waste water, or any material requiring placards for transport shall not be permitted. No permits for storage of any like materials issued by the Laredo Fire Department shall supersede this provision.
7. Signage shall be consistent with the City's Sign Ordinance.
8. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
9. The business shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
10. The business shall undergo an annual Fire Inspection.
11. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Certificate of Occupancy with Occupant Load, Occupant Load being the approve capacity of a building or portion thereof.
12. Specify low lighting attached to units and directed towards the ground. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
13. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
14. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.

Staff supports the application.

**Is this change contrary to the established land use pattern?**

No.

**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?**

No.

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

Yes, the underlying zone requires the special use permit overlay to allow for a mini storage/warehouse.

---

#### Fiscal Impact

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

N/A

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#### Attachments

Maps

Narrative

Site Plan

Ordinance

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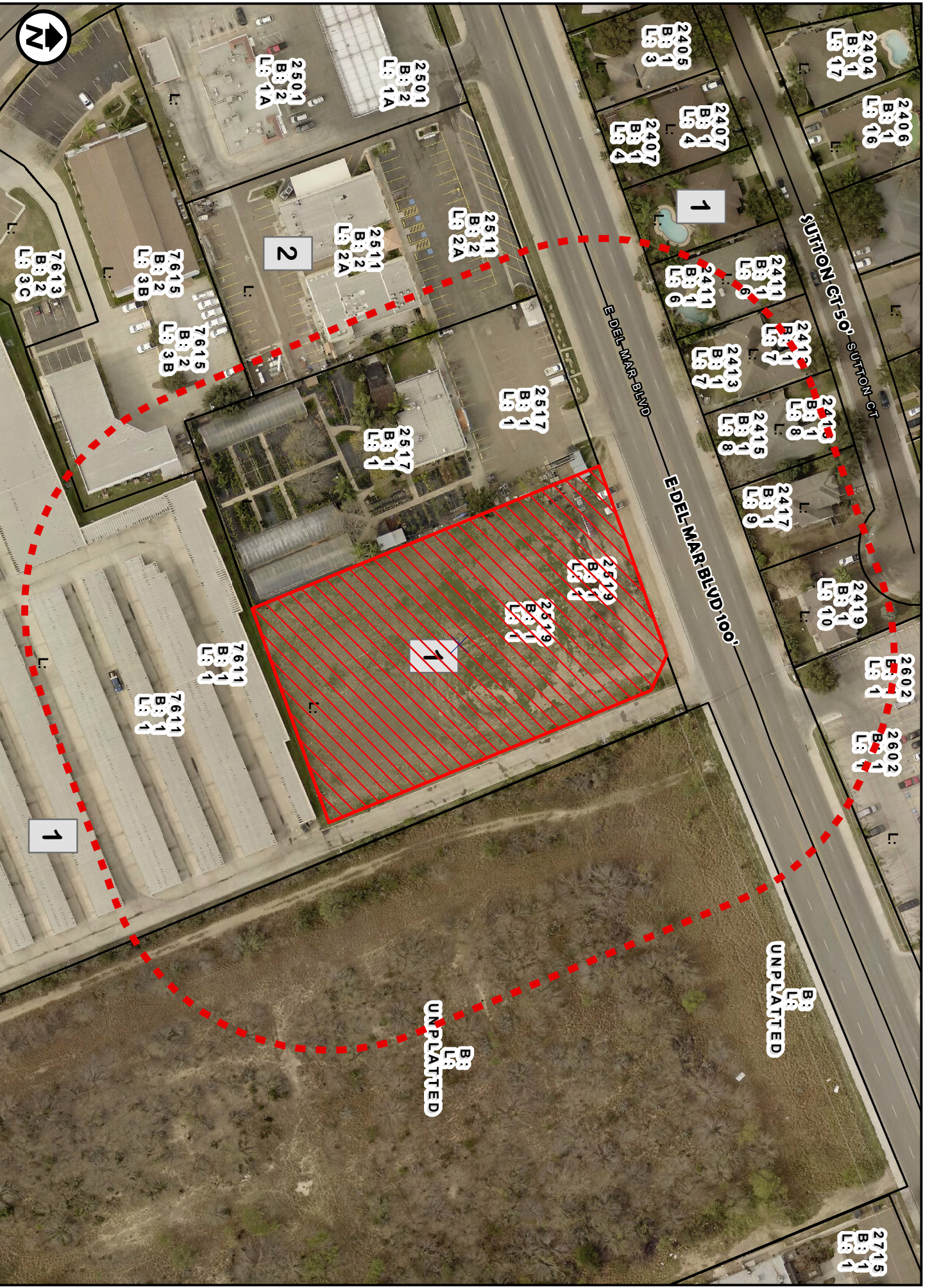


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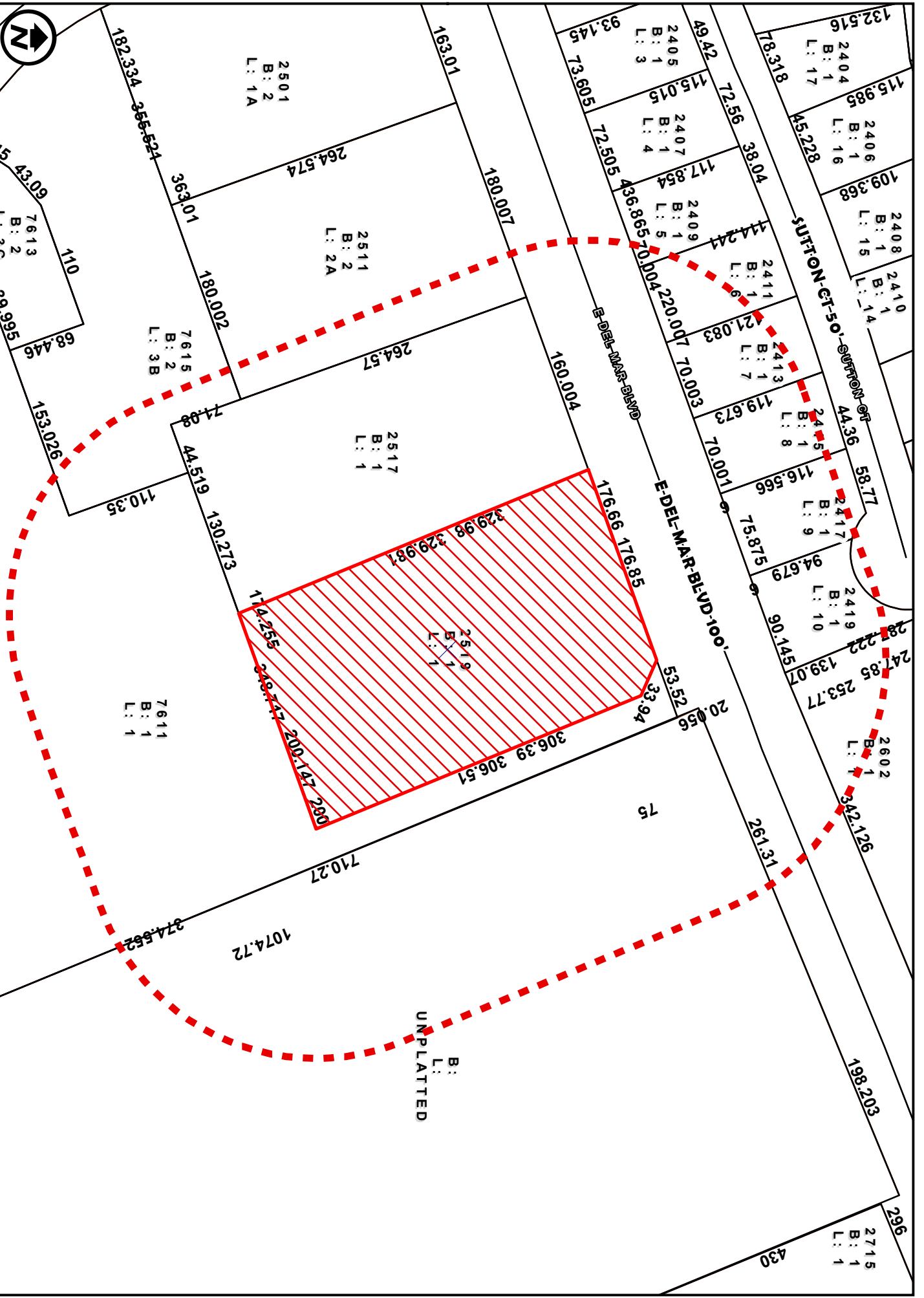
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AERIAL MAP  
1 inch = 108 feet

ZC-27-2022  
COUNCIL DISTRICT 5  
2519 E. DEL MAR

APPLICATION FOR  
B-3 (COMMUNITY BUSINESS DISTRICT)  
S.U.P.



1 inch = 108 feet

COUNCIL DISTRICT 5  
2519 E. DELMAR

APPLICATION FOR  
B-3 (COMMUNITY BUSINESS DISTRICT)  
S.U.P.

DIMENSIONS MAP  
ZC-27-2022



2501  
B: 2  
L: 1A

2611  
B: 2  
L: 2A

2517  
B: 1  
L: 1

2519  
B: 1  
L: 1

7611  
B: 1  
L: 1

B:  
L:  
UNPLATTED

132,516  
2404  
L: 17  
B: 1

115,985  
2406  
L: 16  
B: 1

109,368  
2408  
L: 15  
B: 1

2410  
2410  
L: 14  
B: 1

45,228  
2409  
L: 16  
B: 1

38,040  
2407  
L: 4  
B: 1

115,015  
2405  
L: 3  
B: 1

73,903  
2409  
L: 5  
B: 1

117,854  
2409  
L: 4  
B: 1

144,241  
2411  
L: 6  
B: 1

421,083  
2413  
L: 7  
B: 1

119,673  
2445  
L: 8  
B: 1

70,001  
116,566  
L: 9  
B: 1

75,875  
2419  
L: 10  
B: 1

94,679  
2419  
L: 10  
B: 1

60,145  
281,222  
L: 1  
B: 1

139,071  
247,85  
L: 1  
B: 1

253,77  
2602  
L: 1  
B: 1

342,129  
198,203  
2715  
L: 1  
B: 1

430

182,334  
395,524  
393,301  
180,002  
7615  
L: 3B  
B: 2

264,574  
264,57  
2517  
L: 1  
B: 1

180,002  
180,002  
110,35  
130,273  
44,519  
71,38  
110,35

114,2555  
271,002  
271,002  
2800

306,39  
306,51  
306,39  
33,94  
53,522  
20,056

1074,72  
710,27  
374,552

EDDEL-MAR-BEVD-100  
EDDEL-MAR-BEVD-100

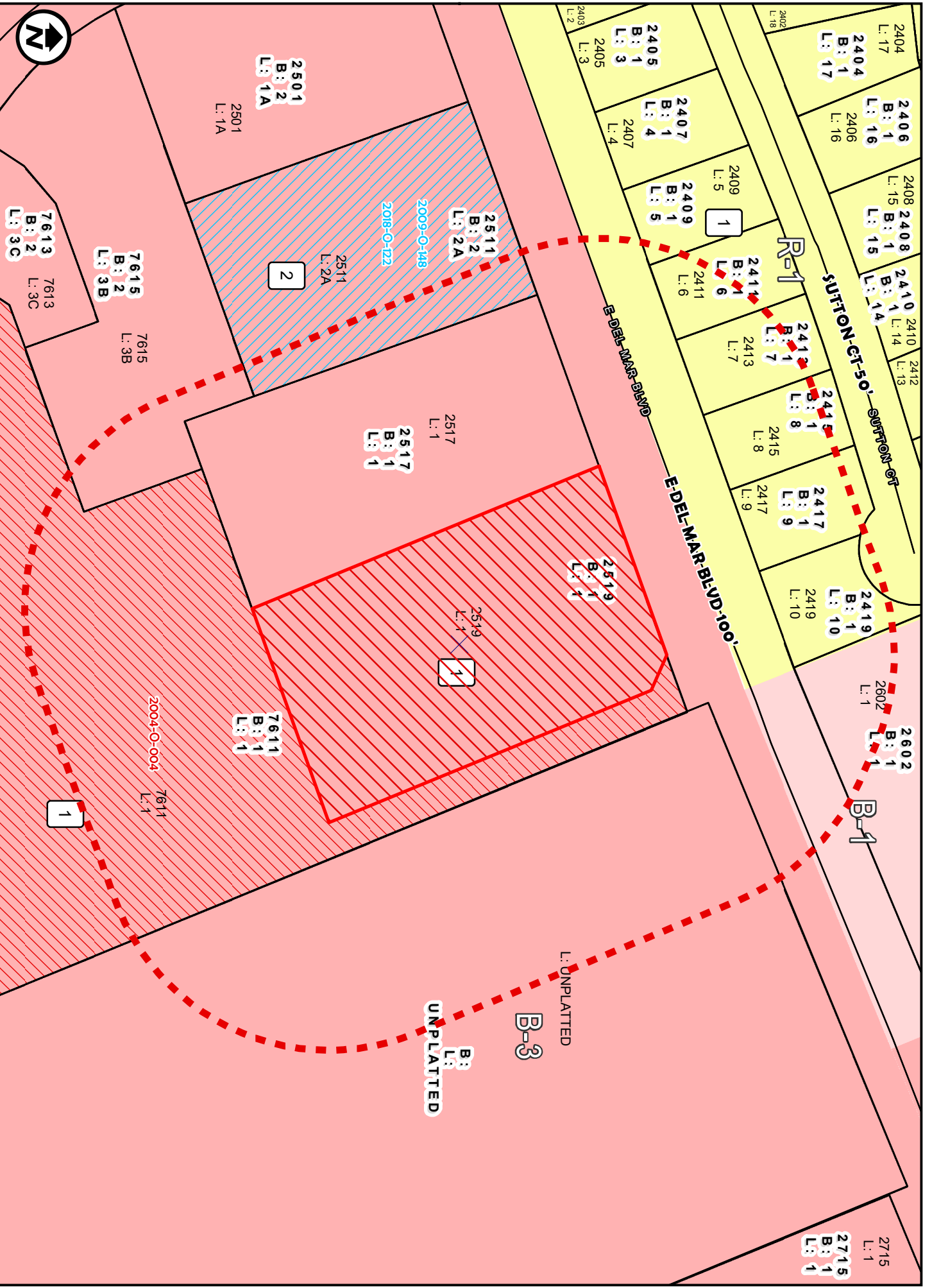


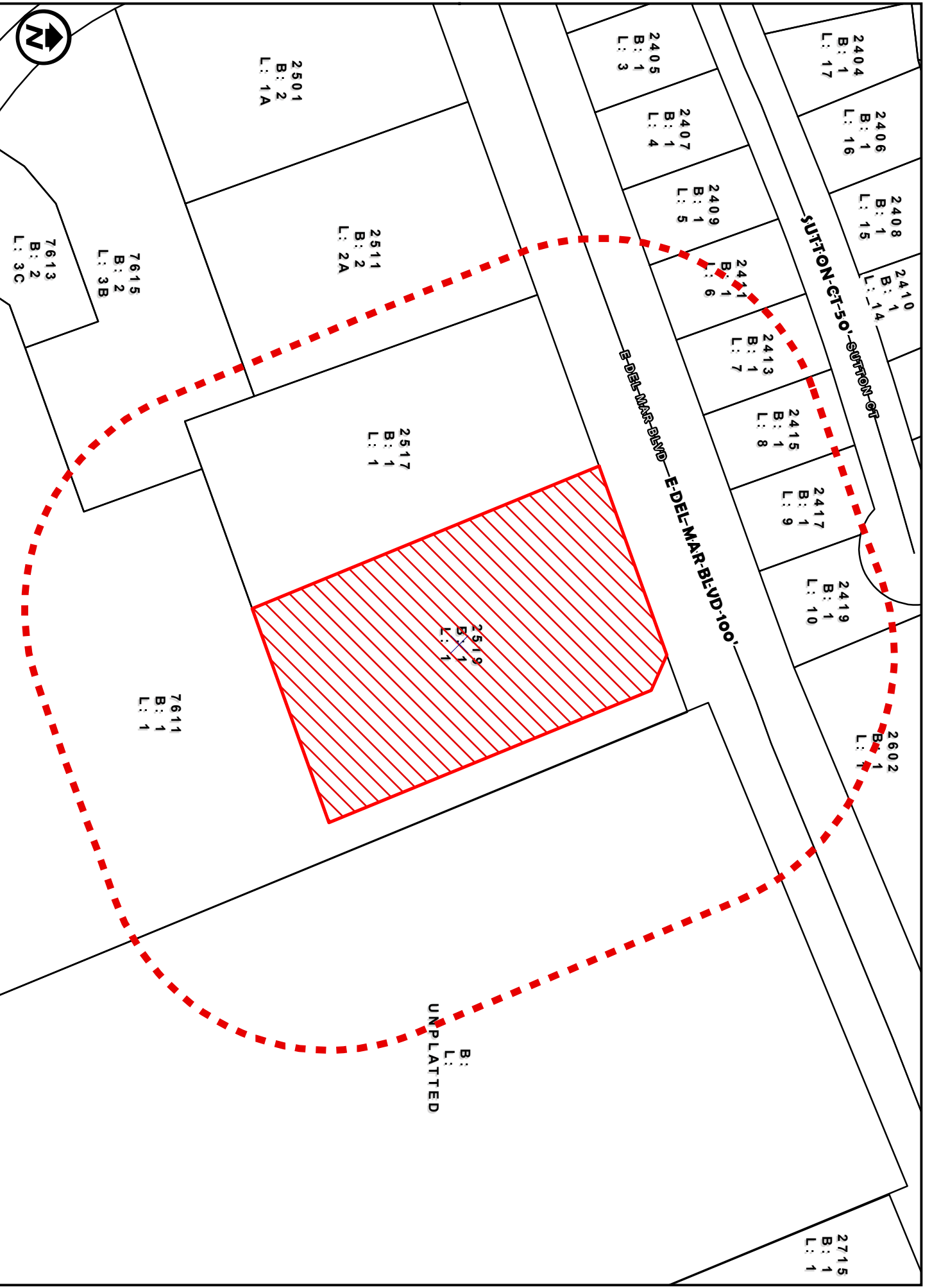
ZONING MAP  
1 inch = 108 feet

COUNCIL DISTRICT 5  
2519 E. DEL MAR

APPLICATION FOR  
B-3 (COMMUNITY BUSINESS DISTRICT)  
S.U.P.

ZC-27-2022





2404  
B: 1  
L: 17

2406  
B: 1  
L: 16

2408  
B: 1  
L: 15

2410  
B: 1  
L: 14

2405  
B: 1  
L: 3

2407  
B: 1  
L: 4

2409  
B: 1  
L: 5

2411  
B: 1  
L: 6

2413  
B: 1  
L: 7

2415  
B: 1  
L: 8

2417  
B: 1  
L: 9

2419  
B: 1  
L: 10

2501  
B: 2  
L: 1A

2511  
B: 2  
L: 2A

2517  
B: 1  
L: 1

2519  
B: 1  
L: 1

7611  
B: 1  
L: 1

7615  
B: 2  
L: 3B

7613  
B: 2  
L: 3C

2602  
B: 1  
L: 1

2715  
B: 1  
L: 1

B:  
L:  
UNPLATTED

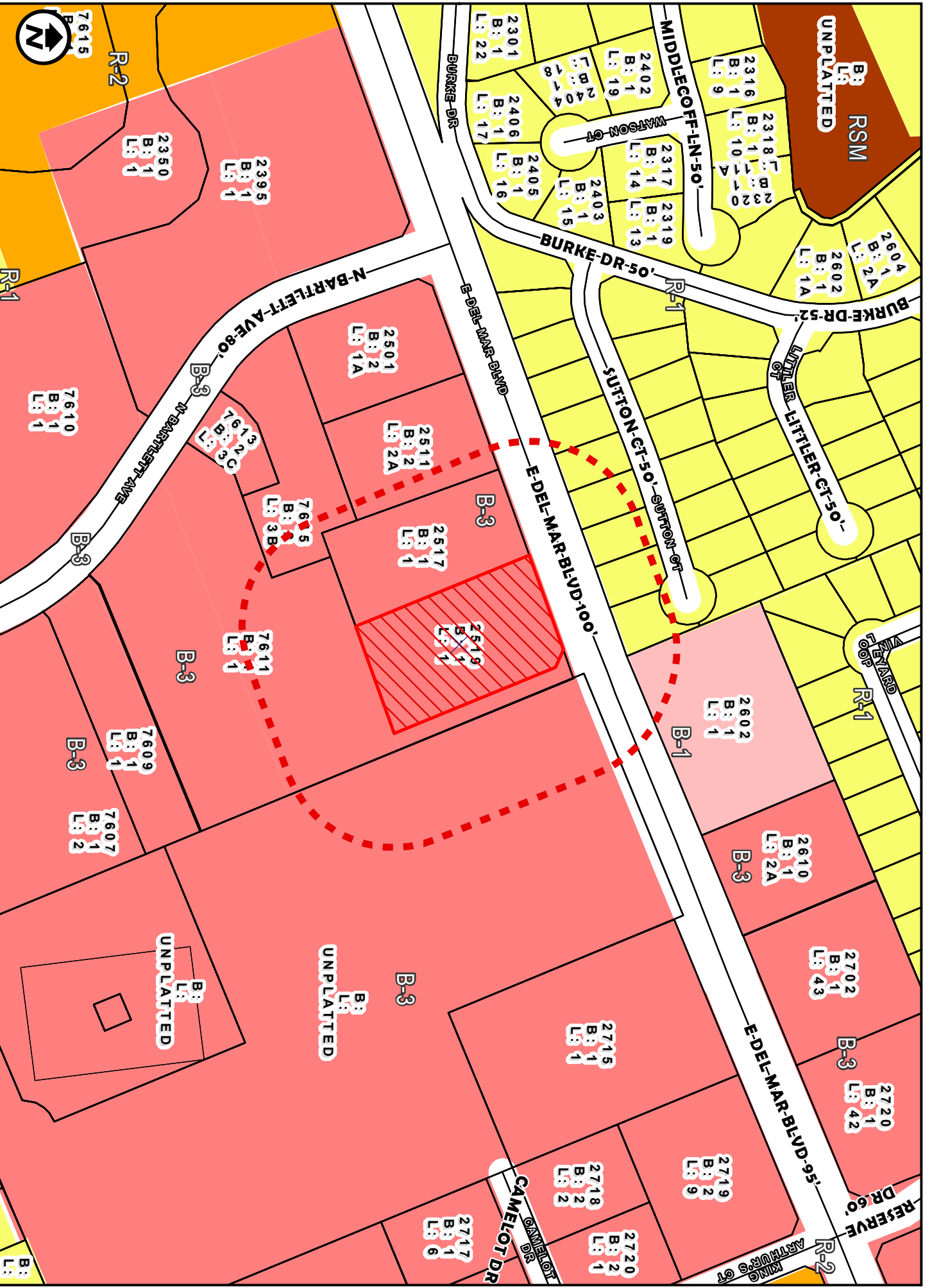


SURVEY MAP  
1 inch = 108 feet

COUNCIL DISTRICT 5  
2519 E. DEL MAR

ZC-27-2022

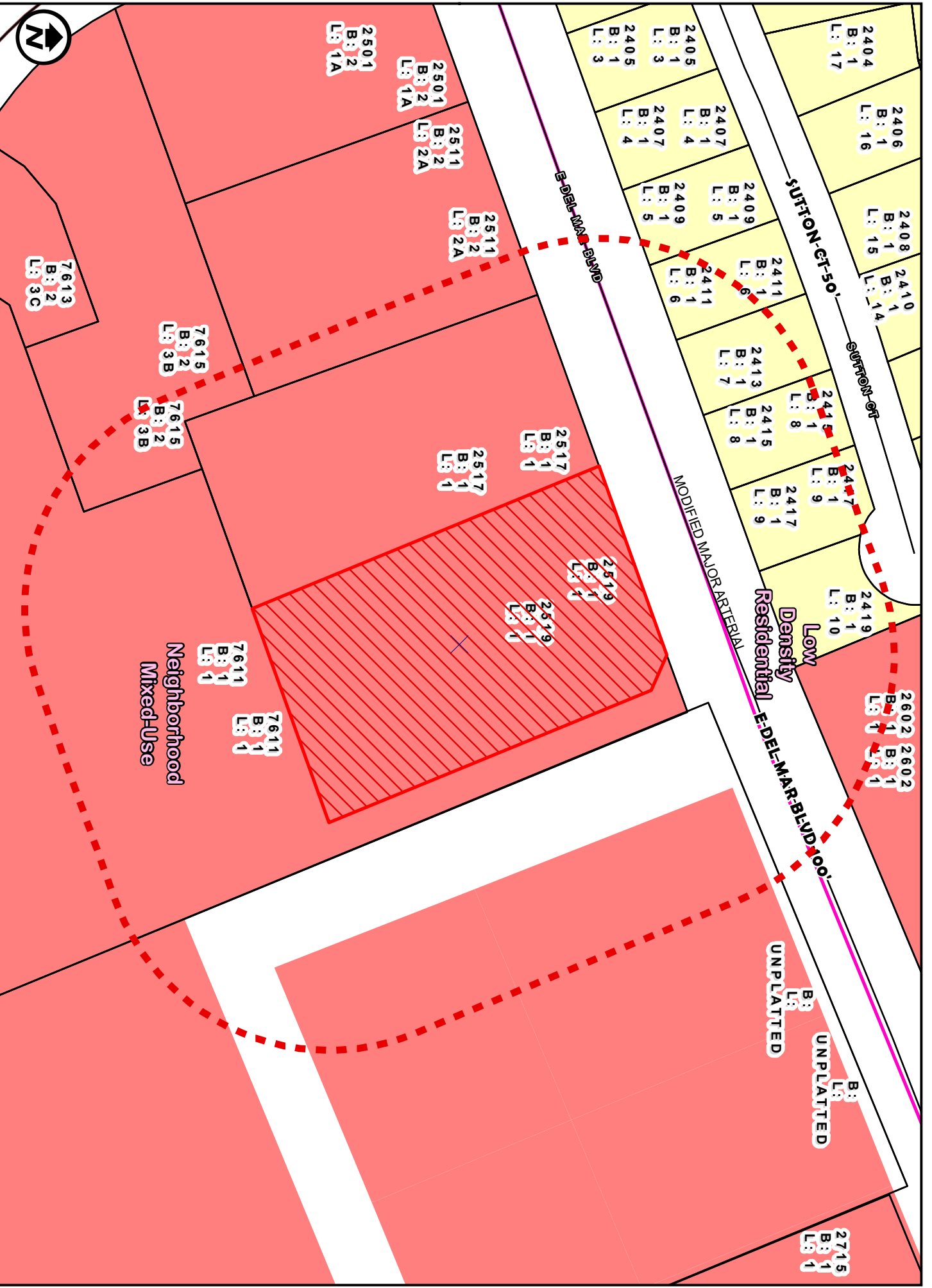
APPLICATION FOR  
B-3 (COMMUNITY BUSINESS DISTRICT)  
S.U.P.



ZONING OVERVIEW  
 1 inch = 217 feet

ZC-27-2022  
 COUNCIL DISTRICT 5  
 2519 E. DEL MAR

APPLICATION FOR  
 B-3 (COMMUNITY BUSINESS DISTRICT)  
 S.U.P.



FUTURE LANDUSE MAP  
 1 inch = 108 feet  
 COUNCIL DISTRICT 5  
 2519 E. DEL MAR

ZC-27-2022  
 APPLICATION FOR  
 B-3 (COMMUNITY BUSINESS DISTRICT)  
 S.U.P.

Neighborhood  
 Mixed-Use

Low  
 Density  
 Residential

B:  
 UNPLATTED  
 L:  
 UNPLATTED

2715  
 B: 1  
 L: 1

7613  
 B: 2  
 L: 3C

7615  
 B: 12  
 L: 3B

7615  
 B: 12  
 L: 3B

7611  
 B: 1  
 L: 1

7611  
 B: 1  
 L: 1

2501  
 B: 2  
 L: 1A

2501  
 B: 2  
 L: 1A

2511  
 B: 12  
 L: 2A

2511  
 B: 12  
 L: 2A

2517  
 B: 1  
 L: 1

2517  
 B: 1  
 L: 1

2519  
 B: 1  
 L: 1

2519  
 B: 1  
 L: 1

2405  
 B: 1  
 L: 3

2405  
 B: 1  
 L: 3

2407  
 B: 1  
 L: 4

2407  
 B: 1  
 L: 4

2409  
 B: 1  
 L: 5

2409  
 B: 1  
 L: 5

2411  
 B: 1  
 L: 6

2411  
 B: 1  
 L: 6

2413  
 B: 1  
 L: 7

2413  
 B: 1  
 L: 7

2415  
 B: 1  
 L: 8

2415  
 B: 1  
 L: 8

2417  
 B: 1  
 L: 9

2417  
 B: 1  
 L: 9

2404  
 B: 1  
 L: 17

2406  
 B: 1  
 L: 16

2408  
 B: 1  
 L: 15

2410  
 B: 1  
 L: 14

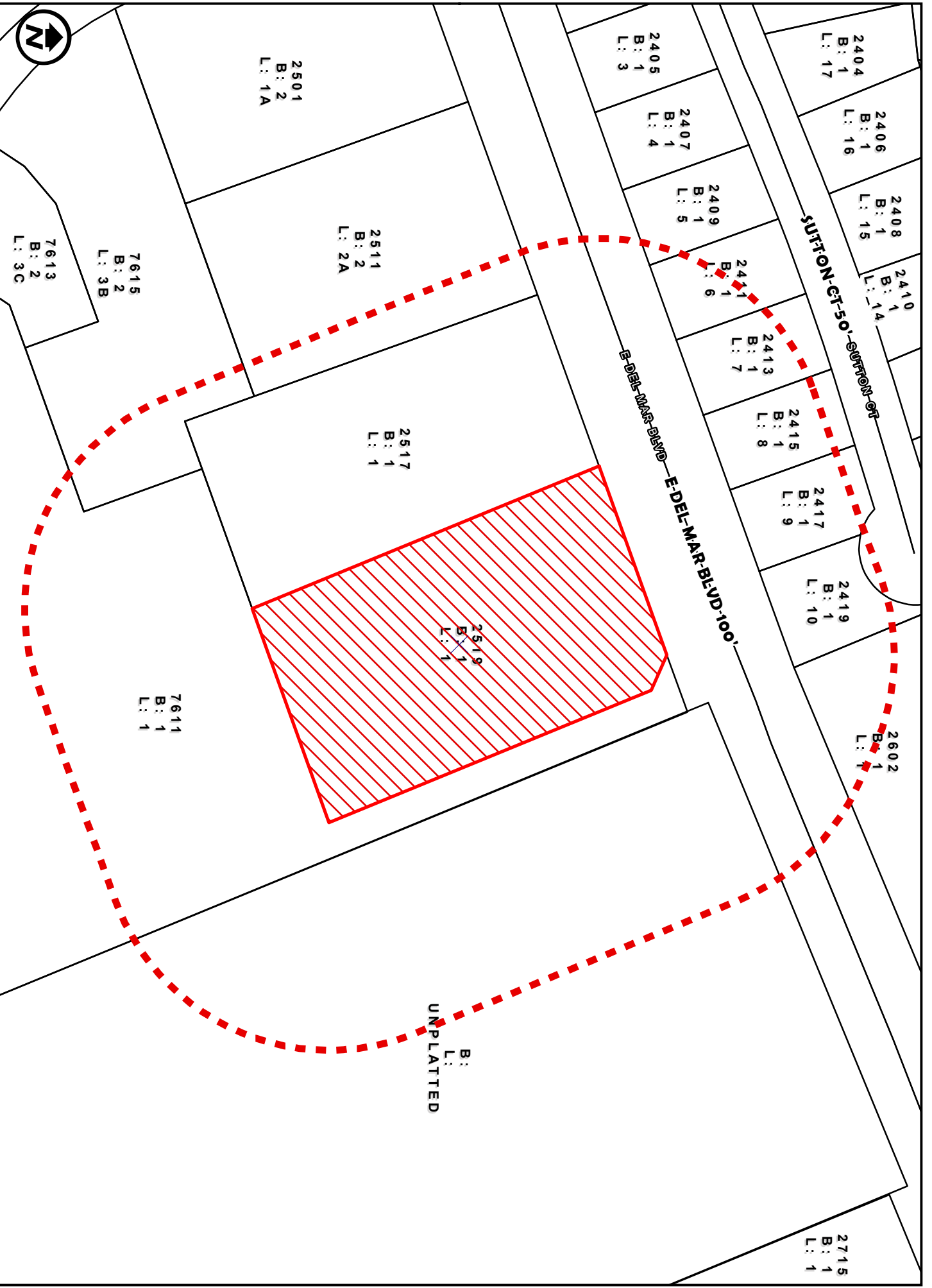
2415  
 B: 1  
 L: 8

2417  
 B: 1  
 L: 9

2419  
 B: 1  
 L: 10

2602  
 B: 1  
 L: 1

2602  
 B: 1  
 L: 1



2404  
B: 1  
L: 17

2406  
B: 1  
L: 16

2408  
B: 1  
L: 15

2410  
B: 1  
L: 14

SUTTON ST-50'-SECTION 61

2405  
B: 1  
L: 3

2407  
B: 1  
L: 4

2409  
B: 1  
L: 5

2411  
B: 1  
L: 6

2413  
B: 1  
L: 7

2415  
B: 1  
L: 8

2417  
B: 1  
L: 9

2419  
B: 1  
L: 10

2602  
B: 1  
L: 1

2715  
B: 1  
L: 1

2501  
B: 2  
L: 1A

2511  
B: 2  
L: 2A

2517  
B: 1  
L: 1

2519  
B: 1  
L: 1

7611  
B: 1  
L: 1

7615  
B: 2  
L: 3B

7613  
B: 2  
L: 3C

B:  
L:  
UNPLATTED



200' NOTIFICATION  
1 inch = 108 feet

ZC-27-2022  
COUNCIL DISTRICT 5  
2519 E. DEL MAR

APPLICATION FOR  
B-3 (COMMUNITY BUSINESS DISTRICT)  
S.U.P.



**NARRATIVE DESCRIPTION  
FOR PROPOSED SELF STORAGE  
2519 E. DEL MAR BLVD.**



January 18, 2022

To whom it may concern,

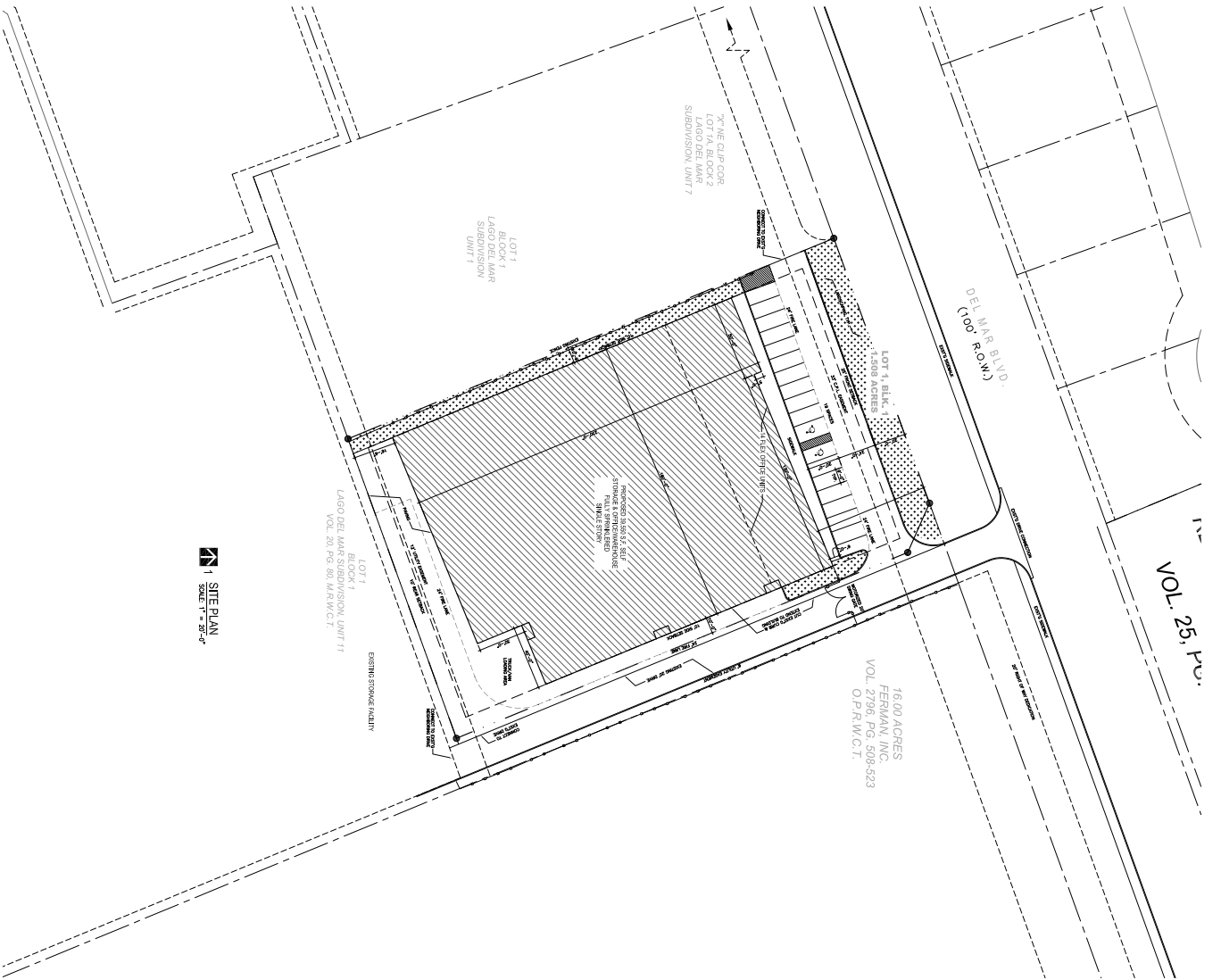
The purpose of this application is to request a Special Use Permit to operate a self storage facility with office space on the subject property. The proposed facility will be located at 2519 E. Del Mar Blvd. with an approximate number of 14 offices and approximately 33,300 gross square feet of self storage spaces. Hours of operation would be between 8:30 am – 5:30 pm Monday through Friday, 10:00 am- 6:00 pm Saturday, closed Sunday, and access hours between 6:00 am – 10:00 pm everyday. It is estimated that there will be two employees on site during the hours of operation and 19 available parking spaces including 2 ADA accessible parking space.

Sincerely,

**Miguel Jimenez / E.I.T.**

**HOWLAND**  
ENGINEERING AND SURVEYING CO.



16.00 ACRES  
 FERMAN, INC.  
 VOL. 2796, PG. 508-523  
 O.P.R.W.C.T.

SITE PLAN STATISTICS	
ZONING:	B-3, COMMUNITY BUSINESS DISTRICT (SUP REQUIRED)
GROSS AREA:	1,508 ACRES (65,688 S.F.)
BUILDING AREA:	39,590 S.F.
LANDSCAPE AREA:	7,080 S.F. ±
PROPOSED USE:	SELF STORAGE & OFFICE/WAREHOUSE
PARKING REQUIRED:	
STORAGE SPACES 4 2 FOR EMPLOYEES	
OFFICE 1 SPACE/250 S.F.	
TOTAL	18 SPACES (1 H.C. SPACE)
PARKING PROVIDED:	19 SPACES (2 H.C. SPACE)

site plan

PROJECT NUMBER  
 TBD  
 DATE  
 02.15.22  
 SHEET NUMBER  
 SP1.0

Store All, Ltd. dba Del Mar Mini Storage  
 PHASE III  
 2519 Del Mar Blvd  
 Laredo, TX 78041

REVISIONS		
NO.	DESCRIPTION	DATE

100 NORTH TRAVIS STREET  
 SUITE NO.200  
 SHERMAN, TEXAS 75090  
 903.893.5900  
 WWW.BACMA.COM

**SCHEMATIC DESIGN REVIEW**  
 NATIONAL ASSOCIATION OF ARCHITECTS REGISTERED PROFESSIONAL ARCHITECT  
 APPROVAL FOR PERMITTING OR CONSTRUCTION



**ORDINANCE NO. 2022-O-041**

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF SPECIAL USE PERMIT (SUP) FOR MINISTORAGE WAREHOUSING ON LOT 1, BLOCK 1, LAGO DEL MAR SUBDIVISION, UNIT 16, LOCATED AT 2519 EAST DEL MAR BOULEVARD; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit (SUP) for ministorage warehousing on Lot 1, Block 1, Lago Del Mar Subdivision, Unit 16, located at 2519 East Del Mar Boulevard; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 16, 2022; and,

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

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

WHEREAS, the City Council has held a public hearing on March 21, 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 ministorage warehousing on Lot 1, Block 1, Lago Del Mar Subdivision, Unit 16, located at 2519 East Del Mar Boulevard.

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 restricted to site plan, which is made part hereof for all purposes, and restricted to a mini-storage warehousing facility.
2. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

3. No less than 5% of the total area of the proposed tract for development shall be reserved for landscape purposes in addition to those provisions established in Section 24-83, "Trees and Shrubs", of the Laredo Land Development Code.
4. Fencing and/or walling shall comply with the provisions established in Section 24-79, "Fencing and Screening," of the Laredo Land Development Code. In the event additional fencing or walling is proposed, no less than 25% and no more than 70% shall be opaque. A visibility triangle as defined in Appendix 'A' of the Laredo Land Development Code shall be maintained.
5. Dumpsters, trash bins, or locations for refuse collection shall not be permitted.
6. Flammables, combustibles, corrosives, toxins, nuclear waste, hazardous waste water, or any material requiring placards for transport shall not be permitted. No permits for storage of any like materials issued by the Laredo Fire Department shall supersede this provision.
7. Signage shall be consistent with the City's Sign Ordinance.
8. Off street parking shall be provided in accordance with the City of Laredo Land Development Code.
9. The business shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
10. The business shall undergo an annual Fire Inspection.
11. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
12. Specify low lighting attached to units and directed towards the ground. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
13. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
14. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.

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

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

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

## 1. Enforcement and Revocation of Special Use Permit

- (a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:
  - A. A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of a SUP pleads guilty of violating:
    - 1. Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set in the Special Use Permit as approved by the City Council.
  - B. The activity authorized by the Special Use Permit commences prior to the institution of all conditions imposed by the Special Use Permit.
  - C. The use for which the special use for a period of six (6) consecutive months of the effective date of the Special Use Permit.
    - 1. An extension of up to six months may be granted, for good cause shown, by the Building Development Services Director upon petition of the SUP holder.
  - D. The use of which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.
  - E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

## 2. Procedures

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

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

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

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

\_\_\_\_\_  
PETE SAENZ  
MAYOR

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
SYLVIA BORANDA-FIRTH  
INTERIM CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 04/04/2022  
**Initiated By:** Orlando Navarro, Planning Director  
**Initiated By:** STX Land Development, LLC, Owner; Ricardo Villarreal, Representative  
**Staff Source:** Orlando D. Navarro, Planning Director

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**SUBJECT**

**2022-O-042** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 119 F, Block 3, San Isidro Southwest - Antler Crossing Subdivision, Phase 5, located at 1511 San Isidro Parkway, from B-4 (Highway Commercial District) to B-3 (Community Business District).

**ZC-023-2022**  
**District VI**

**PREVIOUS COUNCIL ACTION**

The item was introduced at the City Council meeting of March 21, 2022.

**BACKGROUND**

**Council District:** VI - Cm. Dr. Marte A. Martinez

**Proposed use:** Townhomes

**Site:** The site is currently vacant undeveloped land.

**Surrounding land uses:** To the North of the site is vacant undeveloped land and San Isidro Parkway. To the East of the site is vacant undeveloped land. To the South of the site is vacant undeveloped land and residential use. To the West of the site is San Isidro Parkway, vacant undeveloped land, Union Pacific Railroad, and Interstate 35.

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

**Transportation Plan:** The Long Range Thoroughfare Plan identifies San Isidro Parkway as a Minor Arterial.  
[www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan\\_2021.02.11.pdf](http://www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf)

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

**COMMITTEE RECOMMENDATION**

The Planning & Zoning Commission is a 7 to 0 vote recommended approval of the zone change.

**STAFF RECOMMENDATION**

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

1. The site is in conformance with the Comprehensive Plan, which identifies the location as a Mixed-Use Center, which is all except M-1, M-2, B-4, AH, AN, FH, OG, FiH. This allows for B-3 zoning uses.
2. The property complies with the Dimensional Standards for B-3 zones as per the Laredo Land Development Code Section 24.77
3. The proposed use is compatible with the mix of commercial uses in the area.
4. This zone change will not adversely impact the conditions in the surrounding properties or neighborhood.
5. The proposed zone change is needed for the proposed Planned Unit Development-Townhomes as per ZC-020-2022.

Staff **supports** the proposed zone change.

**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.

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

No.

=

39

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**Will change adversely influence living conditions in the neighborhood?**

No.

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

Yes, the existing zone does not allow townhomes as intended by the applicant.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

N/A

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**Attachments**

Maps

Ordinance

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INTERSTATE-35-400'  
EXIT-8A EXIT-8B EXIT-8B O'  
EXIT-8A'

B:  
L:  
UNPLATTED

SAN-ISIDRO-PKWY-90'

3

B:  
L:  
UNPLATTED

SAN-ISIDRO-PKWY

~~1511  
B: 3  
L: 119F~~

B:  
L:  
UNPLATTED

SAN-ISIDRO-PKWY-120'

1557  
B: 3  
L: 119E

SAMBAR-LP

KEY-DEER-DR 50'

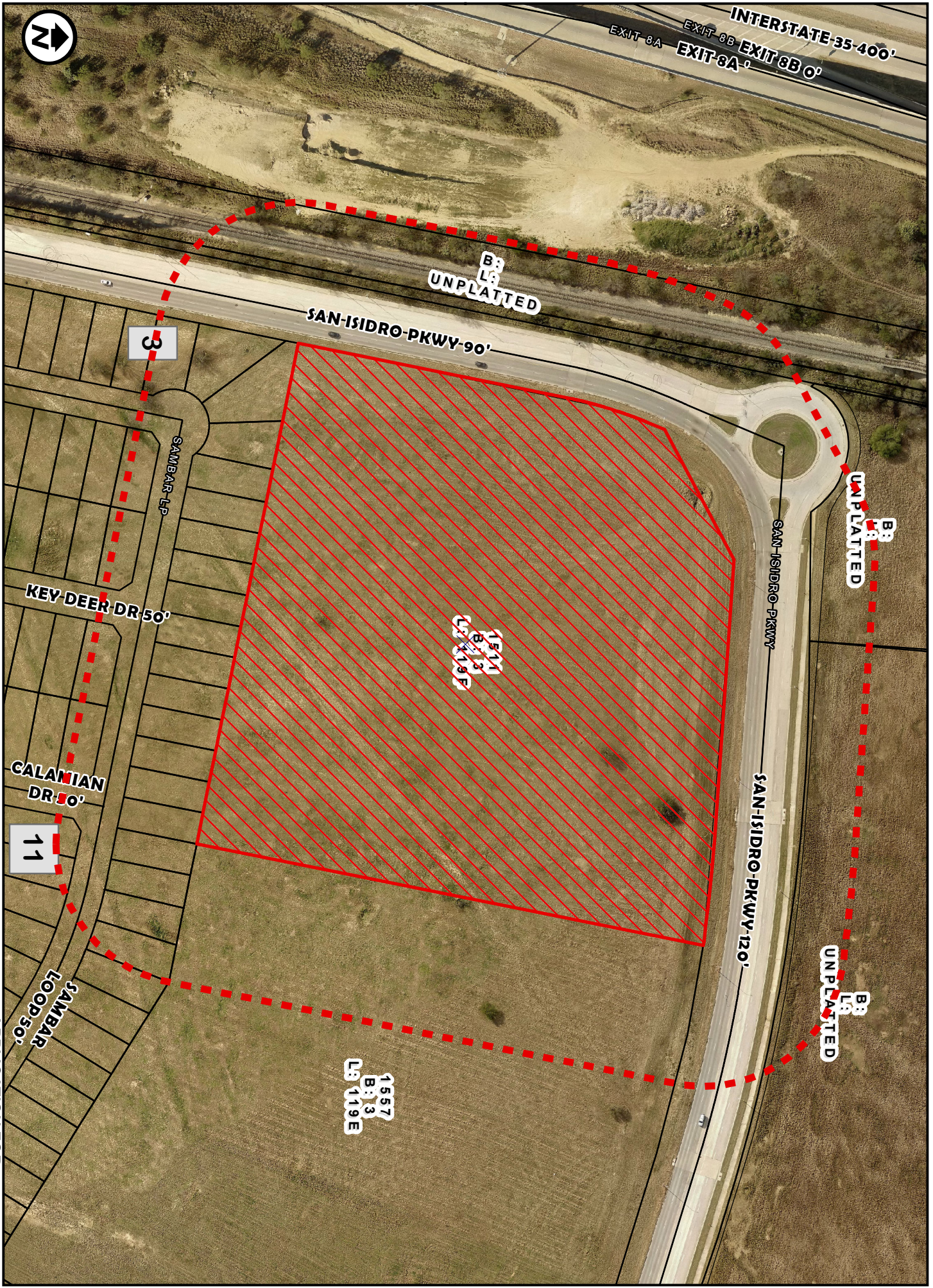
CALANIAN DR 50'

11

SAMBAR LOOP 50'

AERIAL MAP  
1 inch = 175 feet  
COUNCIL DISTRICT 6  
1511 SAN ISIDRO PARKWAY  
ZC-23-2022

APPLICATION FOR  
B-4 (HIGHWAY COMMERCIAL DISTRICT )  
B-3 (COMMUNITY BUSINESS DISTRICT)



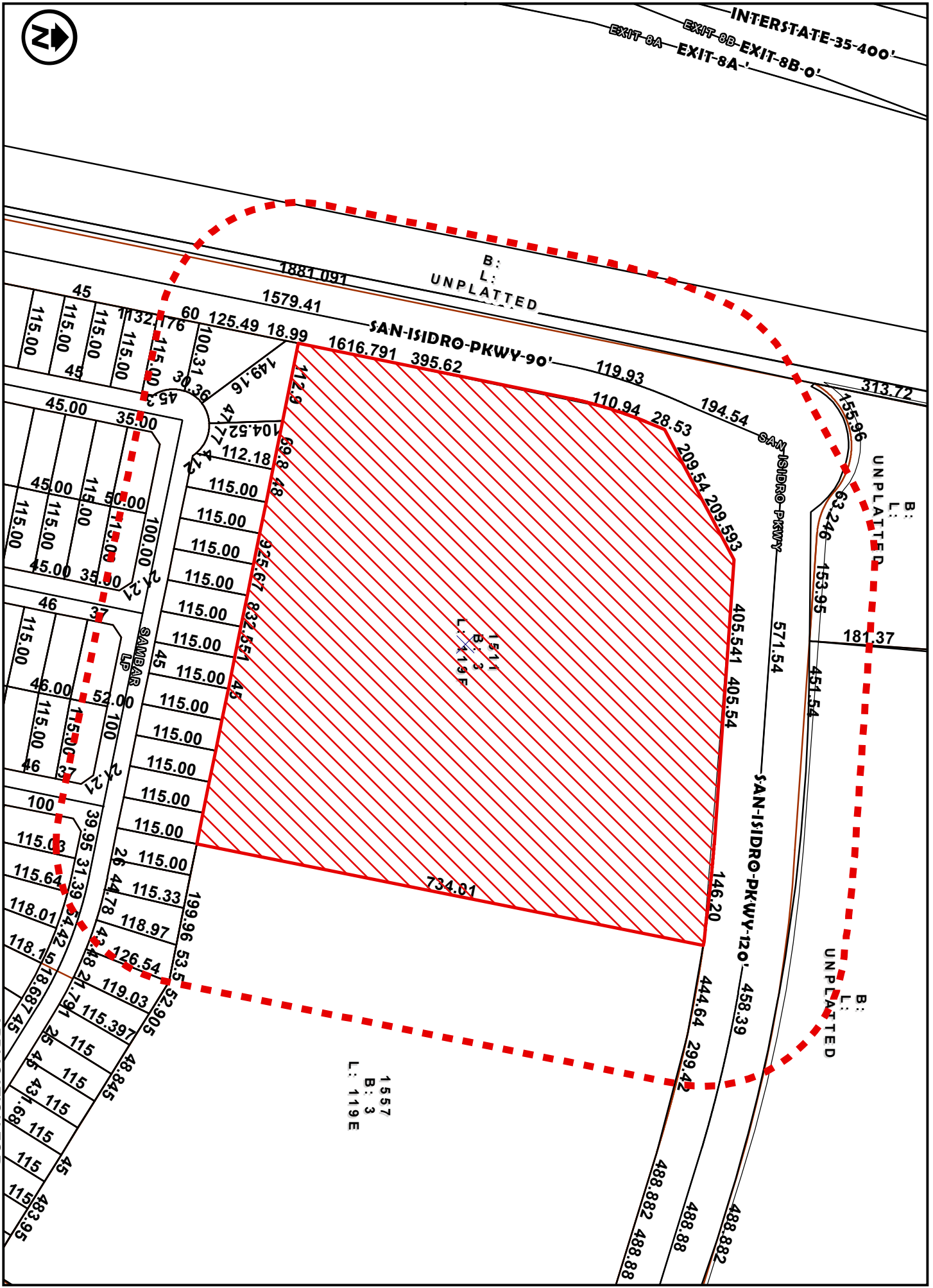
INTERSTATE-35-400'  
EXIT-03-EXIT-8B-0'  
EXIT-0A-EXIT-8A'



DIMENSIONS MAP

1 inch = 175 feet  
COUNCIL DISTRICT 6  
1511 SAN ISIDRO PARKWAY

ZC-23-2022



B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

1511  
B: 3  
L: 119F

1557  
B: 3  
L: 119E

APPLICATION FOR

B-4 (HIGHWAY COMMERCIAL DISTRICT)  
B-3 (COMMUNITY BUSINESS DISTRICT)

INTERSTATE-35-400'  
EXIT-8B-EXIT-8B-0'  
EXIT-8A-EXIT-8A'



M-1

B:  
L:  
UNPLATTED

SAN-ISIDRO-PKWY-90'

B:  
L:  
UNPLATTED

SAN-ISIDRO-PKWY

~~1511  
B: 3  
L: 119F~~

1511  
L: 119F

SAN-ISIDRO-PKWY-120'

B:  
L:  
UNPLATTED

B-4

L: UNPLATTED

1557  
B: 3  
L: 119E

1557  
L: 119E

3

SAMBAR-SP

KEY-DEER-DR-50'

R-1A

CALANIAN DR-50'

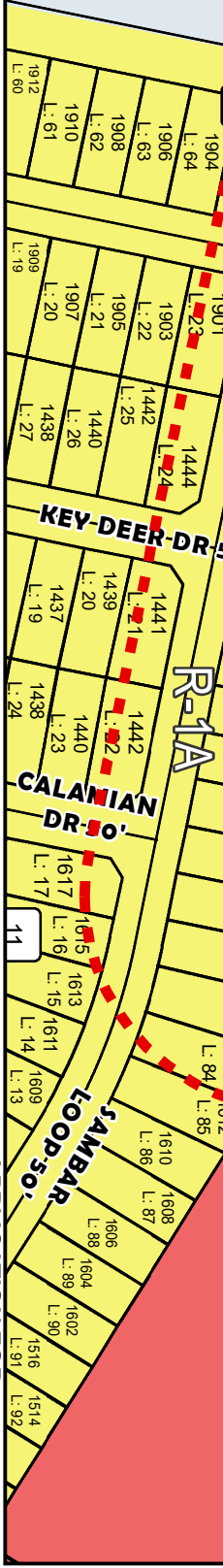
SAMBAR LOOD-50'

APPLICATION FOR

ZONING MAP  
1 inch = 175 feet  
COUNCIL DISTRICT 6  
1511 SAN ISIDRO PARKWAY

ZC-23-2022

B-4 (HIGHWAY COMMERCIAL DISTRICT)  
B-3 (COMMUNITY BUSINESS DISTRICT)



INTERSTATE-35-400'  
EXIT-8B-EXIT-8B-0'  
EXIT-8A-EXIT-8A-'



B:  
L:  
UNPLATTED

SAN-ISIDRO-PKWY-90'

B:  
L:  
UNPLATTED

SAN-ISIDRO-PKWY

1511  
B: 3  
L: 119F

B:  
L:  
UNPLATTED

SAN-ISIDRO-PKWY-120'

1557  
B: 3  
L: 119E

SANBAR-SP

KEY-DEER-DR-50'

CALANIAN  
DR-50'

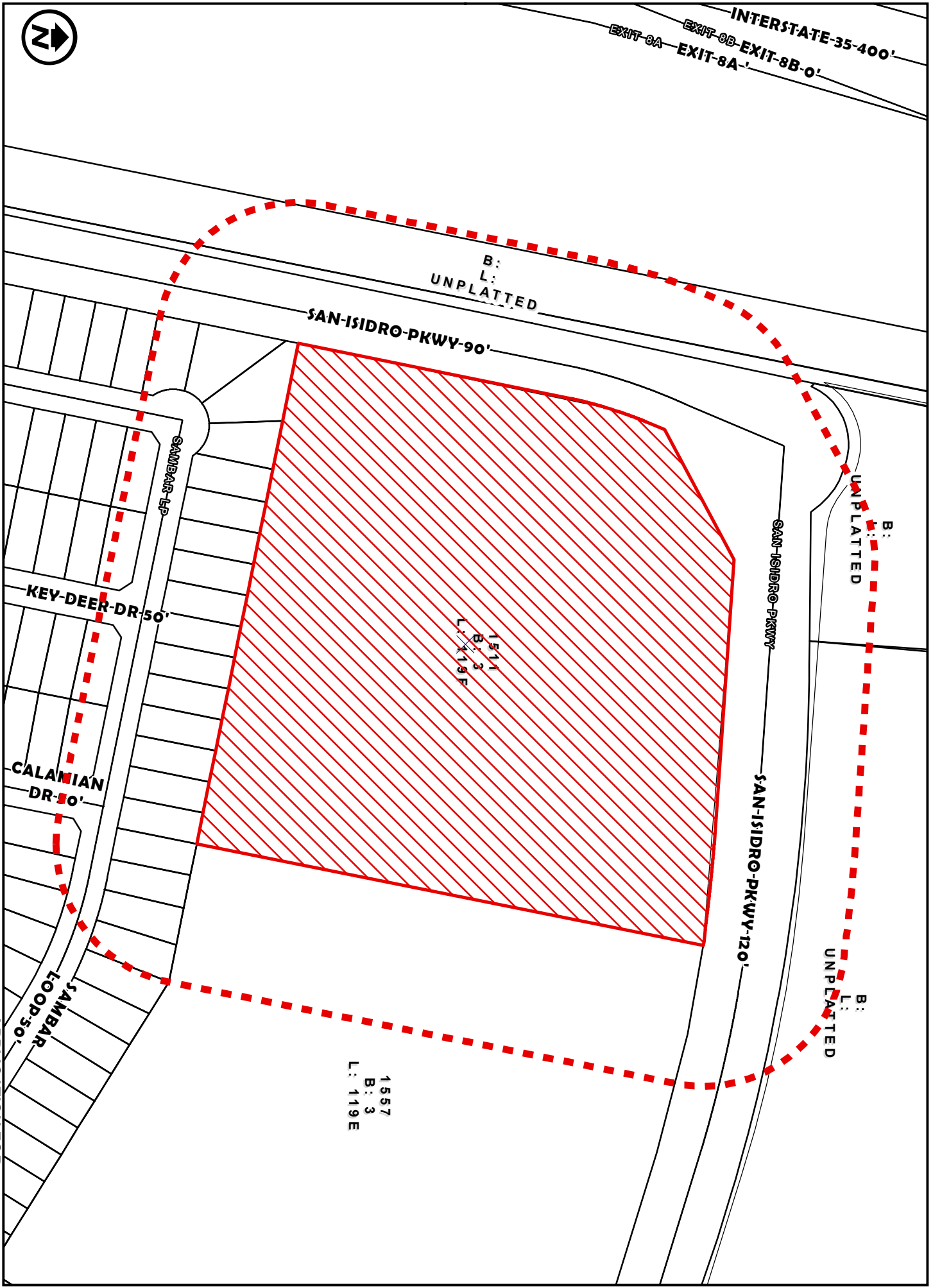
SANBAR  
FOOD-50'

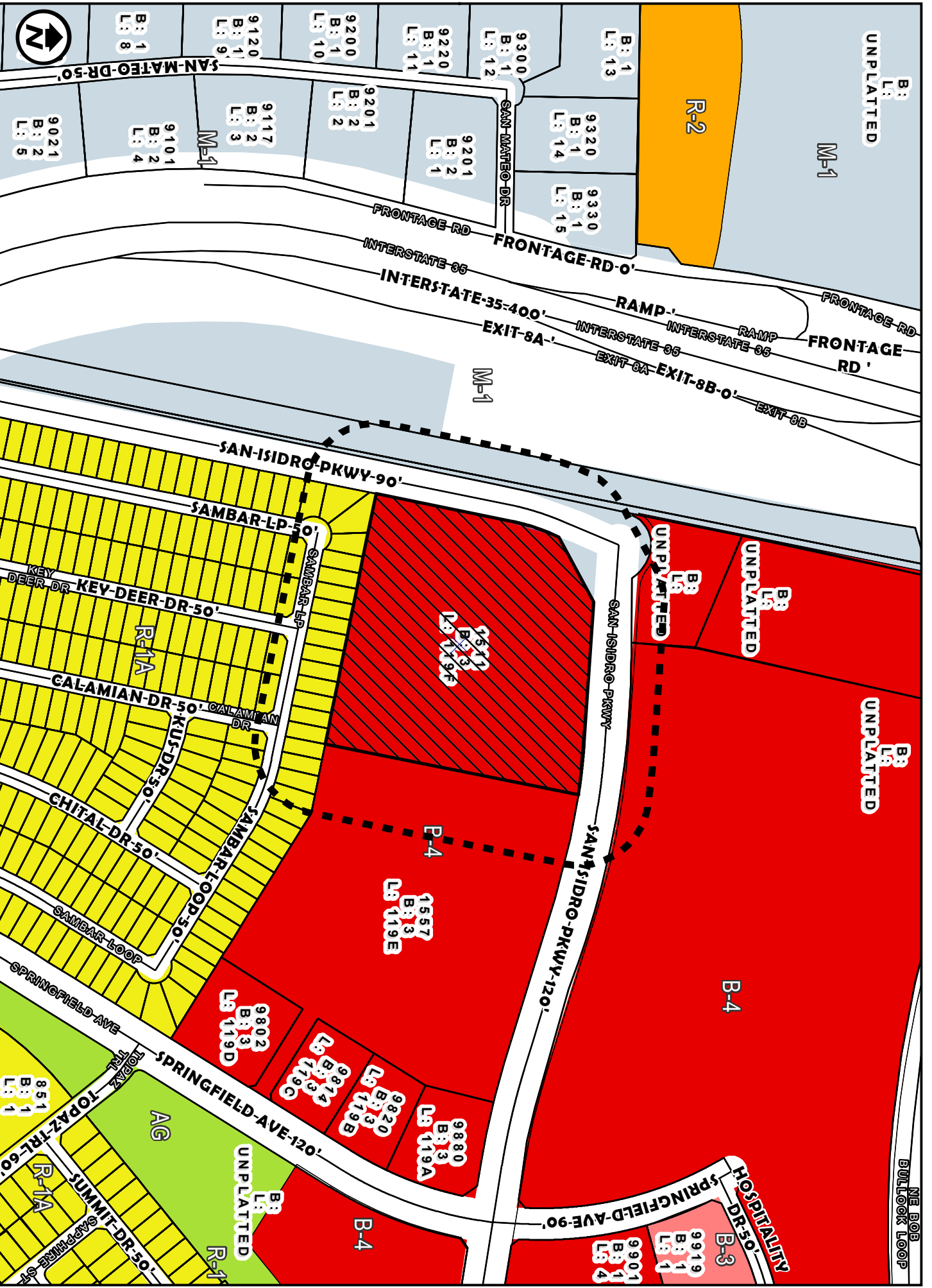
APPLICATION FOR

SURVEY MAP  
1 inch = 175 feet  
COUNCIL DISTRICT 6  
1511 SAN ISIDRO PARKWAY

ZC-23-2022

B-4 (HIGHWAY COMMERCIAL DISTRICT)  
B-3 (COMMUNITY BUSINESS DISTRICT)





ZONING OVERVIEW  
 1 inch = 350 feet  
 COUNCIL DISTRICT 6  
 1511 SAN ISIDRO PARKWAY

ZC-23-2022

B-4 (HIGHWAY COMMERCIAL DISTRICT)  
 B-3 (COMMUNITY BUSINESS DISTRICT)

APPLICATION FOR



NE BOB  
 BULLOOK LOOP



INTERSTATE-35-400'  
EXIT-8A EXIT-8B EXIT-8B-0'  
EXIT-8A EXIT-8A'

FREEWAY

Transportation

B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

SAN-ISIDRO-PKWY-90'

B:  
L:  
UNPLATTED  
Parks B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

MINOR-ARTERIAL

SAN-ISIDRO-PKWY

SAN-ISIDRO-PKWY-120'

1541  
B:  
L:  
UNPLATTED

1541  
B:  
L:  
UNPLATTED

Mixed-Use  
Center

1557  
B:  
L:  
UNPLATTED

1557  
B:  
L:  
UNPLATTED

SAMBAR LP

KEY DEER DR 50'

CALANTIAN DR 50'

SAMBAR LOOP 50'

FUTURE LANDUSE MAP  
1 inch = 175 feet  
COUNCIL DISTRICT 6  
1511 SAN ISIDRO PARKWAY

ZC-23-2022

APPLICATION FOR  
B-4 (HIGHWAY COMMERCIAL DISTRICT)  
B-3 (COMMUNITY BUSINESS DISTRICT)



INTERSTATE-35-400'  
EXIT-8B-0  
EXIT-8A-0  
EXIT-8A-1  
EXIT-8A-2



B:  
L:  
UNPLATTED

SAN-ISIDRO-PKWY-90'

B:  
L:  
UNPLATTED

SAN-ISIDRO-PKWY

1511  
B: 3  
L: 119F

B:  
L:  
UNPLATTED

SAN-ISIDRO-PKWY-120'

1557  
B: 3  
L: 119E

SANBAR-SP

KEY-DEER-DR-50'

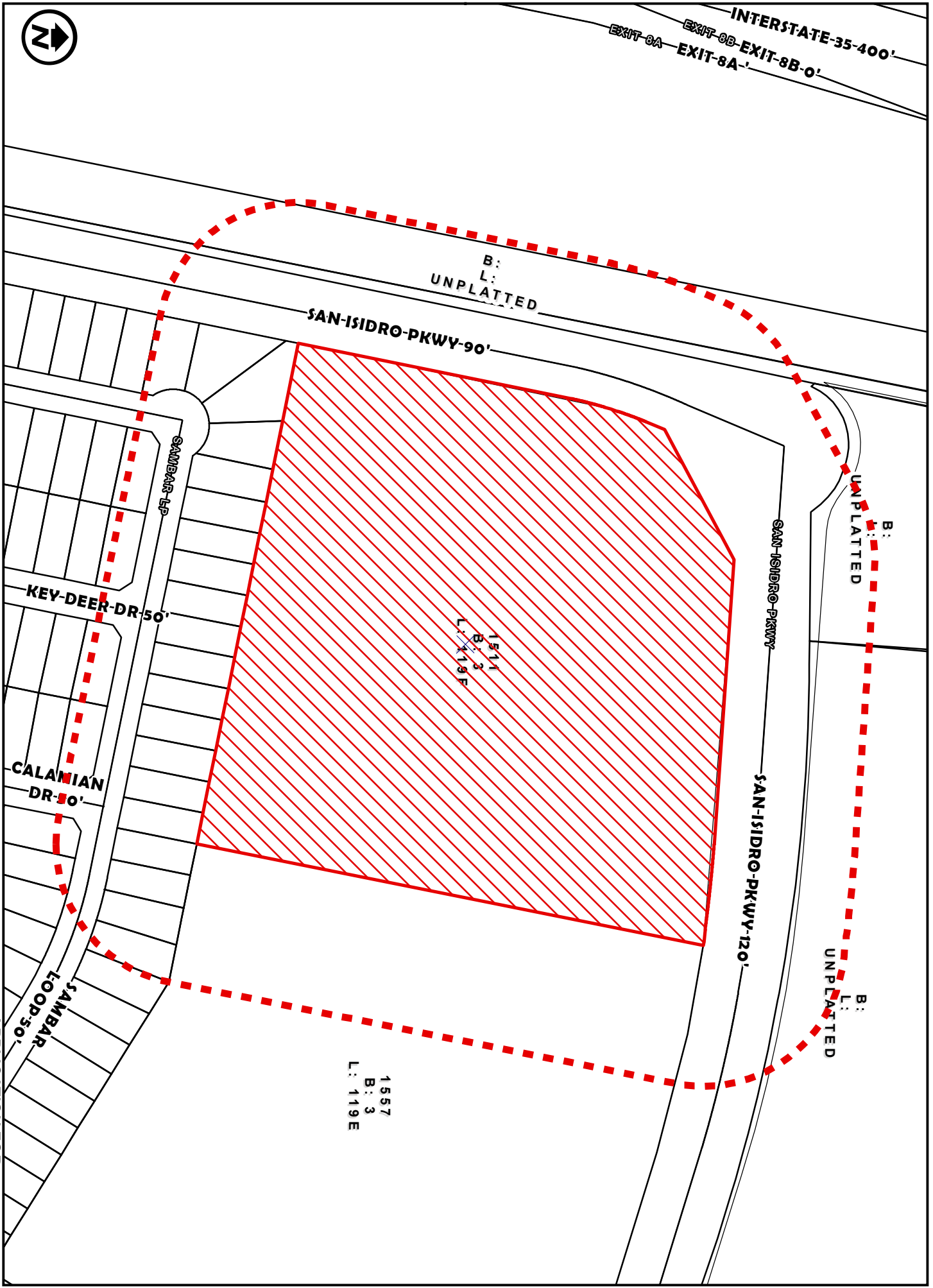
CALANIAN  
DR-50'

SANBAR  
FOOD-50'

APPLICATION FOR

200' NOTIFICATION  
1 inch = 175 feet  
COUNCIL DISTRICT 6  
1511 SAN ISIDRO PARKWAY

B-4 (HIGHWAY COMMERCIAL DISTRICT)  
B-3 (COMMUNITY BUSINESS DISTRICT)



**ORDINANCE NO. 2022-O-042**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF LOT 119F, BLOCK 3, SAN ISIDRO SOUTHWEST–ANTLER CROSSING SUBDIVISION, PHASE 5, LOCATED AT 1511 SAN ISIDRO PARKWAY FROM B-4 (HIGHWAY COMMERCIAL 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 119F, Block 3, San Isidro Southwest–Antler Crossing Subdivision, Phase 5, located at 1511 San Isidro Parkway from B-4 (Highway Commercial 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 February 16, 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 March 21, 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 119F, Block 3, San Isidro Southwest–Antler Crossing Subdivision, Phase 5, located at 1511 San Isidro Parkway from B-4 (Highway Commercial 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:

\_\_\_\_\_  
SYLVIA BORANDA-FIRTH  
INTERIM CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 04/04/2022  
**Initiated By:** Orlando Navarro, Planning Director  
**Initiated By:** STX Land Development, LLC, Owner; Ricardo Villarreal, Representative  
**Staff Source:** Orlando D. Navarro, Planning Director

**SUBJECT**

**2022-O-043** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Planned Unit Development Overlay Zone of B-3-PUD (Community Business District Planned Unit Development) for townhomes on Lot 119 F, Block 3, San Isidro Southwest - Antler Crossing Subdivision, Phase 5, located at 1511 San Isidro Parkway.

**ZC-020-2022****District VI****PREVIOUS COUNCIL ACTION**

The item was introduced at the City Council meeting of March 21, 2022.

**BACKGROUND**

**Council District:** VI - Cm. Dr. Marte A. Martinez

**Proposed use:** Townhomes

**Site:** The site is currently vacant undeveloped land.

**Surrounding land uses:** To the North of the site is vacant undeveloped land, San Isidro Parkway, and Bob Bullock Loop. To the East of the site is vacant undeveloped land. To the South of the site is vacant undeveloped land and the San Isidro Southwest subdivision under development. To the West of the site is San Isidro Parkway, vacant undeveloped land, Union Pacific Railroad, and Interstate Highway 35.

**Comprehensive Plan:** The Future Land Use Map recognizes this area as Mixed-Use Center.

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

**Transportation Plan:** The Long Range Thoroughfare Plan identifies San Isidro Parkway as a Minor Arterial.

[www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan\\_2021.02.11.pdf](http://www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf)

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

The purpose of the Planned Unit Development Specific Use Zoning Overlay District is to enable the development of property and projects which because of design considerations, topographical features, environmental and/or other land use considerations may justify mixed uses, special dimensional standards, substitution of standards, or waiver of standards within a specified area. Planned Unit Development Zoning Overlay Zones shall be established prior to or concurrently with any subdivision of land. The property is in the process of becoming a B-3 (Community Business District) zoning district as per ZC-023-2022. The PUD Zone Overlay approval is conditional to the approval of the zone change.

Amended the PUD ordinance allows for more creative solutions to address affordable housing needs (**Ordinance 2021-O-026**)

- **Elimination of minimum area requirements** - While there are no minimum size, area, or lot number restrictions in a Planned Unit Development Overlay Zone, the intent is for multi-lot developments of significant size that have a positive impact on the neighborhood or surrounding developments
- Clarifying and adjusting alterations permitted
- Clarifying the site plan approval process and allowing for P&Z Commission to allow for administrative approval for minor changes by the Building Official
- Elimination of "Special Use Permit" option for townhouses (was never technically permitted as townhouses are not a "use" and not allowed by the ordinance governing special use permits)
- PUD Zones are an overlay. The PUD Zone Overlay approval is conditional to the approval of the zone change.
- Underlying zone requirements apply - underlying zones required include: R-2, R-3, RSM, R-O, AE, B-1, B-1R, CBD, or B-3
- The following requirements may be altered:
  - a. Required colors and construction materials for facades
  - b. Minimum lot, height and setback dimensions
  - c. Fencing and screening types
  - d. Density
  - e. Parking

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- f. Street and sidewalk configuration; with approval from the Traffic Director
- PUD Site Plan will be approved by Planning Commission

The following is the process for applying for a PUD:

1. Application submittal for PUD zone overlay
  1. Staff reviews application for completeness
  2. Application review from the Technical Review Board and initial comments
  3. Introduce PUD overlay to Planning and Zoning Commission meeting for recommended decision
  4. Introduce application to City Council for final approval of the PUD overlay
2. Site plan for PUD overlay can go concurrently with zone change. If necessary, preferably zone change application to be submitted first then PUD overlay application.
3. Site plan for PUD overlay will go through PUD process

### COMMITTEE RECOMMENDATION

The Planning & Zoning Commission is a 7 to 0 vote recommended approval of the Planned Unit Development.

### STAFF RECOMMENDATION

Staff **supports** the proposed Planned Unit Development for the following reasons:

1. Applicant has submitted a zone change from a B-4 to a B-3. Planned Unit Development - Townhomes are allowed on a B-3 zone along with the PUD.
2. The site is in conformance with the Comprehensive Plan, which identifies the location as a Mixed-Use Center, which is all except M-1, M-2, B-4, AH, AN, FH, OG, FiH. This allows for B-3 zoning uses.
3. The proposed use is compatible with the existing surrounding single family reduced residential uses and zones.
4. Initial Staff and Technical Review Board (TRB) comments draft site plan (**which is subject to change during the site plan approval process**) include but are not limited to the following:
  - **Planning:**
    1. Replat will be required for the proposed townhomes.
5. **Engineering:**
  1. They may need another access point
6. **Fire:**
  1. A secondary access point will be required for emergency
  2. All entrances will be required to have 20ft wide minimum wide
  3. Fire sprinkler/fire alarm may be required
  4. Two access roads required (need to meet 20 feet minimum unobstructed width and unobstructed vertical clearance of 13 feet 6 inches)
  5. Access roads need to be a distance apart equal to not less than one half the length of the maximum overall diagonal dimension of lot being served
7. **Building:**
  1. North entrance gate needs queuing space for at least 2 vehicles
  2. Sprinklers may be required
  3. Need to meet the plumbing code
8. **Utilities:**
  1. If intending individual meters, they need to bring the city right of way (on San Isidro)
  2. Provide calculations of sewer flows and water flows for the entire area of San Isidro Southwest. A Master Plan will be required to approve the additional flows. A construction of a parallel line may be required along Springfield.
  3. Calculation assumptions were made as commercial property, now that Lot 119F and 119E are proposing multiple Units. Consultant needs to provide a feasibility study, prior to the approval of PUD.
  4. The water and sewer plan for the replat for Antler Crossing Phase 5 need to be revised to accommodate lots 119F & 119E. The sewer can't be approved as proposed due to lack of access for maintenance behind the properties.
  5. Consultant need to propose the sewer in front of the ROW along Springfield, then along the 50' strip of Lot 119E in front of Springfield. Then the sewer needs to follow the sewer main along Natalia, Sofia and Maleni ROWs. Then an access and utility easement need to be provided to access to lot 119F. The sewer main will be considered private inside of lot 119F.
  6. The water mains need to be proposed along the ROW, so crossings to San Isidro Parkway need to be approved in order to provide water services to lot 119E. If townhomes are going to request individual meters, the meters need to be proposed on the City of Laredo ROW. All private lines water and sewer inside of property of lot 119F will be private. Unless the streets are considered ROW.
9. **Traffic:**
  1. L-shaped (elbow type) intersections, shall require a traffic calming device if the street length to the center of the intersection, measured from the point where the projection of the center lines (or the two street sections intersect, exceed; 600 feet. Each leg of an L-shaped (elbow type) intersection will be considered as separate street sections. When required, the traffic calming device(s) shall be installed a maximum of 400 feet from the center of the L-shaped (elbow type) intersection.

Staff **supports** the application.

### Is this change contrary to the established land use pattern?

The land use pattern is currently vacant and undeveloped, except for the residential subdivision to the south, however the properties along San Isidro Parkway are proposing townhome and single family residential development.

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tion.

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

No. The adjacent lots are currently applying for zones providing for similar residential uses.

**Will change adversely influence living conditions in the neighborhood?**

No. The surrounding area is all vacant and undeveloped, however the areas adjacent to this site are proposing townhomes, and single family residential uses.

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

Yes, the existing use does not allow for a PUD-Townhomes intended by the applicant. Please note that a zone change to a B-3 is required for the PUD-Townhomes.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

N/A

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**Attachments**

Maps

Narrative

Site Plan

Ordinance

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1

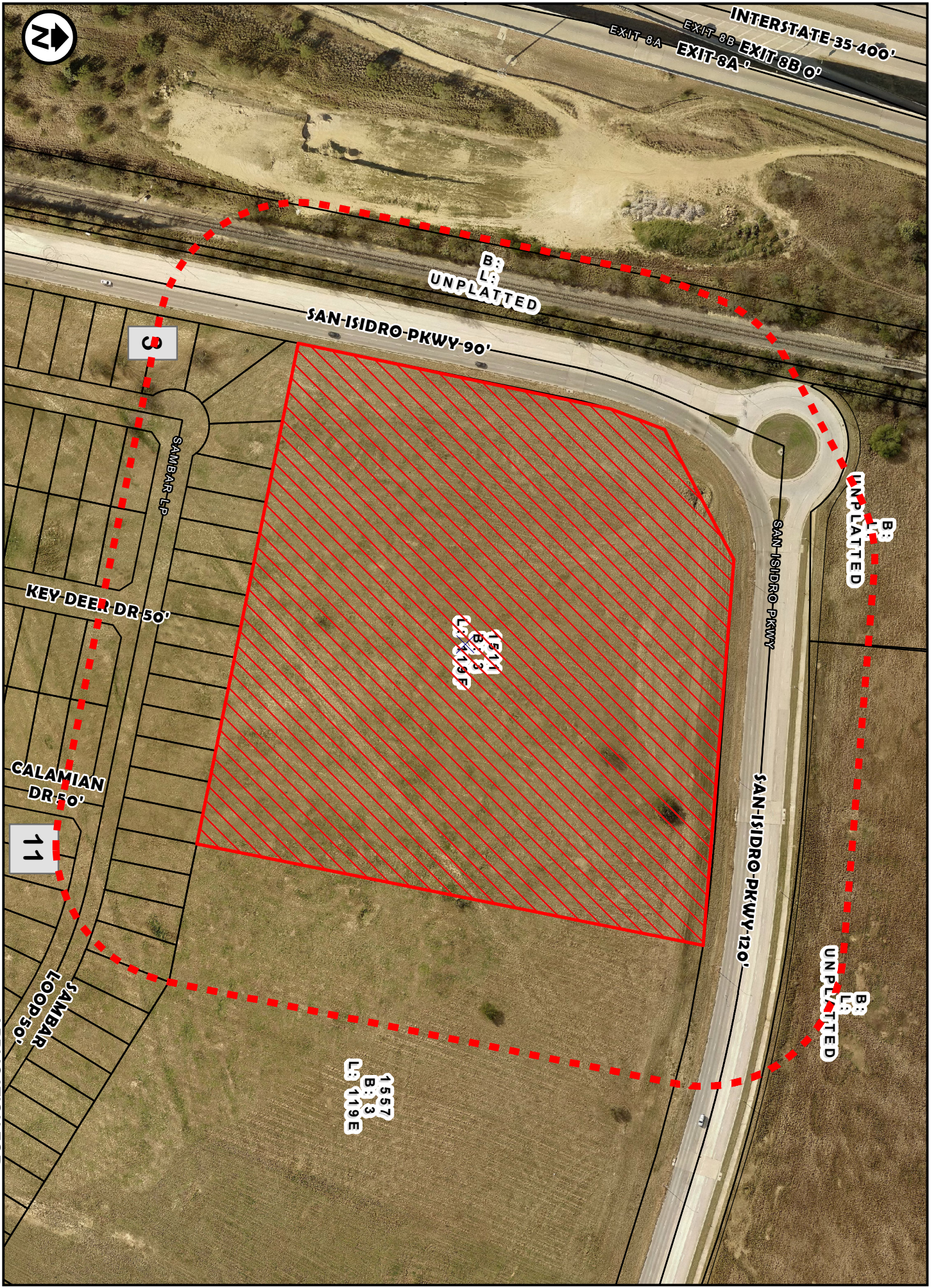
2

3



AERIAL MAP  
 1 inch = 175 feet  
 EAST OF SAN ISIDRO PKWY & WEST OF SPRINGFIELD

ZC-20-2022  
 COUNCIL DISTRICT 6  
 APPLICATION FOR  
 B-4 (HIGHWAY COMMERCIAL DISTRICT)  
 P.U.D.



INTERSTATE-35-400'  
 EXIT-8A EXIT-8B  
 EXIT-8A'

B:3 LG  
 UNPLATTED

SAN-ISIDRO-PKWY-90'

3

B:3 LG  
 UNPLATTED

1511  
 B:3  
 LG 119F

B:3 LG  
 UNPLATTED

1557  
 B:3  
 LG 119E

SAMBAR-LP

SAN-ISIDRO-PKWAY

SAN-ISIDRO-PKWY-120'

KEY-DEER-DR 50'

CALAMIAN DR 50'

11

SAMBAR LOOP 50'

INTERSTATE-35-400'  
EXIT-03-EXIT-8B-0'  
EXIT-0A-EXIT-8A'



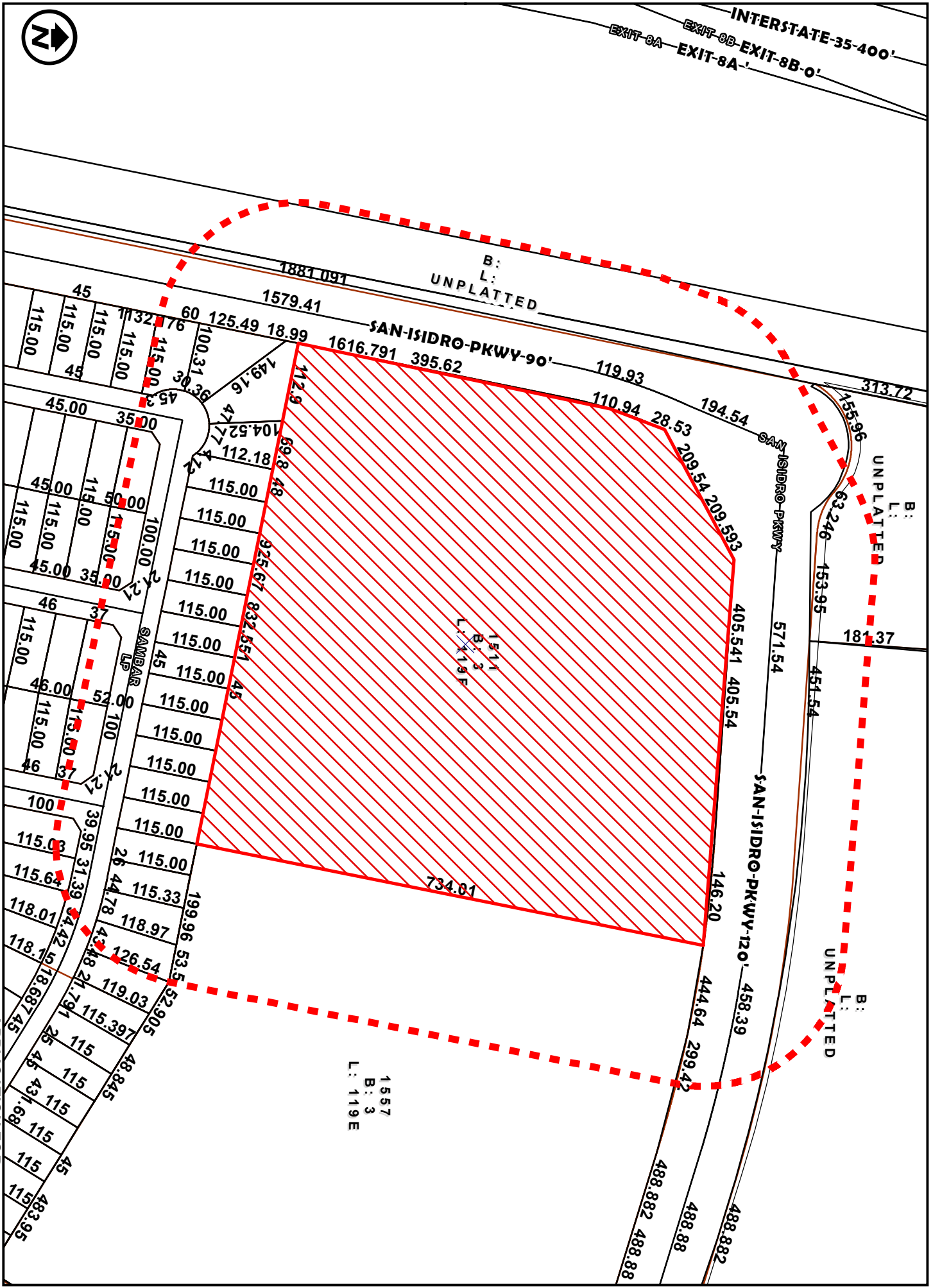
B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

1557  
B: 3  
L: 119E

1511  
B: 3  
L: 119F



DIMENSIONS MAP  
1 inch = 175 feet  
EAST OF SAN ISIDRO PKWY & WEST OF SPRINGFIELD

ZC-20-2022  
COUNCIL DISTRICT 6  
APPLICATION FOR  
B-4 (HIGHWAY COMMERCIAL DISTRICT)  
P.U.D.

INTERSTATE-35-400'  
EXIT-0B-EXIT-8B-0'  
EXIT-8A-EXIT-8A'



M-1

B:  
L:  
UNPLATTED

SAN-ISIDRO-PKWY-90'

B:  
L:  
UNPLATTED

SAN-ISIDRO-PKWY

~~1511  
B: 3  
L: 1195~~

1511  
L: 1195

SAN-ISIDRO-PKWY-120'

B:  
L:  
UNPLATTED

B-4

L: UNPLATTED

1557  
B: 3  
L: 119E

1557  
L: 119E

3

UNPLATTED

1902 L: 65  
1904 L: 64  
1906 L: 63  
1908 L: 62  
1910 L: 61  
1912 L: 60

1816 L: 66  
1814 L: 67  
1812 L: 68  
1810 L: 69

1808 L: 70  
1806 L: 71  
1804 L: 72  
1802 L: 73

1714 L: 74  
1712 L: 75  
1710 L: 76  
1708 L: 77

1706 L: 78  
1704 L: 79  
1702 L: 80  
1620 L: 81

1618 L: 82  
1616 L: 83  
1614 L: 84  
1612 L: 85

1610 L: 86  
1608 L: 87  
1606 L: 88  
1604 L: 89

1602 L: 90  
1516 L: 91  
1514 L: 92

1901 L: 63  
1903 L: 22  
1905 L: 25  
1907 L: 20  
1909 L: 19

1442 L: 24  
1440 L: 26  
1438 L: 27

1441 L: 21  
1439 L: 20  
1437 L: 19

1442 L: 28  
1440 L: 23  
1438 L: 24

1617 L: 16  
1613 L: 15  
1611 L: 14  
1609 L: 13

1615 L: 17  
1613 L: 16  
1611 L: 15  
1609 L: 14  
1607 L: 13

1610 L: 86  
1608 L: 87  
1606 L: 88  
1604 L: 89

1602 L: 90  
1516 L: 91  
1514 L: 92

SAMBAR-SP

KEY-DEER-DR-50'

R-1A

CALAMIAN DR-50'

SAMBAR LOOD-50'

ZONING MAP  
1 inch = 175 feet  
EAST OF SAN ISIDRO PKWY & WEST OF SPRINGFIELD

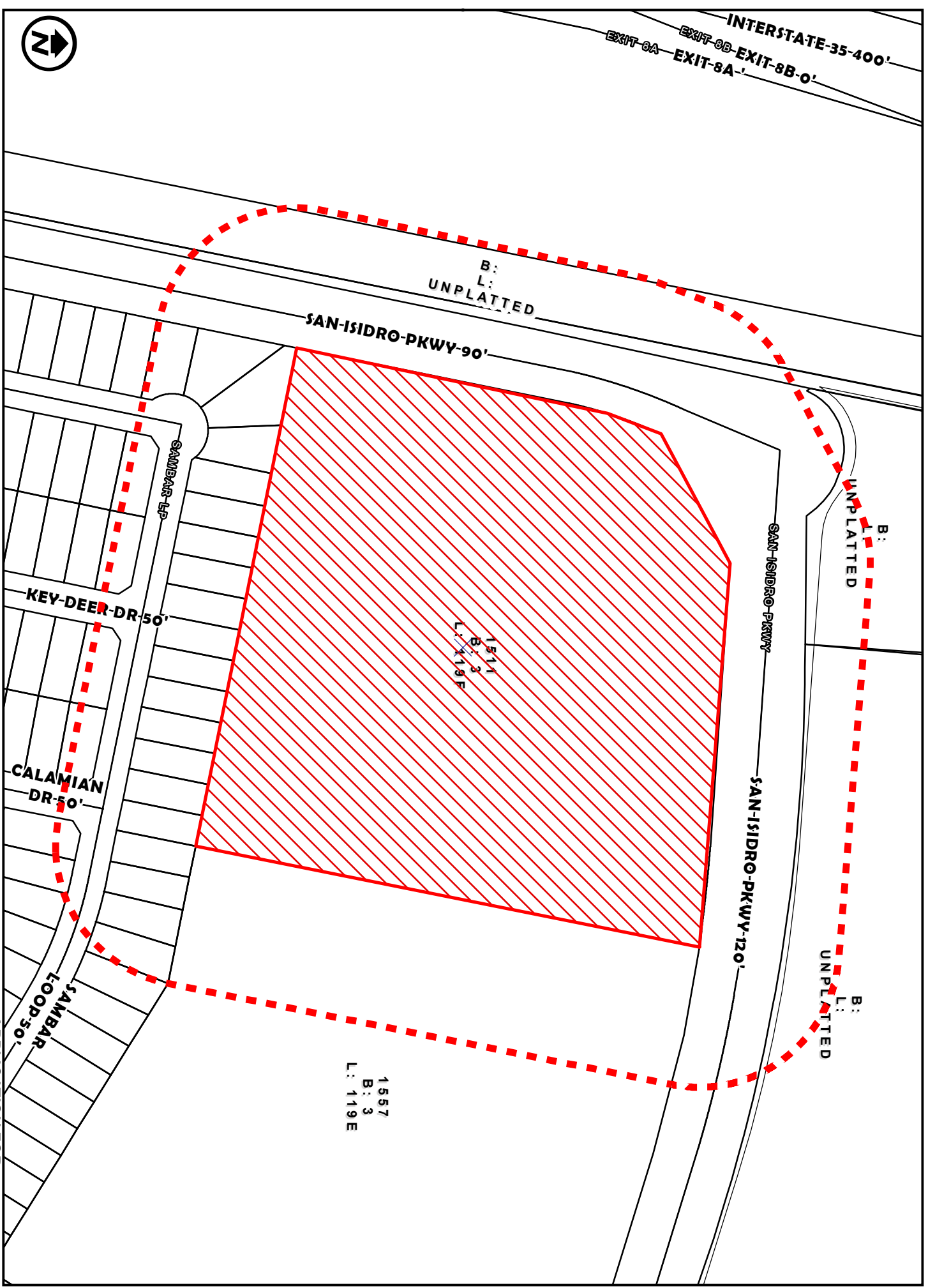
COUNCIL DISTRICT 6  
ZC-20-2022  
APPLICATION FOR  
B-4 (HIGHWAY COMMERCIAL DISTRICT)  
P.U.D.

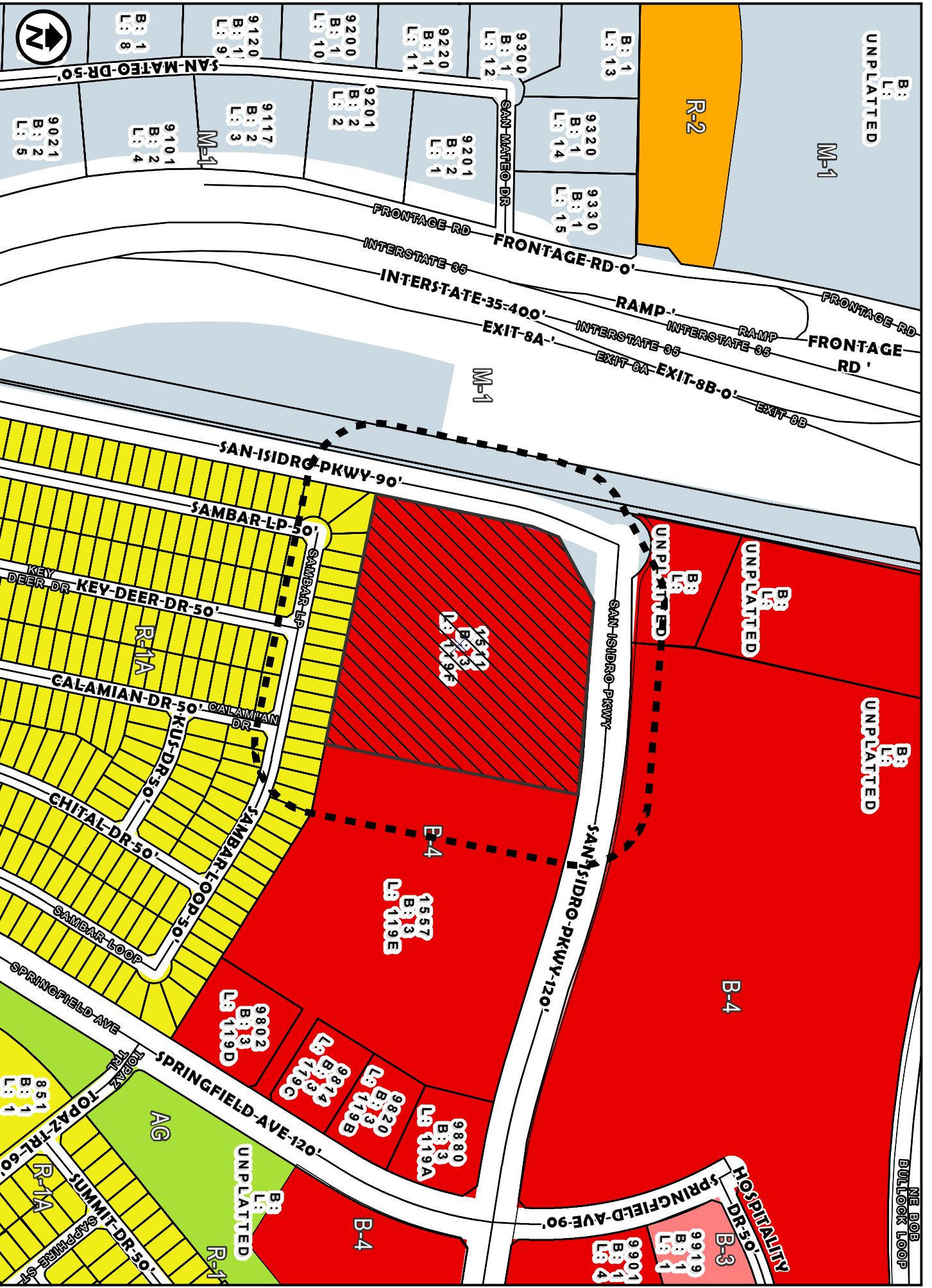
INTERSTATE-35-400'  
EXIT-8B-EXIT-8B-0'  
EXIT-8A-EXIT-8A-1'



SURVEY MAP  
1 inch = 175 feet  
EAST OF SAN ISIDRO PKWY & WEST OF SPRINGFIELD

ZC-20-2022  
COUNCIL DISTRICT 6  
APPLICATION FOR  
B-4 (HIGHWAY COMMERCIAL DISTRICT)  
P.U.D.





ZONING OVERVIEW  
1 inch = 350 feet  
EAST OF SAN ISIDRO PKWY & WEST OF SPRINGFIELD

COUNCIL DISTRICT 6  
ZC-20-2022  
APPLICATION FOR  
B-4 (HIGHWAY COMMERCIAL DISTRICT)  
P.U.D.

NE BOB  
BULLOOK LOOP



INTERSTATE-35-400'  
EXIT-0B-EXIT-8B-0'  
EXIT-0A-EXIT-8A-'  
FREEWAY

Transportation  
SAN-ISIDRO-PKWY-90'  
UNPLATTED  
UNPLATTED

B1  
UNPLATTED  
Parks  
L3  
UNPLATTED

B2  
UNPLATTED  
UNPLATTED  
B3  
UNPLATTED

Mixed-Use  
Center  
1541  
B2  
L3  
1195  
1557  
B2  
L3  
1195  
1557  
B2  
L3  
1195E

SAMBAR LP  
KEY DEER DR 50'  
CALAMIAN DR 50'  
SAMBAR LOOP 50'

MINOR-ARTERIAL  
SAN-ISIDRO-PKWY  
SAN-ISIDRO-PKWY-120'

FUTURE LANDUSE MAP ZC-20-2022  
1 inch = 175 feet  
COUNCIL DISTRICT 6  
EAST OF SAN ISIDRO PKWY & WEST OF SPRINGFIELD

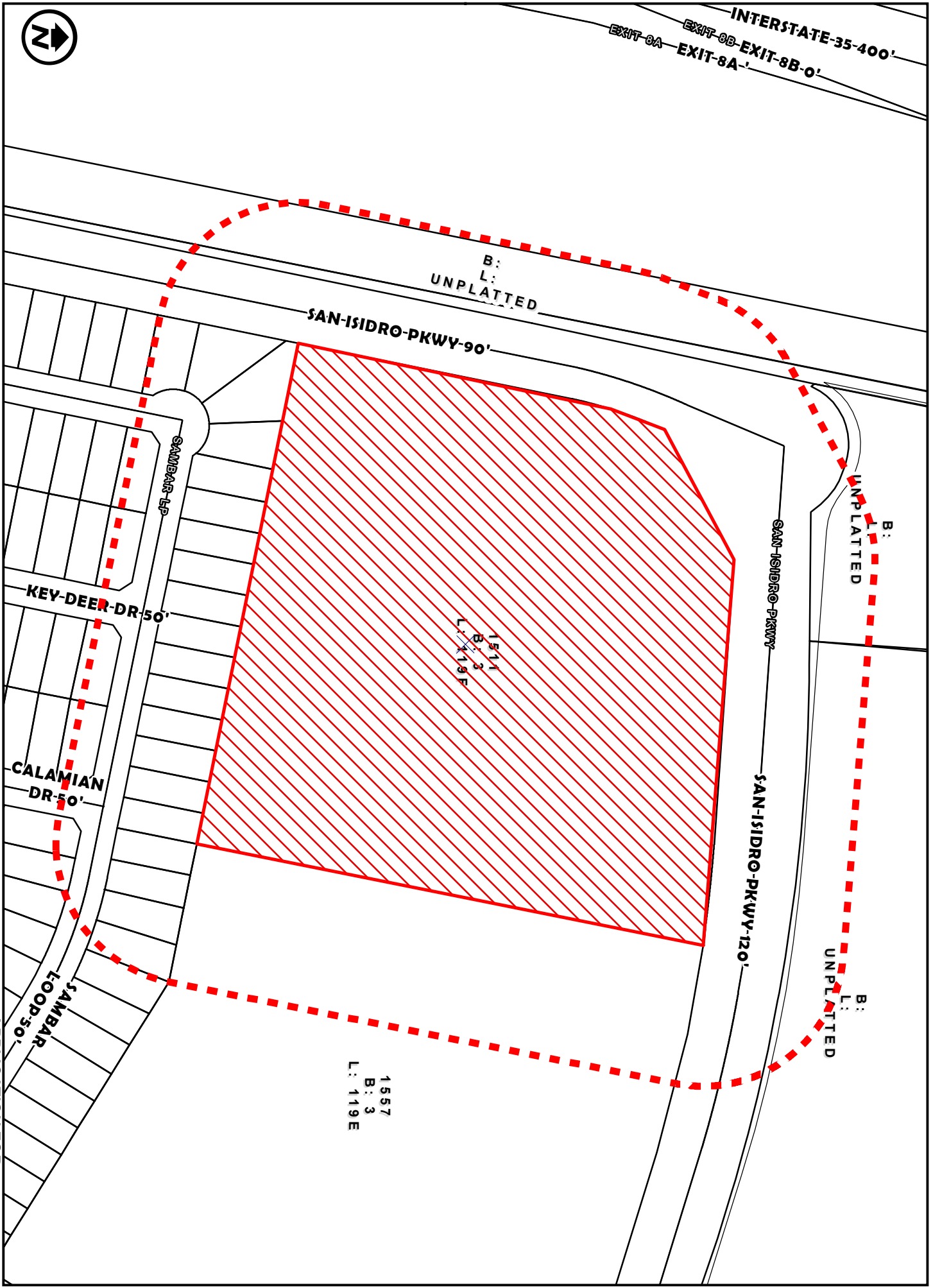
APPLICATION FOR  
B-4 (HIGHWAY COMMERCIAL DISTRICT)  
P.U.D.

INTERSTATE-35-400'  
EXIT-8B-EXIT-8B-0'  
EXIT-8A-EXIT-8A-1'



200' NOTIFICATION  
1 inch = 175 feet  
EAST OF SAN ISIDRO PKWY & WEST OF SPRINGFIELD

COUNCIL DISTRICT 6  
ZC-20-2022  
APPLICATION FOR  
B-4 (HIGHWAY COMMERCIAL DISTRICT)  
P.U.D.



B:  
L:  
UNPLATTED

SAN-ISIDRO-PKWY-90'

SAN-ISIDRO-PKWY

SAN-ISIDRO-PKWY-120'

SAMBAR-DR

KEY-DEER-DR-50'

CALAMIAN-DR-50'

SAMBAR-FOOD-50'

1511  
B: 3  
L: 119F

1557  
B: 3  
L: 119E

B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED





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

December 21, 2021

Attention: Orlando Navarro

**Subject: PUD at Lot 119F, Block 3, San Isidro Southwest Antlers Crossing Phase 5**

Top Site Civil Group LLC is humbly requesting a Planned Unit Development for the above mentioned project. The 11.25 acre lot's present zoning is B-4. The proposed development will be approximately 110 townhomes with adequate parking, utilities and amenities. This development will be gated. Please see attached site plans for reference.

We kindly request the approval of this Planned Unit Development.

Sincerely,

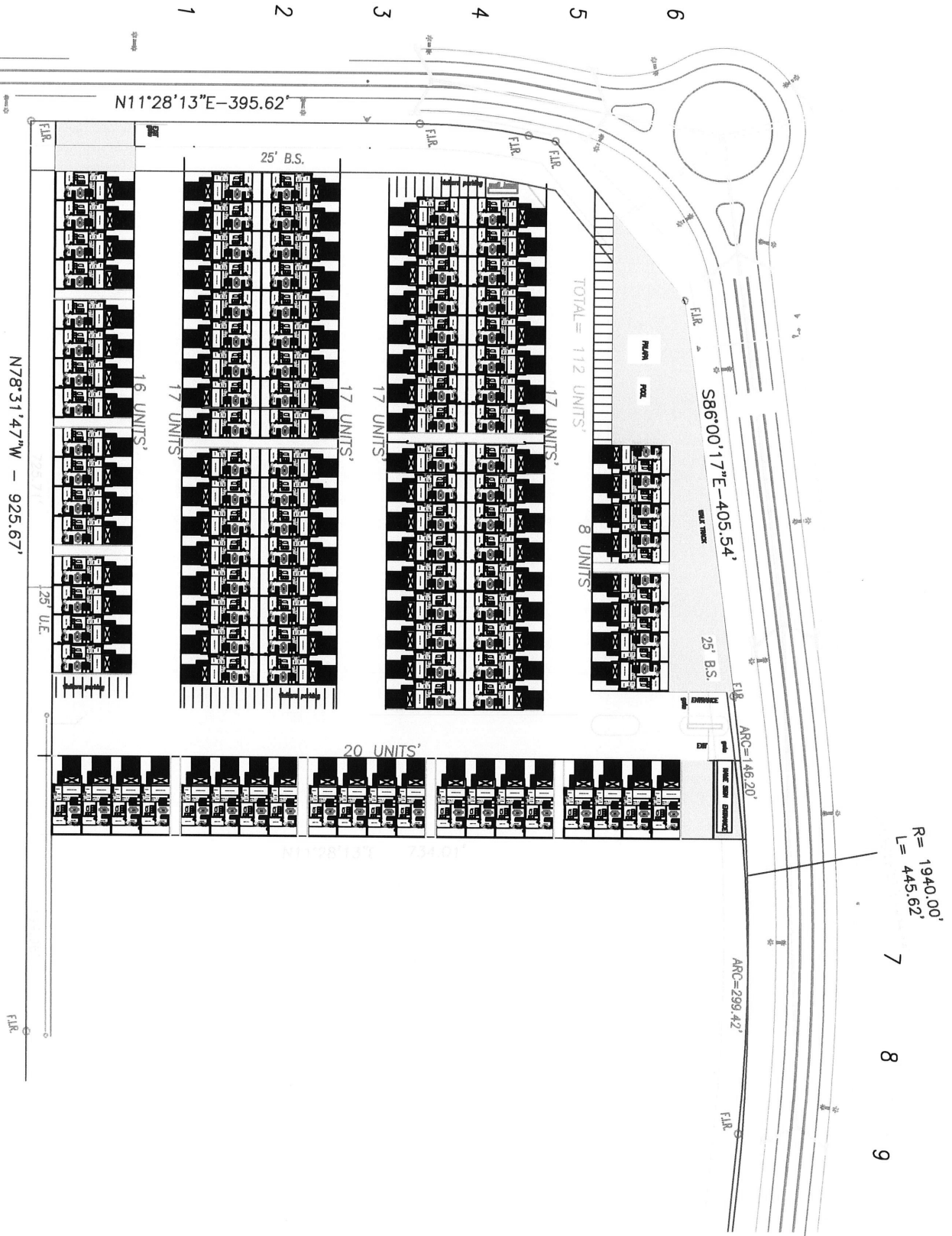
**Top Site Civil Group LLC**

*Ricardo M. Villarreal*

Ricardo M. Villarreal, PE, RPLS

Partner

UNION PACIFIC RAILROAD (100' R.O.W.)



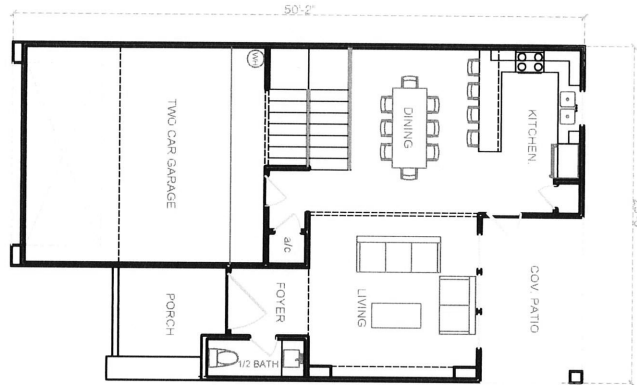
R = 1940.00'  
L = 445.62'

7  
8  
9

SHEET	DRAWING	
1	SITE PLAN	
SHEET COUNT	DATE	DESIGN BY
	DEC 21	RM
1 of 5	SCALE	DRAWN BY
	NTS	RM

ADDRESS: 1511 SAN ISIDRO PARKWAY  
 SIERRA RANCH TOWNHOMES  
 LEGAL DESCRIPTION  
 BLK. 3 LOT. 119F  
 SAN ISIDRO SOUTHWEST-ANTLER CROSSING SUBD. PHASE 5  
 LAREDO, TX.

STX LAND DEVELOPMENT LLC  
 956 724 2500



RE SIGNATURE HOMES LLC. RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THIS DESIGN AND DWG FILE. THIS DOCUMENT SHALL NOT BE REPRODUCED, COPIED, CHANGED OR DISCLOSED IN ANY FORM WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF RE SIGNATURE HOMES LLC.

SHEET	DRAWING	
1	FLOOR PLAN	
SHEET COUNT	DATE	DESIGN BY
1 OF 3	DEC 21	RM
	SCALE	DRAWN BY
	3/32" = 1'-0"	RM

ADDRESS: 1511 SAN ISIDRO PARKWAY  
 TOWN HOME MODEL  
 LEGAL DESCRIPTION  
 BLK. 3 LOT. 119F  
 SAN ISIDRO SOUTHWEST-ANTLER CROSSING SUBD. PHASE 5  
 LAREDO, TX.

	A. B. E. P. S.	NOTES
1st floor	745.00	
2nd floor	515.00	
LIVING AREA	1,635.00	
GARAGE	420.00	
COVERED PATIO	130.00	
PORCH	80.00	
TOTAL CONSTRUCTION AREA	2,285.00	





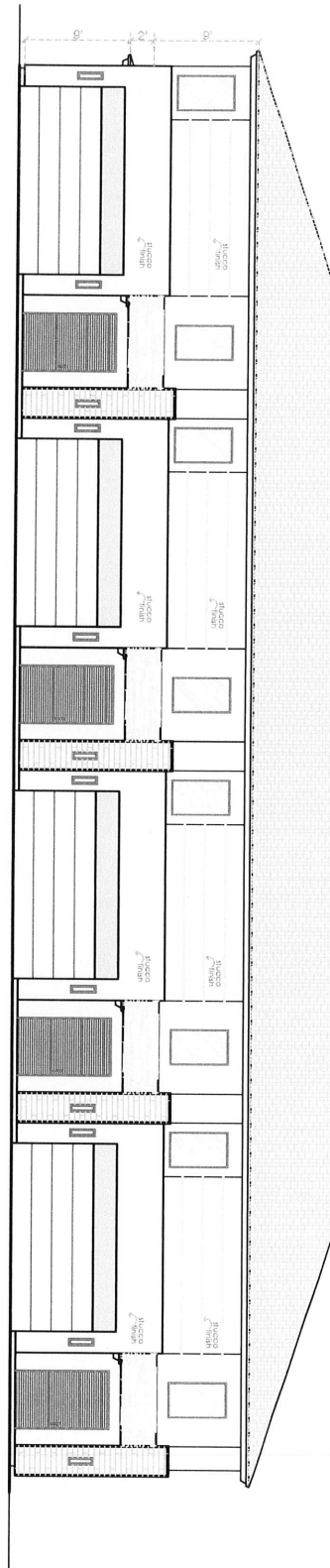
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SHEET <b>2</b>	DRAWINGS FLOOR PLAN	
	DATE DEC 21	DESIGN BY RM
SHEET COUNT 2 OF 3	SCALE 3/32" = 1'-0"	DRAWN BY RM

ADDRESS: 1511 SAN ISIDRO PARKWAY  
 TOWN HOME MODEL  
 LEGAL DESCRIPTION  
 BLK. 3 LOT. 119F  
 SAN ISIDRO SOUTHWEST-ANTLER CROSSING SUBD. PHASE 5  
 LAREDO, TX.

AREAS	NOTES
1st floor	740.00
2nd floor	515.00
LIVING AREA	1,655.00
GARAGE	420.00
COVERED PATIO	130.00
PORCH	90.00
TOTAL CONSTRUCTION AREA	2,295.00





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SHEET <b>3</b>	DRAWING ELEVATION	
	DATE DEC 21	DRAWN BY RM
SHEET COUNT 3 OF 3	SCALE 3/32" = 1'-0"	TEAM BY RM

ADDRESS: 1511 SAN ISIDRO PARKWAY  
TOWN HOME MODEL  
LEGAL DESCRIPTION  
BLK 3 LOT 119F  
SAN ISIDRO SOUTHWEST-ANTLER CROSSING SUBD. PHASE 5  
LAREDO, TX.

AREA	NOTES
1st Floor	740.00
2nd Floor	815.00
LIVING AREA	1,555.00
GARAGE	430.00
COVERED PATIO	133.00
PERCH	90.00
TOTAL CONSTRUCTIVE AREA	2,983.00



**ORDINANCE NO. 2022-O-043**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 119 F, BLOCK 3, SAN ISIDRO – ANTLER CROSSING SUBDIVISION, PHASE 5, LOCATED AT 1511 SAN ISIDRO PARKWAY, FROM B-4 (HIGHWAY COMMERCIAL DISTRICT) TO B-3 PUD (COMMUNITY BUSINESS DISTRICT-PLANNED UNIT DEVELOPMENT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 119 F, Block 3, San Isidro – Antler Crossing Subdivision, Phase 5, located at 1511 San Isidro Parkway, from B-4 (Highway Commercial District) to B-3 PUD (Community Business District-Planned Unit Development); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 16, 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 March 21, 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; 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 rezoning Lot 119 F, Block 3, San Isidro – Antler Crossing Subdivision, Phase 5, located at 1511 San Isidro Parkway, from B-4 (Highway Commercial District) to B-3 PUD (Community Business District-Planned Unit Development); and,

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, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
SYLVIA BORANDA-FIRTH  
INTERIM CITY ATTORNEY

**City Council-Regular****Meeting Date:** 04/04/2022**Initiated By:** Orlando Navarro, Planning Director**Initiated By:** SKG Homes VI LLC, Owner; Oscar Castillo/Peua Consulting, LLC, Applicant/Representative**Staff Source:** Orlando D. Navarro, Planning Director**SUBJECT**

**2022-O-044** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 14.98 acre tract of land, made up of a 9.98 acre tract of land, conveyed to 501 Imperial Partners, L.P., described in deed recorded in Volume 4343, pages 276-284, Official Public Records, Webb County, Texas, and Tract A, a 2.50 acre tract of land, conveyed to 501 Webb Realty, LLC, described in deed recorded in Volume 4845, pages 730-734, Official Public Records, Webb County, Texas, and Tract B, a 2.50 acre tract of land, conveyed to 501 Webb Realty, LLC, described in deed recorded in Volume 4723, pages 868-871, Official Public Records, Webb County, Texas, situated in Porcion 22, Dona Maria Jesus Sanchez, Abstract 277, Webb County, Texas, located south of Monaco Boulevard and Larvotto Loop and north of Shiloh Drive, from R-2 (Multi-Family Residential District) and B-3 (Community Business District) to R-1B (Single Family High Density District).

**ZC-029-2022**  
**District VI**

**PREVIOUS COUNCIL ACTION**

The item was introduced at the City Council meeting of March 21, 2022.

**BACKGROUND**

**Council District:** VI - Cm. Dr. Marte A. Martinez

**Proposed use:** Single Family High Density Residential

**Site:** The site is vacant undeveloped land.

**Surrounding land uses:** To the North of the site is vacant undeveloped land and residential use, Monaco Subdivision. To the East of the site is predominantly multi-family residential use, located on McPherson Road. To the South of the site is commercial and residential use located on Shiloh Drive. To the West of the site is vacant undeveloped land.

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

**Transportation Plan:** The Long Range Thoroughfare Plan does not identify North Crest Drive. [www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan\\_2021.02.11.pdf](http://www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf)

**Letters sent to surrounding property owners: 39 In Favor: 0 Opposed: 0**

**COMMITTEE RECOMMENDATION**

The Planning & Zoning Commission is a 7 to 0 vote recommended **approval** of the zone change.

**STAFF RECOMMENDATION**

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

1. The proposed zone, R-1B, is in conformance with the Comprehensive Plan's designation of this area as Medium Density Residential and Neighborhood Mixed-Used. Medium Density Residential and Neighborhood Mixed-Use allows for R-1B zoning uses.
2. The proposed zone and permitted single family high density residential uses will complement the mix of residential uses present in the area.
3. The zone change will not adversely impact 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?**



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No.

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

No. There are other residential type districts in the area.

**Will change adversely influence living conditions in the neighborhood?**

No.

**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 high density residential 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

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**Attachments**

Maps

Survey

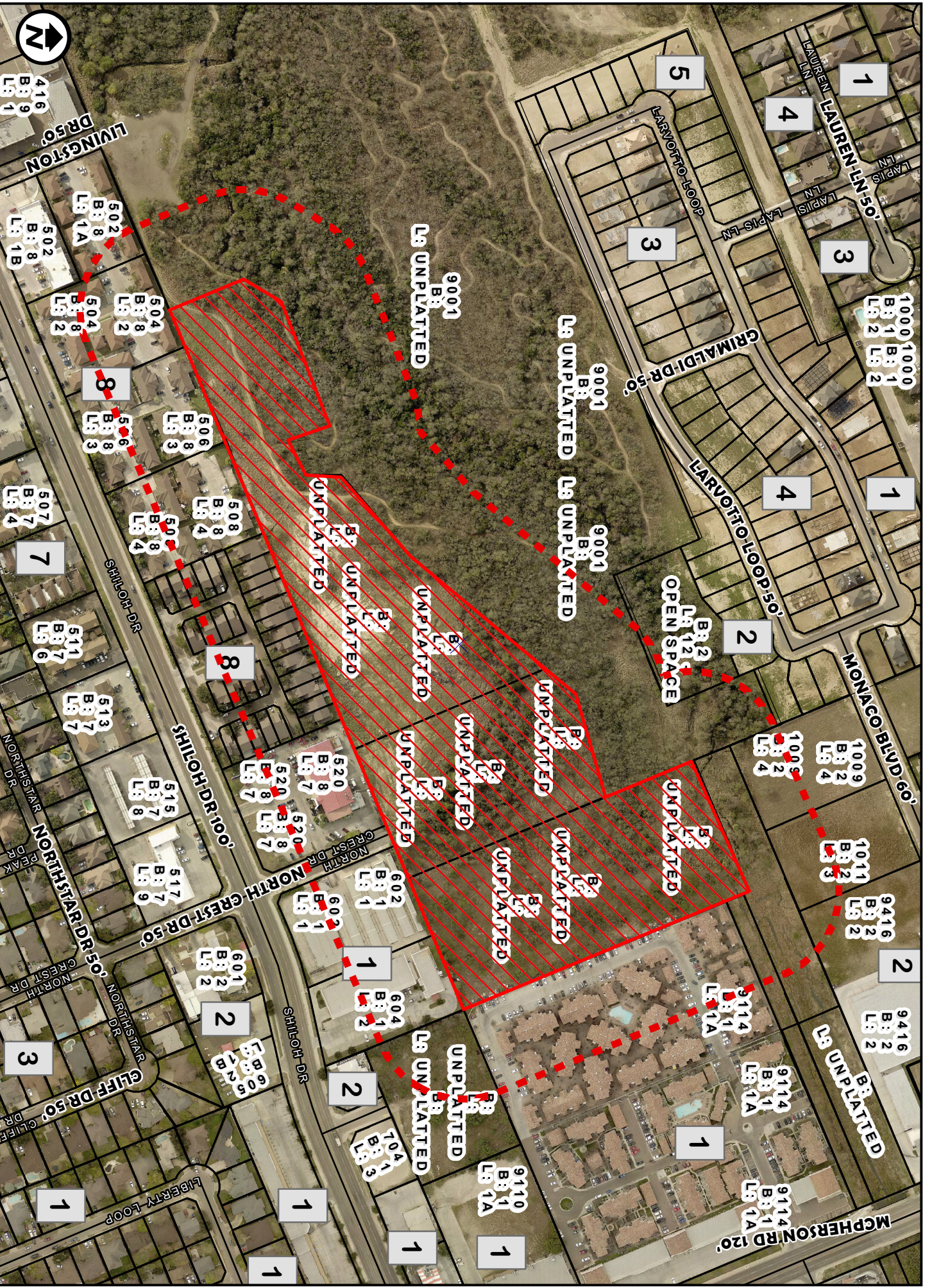
FINAL Ordinance

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1

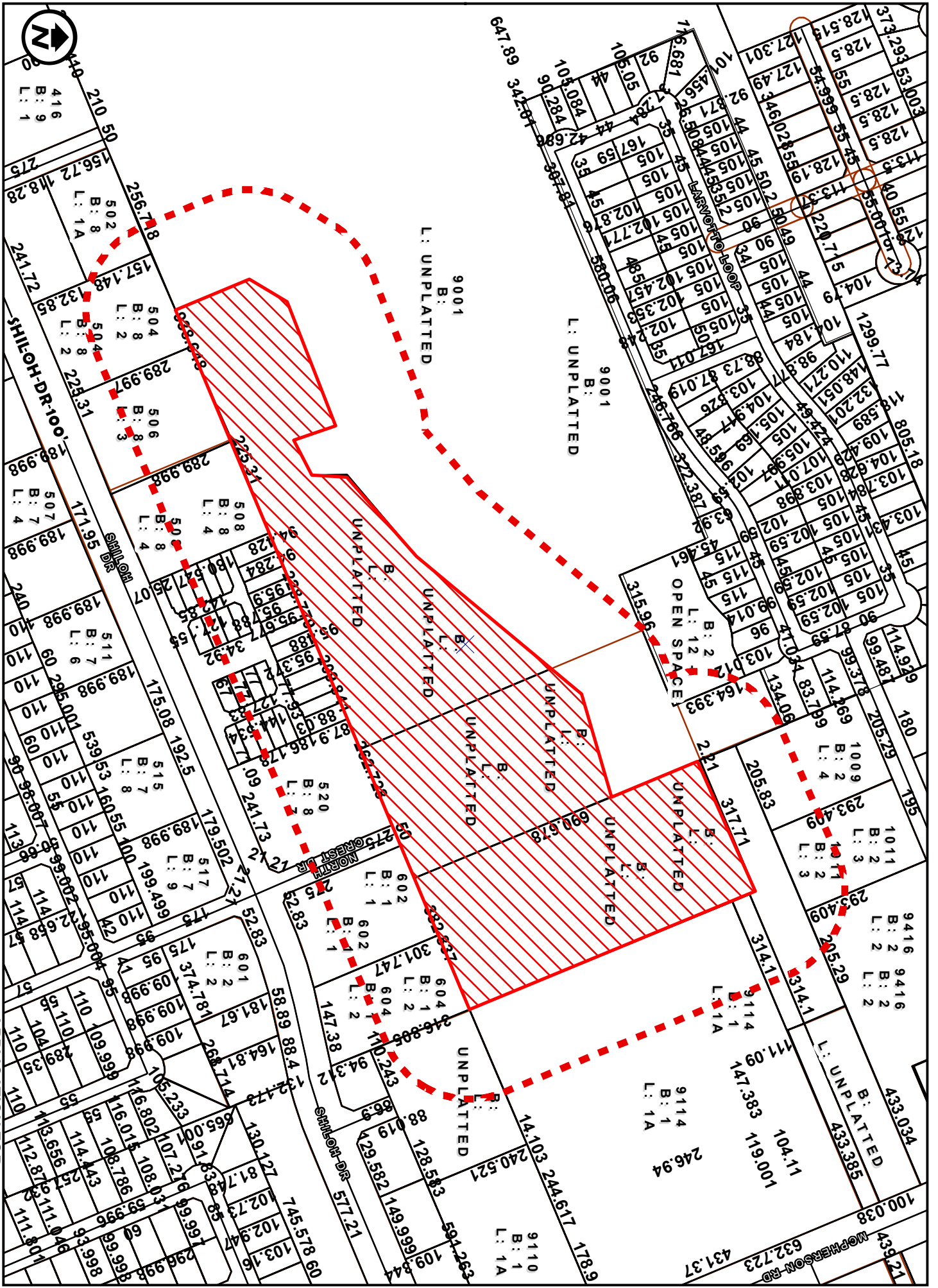
2

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AERIAL MAP  
 1 inch = 275 feet  
 NORTH OF NOTHCREEK DR. SOUTH OF LARVOTTO LP.

ZC-29-2022  
 COUNCIL DISTRICT 6  
 APPLICATION FOR  
 R-2 (MULTI-FAMILY DISTRICT)  
 R-1B (Single Family High Density District)

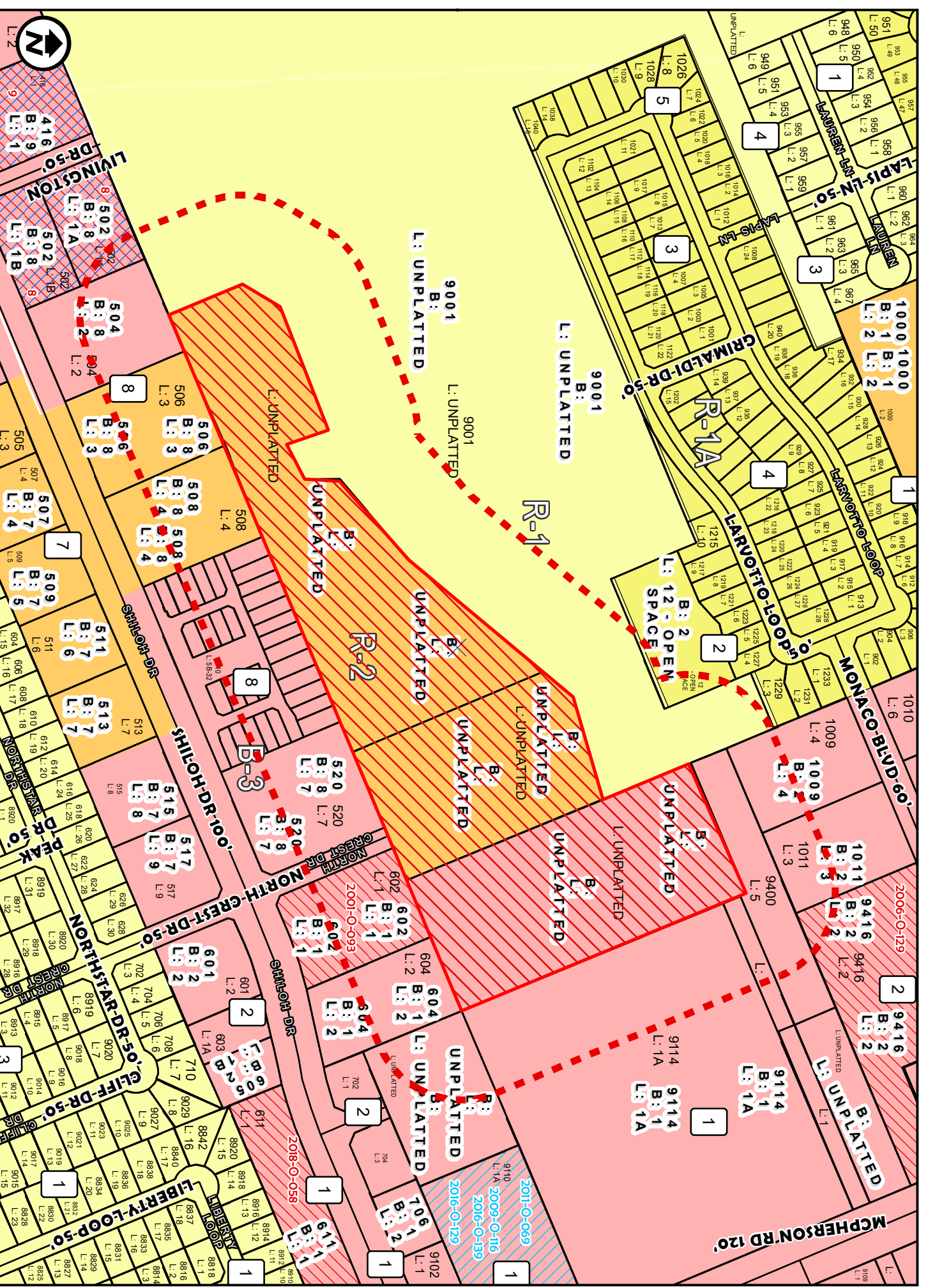


DIMENSIONS MAP  
 ZC-29-2022  
 1 inch = 275 feet  
 NORTH OF NOTHCREEK DR. SOUTH OF LARVOTTO LP.

COUNCIL DISTRICT 6  
 APPLICATION FOR  
 R-1B (Single Family High Density District)  
 R-2 (MULTI-FAMILY DISTRICT)

ZONING MAP  
 1 inch = 275 feet  
 NORTH OF NOTHCREEK DR. SOUTH OF LARVOTTO LP.

COUNCIL DISTRICT 6  
 ZC-29-2022  
 APPLICATION FOR  
 R-2 (MULTI-FAMILY DISTRICT)  
 R-1B (Single Family High Density District)





416  
B: 9  
L: 1

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B: 8  
L: 1A

502  
B: 8  
L: 1B

504  
B: 8  
L: 2

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B: 8  
L: 3

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B: 7  
L: 4

509  
B: 7  
L: 5

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B: 7  
L: 6

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B: 7  
L: 7

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B: 7  
L: 8

517  
B: 7  
L: 9

601  
B: 2  
L: 2

602  
B: 1  
L: 1

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B: 1  
L: 2

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B: 1  
L: 2

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B: 1  
L: 1A

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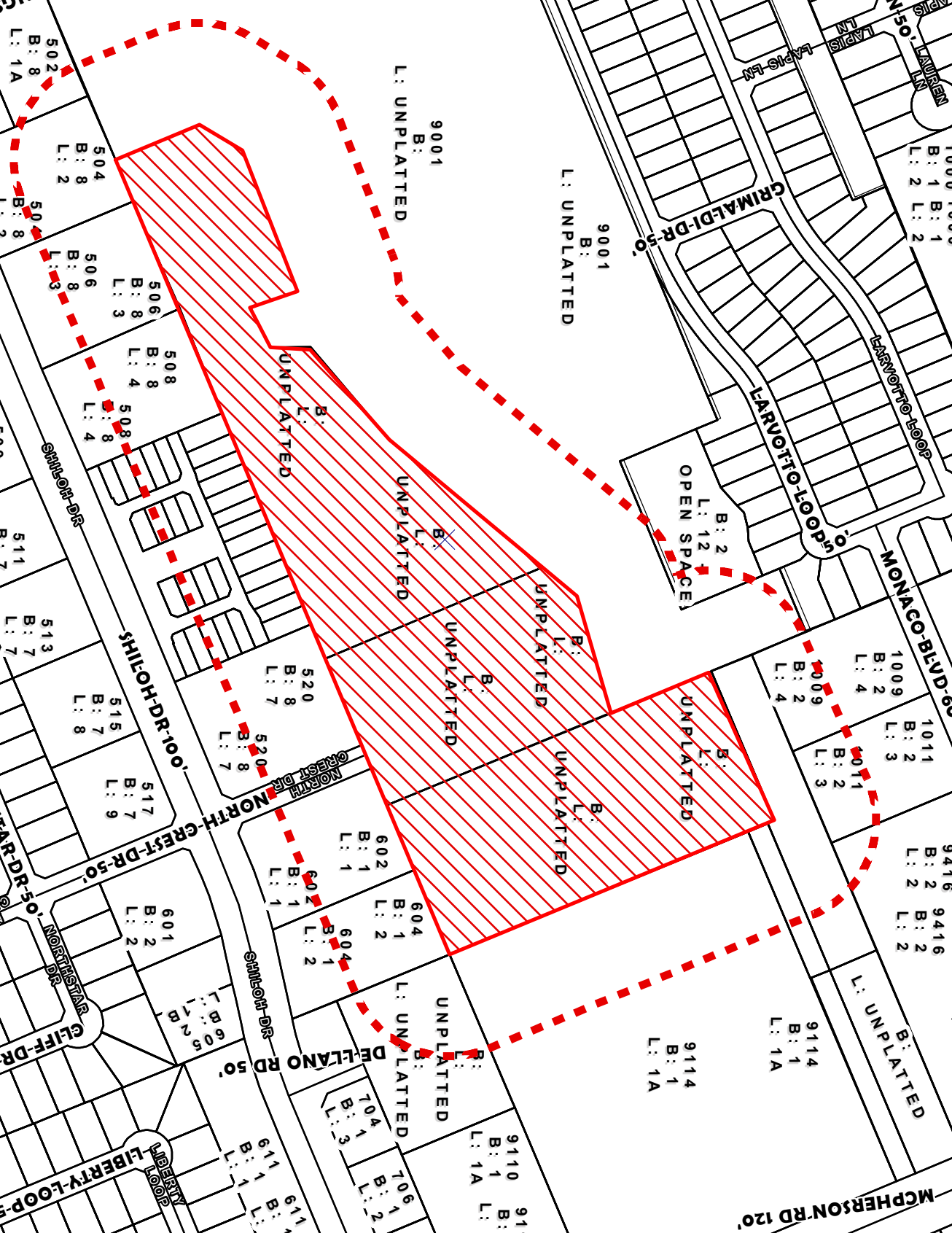
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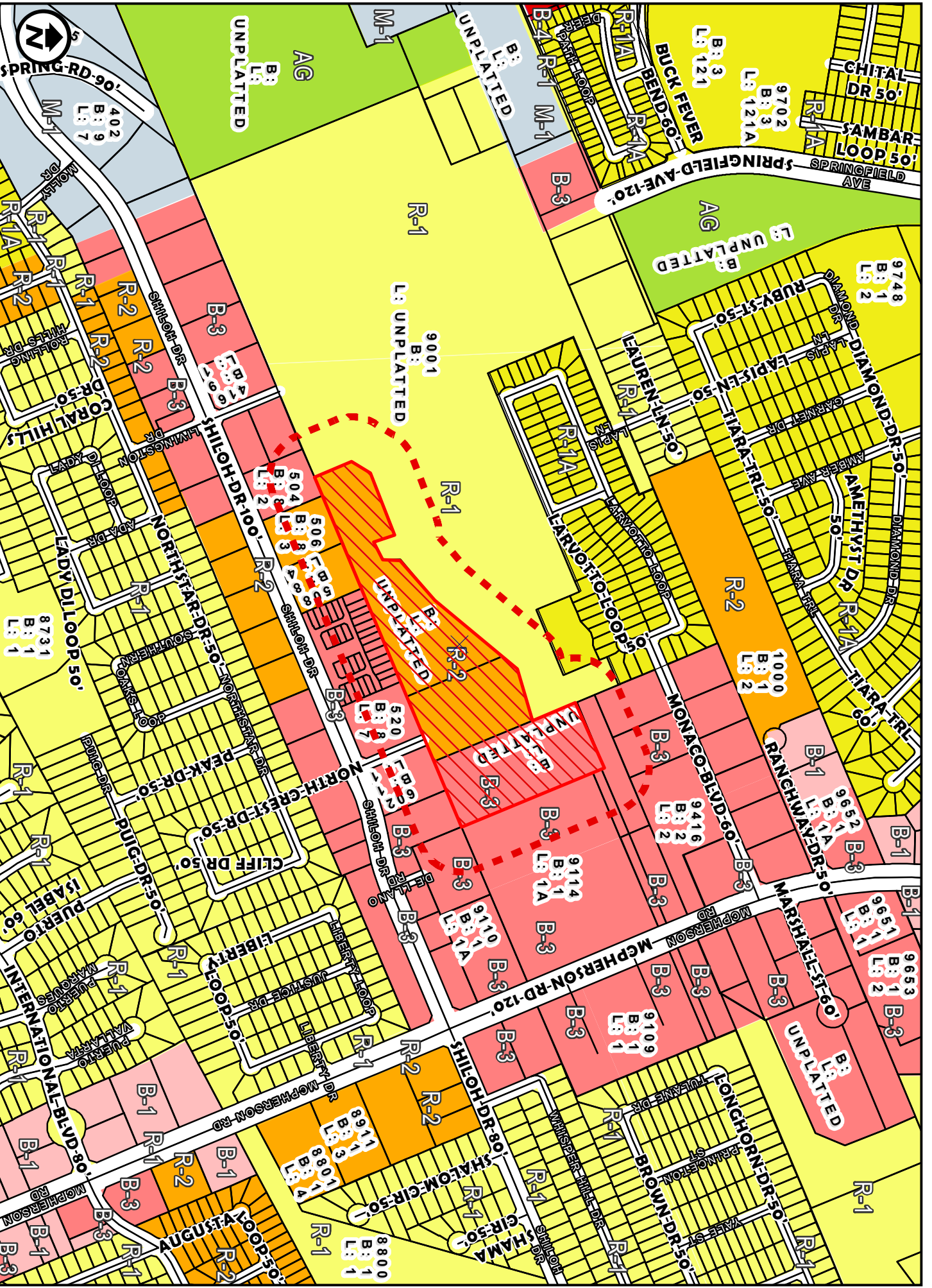
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B: 1  
L: 1A

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B: 1  
L: 1A



SURVEY MAP  
1 inch = 275 feet  
NORTH OF NOTHCREEK DR. SOUTH OF LARVOTTO LP.  
ZC-29-2022  
COUNCIL DISTRICT 6  
APPLICATION FOR  
R-2 (MULTI-FAMILY DISTRICT)  
R-1B (Single Family High Density District)



ZONING OVERVIEW  
 1 inch = 550 feet  
 NORTH OF NOTHCREEK DR. SOUTH OF LARVOTTO LP.

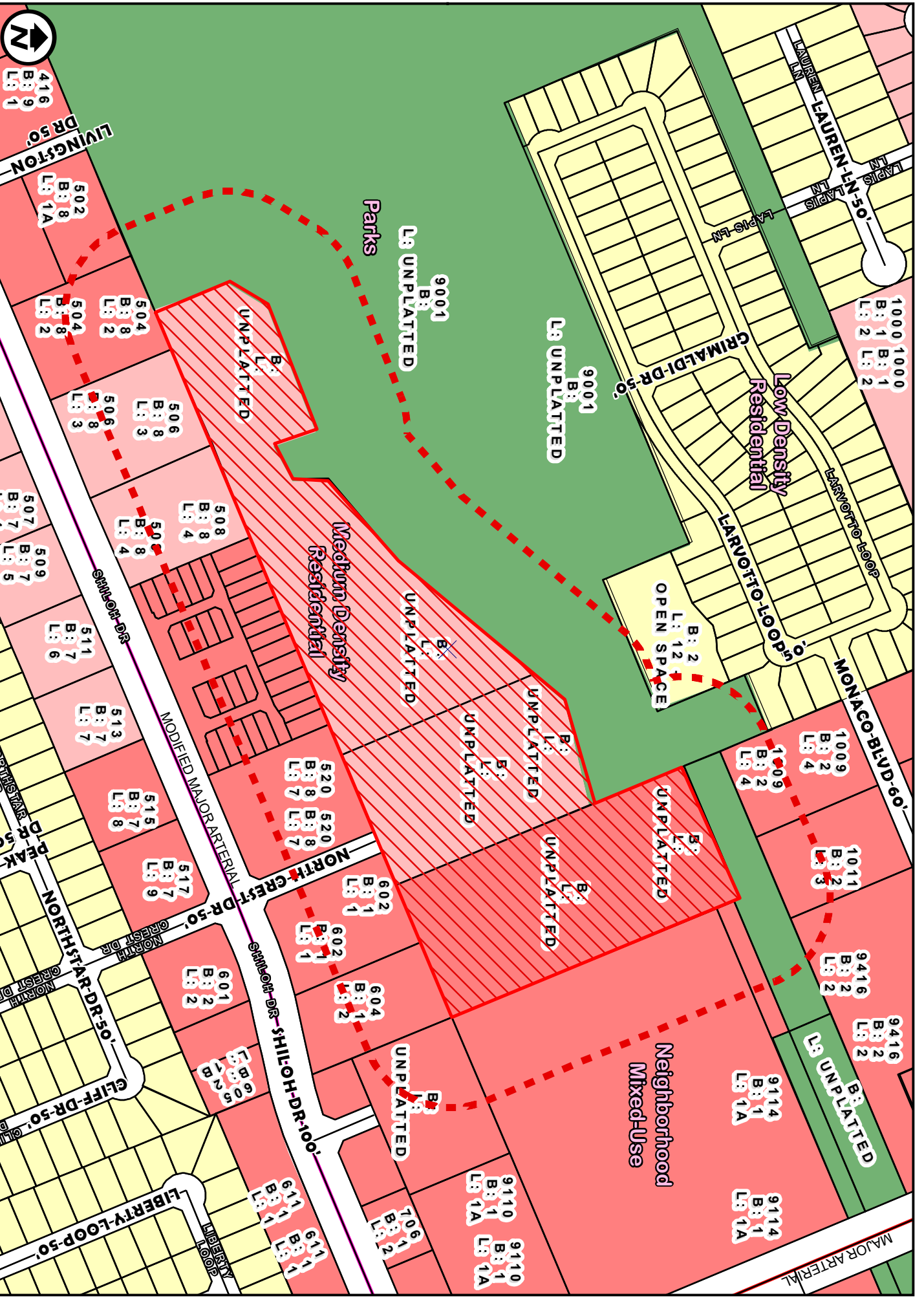
ZC-29-2022

COUNCIL DISTRICT 6

APPLICATION FOR

R-2 (MULTI-FAMILY DISTRICT)  
 R-1B (Single Family High Density District)





FUTURE LANDUSE MAP ZC-29-2022  
 1 inch = 275 feet COUNCIL DISTRICT 6  
 NORTH OF NOTHCREEK DR. SOUTH OF LARVOTTO LP.

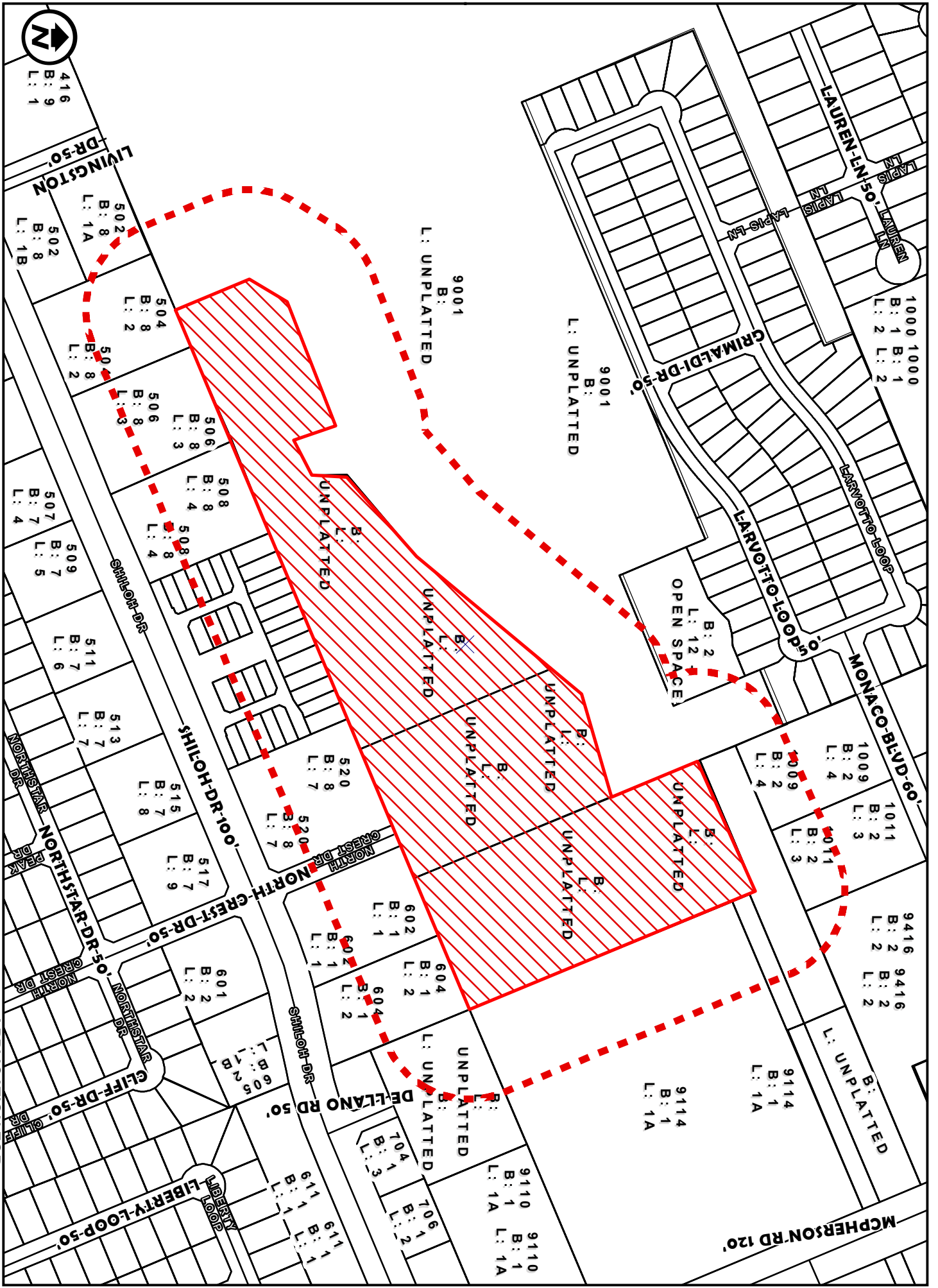
APPLICATION FOR  
 R-2 (MULTI-FAMILY DISTRICT)  
 R-1B (Single Family High Density District)



200' NOTIFICATION  
 1 inch = 275 feet  
 NORTH OF NOTHCREEK DR. SOUTH OF LARVOTTO LP.

ZC-29-2022

COUNCIL DISTRICT 6  
 APPLICATION FOR  
 R-2 (MULTI-FAMILY DISTRICT)  
 R-1B (Single Family High Density District)



APPLICATION FOR

**Field Notes**  
**for a 14.98 acre tract of land**  
**made up of a 9.98 acre tract of land,**  
**and Tract A, a 2.50 acre tract of land,**  
**and Tract B, a 2.50 acre tract of land**  
**Situated in Porcion 22, Dona Maria Jesus Sanchez, Abstract 277**  
**Webb County, Texas**

Being a 14.98 acre tract of land, made up of a 9.98 acre tract of land, conveyed to 501 Imperial Partners, L.P., described in deed recorded in Volume 4343, Pages 276-284, Official Public Records, Webb County, Texas, and Tract A, a 2.50 acre tract of land, conveyed to 501 Webb Realty, LLC, described in deed recorded in Volume 4845, Pages 730-734, Official Public Records, Webb County, Texas, and Tract B, a 2.50 acre tract of land, conveyed to 501 Webb Realty, LLC, described in deed recorded in Volume 4723, Pages 868-871, Official Public Records, Webb County, Texas, situated in Porcion 22, Dona Maria Jesus Sanchez, Abstract 277, Webb County, Texas, and being more particularly described by metes and bounds as follows, to wit:

**Beginning** at a *PK nail* found at the northerly line of Lot 2, Block 8, Crown Ridge Subdivision, Phase 1, recorded in Volume 14, Pages 72-73, Plat Records, Webb County, Texas, at an exterior corner of an 80.63 acre tract of land conveyed to the City of Laredo, Texas, for the southwest corner hereof;

**Thence**, with the easterly and southerly lines of said 80.63 acre tract of land, the following courses and distances:

*North 22 degrees 34 minutes 28 seconds West, 174.21 feet to a 1/2" iron rod*, for the most westerly northwest corner hereof;

*North 31 degrees 17 minutes 40 seconds East, 98.62 feet to a point* from which a found 1/2" iron rod bears North 16 degrees 56 minutes 17 seconds West, 1.30 feet, for an exterior corner hereof;

*North 68 degrees 52 minutes 28 seconds East, 297.40 feet to a point* from which a found 1/2" iron rod bears North 76 degrees 13 minutes 11 seconds West, 0.43 feet, for an exterior corner hereof;

*South 18 degrees 26 minutes 46 seconds East, 98.97 feet to a point* from which a found 1/2" iron rod bears South 84 degrees 30 minutes 00 seconds West, 0.34 feet, for an interior corner hereof;

*North 61 degrees 37 minutes 55 seconds East, 87.72 feet to a point* from which a found 1/2" iron rod bears South 54 degrees 54 minutes 19 seconds West, 0.42 feet, for an interior corner hereof;

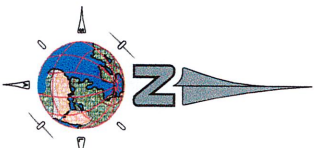
*North 00 degrees 27 minutes 35 seconds West, 78.72 feet to a point* from which a found 1/2" iron rod bears North 84 degrees 00 minutes 16 seconds West, 0.33 feet, for an exterior corner hereof;

*North 48 degrees 55 minutes 25 seconds East, 236.13 feet to a point* from which a found 1/2" iron rod bears South 88 degrees 30 minutes 48 seconds West, 0.50 feet, for an interior corner hereof;

*North 40 degrees 33 minutes 48 seconds East, 482.17 feet to a point* from which a found 1/2" iron rod bears South 64 degrees 13 minutes 31 seconds West, 0.56 feet, for an exterior corner hereof;

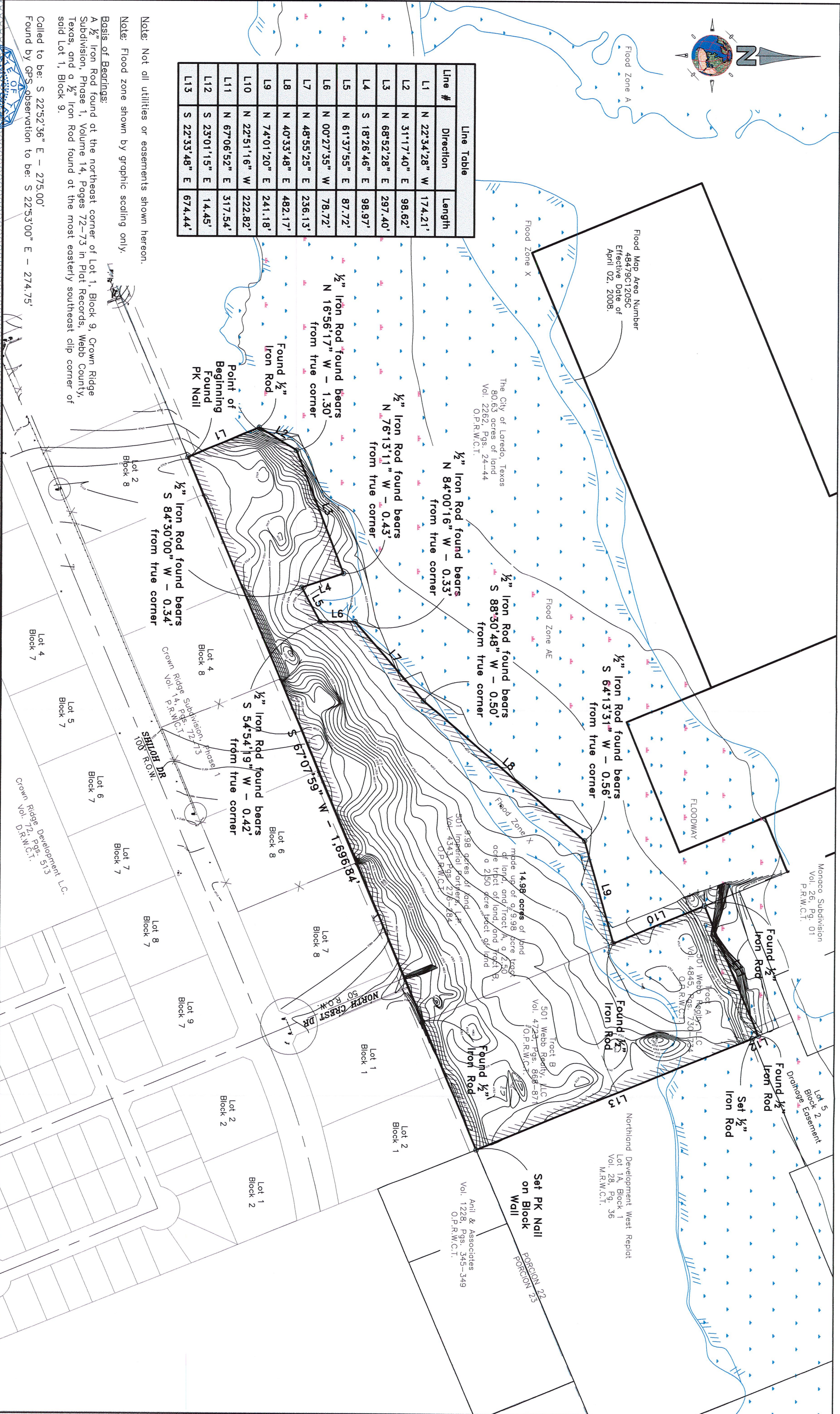
**Thence**, continuing with a southerly lines of said 80.63 acre tract of land, *North 74 degrees 01 minutes 20 seconds East, 241.18 feet to a 1/2" iron rod* found at the westerly line of aforementioned Tract A, for an interior corner hereof;

**Thence**, with the westerly line of said Tract A, *North 22 degrees 51 minutes 16 seconds West, 222.82 feet to a 1/2" iron rod* found at the southwest corner of Monaco Subdivision, recorded in Volume 26, Page 01, Plat Records, Webb County, Texas for an exterior corner hereof;



Flood Map Area Number  
48479C1205C  
Effective Date of  
April 02, 2008.

Line #	Direction	Length
L1	N 22°34'28" W	174.21'
L2	N 31°17'40" E	98.62'
L3	N 68°52'28" E	297.40'
L4	S 18°26'46" E	98.97'
L5	N 61°37'55" E	87.72'
L6	N 00°27'35" W	78.72'
L7	N 48°55'25" E	236.13'
L8	N 40°33'48" E	482.17'
L9	N 74°01'20" E	241.18'
L10	N 22°51'16" W	222.82'
L11	N 67°06'52" E	317.54'
L12	S 23°01'15" E	14.45'
L13	S 22°33'48" E	674.44'



Note: Not all utilities or easements shown hereon.

Note: Flood zone shown by graphic scaling only.

Basis of Bearings:

A 1/2" Iron Rod found at the northeast corner of Lot 1, Block 9, Crown Ridge Subdivision, Phase 1, Volume 14, Pages 72-73 in Plat Records, Webb County, Texas, and a 1/2" Iron Rod found at the most easterly southeast clip corner of said Lot 1, Block 9.

Called to be: S 22°52'36" E - 275.00'

Found by GPS observation to be: S 22°53'00" E - 274.75'

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HAVE EXAMINED THE ORIGINAL SURVEY RECORDS AND THE ORIGINAL FIELD NOTES AND HAVE FOUND THEM TO BE TRUE AND CORRECT AND WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THE ORIGINAL FIELD NOTES AND PLAT RECORDS SHOW THE PROPERTY PLACED ON LOCATED.

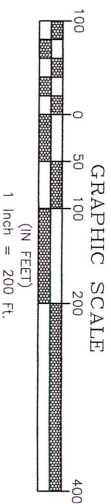
5304

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

11-12-2021

of a **14.98** acre tract of land made up of a 9.98 acre tract of land, and Tract A, a 2.50 acre tract of land, and Tract B, a 2.50 acre tract of land situated in Porcion 22, Dona Maria Jesus Sanchez, Abstract 277 Webb County, Texas

**SURVEY**



**JJ Ruiz**  
Land Surveying

TBPELS Firm Reg. No. 10141800  
4350 Ocean Drive, Ste 301  
Corpus Christi, TX, 78412  
www.jruizlandsurveying.com  
Phone 956-568-4470  
Fax 956-568-4471

TECH:	JJR
DRAWN:	JJR
DATE:	11-10-21
PG.:	000
SHEET:	1 OF 3

**ORDINANCE NO. 2022-O-044**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF APPROXIMATELY 14.98 ACRE TRACT OF LAND, MADE UP OF A 9.98 ACRE TRACT OF LAND, CONVEYED TO 501 IMPERIAL PARTNERS, L.P., DESCRIBED IN DEED RECORDED IN VOLUME 4343, PAGES 276-284, OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS, AND TRACT A, A 2.50 ACRE TRACT OF LAND, CONVEYED TO 501 WEBB REALTY, LLC, DESCRIBED IN DEED RECORDED IN VOLUME 4845, PAGES 730-734, OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS, AND TRACT B, A 2.50 ACRE TRACT OF LAND, CONVEYED TO 501 WEBB REALTY, LLC, DESCRIBED IN DEED RECORDED IN VOLUME 4723, PAGES 868-871, OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS, SITUATED IN PORCION 22, DONA MARIA JESUS SANCHEZ, ABSTRACT 277, WEBB COUNTY, TEXAS, LOCATED SOUTH OF MONACO BOULEVARD AND LARVOTTO LOOP AND NORTH OF SHILOH DRIVE, FROM R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT) AND B-3 (COMMUNITY BUSINESS 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 14.98 acre tract of land, made up of a 9.98 acre tract of land, conveyed to 501 Imperial Partners, L.P., described in deed recorded in Volume 4343, Pages 276-284, Official Public Records, Webb County, Texas, and Tract A, a 2.50 acre tract of land, conveyed to 501 Webb Realty, LLC, described in deed recorded in Volume 4845, Pages 730-734, Official Public Records, Webb County, Texas, and Tract B, a 2.50 acre tract of land, conveyed to 501 Webb Realty, LLC, described in deed recorded in Volume 4723, Pages 868-871, Official Public Records, Webb County, Texas, situated in Porcion 22, Dona Maria Jesus Sanchez, Abstract 277, Webb County, Texas, located south of Monaco Boulevard and Larvotto Loop and north of Shiloh Drive, from R-2 (Multi-Family Residential District) and B-3 (Community Business 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 February 16, 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 March 21, 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 14.98 acre tract of land, made up of a 9.98 acre tract of land, conveyed to 501 Imperial Partners, L.P., described in deed recorded in Volume 4343, Pages 276-284, Official Public Records, Webb County, Texas, and Tract A, a 2.50 acre tract of land, conveyed to 501 Webb Realty, LLC, described in deed recorded in Volume 4845, Pages 730-734, Official Public Records, Webb County, Texas, and Tract B, a 2.50 acre tract of land, conveyed to 501 Webb Realty, LLC, described in deed recorded in Volume 4723, Pages 868-871, Official Public Records, Webb County, Texas, situated in Porcion 22, Dona Maria Jesus Sanchez, Abstract 277, Webb County, Texas, located south of Monaco Boulevard and Larvotto Loop and north of Shiloh Drive, from R-2 (Multi-Family Residential District) and B-3 (Community Business 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.

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PETE SAENZ  
MAYOR

ATTEST:

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JOSE A. VALDEZ  
CITY SECRETARY

APPROVED AS TO FORM:

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SYLVIA BORANDA-FIRTH  
INTERIM CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 04/04/2022  
**Initiated By:** Orlando Navarro, Planning Director  
**Initiated By:** SKG Homes, VI, LLC, Owner; PEUA Consulting, Applicant/ Representative  
**Staff Source:** Orlando D. Navarro, Planning Director

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**SUBJECT**

**2022-O-045** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning of Lot 119E, Block 3, San Isidro Southwest Antler Crossing Subdivision, Phase 5, located at 1557 San Isidro Parkway from B-4 (Highway Commercial District) to R-2 (Multi-Family Residential District).

**ZC-030-2022**  
**District VI**

**PREVIOUS COUNCIL ACTION**

The item was introduced at the City Council meeting of March 21, 2022.

**BACKGROUND**

**Council District:** VI - Cm. Dr. Marte A. Martinez

**Proposed use:** Multi-Family Residential (74 duplex units - applicant is also applying for a PUD)

**Site:** The site is currently raw undeveloped land platted property.

**Surrounding land uses:** North of the property is San Isidro Parkway, vacant undeveloped land, and Bob Bullock Loop, to the east is more vacant undeveloped land, Springfield Avenue, and Sonterra de San Isidro Subdivision, south of the site is San Isidro Southwest subdivision under construction, and west of the site is vacant undeveloped land, San Isidro Parkway, Union Pacific Railroad, and Interstate Highway 35.

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

**Transportation Plan:** The Long Range Thoroughfare Plan identifies San Isidro Parkway as a Minor Arterial.  
[http://www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan\\_2021.02.11.pdf](http://www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf)

**Letters sent to surrounding property owners: 16**

**Within the 200 feet radius:**  
**In Favor: 0    Opposed: 1**

**Outside the 200 feet radius:**  
**In Favor: 0    Opposed: 2**

**COMMITTEE RECOMMENDATION**

The Planning & Zoning Commission is a 7 to 0 vote recommended **approval** of the zone change.

**STAFF RECOMMENDATION**

Staff **supports** the proposed zone change and considers it appropriate at this location for the following reasons:

1. The proposed zone change is in conformance with the Comprehensive Plan's Mixed Use Center designation which allows for all zones with the exception of M-1, M-2, and B-4 (allowed with exceptions). This includes R-2 zone uses.
2. The proposed zone will allow for multifamily uses consistent with the higher density residential uses to the south.
3. The proposed zone is complementary to the R-1A zone and although located adjacent to commercial B-4 zones to the east and west, those locations are in the process of seeking zone change to residential and lighter commercial zoning.

Staff **supports** the proposed zone change.

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

**Is this change contrary to the established land use pattern?**

No. The current pattern is vacant and undeveloped with only higher density residential uses to the south.



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

While there are no other R-2 districts in the vicinity, the proposed zone will allow for single family and multifamily uses complementary to the higher density residential uses to the south.

**Would this change adversely influence living conditions in the neighborhood?**

No, the adjacent properties are vacant and undeveloped with the exception of the residentially zoned area to the south.

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

Yes. The existing zoning does not allow for multifamily uses as proposed by the applicant.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

N/A

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**Attachments**

Maps

FINAL Ordinance

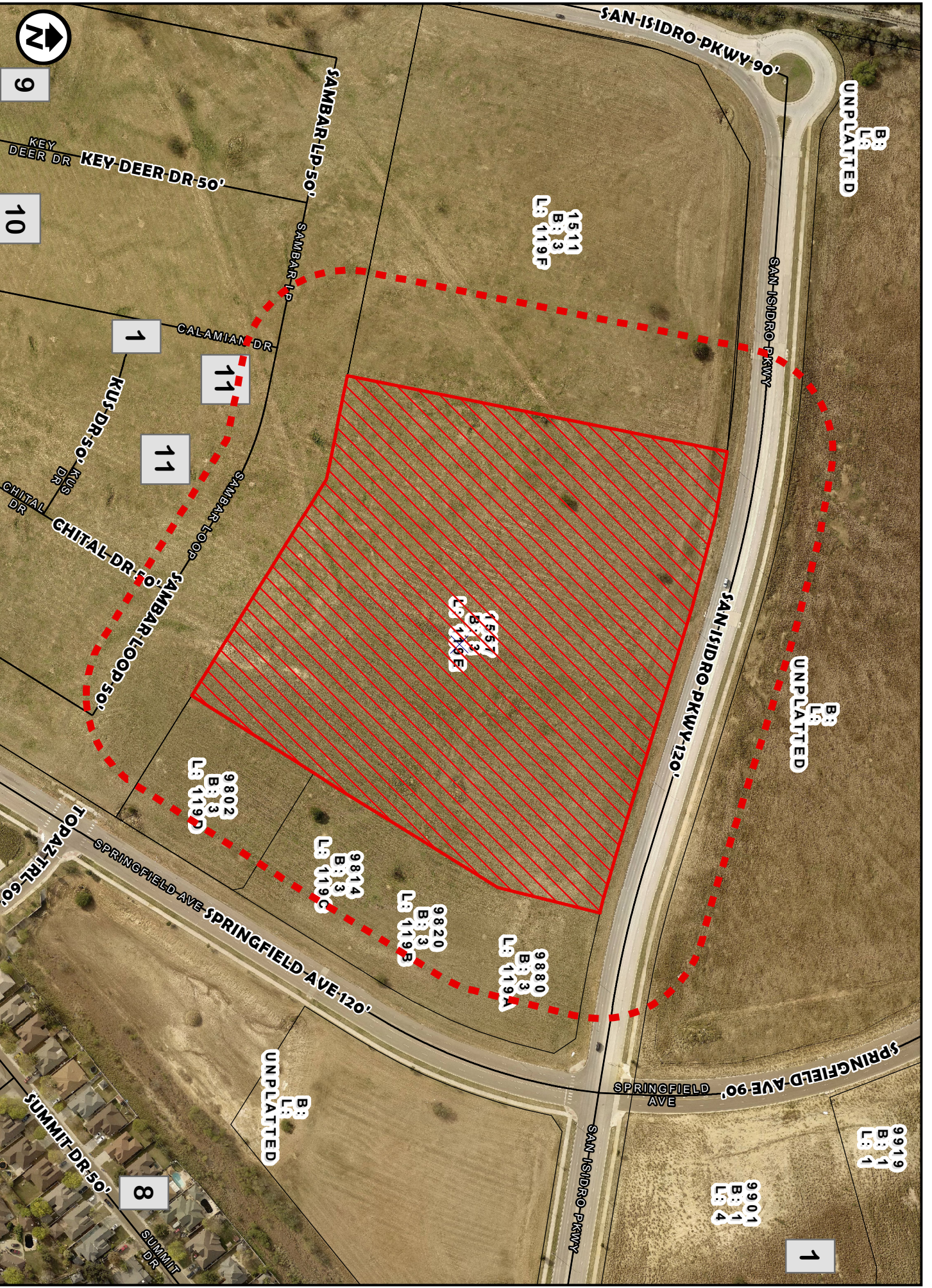
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AERIAL MAP  
 1 inch = 233 feet  
 ZC-30-2022  
 COUNCIL DISTRICT 6  
 1557 SAN ISIDRO

APPLICATION FOR  
 B-4 (HIGHWAY COMMERCIAL DISTRICT)  
 R-2 (MULTI-FAMILY DISTRICT)

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TOPAZ TRL 60'

SPRINGFIELD AVE 90'

SPRINGFIELD AVE 120'

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

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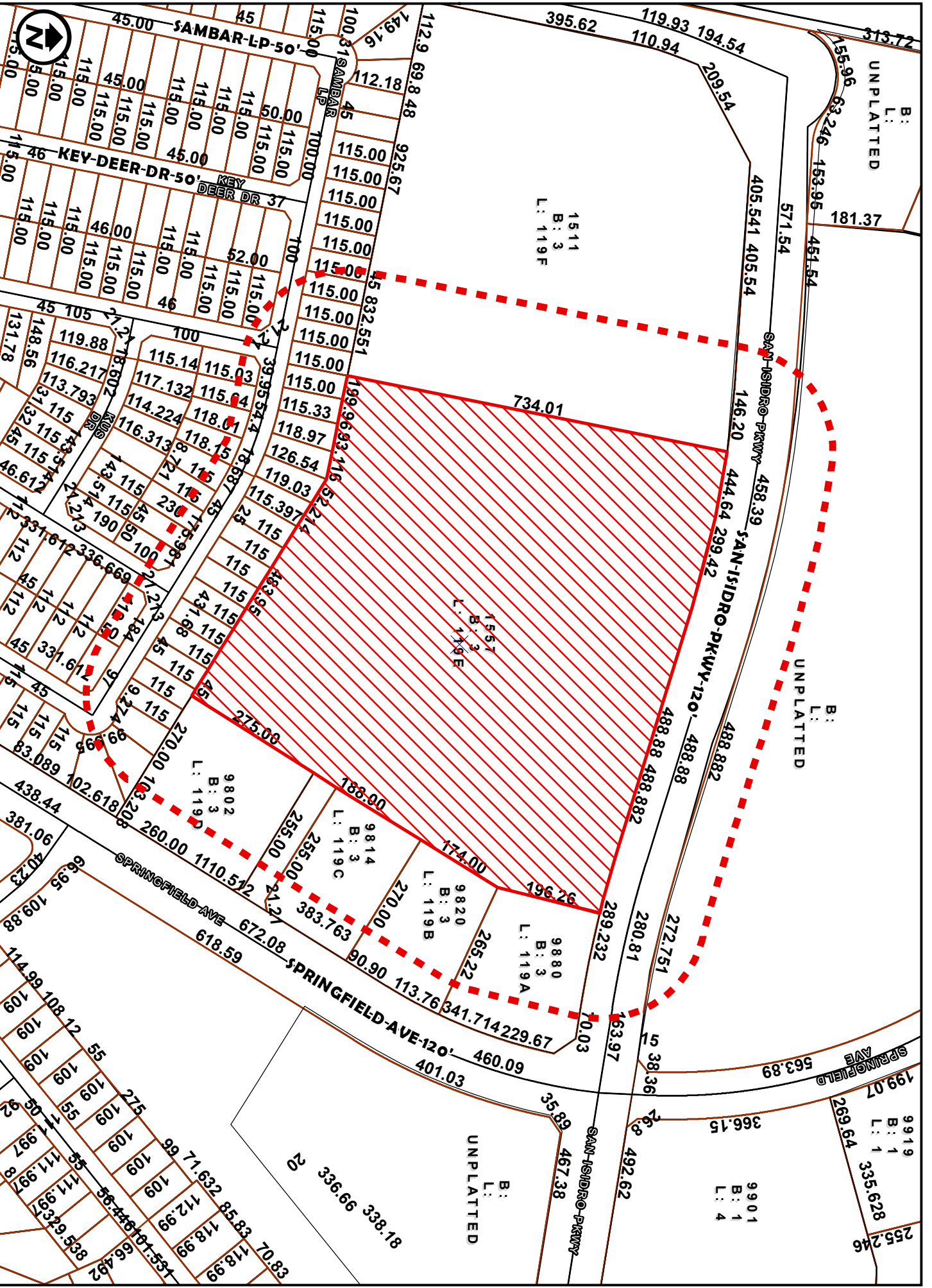
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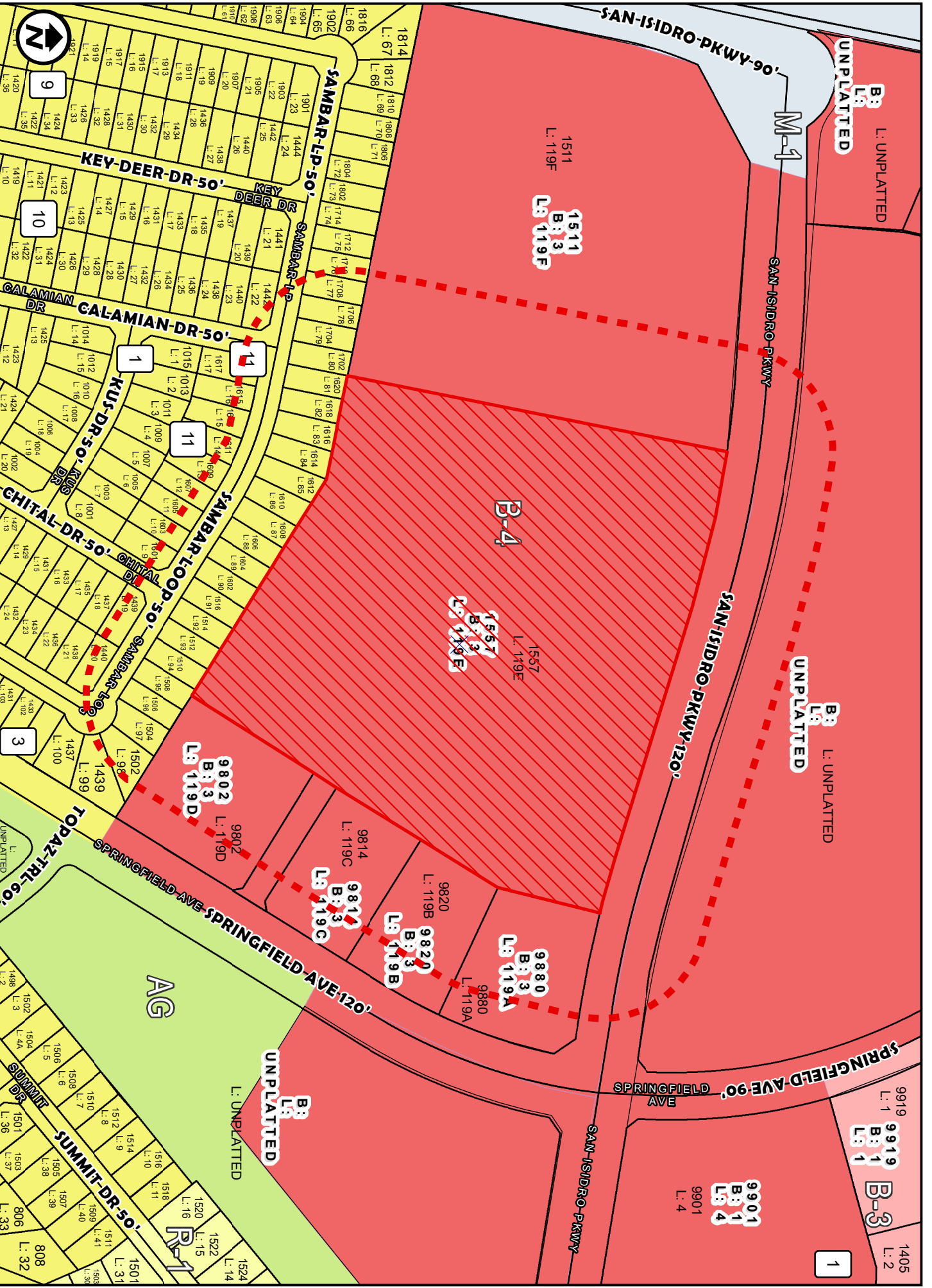
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~~L: 119E~~

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9814  
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9820  
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9880  
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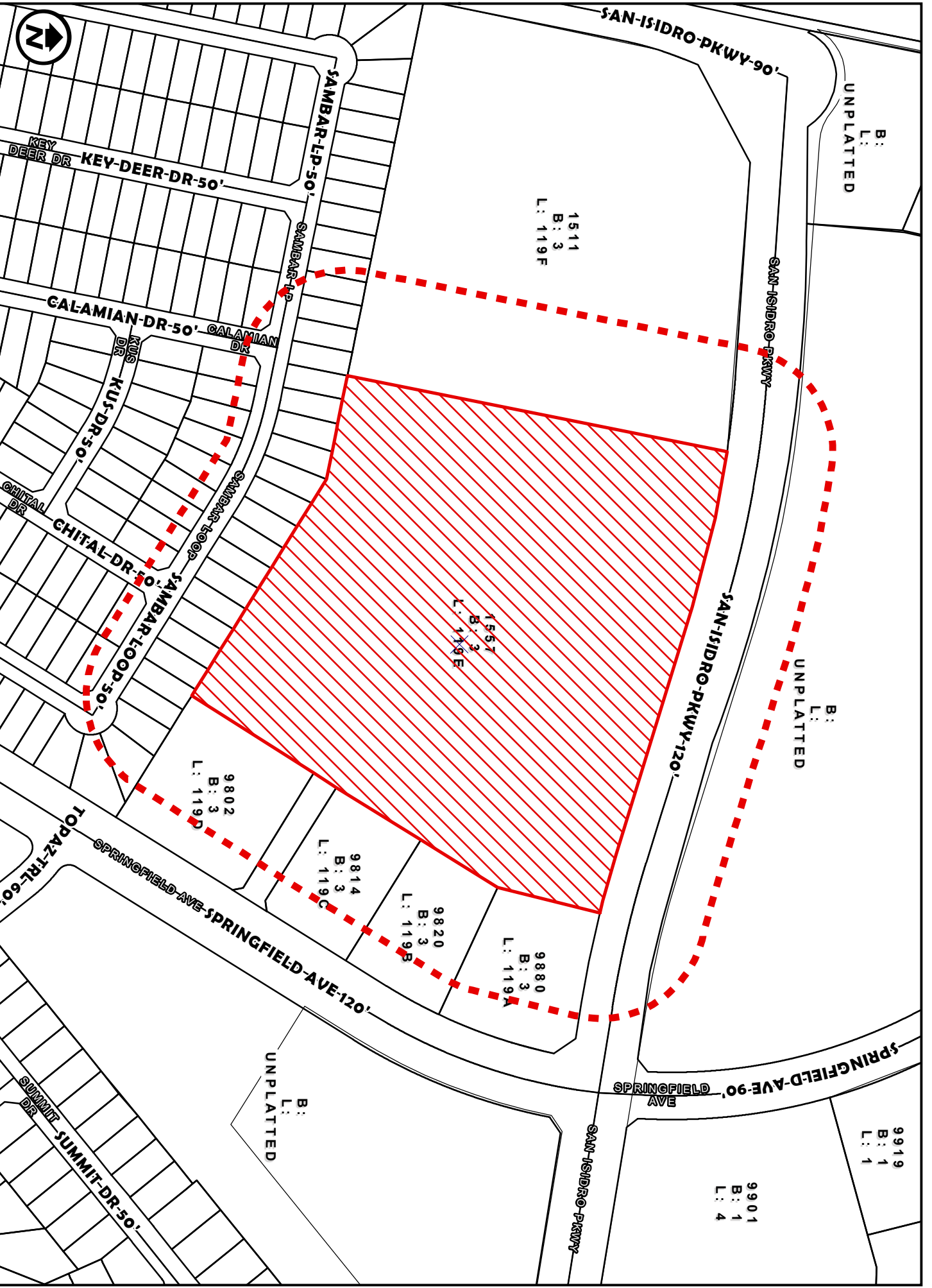


ZONING MAP  
1 inch = 233 feet  
COUNCIL DISTRICT 6  
1557 SAN ISIDRO

ZC-30-2022

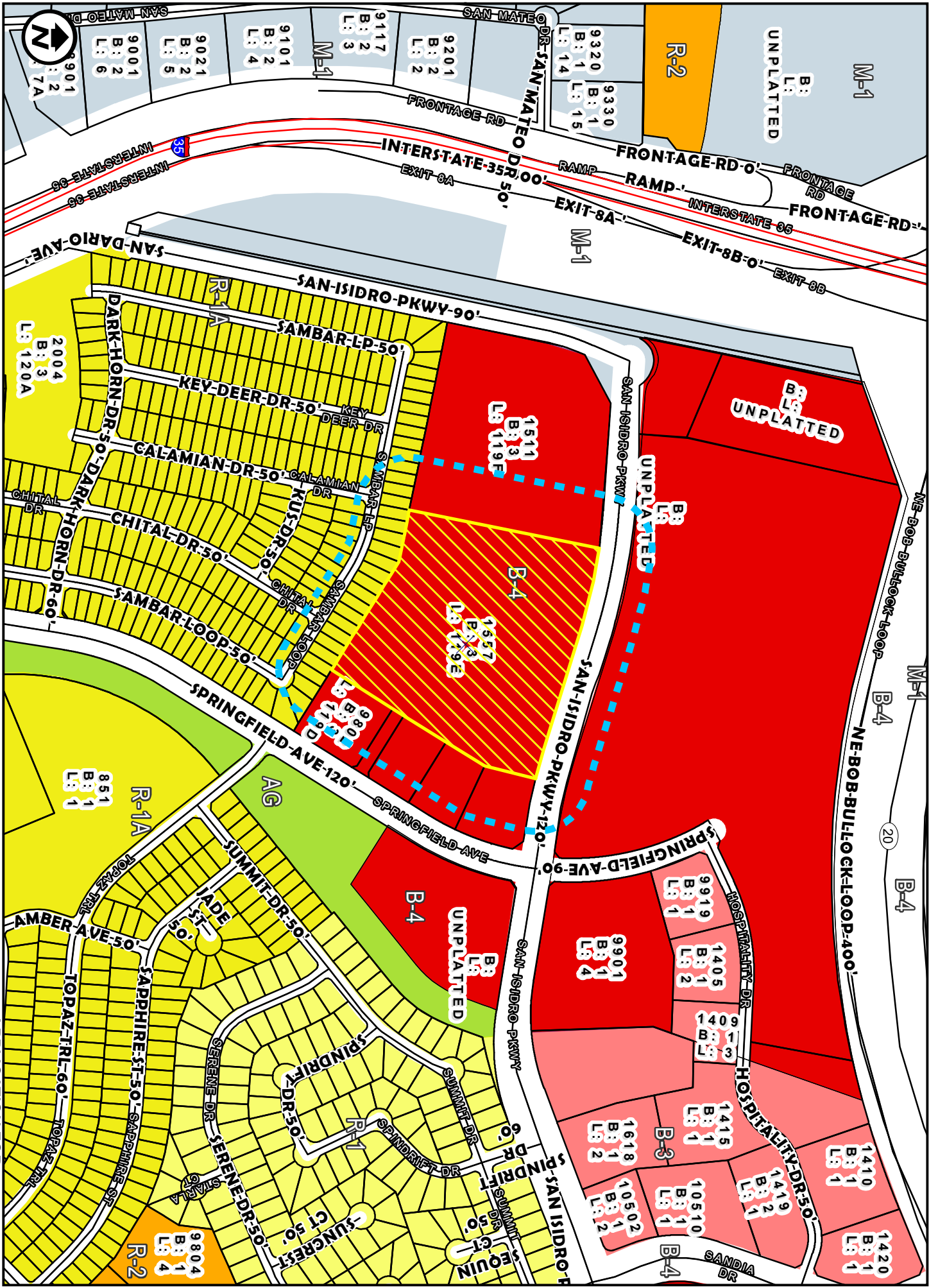
APPLICATION FOR

B-4 (HIGHWAY COMMERCIAL DISTRICT)  
R-2 (MULTI-FAMILY DISTRICT)



SURVEY MAP  
 1 inch = 233 feet  
 COUNCIL DISTRICT 6  
 1557 SAN ISIDRO

ZC-30-2022  
 APPLICATION FOR  
 B-4 (HIGHWAY COMMERCIAL DISTRICT)  
 R-2 (MULTI-FAMILY DISTRICT)



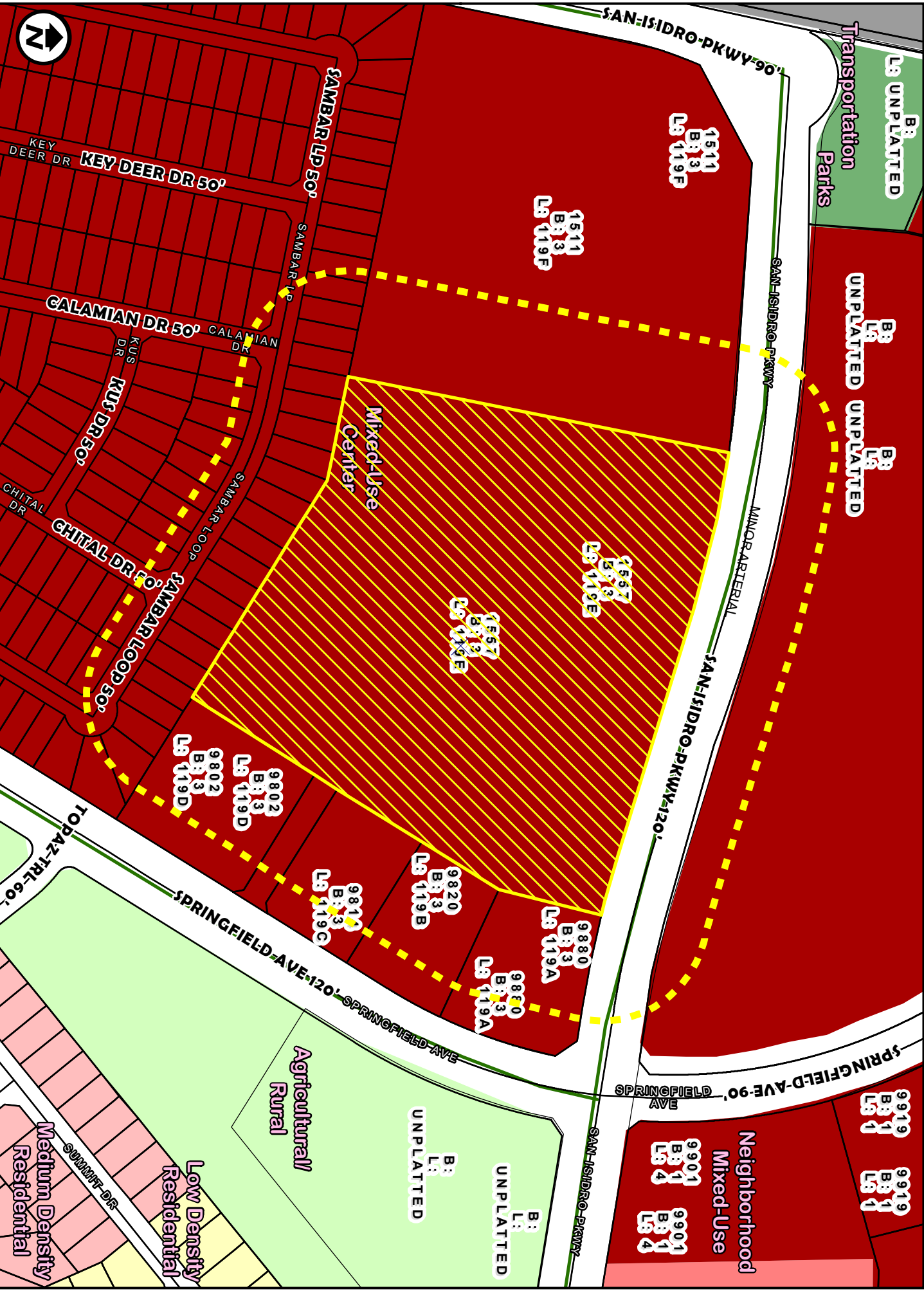
ZONING OVERVIEW  
 1 inch = 467 feet

COUNCIL DISTRICT 6  
 1557 SAN ISIDRO

APPLICATION FOR  
 B-4 (HIGHWAY COMMERCIAL DISTRICT)  
 R-2 (MULTI-FAMILY DISTRICT)

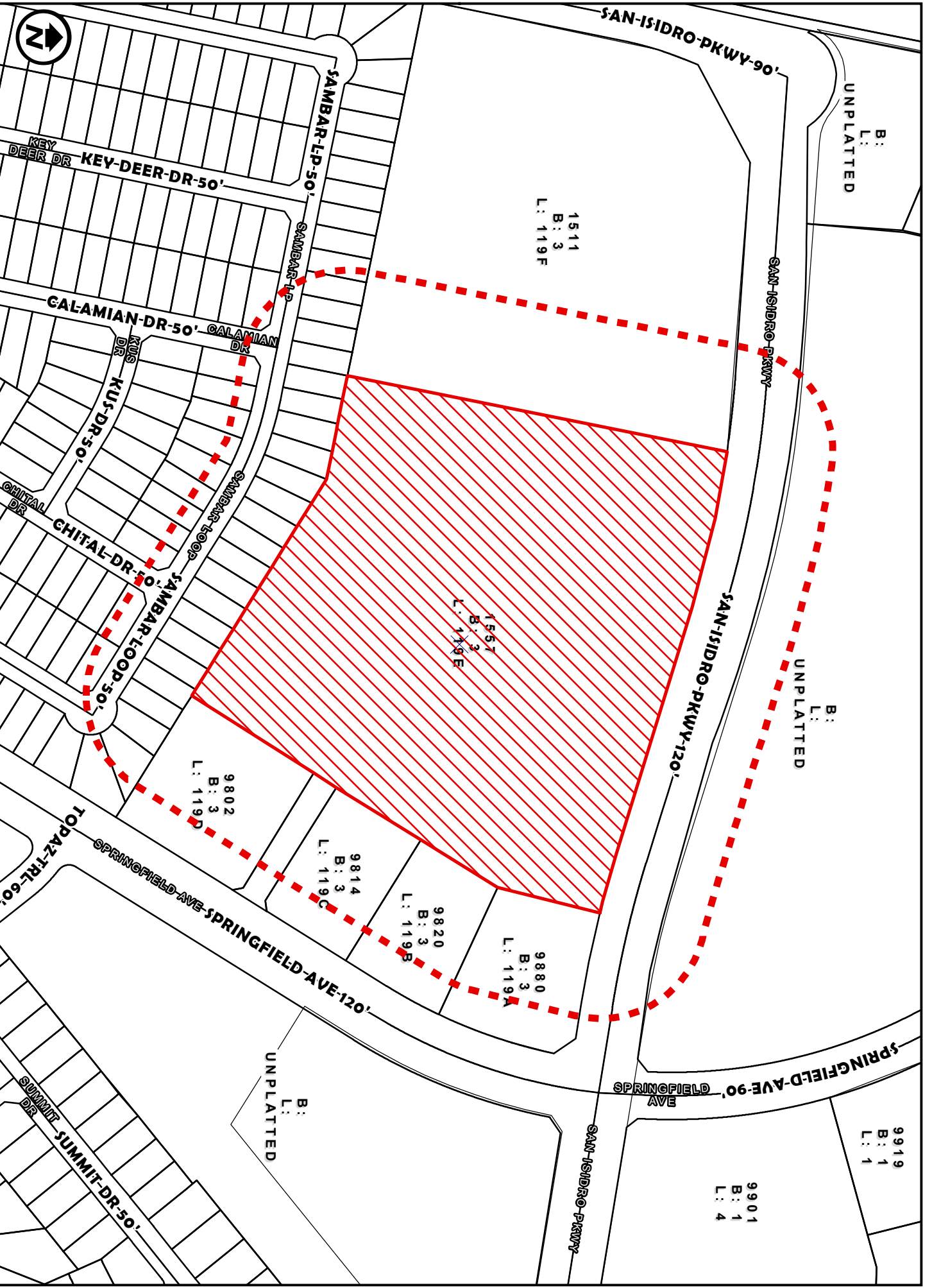
ZC-30-2022





FUTURE LANDUSE MAP ZC-30-2022  
 1 inch = 233 feet  
 COUNCIL DISTRICT 6  
 1557 SAN ISIDRO

APPLICATION FOR  
 B-4 (HIGHWAY COMMERCIAL DISTRICT )  
 R-2 (MULTI-FAMILY DISTRICT)



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200' NOTIFICATION  
1 inch = 233 feet

ZC-30-2022  
COUNCIL DISTRICT 6  
1557 SAN ISIDRO

APPLICATION FOR  
B-4 (HIGHWAY COMMERCIAL DISTRICT)  
R-2 (MULTI-FAMILY DISTRICT)

**ORDINANCE NO. 2022-O-045**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF LOT 119E, BLOCK 3, SAN ISIDRO SOUTHWEST ANTLER CROSSING SUBDIVISION, PHASE 5, LOCATED AT 1557 SAN ISIDRO PARKWAY FROM B-4 (HIGHWAY COMMERCIAL DISTRICT) TO R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT) PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 119E, Block 3, San Isidro Southwest Antler Crossing Subdivision, Phase 5, located at 1557 San Isidro Parkway from B-4 (Highway Commercial District) to R-2 (Multi-Family Residential District) and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 16, 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 March 21, 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 119E, Block 3, San Isidro Southwest Antler Crossing Subdivision, Phase 5, located at 1557 San Isidro Parkway from B-4 (Highway Commercial District) to R-2 (Multi-Family Residential District).

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

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

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

\_\_\_\_\_  
PETE SAENZ  
MAYOR

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
SYLVIA BORANDA-FIRTH  
INTERIM CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 04/04/2022  
**Initiated By:** Orlando Navarro, Planning Director  
**Initiated By:** SKG Homes, VI, LLC, Owner; PEUA Consulting, Applicant/ Representative  
**Staff Source:** Orlando D. Navarro, Planning Director

**SUBJECT**

**2022-O-046** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Planned Unit Development Overlay Zone of R-2-PUD (Multi-Family Residential District Planned Unit Development) for duplexes on Lot 119 E, Block 3, San Isidro Southwest - Antler Crossing Subdivision, Phase 5, located at 1557 San Isidro Parkway.

**ZC-031-2022**

**District VI**

**PREVIOUS COUNCIL ACTION**

The item was introduced at the City Council meeting of March 21, 2022.

**BACKGROUND**

**Council District:** VI - Cm. Dr. Marte A. Martinez

**Proposed use:** Multi-Family Residential (74 duplex units)

**Site:** The site is currently raw undeveloped land platted property.

**Surrounding land uses:** North of the property is San Isidro Parkway, vacant undeveloped land, and Bob Bullock Loop, to the east is more vacant undeveloped land, Springfield Avenue, and Sonterra de San Isidro Subdivision, south of the site is San Isidro Southwest subdivision under construction, and west of the site is vacant undeveloped land, San Isidro Parkway, Union Pacific Railroad, and Interstate Highway 35.

**Comprehensive Plan:** The Future Land Use Map recognizes this area as Mixed-Use Center.

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

**Transportation Plan:** The Long Range Thoroughfare Plan identifies San Isidro Parkway as a Minor Arterial.

[http://www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan\\_2021.02.11.pdf](http://www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf)

**Letters sent to surrounding property owners: 16 In Favor: 0 Opposed: 0**

The purpose of the Planned Unit Development Specific Use Zoning Overlay District is to enable the development of property and projects which because of design considerations, topographical features, environmental and/or other land use considerations may justify mixed uses, special dimensional standards, substitution of standards, or waiver of standards within a specified area. Planned Unit Development Zoning Overlay Zones shall be established prior to or concurrently with any subdivision of land. The property is in the process of becoming an R-2 (Multi-Family Residential District) zoning district as per ZC-030-2022.

- Amended the PUD ordinance allows for more creative solutions to address affordable housing needs (**Ordinance 2021-O-026**)
  - Elimination of minimum area requirements - While there are no minimum size, area, or lot number restrictions in a Planned Unit Development Overlay Zone, the intent is for multi-lot developments of significant size that have a positive impact on the neighborhood or surrounding developments
  - Clarifying and adjusting alterations permitted
  - Clarifying the site plan approval process and allowing for P&Z Commission to allow for administrative approval for minor changes by the Building Official
  - Elimination of "Special Use Permit" option for townhouses (was never technically permitted as townhouses are not a "use" and not allowed by the ordinance governing special use permits)
- PUD Zones are an overlay
- Underlying zone requirement apply - underlying zones required include: R-2, R-3, RSM, R-O, AE, B-1, B-1R, CBD, or B-3
- The following requirements may be altered:
  - a. Required colors and construction materials for facades
  - b. Minimum lot, height and setback dimensions
  - c. Fencing and screening types
  - d. Density
  - e. Parking
  - f. Street and sidewalk configuration; with approval from the Traffic Director
- PUD Site Plan will be approved by Planning Commission

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The following is the process for applying for a PUD:

1. Application submittal for PUD zone overlay
  1. Staff reviews application for completeness
  2. Application review from the Technical Review Board and initial comments
  3. Introduce PUD overlay to Planning and Zoning Commission meeting for recommended decision
  4. Introduce application to City Council for final approval of the PUD overlay
2. Site plan for PUD overlay can go concurrently with zone change. If necessary, preferably zone change application to be submitted first then PUD overlay application.
3. Site plan for PUD overlay will go through PUD process

### COMMITTEE RECOMMENDATION

The Planning & Zoning Commission is a 7 to 0 vote recommended approval of the planned unit development.

### STAFF RECOMMENDATION

Staff supports the proposed Planned Unit Development for the following reasons:

1. Applicant has submitted a zone change from a B-4 to a R-2. Planned Unit Development - Townhomes are allowed on a R-2 zone along with the PUD.
2. The site is in conformance with the Comprehensive Plan, which identifies the location as a Mixed-Use Center, which allows R-2 zoning uses.
3. The proposed use is compatible with the existing surrounding single family reduced residential uses and zones.
4. Initial Staff and Technical Review Board (TRB) comments draft site plan (**which is subject to change during the site plan approval process**) include but are not limited to the following:

• **Planning:**

1. To provide access from Lot 119 E to Springfield Avenue through the 50' strip
2. Identification of the future land use for Block A, Lots 17-22

• **Engineering:**

1. Lot 119A has an access easement which is too close to Natalia Drive

• **Fire:**

1. Two access roads required (need to meet 20 feet minimum unobstructed width and unobstructed vertical clearance of 13 feet 6 inches)
2. Access roads need to be a distance apart equal to not less than one half the length of the maximum overall diagonal dimension of lot being served

• **Utilities:**

1. If intending individual meters, they need to bin the city right of way (on San Isidro)
2. Provide calculations of sewer flows and water flows for the entire area of San Isidro Southwest. A Master Plan will be required to approve the additional flows. A construction of a parallel line may be required along Springfield.
3. Calculation assumptions were made as commercial property, now that Lot 119F and 119E are proposing multiple Units. Consultant needs to provide a feasibility study, prior to the approval of PUD.
4. The water and sewer plan for the replat for Antler Crossing Phase 5 need to be revised to accommodate lots 119F & 119E. The sewer can't be approved as proposed due to lack of access for maintenance behind the properties.
5. Consultant need to propose the sewer in front of the ROW along Springfield, then along the 50' strip of Lot 119E in front of Springfield. Then the sewer needs to follow the sewer main along Natalia, Sofia and Maleni ROWs. Then an access and utility easement need to be provided to access to lot 119F. The sewer main will be considered private inside of lot 119F.
6. The water mains need to be proposed along the ROW, so crossings to San Isidro Parkway need to be approved in order to provide water services to lot 119E. If townhomes are going to request individual meters, the meters need to be proposed on the City of Laredo ROW. All private lines water and sewer inside of property of lot 119F will be private. Unless the streets are considered ROW.

• **Traffic:**

1. L-shaped (elbow type) intersections, shall require a traffic-calming device if the street length to the center of the intersection, measured from the point where the projection of the center lines (or the two street sections intersect, exceed; 600 feet. Each leg of an L-shaped (elbow type) intersection will be considered as separate street sections. When required, the traffic-calming device(s) shall be installed a maximum of 400 feet from the center of the L-shaped (elbow type) intersection.
2. Concerned with the distance between the north access on Maleni Drive and the private road to the west, especially as these exits are located on a curve

Staff supports the proposed planned unit development.

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

**Is this change contrary to the established land use pattern?**

No.

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

While there are no other R-2 districts in the vicinity, the proposed zone will allow for single family and multifamily uses complementary to the higher density residential uses to the south.

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**Would this change adversely influence living conditions in the neighborhood?**

No, the adjacent properties are vacant and undeveloped with the exception of the residentially zoned area to the south.

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

Yes, the existing use does not allow for a PUD-Townhomes intended by the applicant. Please note that a zone change to R-2 is required for the PUD-Townhomes.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

N/A

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**Attachments**

Maps

Narrative

Site Plan

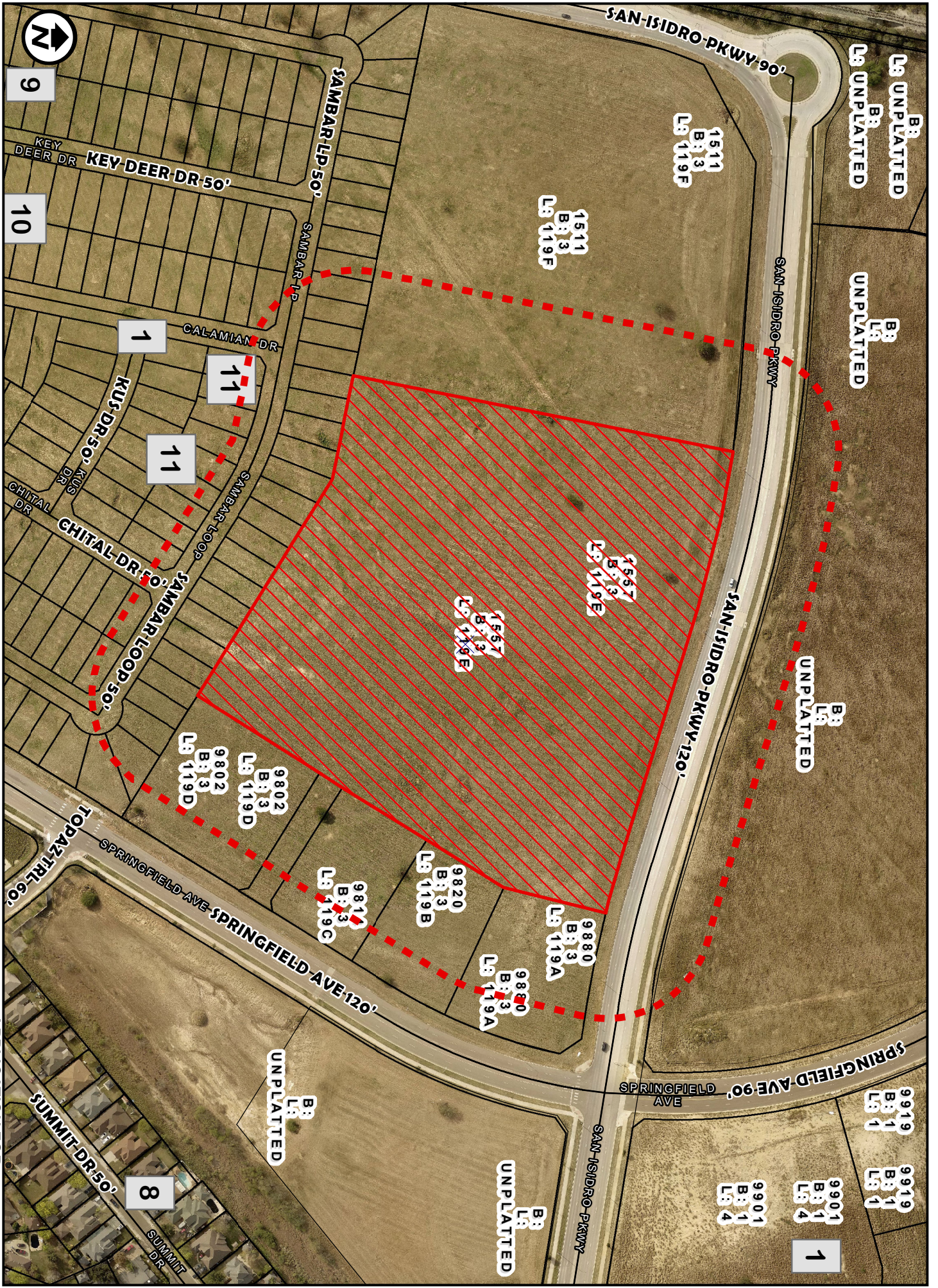
FINAL Ordinance

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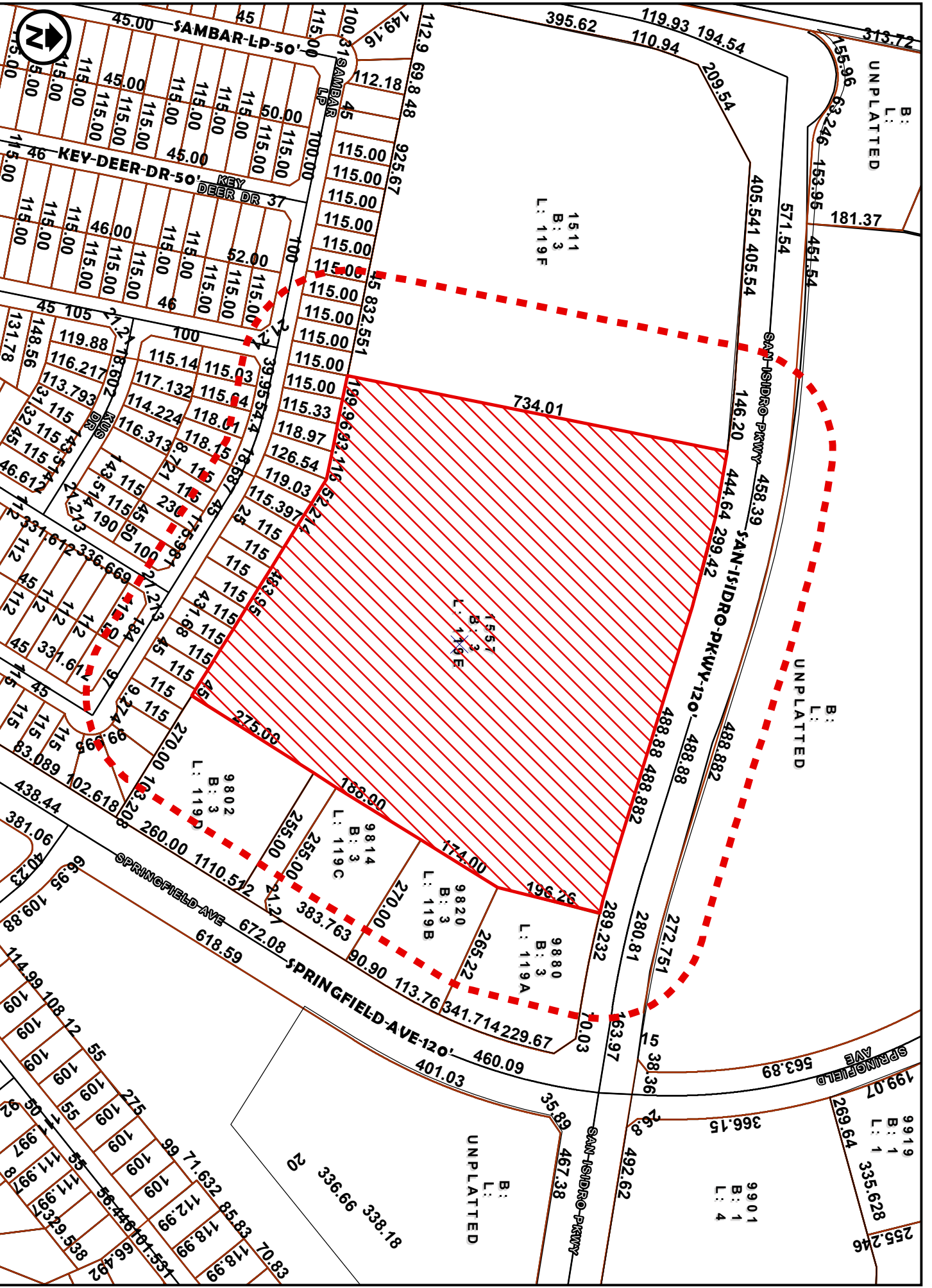
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AERIAL MAP  
 1 inch = 233 feet  
 ZC-31-2022  
 COUNCIL DISTRICT 6  
 1557 SAN ISIDRO

APPLICATION FOR  
 B-4 (HIGHWAY COMMERCIAL DISTRICT )  
 P.U.D



DIMENSIONS MAP  
 1 inch = 233 feet

ZC-31-2022  
 COUNCIL DISTRICT 6  
 1557 SAN ISIDRO

APPLICATION FOR  
 B-4 (HIGHWAY COMMERCIAL DISTRICT)  
 P.U.D



1511  
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 L: 119F

1557  
 B: 3  
 L: 119E

9802  
 B: 3  
 L: 119D

9814  
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9820  
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9880  
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 255.246

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199.07

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SPRINGFIELD AVE

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467.38

463.97

280.81

272.751

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280.03

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188.90

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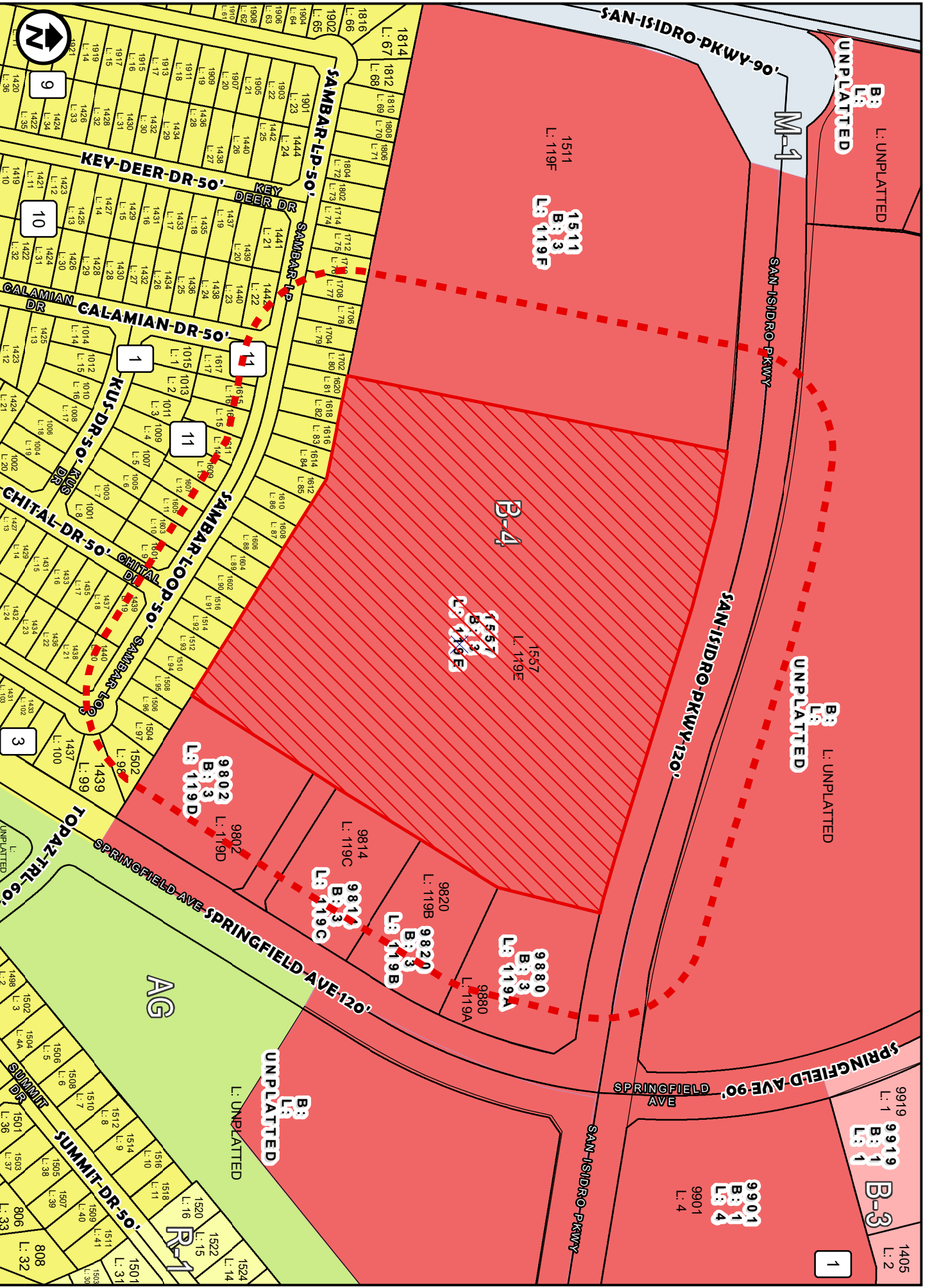
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ZONING MAP  
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 COUNCIL DISTRICT 6  
 1557 SAN ISIDRO

ZC-31-2022

APPLICATION FOR  
 B-4 (HIGHWAY COMMERCIAL DISTRICT)  
 P.U.D

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SAN ISIDRO PKWY

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B:  
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UNPLATTED

SUMMIT DR 50'

R-1

SPRINGFIELD AVE 90'

SAN ISIDRO PKWY

KEY-DEER-DR 50'

CALAMIAN DR 50'

CHITAL DR 50'

SPRINGFIELD AVE 120'

SAN ISIDRO PKWY 120'

SAMBAR LP 50'

KEY DEER DR

SAMBAR LP

SAMBAR LP

SAMBAR LP

SAMBAR LP

SAMBAR LP

SAMBAR LP

SAMBAR LP

SAMBAR LP

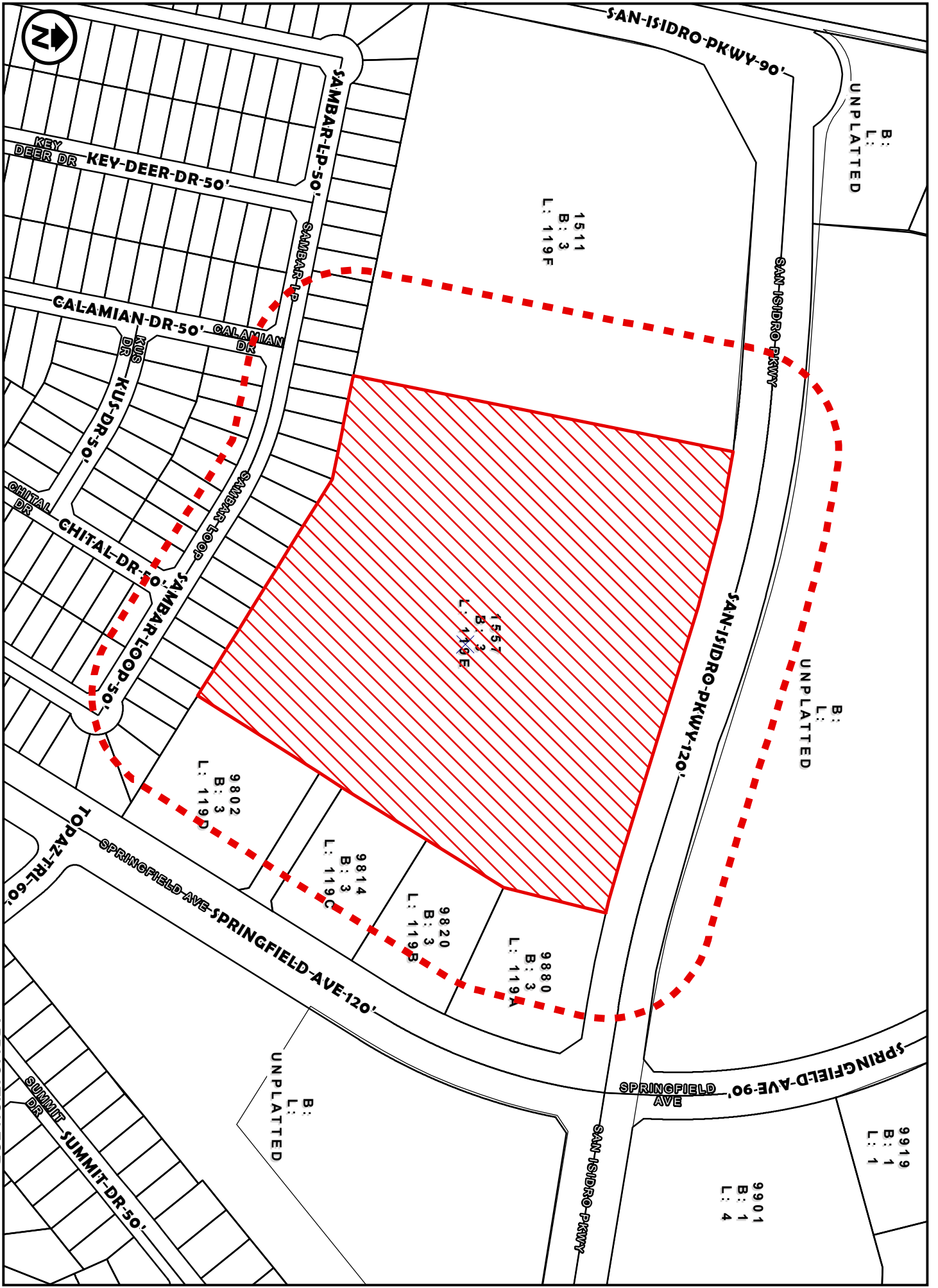
SAMBAR LP

SAMBAR LP

SAMBAR LP

SAMBAR LP

SAMBAR LP



SURVEY MAP  
1 inch = 233 feet

ZC-31-2022  
COUNCIL DISTRICT 6  
1557 SAN ISIDRO

APPLICATION FOR  
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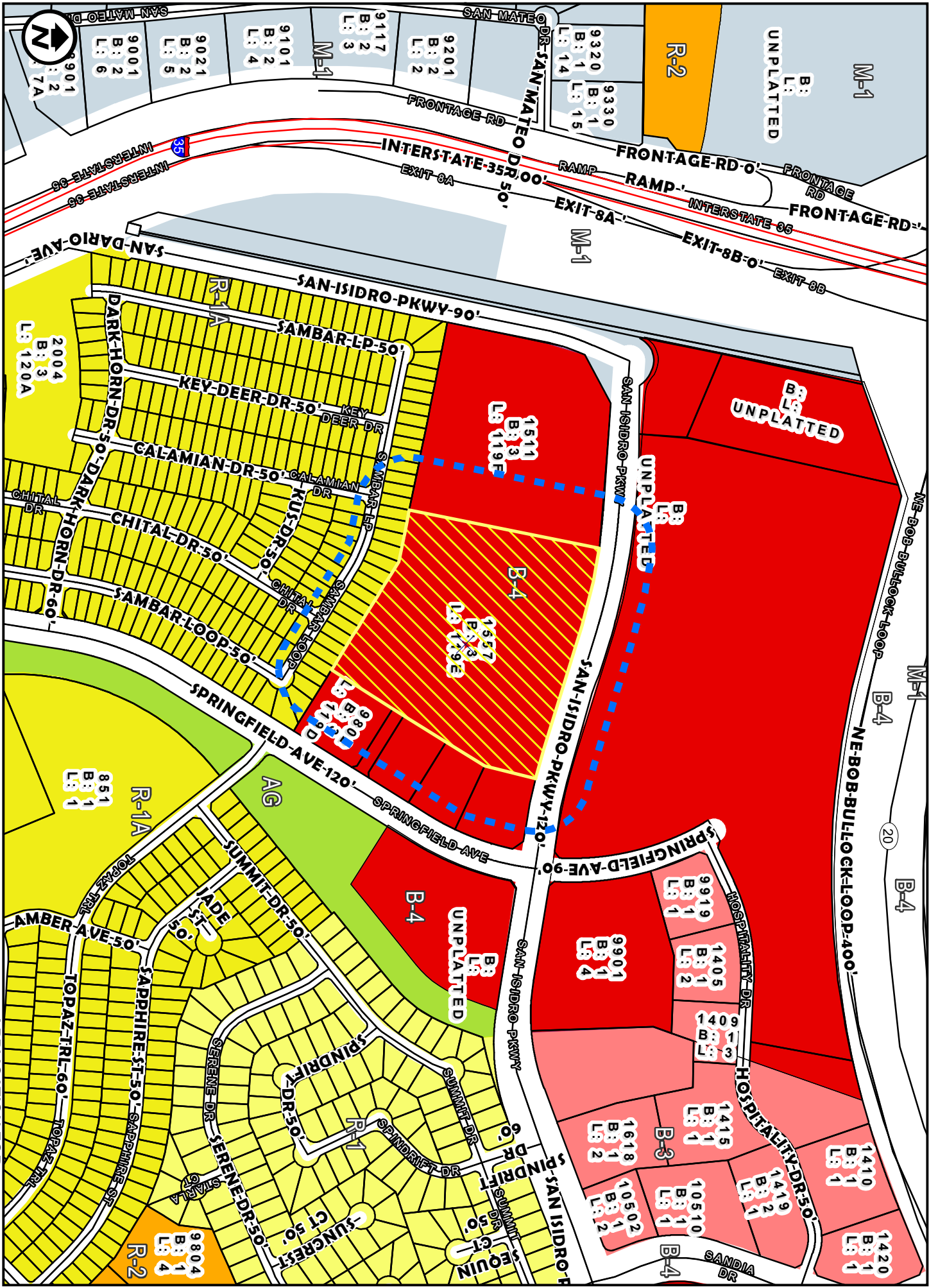
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ZONING OVERVIEW  
1 inch = 467 feet

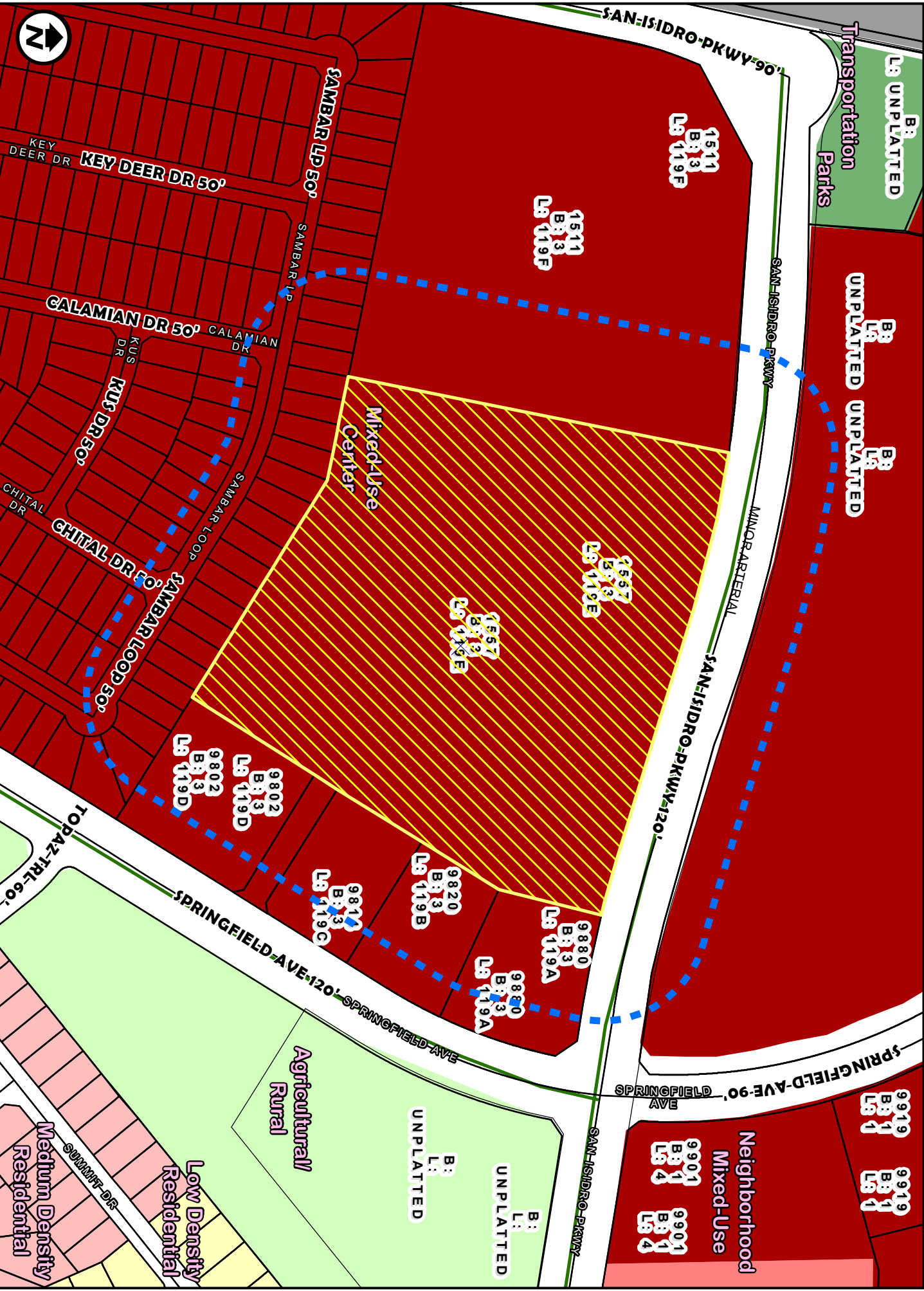
COUNCIL DISTRICT 6  
1557 SAN ISIDRO

ZC-31-2022

B-4 (HIGHWAY COMMERCIAL DISTRICT )  
P.U.D

APPLICATION FOR

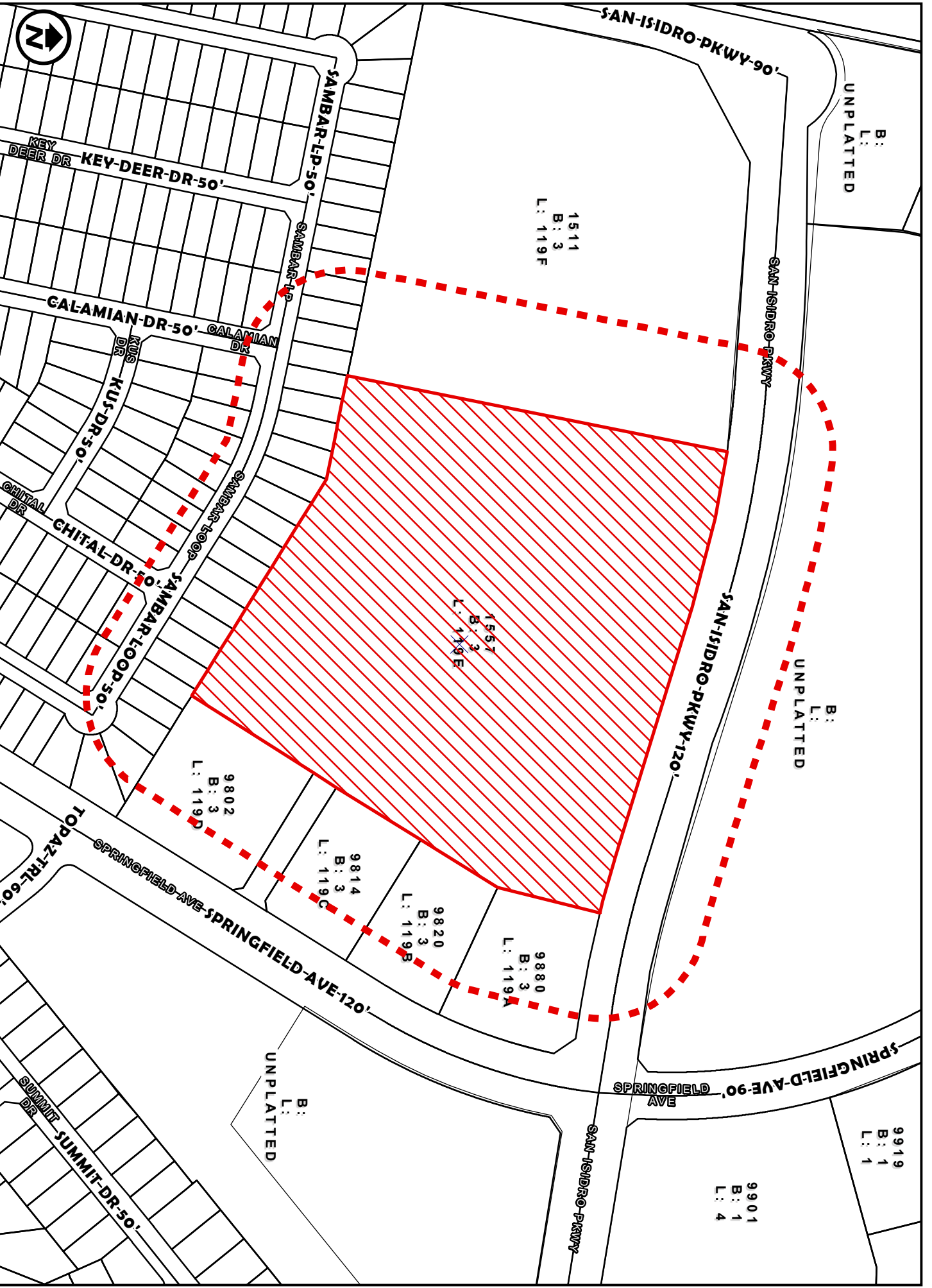
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FUTURE LANDUSE MAP ZC-31-2022  
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 COUNCIL DISTRICT 6  
 1557 SAN ISIDRO

APPLICATION FOR  
 B-4 (HIGHWAY COMMERCIAL DISTRICT )  
 P.U.D





200' NOTIFICATION  
 1 inch = 233 feet  
 ZC-31-2022  
 COUNCIL DISTRICT 6  
 1557 SAN ISIDRO

APPLICATION FOR  
 B-4 (HIGHWAY COMMERCIAL DISTRICT )  
 P.U.D



REGISTRATION NUMBER F-14954  
8218 Casa Verde Rd., Suite 1001  
Laredo, TX 78041  
Phone: 956-433-2205

January 27, 2022

City of Laredo Planning and Zoning  
Attention: Mr. Orlando D. Navarro  
1120 San Bernardo Ave.  
Laredo, Texas 78040

**Re: SKG San Isidro Duplexes**

Dear Mr. Navarro,

The proposed development is to have 148 townhouse units within 14.98 acres.

These units are proposed to be duplexes; so every two lots will have a zero lot line as shown on the attached exhibit. The rest of the setback are similar to the residential setbacks; also shown on exhibit.

Peua Consulting LLC, on behalf of SKG Homes IX LLC, is respectfully requesting a Planned Unit Development (PUD) for this proposed townhouses Development.

Please let us know if you have any questions or if we can be of any assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Oscar Castillo".

Oscar Castillo P.E.

Peua Consulting L.L.C.



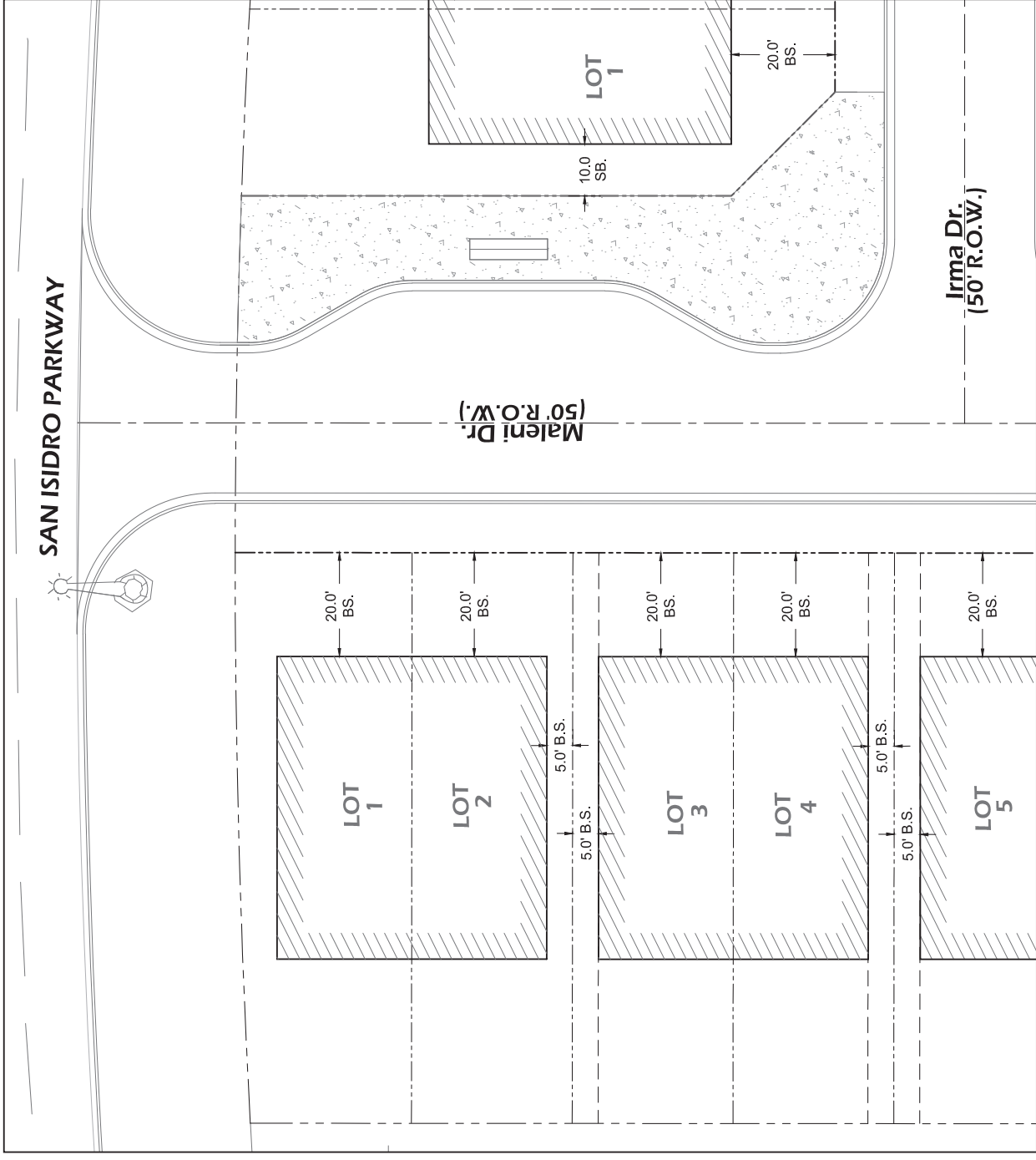
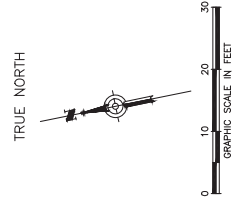
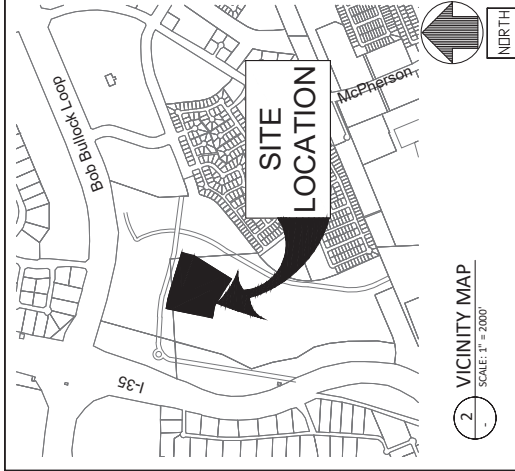
Registration  
 Number F-14954  
 8212 Casa Verde Rd.  
 Suit 1001  
 Laredo, Texas 78041  
 (956) 433-7205 (tel.)

DRAWN BY:  
 F. BLANCO  
 CHECKED BY:  
 O. CASTILLO  
 SKG San Isidro Exhibit.dwg

DATE: 2022.01.27  
 REVISIONS:

SKG SAN ISIDRO DUPLEX SUBDIVISION  
 SITE PLAN EXHIBIT

SHEET NO.:  
**EX1.0**  
 JOB NO.: 2021.018



1 SKG SAN ISIDRO DUPLEX SUBDIVISION PUD TYPICAL SETBACKS  
 SCALE: 1" = 20'

SKG Group,  
P. O. Box 451130  
Lubbock, Texas 79405-0027

THIS INSTRUMENT IS PREPARED FOR THE PURPOSE OF RECORDING AND DOES NOT CONSTITUTE AN OFFICIAL RECORD OF THE OFFICE OF PUBLIC AFFAIRS. FOR INFORMATION ONLY. FOR FURTHER INFORMATION, CONTACT: DEAN CASTELLO, P.E. 8465  
1001 W. 19TH ST. SUITE 100  
LUBBOCK, TEXAS 79401-4905  
PHONE: 806.791.1111  
FAX: 806.791.1112

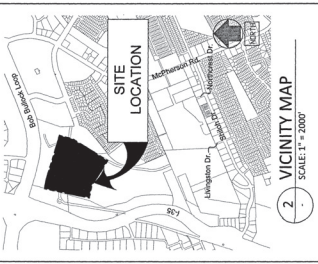
O. Castillo  
F. Blanco  
F. Blanco

ISSUE:  
# DATE DESCRIPTION FOR REVIEW ONLY

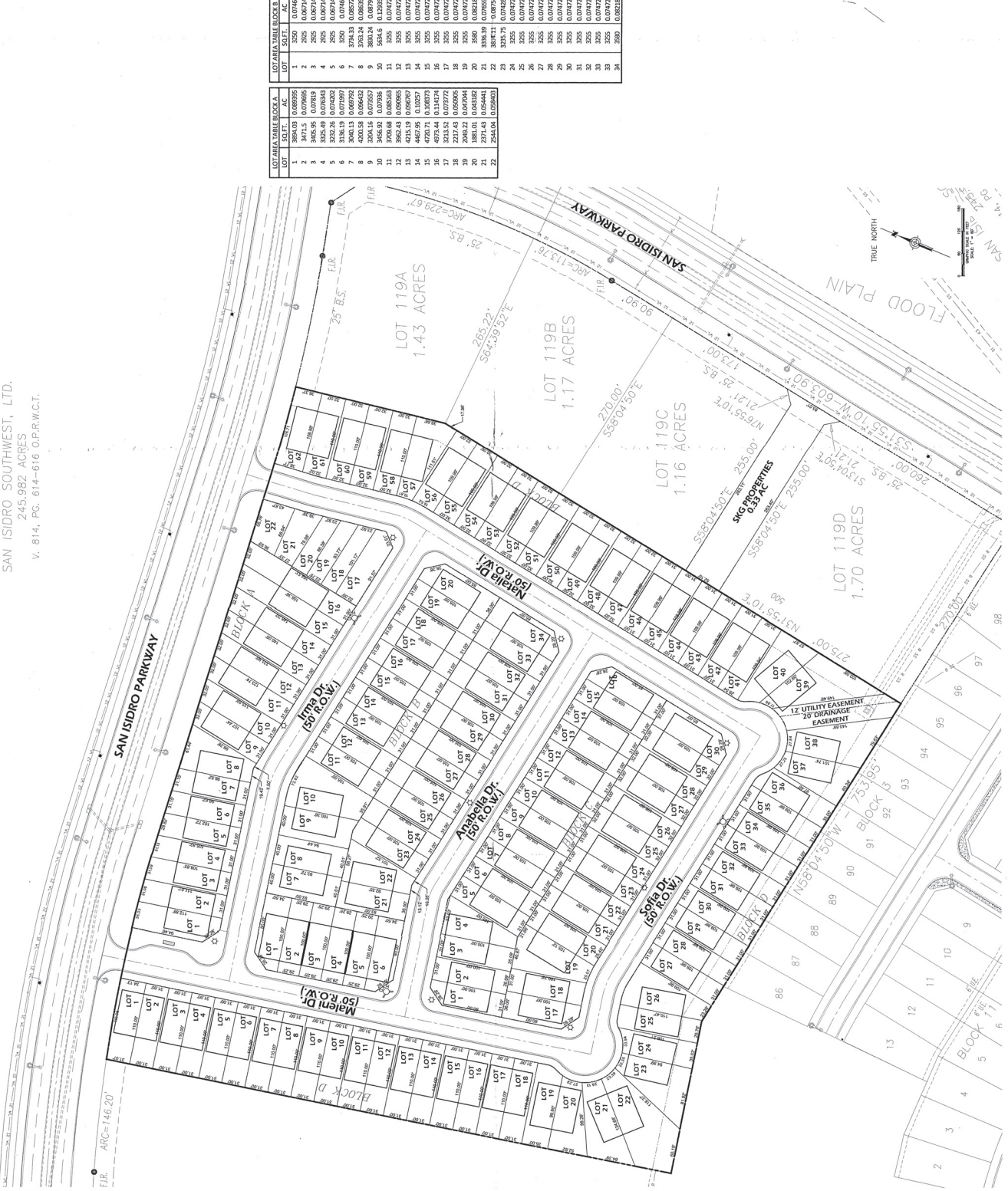


SKG GARDEN HOMES  
148 LOTS  
SITE PLAN

SHEET NO. 1  
DATE: 11/14/18



LOT AREA TABLE BLOCK C	LOT AREA TABLE BLOCK C	LOT AREA TABLE BLOCK C	LOT AREA TABLE BLOCK C		
1	3661.62	0.083887	1	3250	0.07461
2	3401.1	0.079285	2	2925	0.067149
3	3401.1	0.079285	3	2925	0.067149
4	3401.1	0.079285	4	2925	0.067149
5	3401.1	0.079285	5	2925	0.067149
6	3401.1	0.079285	6	2925	0.067149
7	3401.1	0.079285	7	2925	0.067149
8	3401.1	0.079285	8	2925	0.067149
9	3401.1	0.079285	9	2925	0.067149
10	3401.1	0.079285	10	2925	0.067149
11	3401.1	0.079285	11	2925	0.067149
12	3401.1	0.079285	12	2925	0.067149
13	3401.1	0.079285	13	2925	0.067149
14	3401.1	0.079285	14	2925	0.067149
15	3401.1	0.079285	15	2925	0.067149
16	3401.1	0.079285	16	2925	0.067149
17	3401.1	0.079285	17	2925	0.067149
18	3401.1	0.079285	18	2925	0.067149
19	3401.1	0.079285	19	2925	0.067149
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25	3401.1	0.079285	25	2925	0.067149
26	3401.1	0.079285	26	2925	0.067149
27	3401.1	0.079285	27	2925	0.067149
28	3401.1	0.079285	28	2925	0.067149
29	3401.1	0.079285	29	2925	0.067149
30	3401.1	0.079285	30	2925	0.067149
31	3401.1	0.079285	31	2925	0.067149
32	3401.1	0.079285	32	2925	0.067149
33	3401.1	0.079285	33	2925	0.067149
34	3401.1	0.079285	34	2925	0.067149



SAN ISIDRO SOUTHWEST, LTD.  
245.982 ACRES  
V. 814, P.C. 614-616 O.P.R.W.C.T.

EJC ARC=146.20'

**ORDINANCE NO. 2022-O-046**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 119 E, BLOCK 3, SAN ISIDRO – ANTLER CROSSING SUBDIVISION, PHASE 5, LOCATED AT 1557 SAN ISIDRO PARKWAY, FROM B-4 (HIGHWAY COMMERCIAL DISTRICT) TO R-2 PUD (MULTI-FAMILY RESIDENTIAL DISTRICT-PLANNED UNIT DEVELOPMENT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 119 E, Block 3, San Isidro – Antler Crossing Subdivision, Phase 5, located at 1557 San Isidro Parkway, from B-4 (Highway Commercial District) to R-2 PUD (Multi-Family Residential District-Planned Unit Development); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 16, 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 March 21, 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; 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 rezoning Lot 119 E, Block 3, San Isidro – Antler Crossing Subdivision, Phase 5, located at 1557 San Isidro Parkway, from B-4 (Highway Commercial District) to R-2 PUD (Multi-Family Residential District-Planned Unit Development); and,

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, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
SYLVIA BORANDA-FIRTH  
INTERIM CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Orlando Navarro, Planning Director

**Initiated By:** San Isidro Southwest, LTD, Owner; Oscar Castillo/PEUA Consulting, Applicant/Representative

**Staff Source:** Orlando D. Navarro, Planning Director

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**SUBJECT**

**2022-O-047** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning of Lots 119A, 119B and 119C, Block 3, San Isidro Southwest - Antler Crossing Subdivision, Phase 5, located at 9880, 9820 and 9814 Springfield Avenue (respectively), from B-4 (Highway Commercial District) to B-3 (Community Business District).

**ZC-032-2022**

**District VI**

**PREVIOUS COUNCIL ACTION**

The item was introduced at the City Council meeting of March 21, 2022.

**BACKGROUND**

**Council District:** VI - Cm. Dr. Marte A. Martinez

**Proposed use:** Community Business

**Site:** The site is currently vacant undeveloped land

**Surrounding land uses:** North of the property is San Isidro Parkway, vacant undeveloped land, and Bob Bullock Loop. To the east is Springfield Avenue and more vacant undeveloped land. To the south of the site is vacant land and San Isidro Southwest subdivision under construction. To west of the site is vacant undeveloped land, San Isidro Parkway, Union Pacific Railroad, and Interstate Highway 35.

**Comprehensive Plan:** The Future Land Use Map recognizes this area as Mixed-Use Center.

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

**Transportation Plan:** The Long Range Thoroughfare Plan identifies San Isidro Parkway and Springfield Avenue as a Minor Arterial.

[www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan\\_2021.02.11.pdf](http://www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf)

**Letters sent to surrounding property owners: 3 In Favor: 0 Opposed: 0**

**COMMITTEE RECOMMENDATION**

The Planning & Zoning Commission is a 7 to 0 vote recommended **approval** of the zone change.

**STAFF RECOMMENDATION**

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

1. The proposed change is in conformance with the Future Land Use Map of the Comprehensive Plan's designation as Mixed-Use Center, which includes B-3 uses.
2. The property complies with the Dimensional Standards for B-3 zones as per the Laredo Land Development Code Section 24.77
3. The proposed use is compatible with the mix of commercial and single family reduced residential uses in the area.
4. This zone change will not adversely impact the conditions in the surrounding properties or neighborhood.

Staff **supports** the proposed zone change.

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

**Is this change contrary to the established land use pattern?**

No. The current pattern is vacant and undeveloped with residential uses to the south.

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

No.

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39

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**Will change adversely influence living conditions in the neighborhood?**

No.

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

Yes. The existing zoning does not allow for community business uses as proposed by the applicant.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

N/A

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**Attachments**

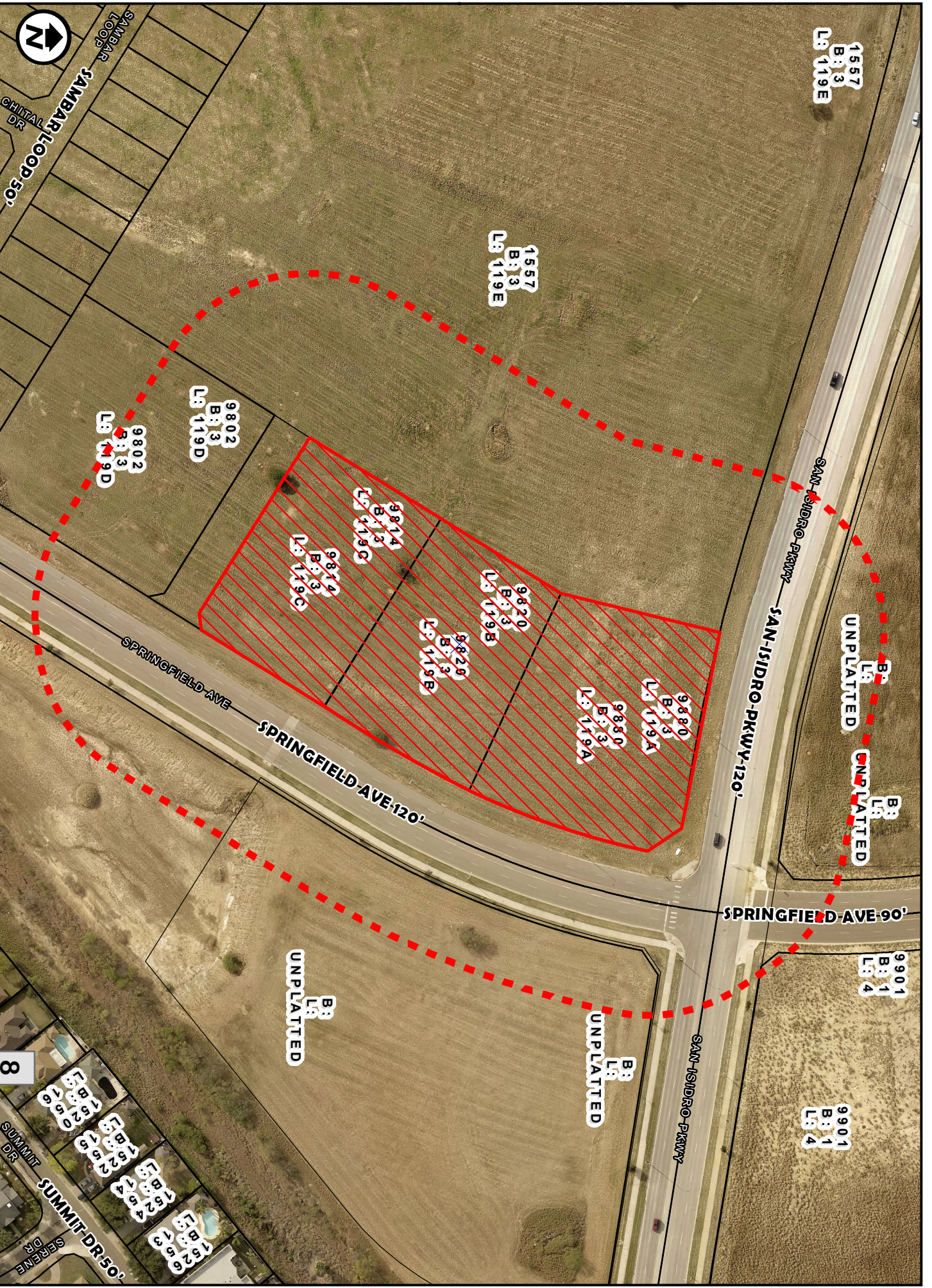
Maps

FINAL Ordinance

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1557  
B: 3  
L: 119E

1557  
B: 3  
L: 119E

9802  
B: 3  
L: 119D

9802  
B: 3  
L: 119D

9814  
B: 3  
L: 119C

9814  
B: 3  
L: 119C

9820  
B: 3  
L: 119B

9820  
B: 3  
L: 119B

9880  
B: 3  
L: 119A

9880  
B: 3  
L: 119A

B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

9901  
B: 1  
L: 4

9901  
B: 1  
L: 4

B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

1520  
B: 3  
L: 119E

1521  
B: 3  
L: 119E

1522  
B: 3  
L: 119E

1523  
B: 3  
L: 119E

AERIAL MAP  
1 inch = 150 feet  
COUNCIL DISTRICT 6  
9880, 9820, 9814 SPRINGFIELD AVE.

APPLICATION FOR  
8  
B-4 (HIGHWAY COMMERCIAL DISTRICT)  
B-3 (COMMUNITY BUSINESS DISTRICT)

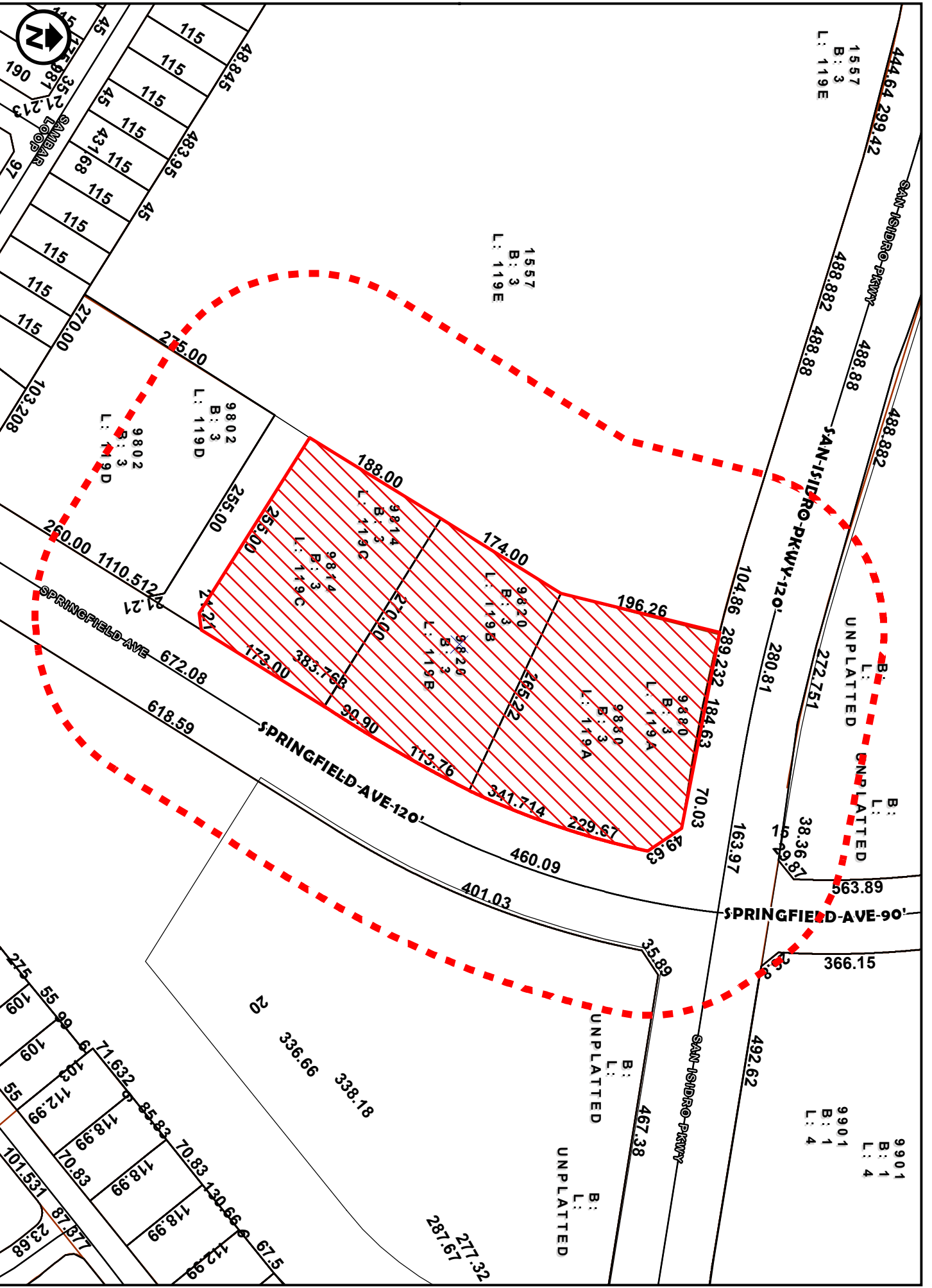


SAMBAR LOOP  
CHITAL DR  
SAMBAR LOOP 50'

SUMMIT DR 50'  
SERENE DR

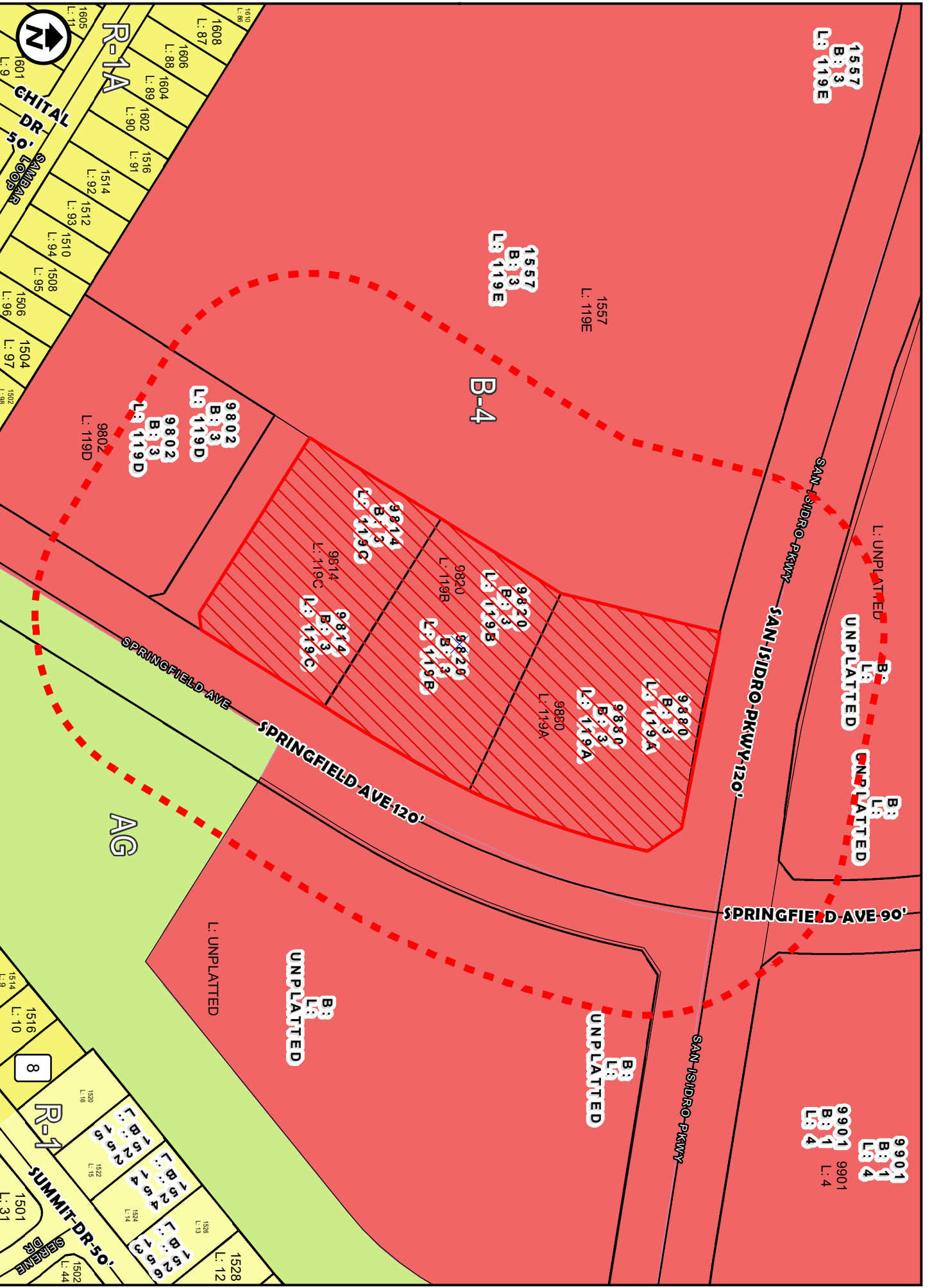
SAN ISIDRO PKWY  
SAN ISIDRO PKWY-120'  
SPRINGFIELD AVE 90'

SPRINGFIELD AVE  
SPRINGFIELD AVE-120'



DIMENSIONS MAP  
 1 inch = 150 feet  
 ZC-32-2022  
 COUNCIL DISTRICT 6  
 9880, 9820, 9814 SPRINGFIELD AVE.

APPLICATION FOR  
 B-4 (HIGHWAY COMMERCIAL DISTRICT)  
 B-3 (COMMUNITY BUSINESS DISTRICT)



ZONING MAP  
 1 inch = 150 feet  
 COUNCIL DISTRICT 6  
 9880, 9820, 9814 SPRINGFIELD AVE.

APPLICATION FOR  
 B-4 (HIGHWAY COMMERCIAL DISTRICT)  
 B-3 (COMMUNITY BUSINESS DISTRICT)

ZC-32-2022

8

1557  
B: 3  
L: 119E

1557  
B: 3  
L: 119E

B:  
L:  
UNPLATTED  
UNPLATTED

9901  
B: 1  
L: 4

9901  
B: 1  
L: 4

B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

9802  
B: 3  
L: 119D

9802  
B: 3  
L: 119D

9814  
B: 3  
L: 119C

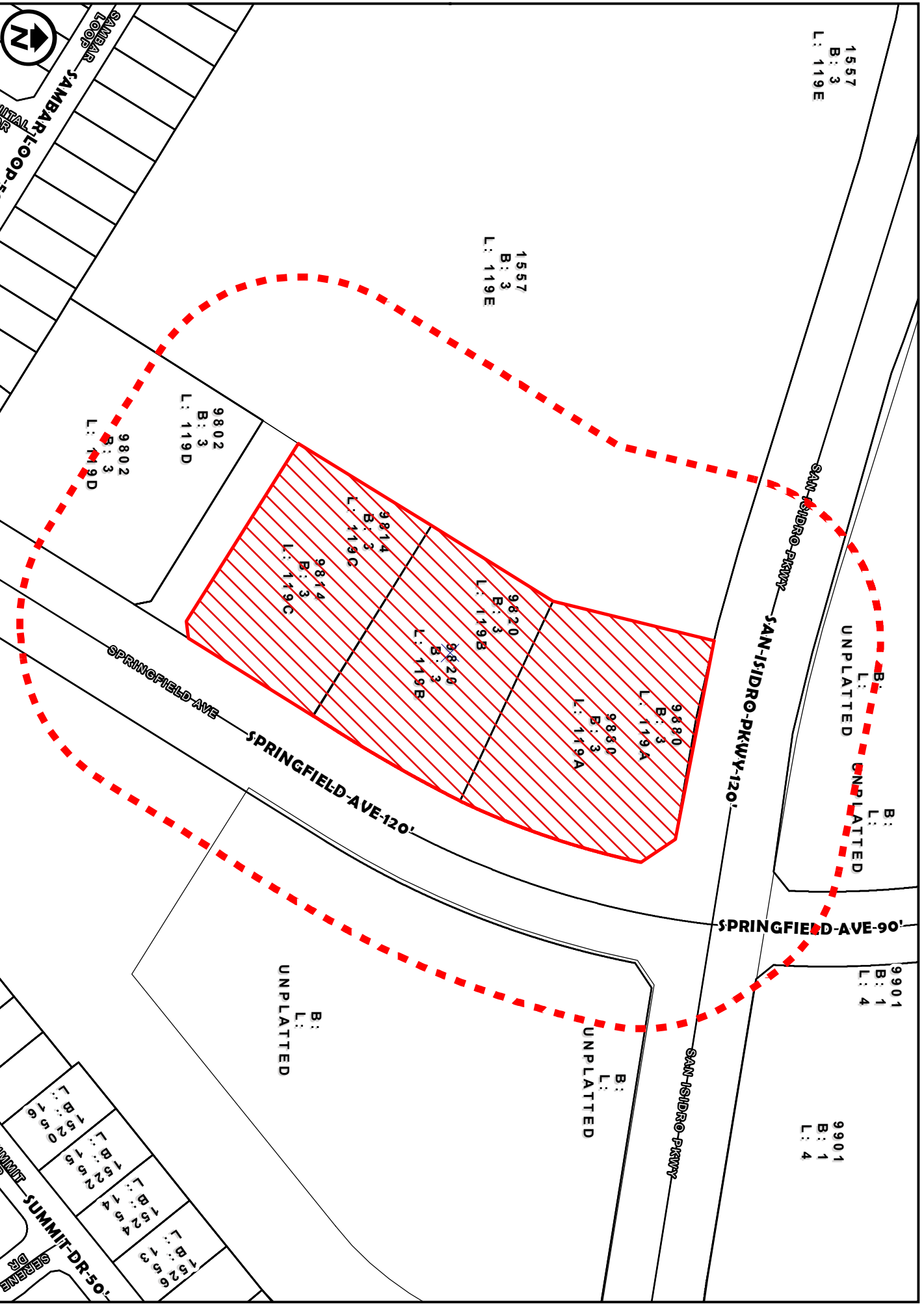
9814  
B: 3  
L: 119C

9820  
B: 3  
L: 119B

9820  
B: 3  
L: 119B

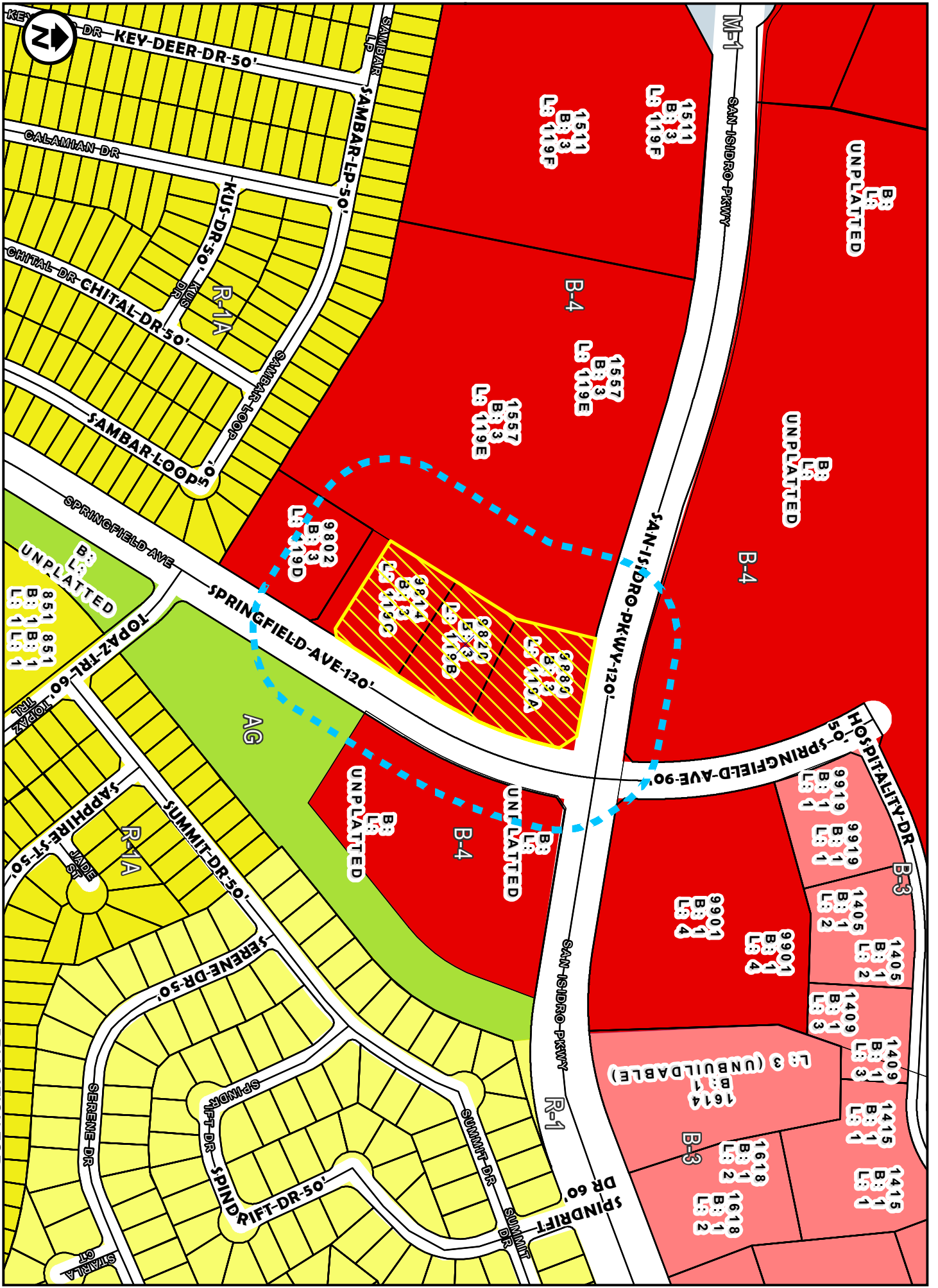
9880  
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L: 119A

9880  
B: 3  
L: 119A



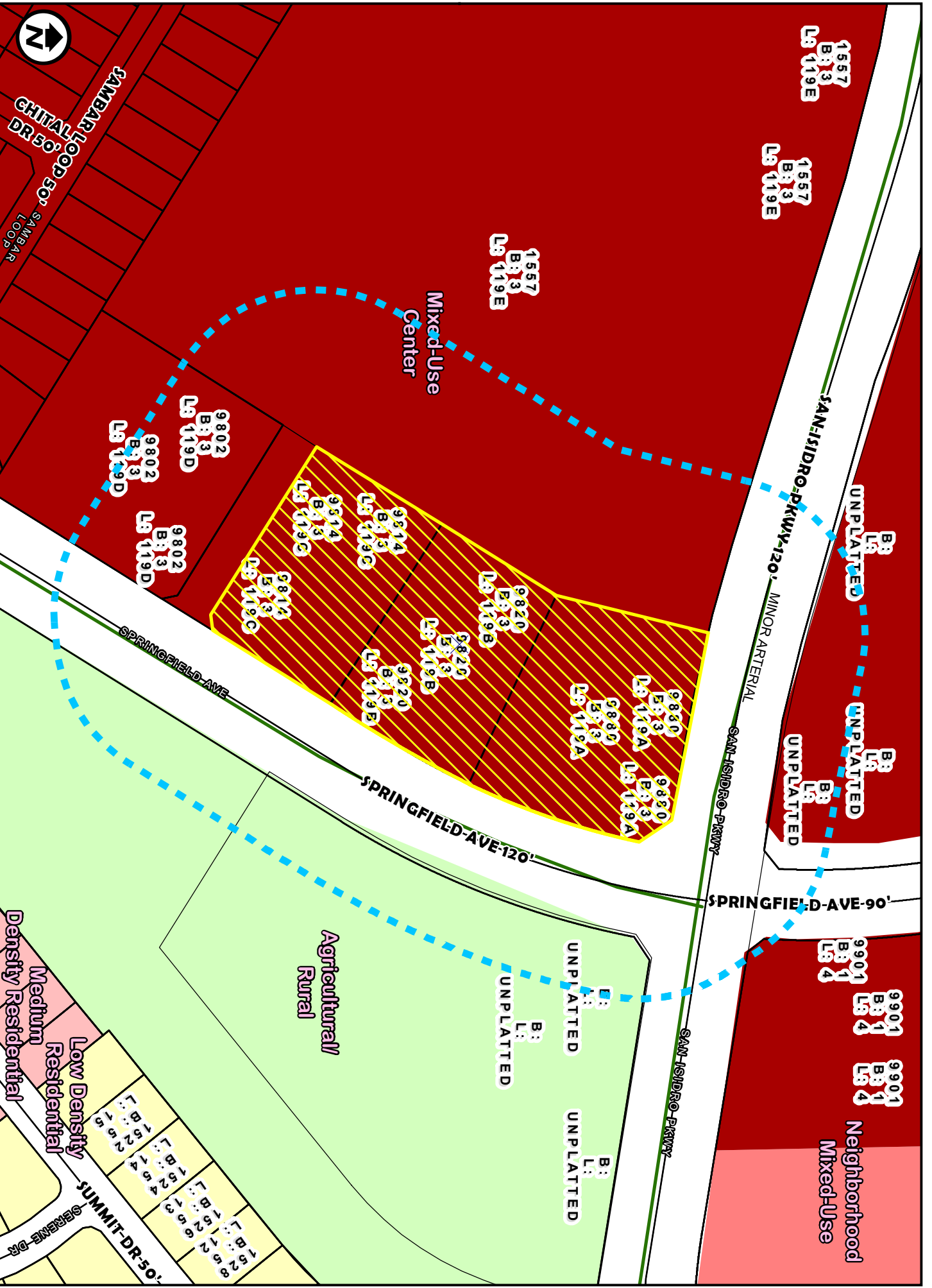
SURVEY MAP  
 1 inch = 150 feet  
 COUNCIL DISTRICT 6  
 9880, 9820, 9814 SPRINGFIELD AVE.

ZC-32-2022  
 APPLICATION FOR  
 B-4 (HIGHWAY COMMERCIAL DISTRICT)  
 B-3 (COMMUNITY BUSINESS DISTRICT)



ZONING OVERVIEW  
 1 inch = 300 feet  
 COUNCIL DISTRICT 6  
 9880, 9820, 9814 SPRINGFIELD AVE.

ZC-32-2022  
 APPLICATION FOR  
 B-4 (HIGHWAY COMMERCIAL DISTRICT)  
 B-3 (COMMUNITY BUSINESS DISTRICT)





1557  
B: 3  
L: 119E

1557  
B: 3  
L: 119E

B:  
L:  
UNPLATTED

9901  
B: 1  
L: 4

9901  
B: 1  
L: 4

B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

9802  
B: 3  
L: 119D

9802  
B: 3  
L: 119D

9814  
B: 3  
L: 119C

9814  
B: 3  
L: 119C

9820  
B: 3  
L: 119B

9820  
B: 3  
L: 119B

9880  
B: 3  
L: 119A

9880  
B: 3  
L: 119A

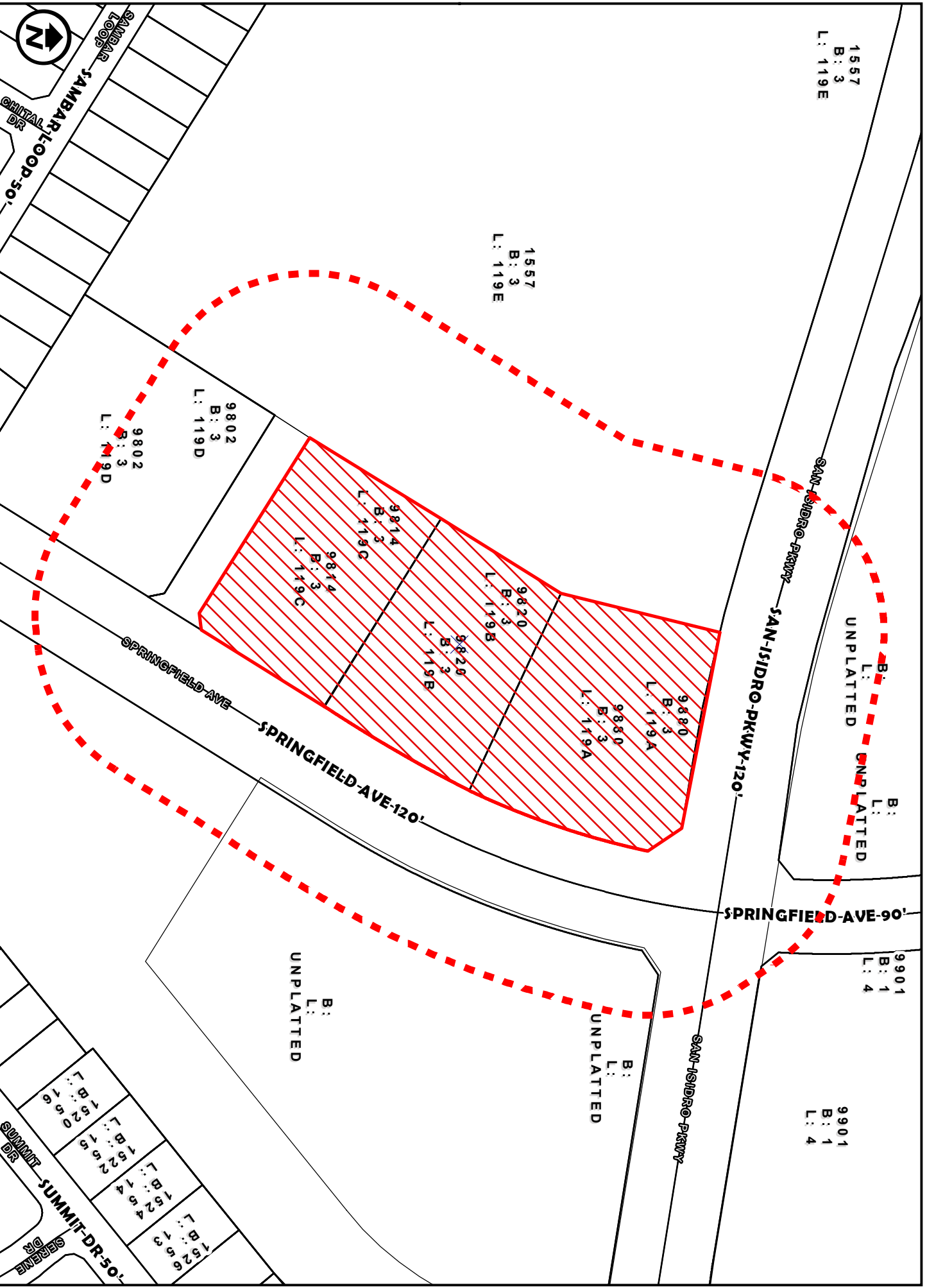


200' NOTIFICATION  
1 inch = 150 feet  
COUNCIL DISTRICT 6  
9880, 9820, 9814 SPRINGFIELD AVE.

ZC-32-2022

B-4 (HIGHWAY COMMERCIAL DISTRICT)  
B-3 (COMMUNITY BUSINESS DISTRICT)

APPLICATION FOR



**ORDINANCE NO. 2022-O-047**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF LOTS 119A, 119B AND 119C, BLOCK 3, SAN ISIDRO SOUTHWEST-ANTLER CROSSING SUBDIVISION, PHASE 5, LOCATED AT 9880, 9820 AND 9814 SPRINGFIELD AVENUE (RESPECTIVELY), FROM B-4 (HIGHWAY COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT) PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lots 119A, 119B and 119C, Block 3, San Isidro Southwest-Antler Crossing Subdivision, Phase 5, located at 9880, 9820 and 9814 Springfield Avenue (respectively), from B-4 (Highway Commercial 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 February 16, 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 March 21, 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 Lots 119A, 119B and 119C, Block 3, San Isidro Southwest-Antler Crossing Subdivision, Phase 5, located at 9880, 9820 and 9814 Springfield Avenue (respectively), from B-4 (Highway Commercial 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:

\_\_\_\_\_  
SYLVIA BORANDA-FIRTH  
INTERIM CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Orlando Navarro, Planning Director

**Initiated By:** Donna Gail Wilkinson, Owner; Premier Engineering, Applicant/Representative

**Staff Source:** Orlando D. Navarro, Planning Director

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**SUBJECT**

**2022-O-048** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 0.53 acres comprised of 0.31 acres of Tract I, a 14.78 acres Tract I, and 0.22 acres of Tract IV, a 1.66 acre easement and right of way Tract, recorded in Volume 1261, pages 834-842, Webb County Deed Records, situated in Porcion 9 Blas Maria Dias Original Grantee, A-38, Webb County, Texas, located at west of FM 1472 and south of Theisel Road from AG (Agricultural District) to M-1 (Light Manufacturing District).

**ZC-017-2022**  
**District VII**

**PREVIOUS COUNCIL ACTION**

The item was introduced at the City Council meeting of March 21, 2022.

**BACKGROUND**

**Council District:** VII - Cm. Vanessa Perez

**Proposed use:** Commercial

**Site:** The site is vacant undeveloped land.  
Please note the area south of the site is not within city limits.

**Surrounding land uses:** North of the site is vacant undeveloped land and Theisel Road. To the East of the site is FM 1472 (Mines Road), Theisel Road, Phelps Road, and a tractor trailer yard. To the South of the site is Phelps Road and vacant undeveloped land. To the West of the site is predominantly vacant undeveloped land.

**Comprehensive Plan:** The Future Land Use Map recognizes this area as predominantly Agricultural/ Rural.  
<https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=>

**Transportation Plan:**The Long Range Thoroughfare Plan does not identify Theisel Road and Phelps Road.  
[www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan\\_2021.02.11.pdf](http://www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf)

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

**COMMITTEE RECOMMENDATION**

The Planning & Zoning Commission is a 7 to 0 vote recommended approval of the zone change.

**STAFF RECOMMENDATION**

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

1. Although the proposed zone change is not in conformance with the Comprehensive Plan's designation of this area as Agricultural/Rural, the proposed zone will introduce uses already present in the surrounding area.
2. The site complies with the M-1 zoning dimensional requirements as per the Laredo Land Development Code, Section 24.77 Dimensional Standards. The width of the site is approximately 220.72 feet.
3. The site is near other M-1 type zoning uses.
4. The zone change will not adversely impact the conditions in the surrounding properties.

Staff **supports** the proposed zone change.

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

**Is this change contrary to the established land use pattern?**

No.

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

No.

**Will change adversely influence living conditions in the neighborhood?**

No.

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

Yes, the existing use of AG (Agricultural District) does not allow for commercial type uses intended by the applicant.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

N/A

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**Attachments**

Maps

Survey

Ordinance

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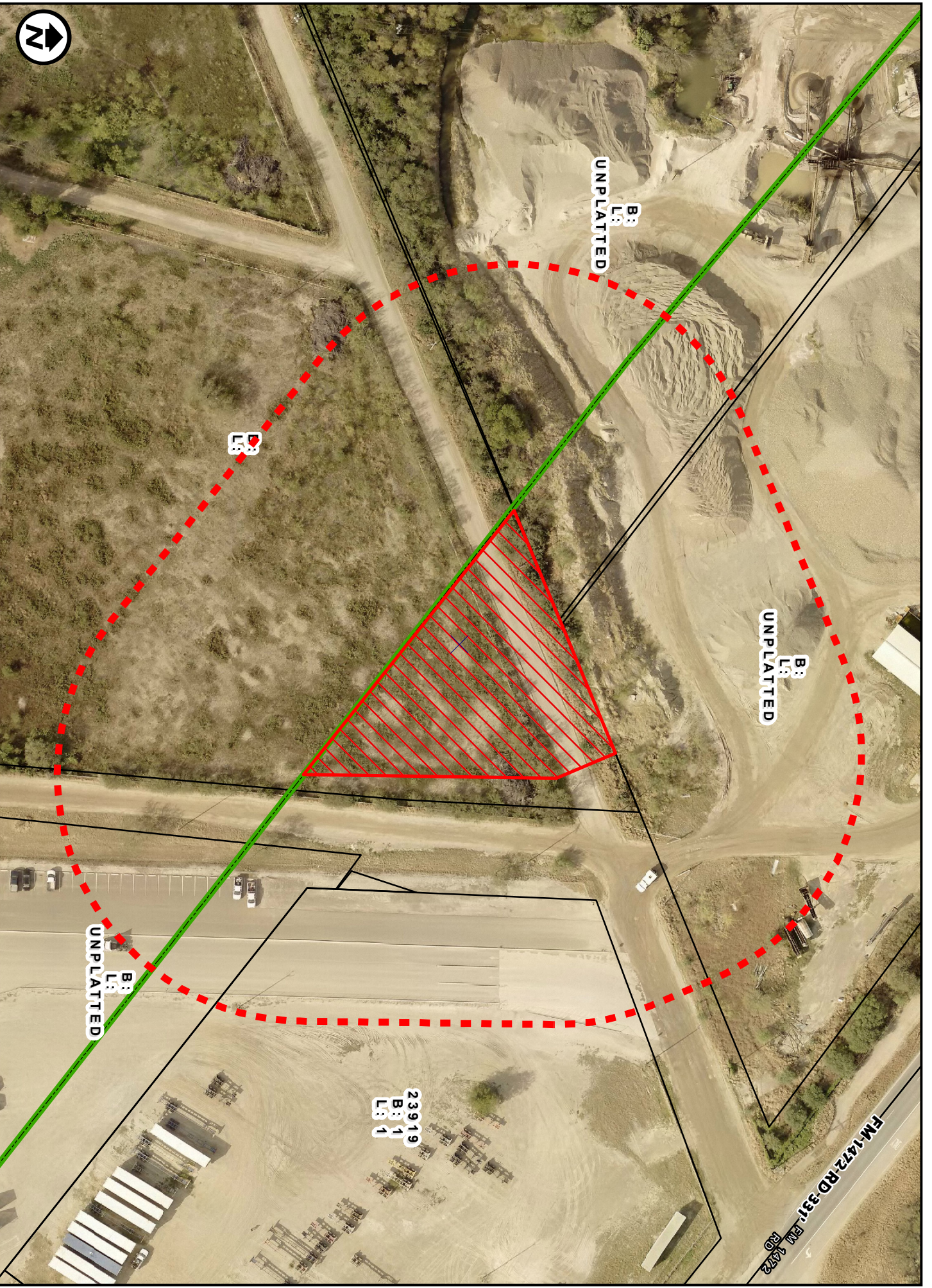
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AERIAL MAP  
 1 inch = 100 feet  
 EAST OF THEISEL ROAD & WEST OF PHELPS ROAD

ZC-17-2022

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



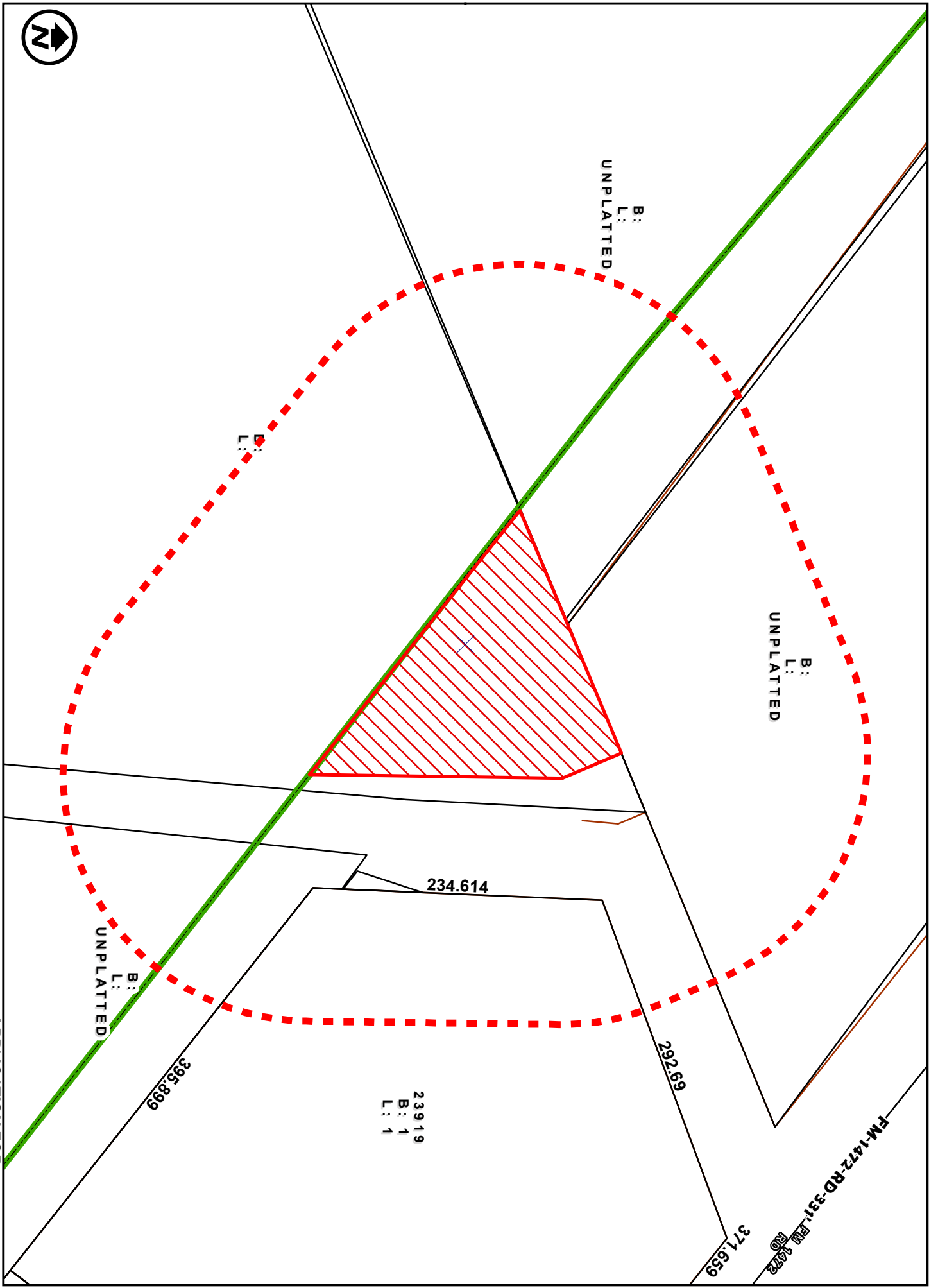




DIMENSIONS MAP  
1 inch = 100 feet  
EAST OF THEISEL ROAD & WEST OF PHELPS ROAD

ZC-17-2022

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



B:  
L:  
UNPLATTED

B:  
L:

B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

234.614

23919  
B: 1  
L: 1

395.899

292.69

371.659

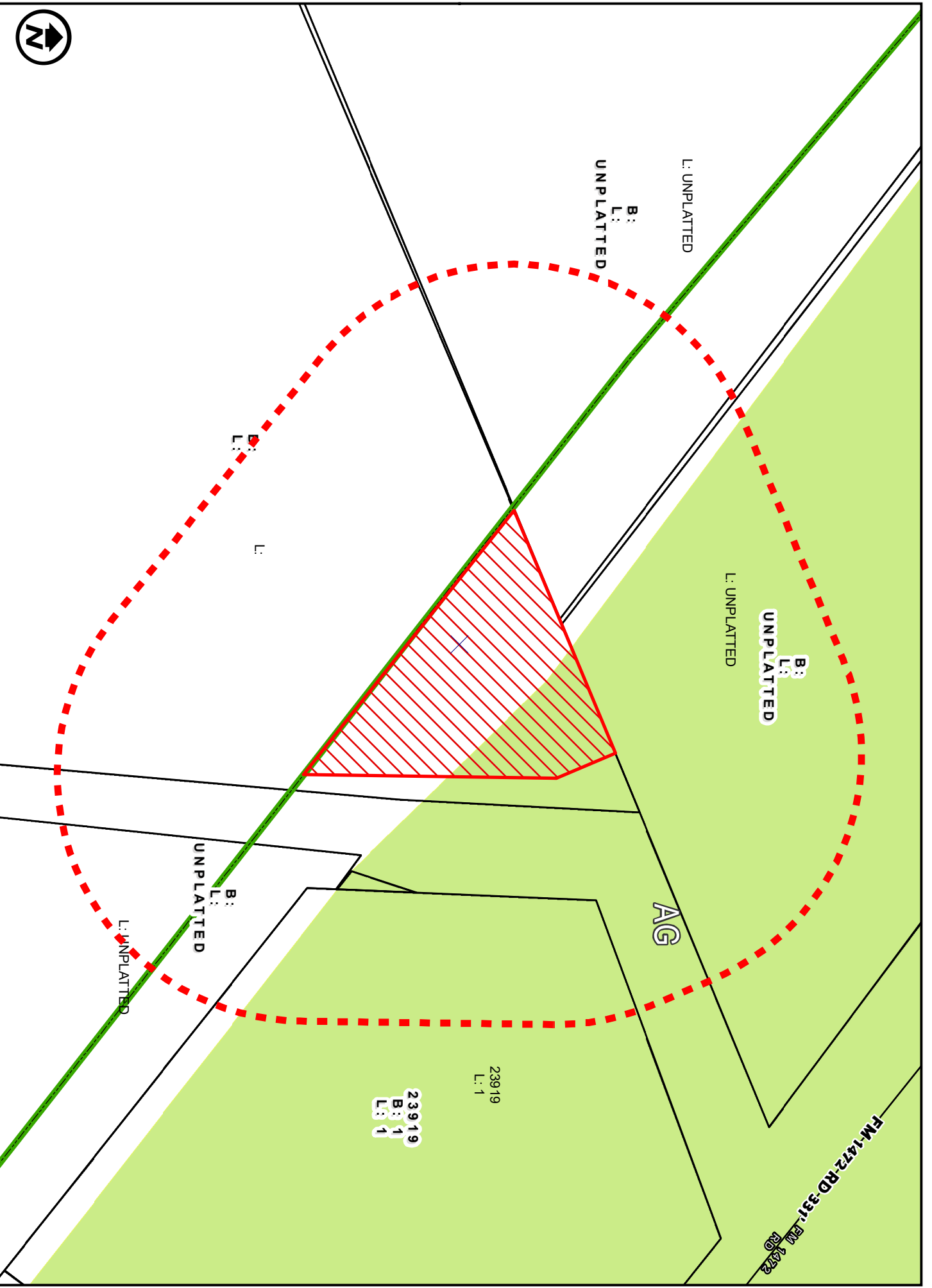
FM-1472-RD-331 (RD 1472)



ZONING MAP  
1 inch = 100 feet  
EAST OF THEISEL ROAD & WEST OF PHELPS ROAD

ZC-17-2022

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

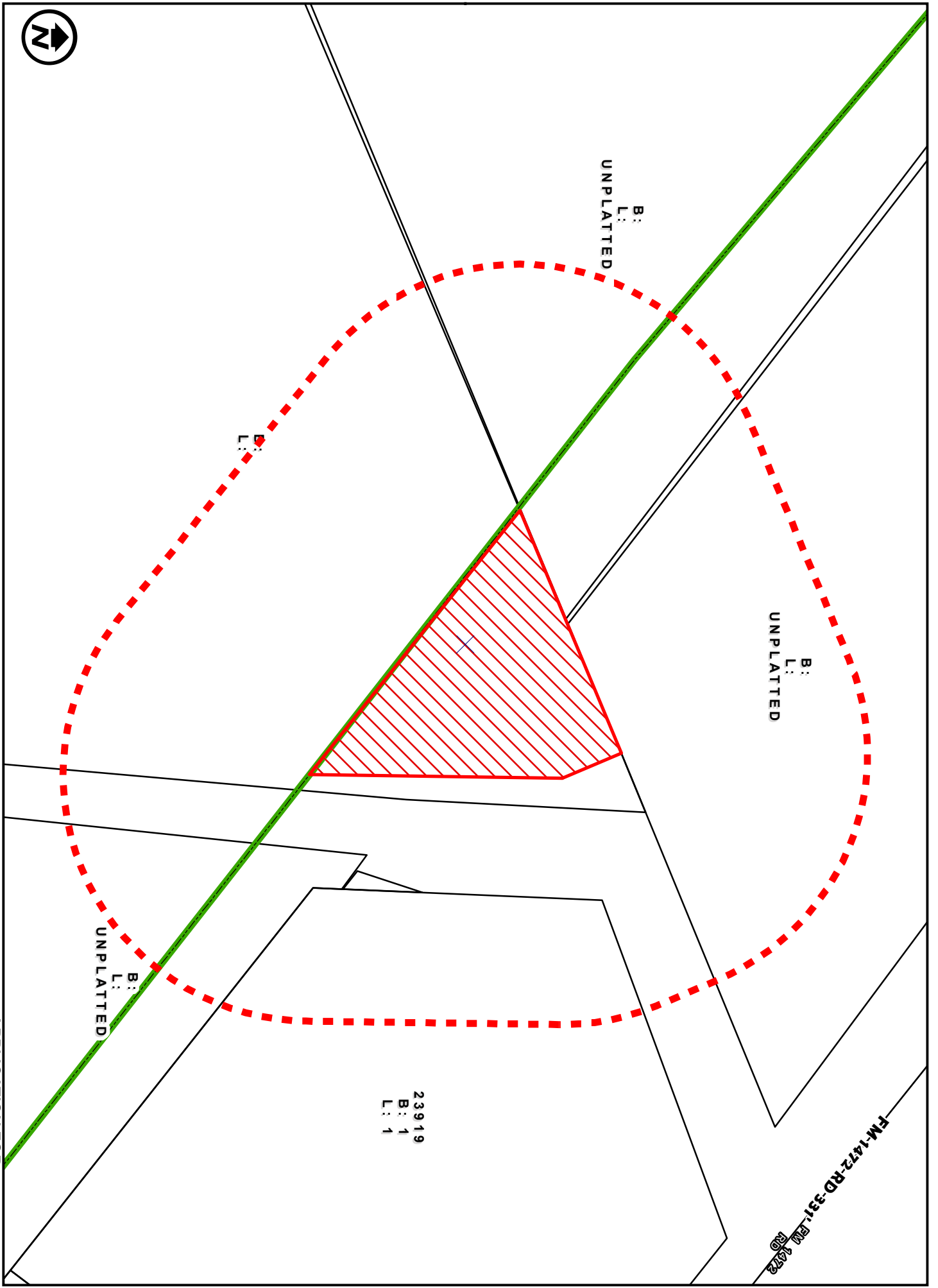




SURVEY MAP  
1 inch = 100 feet  
EAST OF THEISEL ROAD & WEST OF PHELPS ROAD

ZC-17-2022

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



B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

23919  
B: 1  
L: 1

FM-1472-RD-331 (RD 1472)

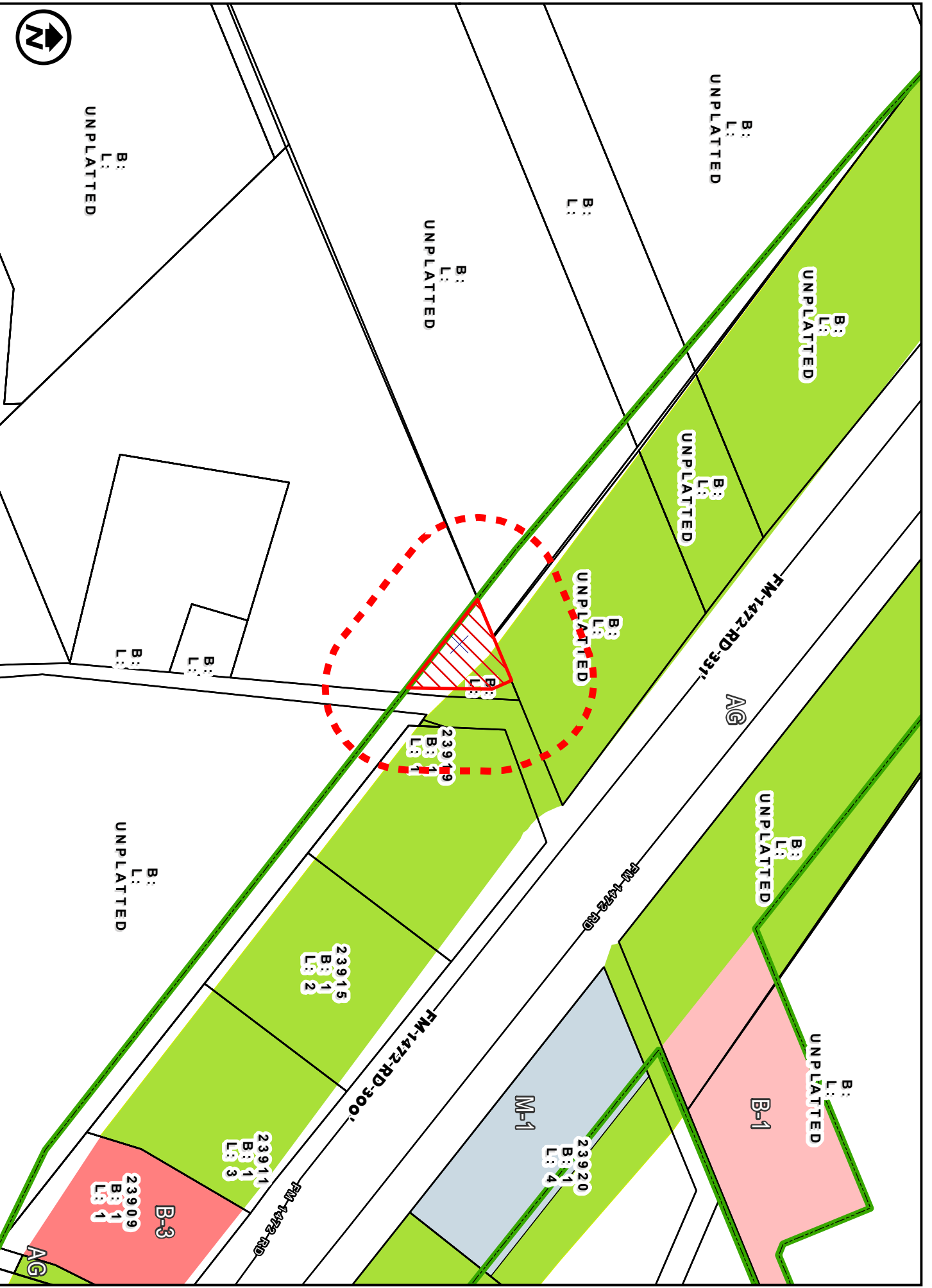


ZONING OVERVIEW  
1 inch = 300 feet  
EAST OF THEISEL ROAD & WEST OF PHELPS ROAD

ZC-17-2022

APPLICATION FOR

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





B: UNPLATTED  
L: UNPLATTED

B: UNPLATTED  
L: UNPLATTED

B: UNPLATTED  
L: UNPLATTED

Low Density Residential

L: Agricultural/Rural

B: L:

B: UNPLATTED  
L: UNPLATTED

B: UNPLATTED  
L: UNPLATTED

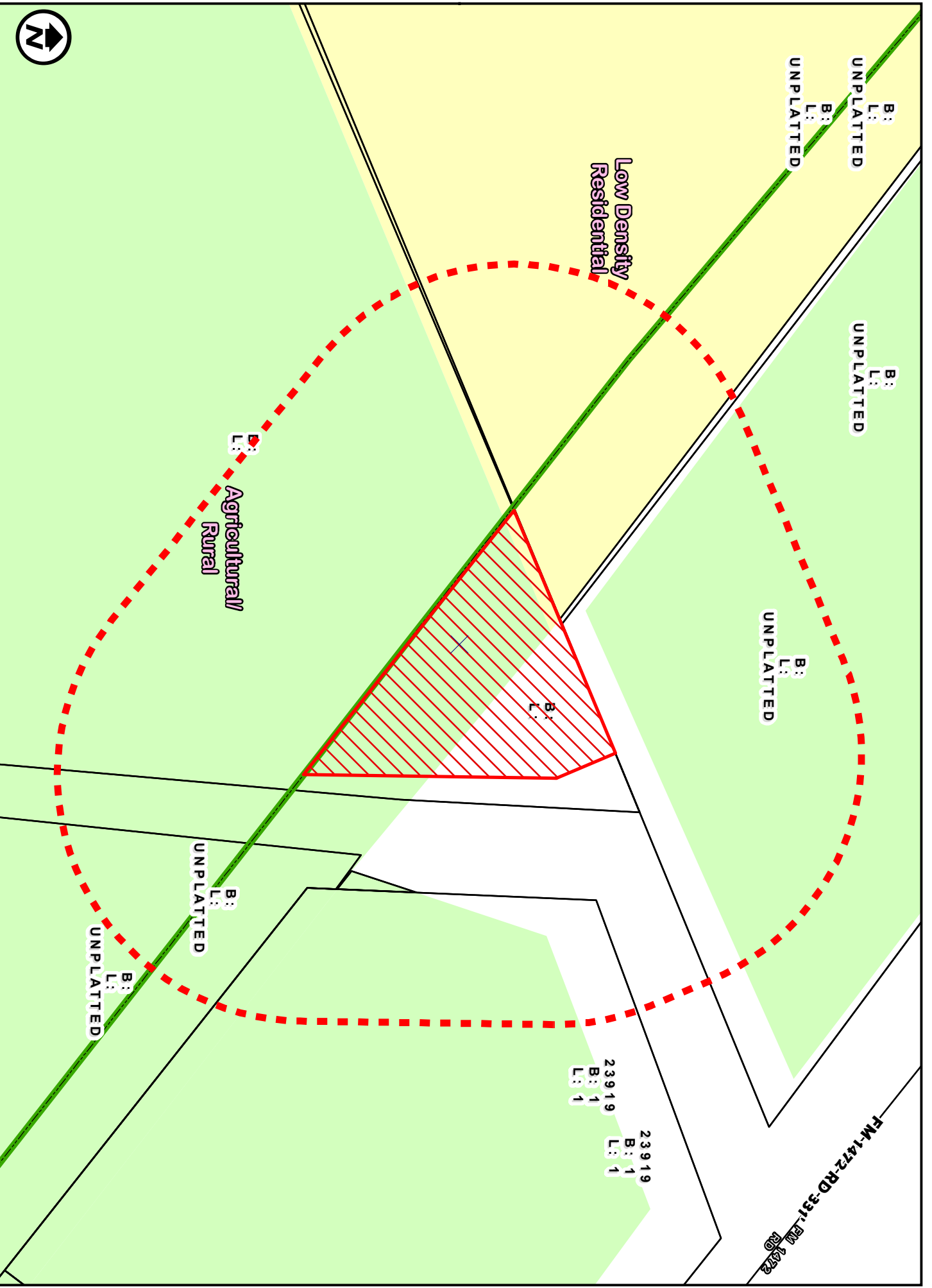
23919 B: 1  
L: 1

23919 B: 1  
L: 1

FM-1472-RD-331 (RM 1472 RD)

FUTURE LANDUSE MAP ZC-17-2022  
1 inch = 100 feet COUNCIL DISTRICT 7  
EAST OF THEISEL ROAD & WEST OF PHELPS ROAD

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

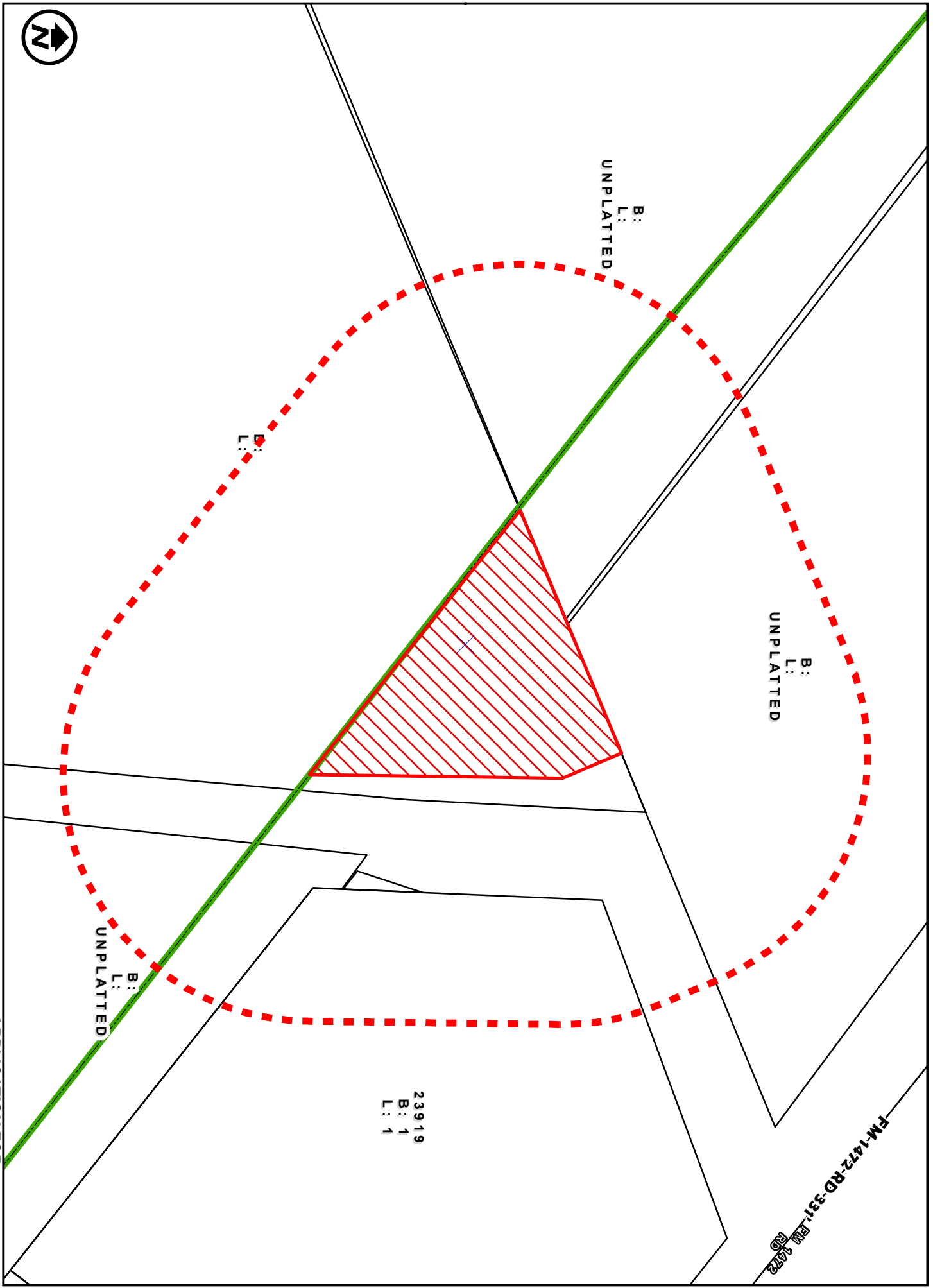




200' NOTIFICATION  
1 inch = 100 feet  
EAST OF THEISEL ROAD & WEST OF PHELPS ROAD

ZC-17-2022

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



B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

B:  
L:  
UNPLATTED

23919  
B: 1  
L: 1

FM-1472-RD-331 (RD 1472)

**FIELD NOTES**

**0.53 ACRES:**

**A TRACT OF LAND CONTAINS 0.53 ACRES**, MORE OR LESS, COMPRISED OF 0.31 ACRES OUT OF TRACT I, A 14.78626 ACRES TRACT I, AND 0.22 ACRES OUT OF TRACT IV, A 1.66836 ACRE EASEMENT AND RIGHT OF WAY TRACT, REC. IN VOL. 1261, PGS. 834-842, W.C.D.R., SITUATED IN PORCION 9 BLAS MARIA DIAZ ORIGINAL GRANTEE, A-38, WEBB COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED BY MEETS AND BOUNDS AS FOLLOWS;

**COMMENCING** AT A FOUND IRON ROD ALONG THE WEST RIGHT OF WAY LINE OF FM-1492 (AKA MINES ROAD), THE NORTH RIGHT OF WAY LINE OF THIESEL ROAD, AND THE SOUTHEAST CORNER OF A 30.00 ACRE TRACT, CONVEYED TO LAREDO SAND AND GRAVEL CO., VOL. 56, PG. 680, W.C.D.R., **THENCE S67° 55' 52"W** A DISTANCE OF **307.12 FEET**, ALONG THE SOUTH LINE OF SAID 30.00 ACRE TRACT, THE NORTH RIGHT OF WAY LINE OF THIESEL ROAD, THE DIVIDING LINE BETWEEN PORCION 8 AND 9, TO A SET ½" IRON ROD W/ BLUE PLASTIC CAP LABELED "PCE 100097-00", AT THE NORTHEAST CORNER OF SAID TRACT IV, THE **TRUE POINT OF BEGINNING**, THE NORTHEASTERLY CORNER HEREOF;

**THENCE, S22° 19' 36"E** A DISTANCE OF **24.00 FEET**, ALONG THE EAST LINE OF AFOREMENTIONED TRACT IV, THE WEST RIGHT OF WAY LINE OF PHELPS ROAD, TO A SET ½" IRON ROD W/ A BLUE PLASTIC CAP LABELED "PCE 100097-00", AT A DEFLECTION POINT OF SAID TRACT IV, A POINT OF DEFLECTION HEREOF;

**THENCE, S05° 25' 15"W** WITH THE EAST LINE OF SAID TRACT IV AT A DISTANCE OF 29.38 FEET, PASSING THE NORTHEAST CORNER OF AFOREMENTIONED TRACT I, THE SOUTHEAST CORNER OF AFOREMENTIONED TRACT IV, AND CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF PHELPS ROAD, THE EAST LINE OF SAID TRACT I FOR A TOTAL DISTANCE OF **205.40 FEET**, TO A SET ½" IRON ROD W/ A BLUE PLASTIC CAP LABELED "PCE 100097-00", ALONG THE CITY OF LAREDO LIMITS, THE SOUTHERLY CORNER HEREOF;

**THENCE, N52° 06' 30"W** ALONG THE CITY OF LAREDO LIMITS, OVER AND ACROSS AFOREMENTIONED TRACT I, AT A DISTANCE OF 179.25 FEET, PASSING THE SOUTH LINE OF AFOREMENTIONED TRACT IV, THE NORTH LINE OF SAID TRACT I, FOR A TOTAL DISTANCE OF **237.10 FEET**, TO A SET ½" IRON ROD W/ A BLUE PLASTIC CAP LABELED "PCE 100097-00", ALONG THE SOUTH LINE OF AFOREMENTIONED 30.00 ACRE TRACT, THE NORTH LINE OF SAID TRACT IV, THE DIVIDING LINE OF PORCION 8 AND 9, THE WESTERLY CORNER HEREOF;

**THENCE, N67° 40' 24"E** A DISTANCE OF **213.39 FEET**, ALONG THE SOUTH LINE OF AFOREMENTIONED 30.00 ACRE TRACT, THE NORTH LINE OF SAID TRACT IV, TO A SET ½" IRON ROD W/ A BLUE PLASTIC CAP LABELED "PCE 100097-00", THE DIVIDING LINE OF PORCION 8 AND 9, TO THE **POINT OF BEGINNING** AND CONTAINING **0.53 ACRES** OF LAND, MORE OR LESS.

**BASIS OF BEARING:**

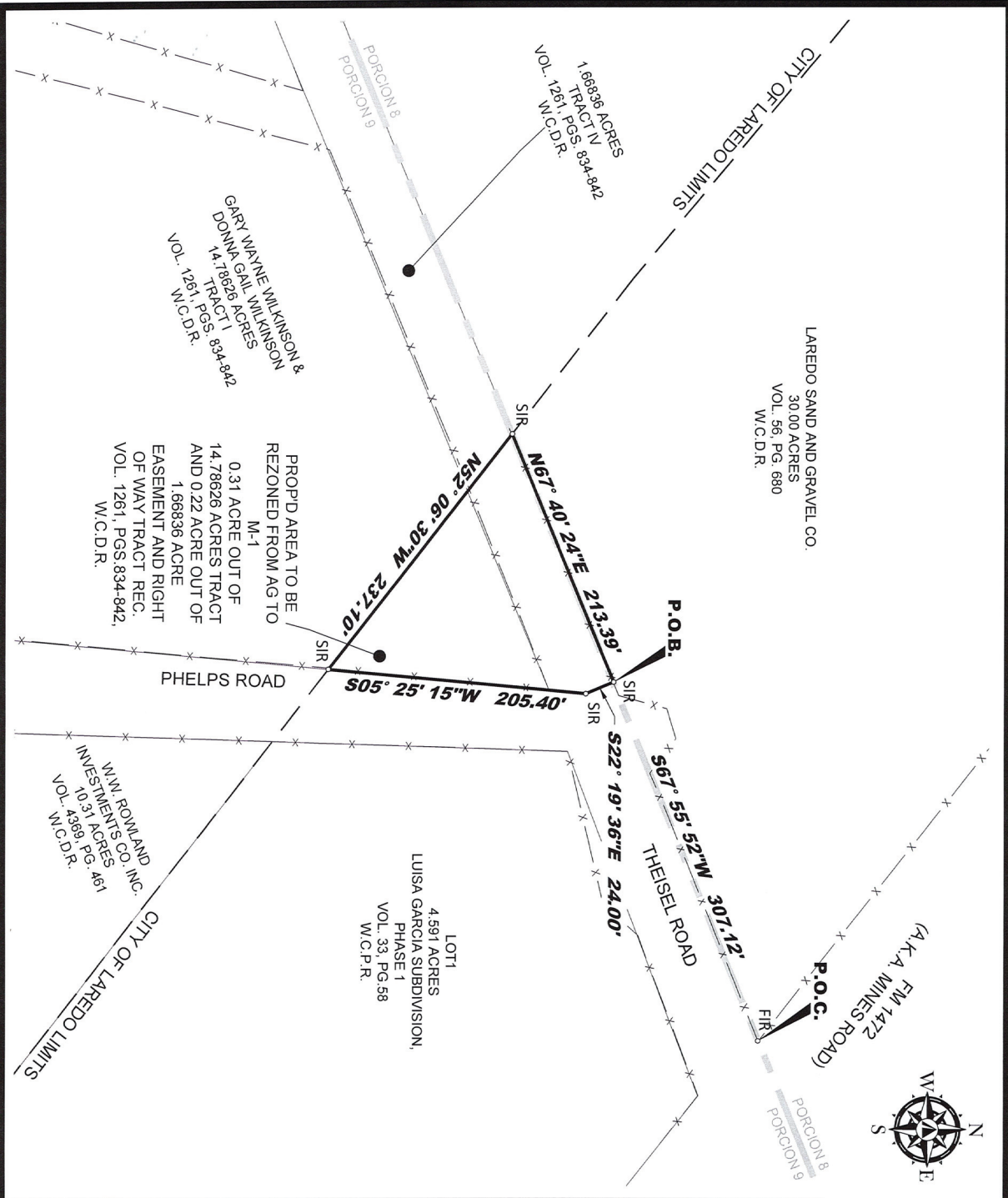
DATUM BASED ON TEXAS STATE PLANE COORDINATES SYSTEM. NAD83 TEXAS STATE PLANES, SOUTH ZONE, US FOOT, ELEVATIONS MEAN SEA LEVEL (MSL), DERIVED FROM GPS KINEMATIC OBSERVATIONS.

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING "FIELD NOTES" AND ATTACHED "PLAT OF SURVEY" WERE PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

  
EDUARDO J. GUTIERREZ, R.P.L.S. NO. 5839



12-15-21  
DATE:



LEGEND

PROPERTY LINE	o SIR	SET IRON ROD*
EASEMENT LINE	o FIR	WOOD IRON ROD
BLDG. SETBACK	o PK	ENCLOSURE
SURVEY LINE	o MAG	PK NAIL FOUND
LOT LINE	o UTS	MAG NAIL FOUND
WOOD FENCE	o UTS	UNABLE TO SET
BLOCK WALL	o UTS	CHAINLINK FENCE
BARBWARE FENCE	o UTS	BARBWARE FENCE

\*SET 1/2" IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100093-00"

**NOTES:**

- DATUM BASED ON TEXAS STATE PLANE COORDINATE SYSTEM MADRS, TEXAS SOUTH ZONE, ELEVATIONS MEAN SEA LEVEL (MSL).
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ALL EASEMENTS, RIGHT-OF-WAYS AND UTILITIES MAY NOT BE SHOWN OR CURRENT.



**CERTIFICATE OF SURVEYOR**

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

*Eduardo J. Gutierrez*

DATE  
**12-15-21**

EDUARDO J. GUTIERREZ, R.P.L.S. NO. 5839  
THIS SURVEY IS VALID ONLY WITH ORIGINAL SEAL IN RED INK  
ENGINEERING REGISTRATION NO. T-8019 SURVEY REGISTRATION NO. 100097-00

**SURVEY OF**

**A TRACT OF LAND CONTAINS 0.53 ACRES, MORE OR LESS, COMPRISED OF 0.31 ACRES OUT OF TRACT I, A 14.78626 ACRES TRACT I, AND 0.22 ACRES OUT OF TRACT IV, A 1.66836 ACRE EASEMENT AND RIGHT OF WAY TRACT, REC. IN VOL. 1261, PGS. 834-842, W.C.D.R., SITUATED IN PORCION 9 BLAS MARIA DIAZ ORIGINAL GRANTEE, A-38, WEBB COUNTY, TEXAS**

DRAWN BY:	EL./K.G.	SCALE:	1"=100'
CHECKED BY:	E.J.G.	JOB #:	16378-21
APPROVED BY:	E.J.G.	FILE NAME:	16378-21.SURVEY.dwg
FIELD DATE:	10/28/21 G.R.	SHEET:	2 OF 2

**PREMIER ENGINEERS SURVEYING**

1302 CALLE DEL NORTE, SUITE 2  
LAREDO, TEXAS 78041  
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**ORDINANCE NO. 2022-O-048**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF APPROXIMATELY 0.53 ACRES, COMPRISED OF 0.31 ACRES OUT OF TRACT I, A 14.78 ACRES TRACT I, AND 0.22 ACRES OUT OF TRACT IV, A 1.66 ACRE EASEMENT AND RIGHT OF WAY TRACT, RECORDED IN VOLUME 1261, PAGES 834-842, WEBB COUNTY DEED RECORDS, SITUATED IN PORCION 9 BLAS MARIA DIAZ, ORIGINAL GRANTEE, A-38, WEBB COUNTY, TEXAS, LOCATED WEST OF FM 1472 AND SOUTH OF THIESEL ROAD FROM AG (AGRICULTURAL DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT) PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of approximately 0.53 acres, comprised of 0.31 acres out of Tract I, a 14.78 acres Tract I, and 0.22 acres out of Tract IV, a 1.66 acre easement and right of way tract, recorded in Volume 1261, Pages 834-842, Webb County Deed Records, situated in Porcion 9 Blas Maria Diaz, Original Grantee, A-38, Webb County, Texas, located west of FM 1472 and south of Thiesel Road from AG (Agricultural District) to M-1 (Light Manufacturing District) and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 16, 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 March 21, 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 0.53 acres, comprised of 0.31 acres out of Tract I, a 14.78 acres Tract I, and 0.22 acres out of Tract IV, a 1.66 acre easement and right of way tract, recorded in Volume 1261, Pages 834-842, Webb County Deed Records, situated in Porcion 9 Blas Maria Diaz, Original Grantee, A-38, Webb County, Texas, located west of FM 1472 and south of Thiesel Road from AG (Agricultural District) to M-1 (Light Manufacturing District).

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

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

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

\_\_\_\_\_  
PETE SAENZ  
MAYOR

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
SYLVIA BORANDA-FIRTH  
INTERIM CITY ATTORNEY

City Council-Regular

Meeting Date: 04/04/2022
Initiated By: Kristina L. Hale, Assistant City Manager
Staff Source: Robert J. Garza, Transit Director

SUBJECT

Planned and Moving

2022-O-049 Authorizing the Interim City Manager to appropriate funds in the amount of \$8,753,532.00 awarded by the Federal Transit Administration (FTA) FY21 American Rescue Plan (ARP) Grant TX-2022-015-00 by increasing revenues and expenses for the FY21-22 Transit Budget. Funding is provided through the COVID-19 Stimulus Package passed by the 117th United States Congress signed into law by President Joe Biden on March 11, 2021. Funding will be dispensed at a 100% federal share with no local match required and will be available to support operating assistance and maintenance for the El Metro Bus Operations.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On March 21, 2022, the City of Laredo Council approved the Introductory Ordinance to authorize the Interim City Manager to appropriate funds in the amount of \$8,753,532 award by FTA ARP Grant No. TX-2022-015-00 by increasing revenues and expenses for the FY2022 Transt Budget.

BACKGROUND

The American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package, is a \$1.9 trillion economic package bill passed by the 117th United States Congress and signed into law by President Joe Biden on March 11, 2021, to speed up the United States recovery from the economic and health effects of the COVID-19 pandemic and the ongoing recession. First proposed on January 14, 2021, the package builds upon many of the measures in the CARES Act from March and in the Consolidated Appropriations Act, 2021 from December.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval to proceed to appropriate revenues and expenses to the FY2022 Transit Operations Budget in the amount of \$8,753,.532.

Fiscal Impact

Fiscal Year: 2022
Bugeted Y/N?: N
Source of Funds: Transit Grants
Account #: 558
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funds will be allocated in the revenue account and a restricted reserve account in the Transit Grants.

## **Attachments**

Grant Application TX-2015-022-00  
Ordinance 2022-O-049

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## Award

<b>Federal Award Identification Number (FAIN)</b>	TX-2022-015-00
<b>Temporary Application Number</b>	2069-2021-4
<b>Award Name</b>	City of Laredo Section-5307 ARP Funding For Operating Assistance
<b>Award Status</b>	Obligated / Ready for Execution
<b>Award Budget Number</b>	0

<b>Period of Performance Start Date</b>	3/1/2022
<b>Original Period of Performance End Date</b>	9/30/2025
<b>Current Period of Performance End Date</b>	9/30/2025 Revision #: 0

### Part 1: Recipient Information

**Name: LAREDO, CITY OF**

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
2069	City	CITY OF LAREDO	069463594

Location Type	Address	City	State	Zip
Headquarters	1110 HOUSTON ST	LAREDO	TX	780408019
Physical Address	1110 HOUSTON ST	LAREDO	TX	78040
Mailing Address	1301 FARRAGUT ST.	LAREDO	TX	78040

### Union Information

<b>Union Name</b>	TEAMSTERS LOCAL UNION NO. 657
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas

Zipcode	78239
Contact Name	HUGO FLORES
Telephone	2105902013
Fax	2105904420
E-mail	
Website	DOES NOT HAVE EMAIL
<b>Union Name</b>	<b>TEAMSTERS LOCAL UNION NO. 657</b>
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas
Zipcode	78239
Contact Name	FRANK PERKINS
Telephone	2105902013
Fax	2105904420
E-mail	
Website	

## Part 2: Award Information

### Title: City of Laredo Section-5307 ARP Funding For Operating Assistance

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
TX-2022-015-00	Obligated / Ready for Execution	Grant	4/14/2021	4/14/2021	No

#### Award Executive Summary

This is an FFY 2021 Section 5307 AMERICAN RESCUE PLAN ACT (ARP) application in the amount of \$8,753,532. Per the ARP ACT, the grant requests 100% federal share. The application utilizes ARP Act funding to help hard-hit public transit agencies avoid layoffs and service reductions, which disproportionately harm workers who are more likely to depend on public transportation that been affected by the Coronavirus COVID-19 pandemic. The application scope of work include operating expenses to operate and maintain the public transportation system. This project will be for operating assistance for the bus and paratransit operations in Laredo, Texas. Expenses will also include for the response for COVID-19 necessary to operate, maintain, and manage the public transportation system. Operating expenses usually include such costs as drivers salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies for sanitizing of buses/vans, bus stops and shelters, benches and waiting areas. Operating expenses and maintenance expenses are basically your parts and labor to continue running normal bus service both fixed route and paratransit. No capital item will be procured.

The City of Laredo agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a

project activity approved by FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

Purpose: The purpose of this project is to provide operating assistance to Laredo Transit Management Inc. to assist in recovering from COVID-19 during the period of 01/20/2020 to 09/30/2024.

Activities to be performed: Funds will be use to cover all eligible operating expenses such as driver and other operations worker salaries, fuel, bus parts, and supplies including personal protective equipment and cleaning supplies in order to continue bus operations.

Expected Outcomes: Funding will permit the Laredo Transit to continue provide operations that would otherwise have to be cut due to lack of funding.

Intended Beneficiaries: The Laredo Transit and the riders that rely on its services will benefit from continued services, permitting workers to get to work and riders to essential services.

Subrecipient Activities: None.

Pre-Award authority will be used since the uncertainty when grant will be awarded. As a result, estimated operating expenses for the full grant amount is tentatively scheduled for May 2022 thru December 2022.

Security requirement of 1% will be for security lighting and services thus meeting FTA requirement.

**Frequency of Milestone Progress Reports (MPR)**

Quarterly

**Frequency of Federal Financial Reports (FFR)**

Quarterly

**Does this application include funds for research and/or development activities?**

This award does not include research and development activities.

**Pre-Award Authority**

This award is using Pre-Award Authority.

**Does this application include suballocation funds?**

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

**Will this Grant be using Lapsing Funds?**

No, this Grant does not use Lapsing Funds.

**Will indirect costs be applied to this application?**

This award does not include an indirect cost rate.

*Indirect Rate Details: N/A*

**Requires E.O. 12372 Review**

No, this application does not require E.O. 12372 Review.

**Delinquent Federal Debt**

No, my organization does not have delinquent federal debt.

**Award Point of Contact Information**

First Name	Last Name	Title	E-mail Address	Phone
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heriberto.chavarria@dot.gov	Program Management Specialist		
tony.ogboli@dot.gov	Community Planner		
Eduardo Bernal	Planning Manager	ebernal@ci.laredo.tx.us	956-795-2250

## Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (ARPA)	5307-9	20507	\$8,753,532
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$8,753,532</b>

## Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2022-015-01-00	300-00 (300-A1) OPERATING ASSISTANCE	\$8,753,532.00	\$0.00	\$8,753,532.00	0
TX-2022-015-01-00	30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$8,753,532.00	\$0.00	\$8,753,532.00	0

## Discretionary Allocations

This application does not contain discretionary allocations.

## Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC Description	Amendment Amount	Cumulative Amount
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TX-90-Y 460	TX-2022- 015-01-0 0	OPERA TING A SSISTA NCE	300-00 ( A1 300)	4823 90	Lared o, TX	2021.32.9 0.PV.1	04	Urbanized Are a Formula Gra nts (ARPA)	\$8,753,532	\$8,753,532
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## Part 3: Project Information

### Project Title: Operating Assistance

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2022-015-01-00	2069-2021-4-P1	9/16/2021	1/20/2020	9/30/2024

#### Project Description

This is a FFY 2021 Section 5307 AMERICAN RESCUE PLAN ACT (ARP) application in the amount of \$8,753,532 representing 100% federal share of the total eligible amount. Per the ARP ACT, the grant requests 100% federal share. The application utilizes ARP Act funding to help hard-hit public transit agencies avoid layoffs and service reductions, which disproportionately harm workers who are more likely to depend on public transportation that been affected by the Coronavirus COVID-19 pandemic. The application scope of work include operating expenses to operate and maintain the public transportation system. This project will be for operating assistance for the bus and paratransit operations in Laredo, Texas. Expenses will also include for the response for COVID-19 necessary to operate, maintain, and manage the public transportation system. Operating expenses usually include such costs as drivers salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies for sanitizing of buses/vans, bus stops and shelters, benches and waiting areas. Operating expenses and maintenance expenses are basically bus parts and labor to continue running normal bus service both fixed route and paratransit. No capital item will be procured.

#### Project Benefits

The outcome of this project is for funding to permit the Laredo Transit to continue provide operations that would otherwise have to be cut due to lack of funding. The City of Laredo and the Laredo Transit will continue to operate bus and paratransit services uninterrupted for the citizens of Laredo and visitors using transit. This grant will benefit the Laredo Transit recuperate the loss of farebox revenue due to the COVID 19 pandemic. The loss of revenue includes farebox and sales tax which these funds are used for bus and paratransit operations. At this present time, the loss of farebox revenue is 66% which is also similar to the loss of passenger ridership due to COVID19 and the bridge closures for non-essential travelers.

#### Additional Information

The riders using our bus system will benefit knowing that the bus service will continue to operate for their transportation trips like going to work, doctor visits, school, dialysis centers and other destinations. The city of Laredo and public are extremely grateful for this federal assistance.

#### Location Description

Laredo, Tx

### Project Location (Urbanized Areas)

UZA Code	Area Name
482390	Laredo, TX

### Congressional District Information

State	District	Representative
Texas	23	Will Hurd
Texas	28	Henry Cuellar

## Program Plan Information

### STIP/TIP

Date: N/A

Description: N/A

### UPWP

Date: N/A

Description: N/A

### Long Range Plan

Date: N/A

Description: N/A

## Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (ARPA)	5307-9	20507	\$8,753,532
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$8,753,532</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2022-015-01-00	300-00 (300-A1) OPERATING ASSISTANCE	\$8,753,532.00	\$0.00	\$8,753,532.00	0
TX-2022-015-01-00	30.09.08 EMER RELIEF - OPERATING ASSIST -	\$8,753,532.00	\$0.00	\$8,753,532.00	0

100% Fed  
Share

## Project Budget Activity Line Items

### Budget Activity Line Item: 30.09.08 - EMER RELIEF - OPERATING ASSIST - 100% Fed Share

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	OPERATING ASSISTANCE	0

#### Extended Budget Description

Operating funds will cover eligible expenses for bus services incurred beginning 01/20/2020 and ending 09/30/2024. Operating expenditures including bus/van operators and administration salaries and preventative maintenance expenses for buses and vans including fuel, parts, repairs, and

#### Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (ARPA)	5307-9	20507	\$8,753,532
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$8,753,532</b>

Milestone Name	Est. Completion Date	Description
Start Date	1/20/2020	Operations assistance for transit operations
End Date	9/30/2024	Estimated date of completion.

## Project Environmental Findings

### Finding: Class II(c) - Categorical Exclusions (C-List)

#### Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

### Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date	Description	Date
	Class IIc CE Approved	

## Part 4: Fleet Details

No fleet data exists for this application.

## Part 5: FTA Review Comments

### Application Review Comments

**Comment By** Tony Ogboli

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Comment Type Application Details

Date 11/20/2021

Grant Project Title/Name:  
• In the application Name/Title, identify in caption first, the Grantee's Name, Fiscal-Year & Source(s) of Federal Funds, and Main Activity/Use of the the grant funding (for example; the correct Title/Name should take this form... "City of Laredo FFY 2021 Section-5307 ARP – Grant Activity"). Please see the title name change I more correctly made to the application title for your future reference. The current Name/Title now is adequate. An easy and quick identification of the grant features in the application title/ name is critical for FTA contractors, grant project managers and reviewers.

Comment

**ENVIRONMENTAL FINDINGS:**

There are no Environmental Findings selected for the identified grantr project activity. Grant Budget Application has NO Environmental Findings/Selection.

You may transmit the grant application only after all the comments have been adequately addressed. Let me know if you have a question.

**Comment By** Tony Ogboli

---

Comment Type Application Details

Date 11/24/2021

The Environmental Type-07 selected is incorrect. The grant application states in the executive summary and project description that the ARP funding will be utilized for Operating Assistance. The type-07 selected is for capital activity items, such as for capital acquisition, installation, rehabilitation, replacement, and maintenance of vehicles.

Comment

Please change the environmental selection from type-07 to type-04 (appropriately for operating assistance).

## Application Review Comments

**Comment By** Tony Ogboli

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Comment Type Pre-Award Manager Returns Application

Date 11/24/2021

Comment

**Comment By** Tony Ogboli

---

Comment Type Pre-Award Manager Returns Application

Date 1/5/2022

Comments for 2069-2021-4:  
Add Per ARP, the project(s) in this application is/are not required to be programmed in the Long-Range Transportation Plan, Statewide Transportation Plan, or Statewide Transportation Improvement Program. to the Application Executive Summary and STIP/TIP Program Plan Information.  
o Pre- award authority is utilized, add the following statement in the Application Executive Summary. Pre-award authority expenses in the approximate amount of \$XXX,XXX were incurred from XX/XX/20XX to XX/XX/20XX.  
Add how the security expenditure requirement will be met in the Application Executive Summary. 1% of funds apportioned via the 5307 Urbanized Area Formula program must be used for public transportation security projects. The recipient (grantee) must document and explain how they will satisfy the requirement or certify that the expenditures are unnecessary.  
The Milestone End Date, 9/30/2024, is identical to the Period of Performance (POP) end date, 9/30/2024. Extend the POP end date to allow time to administratively close out the ALI 30.09.08 - EMER RELIEF - OPERATING ASSIST - 100% Fed Share.

## Part 6: Agreement

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-29, October 1, 2021)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:  
(1) "Federal Transit Administration Master Agreement," FTA MA(29), <http://www.transit.dot.gov>,  
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and  
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

### **FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

#### **Recipient Information**

Recipient Name: LAREDO, CITY OF

Recipient ID: 2069

DUNS No: 069463594

#### **Award Information**

Federal Award Identification Number: TX-2022-015-00

Award Name: City of Laredo Section-5307 ARP Funding For Operating Assistance

Award Start Date: 3/1/2022

Original Award End Date: 9/30/2025

Current Award End Date: 9/30/2025

Award Executive Summary: This is an FFY 2021 Section 5307 AMERICAN RESCUE PLAN ACT (ARP) application in the amount of \$8,753,532. Per the ARP ACT, the grant requests 100% federal share. The application utilizes ARP Act funding to help hard-hit public transit agencies avoid layoffs and service reductions, which disproportionately harm workers who are more likely to depend on public transportation that been affected by the Coronavirus COVID-19 pandemic. The application scope of work include operating expenses to operate and maintain the public transportation system. This project will be for operating assistance for the bus and paratransit operations in Laredo, Texas. Expenses will also include for the response for COVID-19 necessary to operate, maintain, and manage the public transportation system. Operating expenses usually include such costs as drivers salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies for sanitizing of buses/vans, bus stops and shelters, benches and waiting areas. Operating expenses and maintenance expenses are basically your parts and labor to continue running normal bus service both fixed route and paratransit. No capital item will be procured.

The City of Laredo agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved by FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

**Purpose:** The purpose of this project is to provide operating assistance to Laredo Transit Management Inc. to assist in recovering from COVID-19 during the period of 01/20/2020 to 09/30/2024.

**Activities to be performed:** Funds will be use to cover all eligible operating expenses such as driver and other operations worker salaries, fuel, bus parts, and supplies including personal protective equipment and cleaning supplies in order to continue bus operations.

**Expected Outcomes:** Funding will permit the Laredo Transit to continue provide operations that would otherwise have to be cut due to lack of funding.

**Intended Beneficiaries:** The Laredo Transit and the riders that rely on its services will benefit from continued services, permitting workers to get to work and riders to essential services.

**Subrecipient Activities:** None.

**Pre-Award authority** will be used since the uncertainty when grant will be awarded. As a result, estimated operating expenses for the full grant amount is tentatively scheduled for May 2022 thru December 2022.

Security requirement of 1% will be for security lighting and services thus meeting FTA requirement.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

### **Award Budget**

Total Award Budget: \$8,753,532.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$8,753,532.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$8,753,532.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$0.00

### **Award Budget Control Totals**

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
5307 - Urbanized Area Formula Grants (ARPA)	5307-9	20507	\$8,753,532
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$8,753,532</b>

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

**U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:**

Review Decision: DOL Concur - Certified  
Original Certification Date: 2/23/2022

**Special Conditions**

There are no special conditions.

**FINDINGS AND DETERMINATIONS**

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

**FTA AWARD OF THE GRANT AGREEMENT**

Awarded By:  
Gail Lyssy  
Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
Contact Info: gail.lyssy@dot.gov  
Award Date: 3/1/2022

**EXECUTION OF THE GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:



- (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

*LAREDO, CITY OF*

**ORDINANCE NO. 2022-O-049**

AUTHORIZING THE INTERIM CITY MANAGER TO APPROPRIATE FUNDS IN THE AMOUNT OF \$8,753,532 AWARDED BY THE FEDERAL TRANSIT ADMINISTRATION (FTA) FY21 AMERICAN RESCUE PLAN (ARP) GRANT TX-2022-015-00 BY INCREASING REVENUES AND EXPENSES FOR THE FY2022 TRANSIT BUDGET. FUNDING IS PROVIDED THROUGH THE COVID-19 STIMULUS PACKAGE PASSED BY THE 117<sup>TH</sup> UNITED STATES CONGRESS, SIGNED INTO LAW BY PRESIDENT JOE BIDEN ON MARCH 11, 2021. FUNDING WILL BE DISPENSED AT A 100 PERCENT FEDERAL SHARE WITH NO LOCAL MATCH REQUIRED AND WILL BE AVAILABLE TO SUPPORT OPERATING ASSISTANCE AND MAINTENANCE FOR THE EL METRO BUS OPERATIONS.

**WHEREAS**, the City Council previously adopted the budget for fiscal year 2021-2022;  
and

**WHEREAS**, The City Council finds it to be in the best interests of the City of Laredo, Texas, to amend the FY 21-22 El Metro's Transit's Budget by appropriating revenues and expenses in the amount of \$8,753,532 awarded by FTA FY21 ARP Grant TX-2022-015-00.

**WHEREAS**, a public hearing and introductory ordinance was held on March 21, 2022.

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

- Section 1.** The FY21-22 Transit Budget is hereby amended to appropriate funds in the amount of \$8,753,532 awarded by the Federal Transit Administration (FTA) ARP Grant no. TX-2022-015-00 to support operating assistance and maintenance for the El Metro Bus operations.
- Section 2.** The funding will be dispensed at a 100% federal share with no local match required.
- Section 3.** The grant funds will be deposited in the City of Laredo Transit Budget accounts.

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

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PETE SAENZ  
MAYOR

ATTEST:

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JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

BY \_\_\_\_\_  
ANA SOPHIA GARCIA  
ASSISTANT CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 04/04/2022  
**Initiated By:** Kristina L. Hale, Assistant City Manager  
**Staff Source:** Robert J. Garza, Transit Director

**SUBJECT**



**Planned and Moving**

**2022-O-050** Authorizing the Interim City Manager to appropriate funds in the amount of \$1,529,460.00 awarded by the Federal Transit Administration (FTA) Section 5307 Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) grant No. TX-2022-012-00 by increasing revenues and expenses for the FY21-22 Transit Budget. Funding is provided through the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) (H.R.132). Funding will be dispensed at a 100% federal share with no local match and will be able to support operating assistance and maintenance for El Metro Bus Operations.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

On March 21, 2022, the City of Laredo Council approved the Introductory Ordinance to authorize the Interim City Manager to appropriate funds in the amount of \$1,529,460 award by FTA CRRSSA Grant No. TX-2022-012-00 by increasing revenues and expenses for the FY2022 Transit Budget.

**BACKGROUND**

The U.S. Department of Transportation's Federal Transit Administration (FTA) today announced a total of \$14 billion in Federal funding allocations to continue to support the Nation's public transportation systems during the Coronavirus Disease 2019 (COVID-19) public health emergency. Funding is provided through the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) (H.R. 133), signed by President Donald J. Trump on December 27, 2020. FTA previously announced \$25 billion in Coronavirus Aid, Relief, and Economic Security (CARES) Act funding in April 2020. "This additional \$14 billion in transit infrastructure grants will help ensure our nation's public transportation systems can continue to serve the millions of Americans who depend on them," said U.S. Transportation Secretary Elaine L. Chao. Similar to the CARES Act, the supplemental funding will be provided at 100-percent federal share, with no local match required.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends approval to proceed to appropriate revenues and expenses to the FY2022 Transit Operations Budget in the amount of \$1,529,460.

**Fiscal Impact**

**Fiscal Year:** 2022  
**Budgeted Y/N?:** N  
**Source of Funds:** Transit Grants  
**Account #:** 558

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Funds will be allocated in the revenue account and restricted reserve account in Transit Grants.

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**Attachments**

Grant Application

Ordinance 2022-O-050

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## Award

<b>Federal Award Identification Number (FAIN)</b>	TX-2022-012-00
<b>Temporary Application Number</b>	2069-2021-2
<b>Award Name</b>	City of Laredo FY21 Section 5307 CRRSAA Operating Assistance
<b>Award Status</b>	Obligated / Ready for Execution
<b>Award Budget Number</b>	0

<b>Period of Performance Start Date</b>	3/1/2022
<b>Original Period of Performance End Date</b>	12/30/2022
<b>Current Period of Performance End Date</b>	12/30/2022 Revision #: 0

### Part 1: Recipient Information

**Name: LAREDO, CITY OF**

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
2069	City	CITY OF LAREDO	069463594

Location Type	Address	City	State	Zip
Headquarters	1110 HOUSTON ST	LAREDO	TX	780408019
Physical Address	1110 HOUSTON ST	LAREDO	TX	78040
Mailing Address	1301 FARRAGUT ST.	LAREDO	TX	78040

### Union Information

<b>Union Name</b>	TEAMSTERS LOCAL UNION NO. 657
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas

Zipcode	78239
Contact Name	HUGO FLORES
Telephone	2105902013
Fax	2105904420
E-mail	
Website	DOES NOT HAVE EMAIL
<b>Union Name</b>	<b>TEAMSTERS LOCAL UNION NO. 657</b>
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas
Zipcode	78239
Contact Name	FRANK PERKINS
Telephone	2105902013
Fax	2105904420
E-mail	
Website	

## Part 2: Award Information

### Title: City of Laredo FY21 Section 5307 CRRSAA Operating Assistance

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
TX-2022-012-00	Obligated / Ready for Execution	Grant	4/7/2021	4/7/2021	No

#### Award Executive Summary

This is an FFY 2021 Section 5307 CRRSAA application in the amount of \$1,529,460 representing 100% federal share of the total eligible amount. The application utilizes CRRSAA funding to prevent, prepare for, and respond to coronavirus. The application scope of work include operating expenses to operate and maintain the public transportation system. This project will be for operating assistance for the bus and paratransit operations in Laredo, Texas. Expenses will also include for the response for COVID-19 necessary to operate, maintain, and manage the public transportation system. Operating expenses usually include such costs as drivers salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies for sanitizing of buses/vans, bus stops and shelters, benches and waiting areas. Operating expenses and maintenance expenses are basically your parts and labor to continue running normal bus service both fixed route and paratransit. No capital item will be procured.

The City of Laredo agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved by FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another

Federal agency, or an insurance company.

**Purpose:** The purpose of this project is to provide operating assistance to Laredo Transit Management Inc. to assist in recovering from COVID-19 during the period of 10/01/2020 to 09/30/2022.

**Activities to be performed:** Funds will be use to cover all eligible operating expenses such as driver and other operations worker salaries, fuel, bus parts, and supplies including personal protective equipment and cleaning supplies in order to continue transit operations.

**Expected Outcomes:** Funding will permit the Laredo Transit to continue provide operations that would otherwise have to be cut due to lack of funding.

**Intended Beneficiaries:** The Laredo Transit and the riders that rely on its services will benefit from continued services, permitting workers to get to work and riders to essential services.

**Subrecipient Activities:** None.

Per the CRRSSA, the project in this application is not required to be programmed in the Long -Range Transportation Plan, Statewide Transportation Plan, or Statewide Transportation Improvement Program.

**Note.** Other funding available from application 2069-2021-4 which has not been awarded is still insufficient to cover eligible expenses within the period.

The grant will be using Pre-Award authority however since it is uncertain the award date LTMI estimated to use the total grant funds for the month of March 2022 thru April 2022.

The security requirement includes security lighting and contractual security services thus meeting the 1% requirement.

**Frequency of Milestone Progress Reports (MPR)**

Annual

**Frequency of Federal Financial Reports (FFR)**

Annual

**Does this application include funds for research and/or development activities?**

This award does not include research and development activities.

**Pre-Award Authority**

This award is using Pre-Award Authority.

**Does this application include suballocation funds?**

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

**Will this Grant be using Lapsing Funds?**

No, this Grant does not use Lapsing Funds.

**Will indirect costs be applied to this application?**

This award does not include an indirect cost rate.

*Indirect Rate Details: N/A*

**Requires E.O. 12372 Review**

No, this application does not require E.O. 12372 Review.

**Delinquent Federal Debt**

No, my organization does not have delinquent federal debt.



## Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	heriberto.chavarria@dot.gov	Program Management Specialist		
	tony.ogboli@dot.gov	Community Planner		
Eduardo	Bernal	Planning Manager	ebernal@ci.laredo.tx.us	956-795-2250

## Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CRRSAA)	5307-8	20507	\$1,529,460
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$1,529,460</b>

## Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2022-012-01-00	300-00 (300-A1) OPERATING ASSISTANCE	\$1,529,460.00	\$0.00	\$1,529,460.00	0
TX-2022-012-01-00	30.09.08 5307 Urbanized Area Formula Grants (CRRSAA)	\$1,529,460.00	\$0.00	\$1,529,460.00	0

## Discretionary Allocations

This application does not contain discretionary allocations.

## Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
TX-90-Y 457	TX-2022- 012-01-0 0	OPERA TING A SSISTA NCE	300-00 ( 300)	A1	4823 90	Laredo, TX	2021.28.9 0.CR.1	04	Urbanized Area Formula Grants (CRRSAA)	\$1,529,460	\$1,529,460

## Part 3: Project Information

### Project Title: Operating Assistance

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2022-012-01-00	2069-2021-2-P1	4/7/2021	10/1/2020	9/30/2022

#### Project Description

This is a FFY 2021 Section 5307 CRRSAA application in the amount of \$1,529,460, representing 100% federal share of the total eligible amount. This application utilizes CRRSAA funding to prevent, prepare for, and respond to coronavirus. The application scope of work includes payroll and operating expenses for fixed route and paratransit services in order to continue transit services.

#### Project Benefits

The outcome of this project is for funding to permit the Laredo Transit to continue provide operations that would otherwise have to be cut due to lack of funding. The City of Laredo and the Laredo Transit will continue to operate bus and paratransit services uninterrupted for the citizens of Laredo and visitors using transit. This grant will benefit the Laredo Transit recuperate the loss of farebox revenue due to the COVID 19 pandemic. The loss of revenue includes farebox and sales tax which these funds are used for bus and paratransit operations. At this present time, the loss of farebox revenue is 66% which is also similar to the loss of passenger ridership due to COVID19 and the bridge closures for non-essential travelers.

#### Additional Information

The riders using our bus system will benefit knowing that the bus service will continue to operate to destinations like work, doctor visits, school, dialysis centers and other essential trips. The city of Laredo/Laredo Transit and the public are extremely grateful for this federal assistance.

#### Location Description

Laredo, TX

### Project Location (Urbanized Areas)

UZA Code	Area Name
480000	Texas
482390	Laredo, TX

### Congressional District Information

State	District	Representative
Texas	23	Will Hurd
Texas	28	Henry Cuellar

## Program Plan Information

### STIP/TIP

Date: 7/22/2021

Description: This project includes only for operations. Therefore, per CRRSAA requirements, no Statewide Transportation Improvement Program (STIP) is needed. However, attached is the FY2021-2024 Statewide STIP.

### UPWP

Date: N/A

Description: N/A

### Long Range Plan

Date: N/A

Description: N/A

## Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CRRSAA)	5307-8	20507	\$1,529,460
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$1,529,460</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2022-012-01-00	300-00 (300-A1) OPERATING ASSISTANCE	\$1,529,460.00	\$0.00	\$1,529,460.00	0
TX-2022-012-01-00	30.09.08 5307 Urbanized Area Formula Grants (CRRSAA)	\$1,529,460.00	\$0.00	\$1,529,460.00	0

## Project Budget Activity Line Items

<b>Budget Activity Line Item: 30.09.08 - 5307 Urbanized Area Formula Grants (CRRSAA)</b>
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Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	OPERATING ASSISTANCE	0

### Extended Budget Description

Operating funds will cover eligible expenses for bus services incurred beginning 10/1/2020 and ending 09/30/2022. Operating expenditures including bus/van operators and administration salaries and preventative maintenance expenses for buses and vans including fuel, parts, repairs, and labor.

Note. Other funding available from application 2069-2021-4 which has not been awarded is still insufficient to cover eligible expenses within the period.

### Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CRRSAA)	5307-8	20507	\$1,529,460
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$1,529,460</b>

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2020	Operations and Preventative Maintenance for the LTMI Bus and Paratransit Operations.
End Date	9/30/2022	Estimated completion date to close out the grant.

## Project Environmental Findings

<b>Finding: Class II(c) - Categorical Exclusions (C-List)</b>
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### Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

### Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

## Part 4: Fleet Details

No fleet data exists for this application.

## Part 5: FTA Review Comments

### Application Review Comments

**Comment By** Tony Ogboli

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Comment Type	Pre-Award Manager Returns Application
Date	7/19/2021
Comment	<p>Please reference the new Grant Making Toolkit that was recently shared and respond to the grant application accordingly.</p> <p>This application falls under the new requirement to include the OMB elements in the Application Executive Summary. The elements missing from the Application Executive Summary are, Expected Outcomes, Intended Beneficiaries and Subrecipient Activities. Please add them.</p>

**Comment By** Tony Ogboli

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Comment Type	Pre-Award Manager Returns Application
Date	1/5/2022
Comment	<p>Comments for 2069-2021-2:</p> <p>Add Per the CRRSAA, the project(s) in this application is/are not required to be programmed in the Long-Range Transportation Plan, Statewide Transportation Plan, or Statewide Transportation Improvement Program. to the Application Executive Summary. For future reference, the Recipient is a Designated Recipient, so UZA Code 480000 is not necessary under the Project Location (Urbanized Areas).</p> <p>Pre- award authority is utilized, add the following statement in the Application Executive Summary. Pre-award authority expenses in the approximate amount of \$XXX,XXX were incurred from XX/XX/20XX to XX/XX/20XX.</p> <p>Add how the security expenditure requirement will be met in the Application Executive Summary. 1% of funds apportioned via the 5307 Urbanized Area Formula program must be used for public transportation security projects. The recipient must document and explain how they will satisfy the requirement or certify that the expenditures are unnecessary.</p> <p>Add the approach used to determine requested funding under this project, such as reliance on the most recent years National Transit Database (NTD) data, to the Project</p>

Description.

If the time period listed for Operating Assistance overlaps with a corresponding time period in another grant application (ARP, CRRSAA, CARES Act or other FTA funding), and it appears that it does, list the applicable FAIN(s) and add a statement explaining that the other available funding is insufficient to cover eligible expenses within the period in the Extended Budget Description.

## Part 6: Agreement

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-29, October 1, 2021)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(29), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
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### **FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

#### **Recipient Information**

Recipient Name: LAREDO, CITY OF

Recipient ID: 2069

DUNS No: 069463594

#### **Award Information**

Federal Award Identification Number: TX-2022-012-00

Award Name: City of Laredo FY21 Section 5307 CRRSAA Operating Assistance

Award Start Date: 3/1/2022

Original Award End Date: 12/30/2022

Current Award End Date: 12/30/2022

Award Executive Summary: This is an FFY 2021 Section 5307 CRRSAA application in the amount of \$1,529,460 representing 100% federal share of the total eligible amount. The application utilizes CRRSAA funding to prevent, prepare for, and respond to coronavirus. The application scope of work include operating expenses to operate and maintain the public transportation system. This project will be for operating assistance for the bus and paratransit operations in Laredo, Texas. Expenses will also include for the response for COVID-19 necessary to operate, maintain, and manage the public transportation system. Operating expenses usually include such costs as drivers salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies for sanitizing of buses/vans, bus stops and shelters, benches and waiting areas. Operating expenses and maintenance expenses are basically your parts and labor to continue running normal bus service both fixed route and paratransit. No capital item will be procured.

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Activities to be performed: Funds will be use to cover all eligible operating expenses such as driver and other operations worker salaries, fuel, bus parts, and supplies including personal protective equipment and cleaning supplies in order to continue transit operations.

Expected Outcomes: Funding will permit the Laredo Transit to continue provide operations that would otherwise have to be cut due to lack of funding.

Intended Beneficiaries: The Laredo Transit and the riders that rely on its services will benefit from continued services, permitting workers to get to work and riders to essential services.

Subrecipient Activities: None.

Per the CRRSSA, the project in this application is not required to be programmed in the Long -Range Transportation Plan, Statewide Transportation Plan, or Statewide Transportation Improvement Program.

Note. Other funding available from application 2069-2021-4 which has not been awarded is still insufficient to cover eligible expenses within the period.

The grant will be using Pre-Award authority however since it is uncertain the award date LTMI estimated to use the total grant funds for the month of March 2022 thru April 2022.

The security requirement includes security lighting and contractual security services thus meeting the 1% requirement.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

### **Award Budget**

Total Award Budget: \$1,529,460.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$1,529,460.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$1,529,460.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$0.00

### **Award Budget Control Totals**

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
5307 - Urbanized Area Formula Grants (CRRSAA)	5307-8	20507	\$1,529,460
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$1,529,460</b>

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

### **U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:**

Review Decision: DOL Concur - Certified  
Original Certification Date: 2/23/2022

### **Special Conditions**



There are no special conditions.

## **FINDINGS AND DETERMINATIONS**

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

## **FTA AWARD OF THE GRANT AGREEMENT**

Awarded By:  
Gail Lyssy  
Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
Contact Info: gail.lyssy@dot.gov  
Award Date: 3/1/2022

## **EXECUTION OF THE GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

*LAREDO, CITY OF*

**ORDINANCE NO. 2022-O-050**

AUTHORIZING THE INTERIM CITY MANAGER TO APPROPRIATE FUNDS IN THE AMOUNT OF \$1,529,460 AWARDED BY THE FEDERAL TRANSIT ADMINISTRATION (FTA) FY21 CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT OF 2021 (CRRSAA) GRANT TX-2022-012-00 BY INCREASING REVENUES AND EXPENSES FOR THE FY2022 TRANSIT BUDGET. FUNDING IS PROVIDED THROUGH THE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT OF 2021 (CRRSSA)(H.R.133). FUNDING WILL BE DISPENSED AT A 100 PERCENT FEDERAL SHARE WITH NO LOCAL MATCH REQUIRED AND WILL BE AVAILABLE TO SUPPORT OPERATING ASSISTANCE AND MAINTENANCE FOR THE EL METRO BUS OPERATIONS.

**WHEREAS**, the City Council previously adopted the budget for fiscal year 2021-2022; and

**WHEREAS**, The City Council finds it to be in the best interests of the City of Laredo, Texas, to amend the FY 21-22 El Metro's Transit's Budget by appropriating revenues and expenses in the amount of \$1,529,460 awarded by FTA FY21 CRRSAA Grant TX-2022-012-00.

**WHEREAS**, a public hearing and introductory ordinance was held on March 21, 2022.

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

- Section 1.** The FY21-22 Transit Budget is hereby amended to appropriate funds in the amount of \$1,529,460 awarded by the Federal Transit Administration (FTA) CRRSASA Grant no. TX-2022-012-00 to support operating assistance and maintenance for the El Metro Bus operations.
- Section 2.** The funding will be dispensed at a 100% federal share with no local match required.
- Section 3.** The grant funds will be deposited in the City of Laredo Transit Budget accounts.

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

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PETE SAENZ  
MAYOR

ATTEST:

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JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

BY \_\_\_\_\_  
ANA SOPHIA GARCIA  
ASSISTANT CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Kristina L. Hale, Assistant  
City Manager

**Staff Source:** Tina Martinez, Community Development Director, Humberto Delgado,  
Municipal Housing Manager

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**SUBJECT**



**Prosperous and Affordable**

**2022-O-051** Amending the City of Laredo Noise Abatement Fund FY21-22 annual budget by increasing revenues and expenditures in the amount of \$75,000.00 and authorizing the Interim City Manager to execute all necessary documents related to the grant agreement between Frontier Energy, Inc. and the City of Laredo Municipal Housing for the AEP Central Division/Targeted Low-Income Program. The program will provide for the replacement of complete central air conditioning and heating units for at least 16 Noise Abatement home properties. The total project cost is \$105,000.00, which includes a City match of \$30,000.00. Funding for the grant match is available in the Noise Abatement Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

On March 21, 2022, City Council approved the Public Hearing and Introductory Ordinance to amend the City of Laredo Noise Abatement Fund FY21-22 Annual Budget by increasing revenues and expenditures in the amount of \$75,000.00 and authorizing the Interim City Manager to execute all necessary documents related to the grant agreement between Frontier Energy, Inc., and the City of Laredo Municipal Housing for the AEP Central Division/Targeted Low-Income Program.

**BACKGROUND**

The Laredo Municipal Housing (LMH) manages 204 single family dwellings for the Noise Abatement Program. The LMH has had the opportunity to work in partnership with AEP and AEP's consulting firm, Frontier Energy Inc., and plan on continuing energy efficiency improvements at the Noise Abatement homes. Frontier Energy, Inc. makes available grant assistance of up to \$7,541.00 per unit to cover the costs associated with the replacement and installation of new heating and cooling systems. The LMH received funds in FY 2021 from AEP/Frontier Energy, Inc. in the amount of \$143,000.00 from the Program Year 2020 Targeted Low-Income Weatherization

Program. Funds were utilized to replace HVAC systems at 3220 E. Frost and 3019 E. Ash apartments. LMH also received \$75,435.00 for the Program Year 2021 for the replacement of 19 HVAC units at 19 Noise Abatement properties. The Noise Abatement Lease Fund contributed \$44,565 for this program year project. Of the 204 Noise Abatement houses, around 30 will be selected to qualify within the program guidelines. Out of the 30 houses, around 16 will have the HVAC replaced, depending on total funding availability. AEP partnered with Frontier Energy, Inc., in order to oversee the disbursement of grant funds and to offer training on the AEP website to record, report, and request draw down funds as HVAC units are replaced. As part of the \$7,541.00 provided to each unit, the LMH will be allowed to collect an 8% administrative fee on actual costs.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends the approval of this Ordinance.

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**Fiscal Impact**

**Fiscal Year:** 2021-2022  
**Budgeted Y/N?:** N  
**Source of Funds:** 2022 AEP-FRONTIER GRANT  
**Account #:** 257-  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Funds to be appropriated as follows: Annual Amended Line Item Name Appropriation  
Amendment Budget Revenues: Frontier-AEP Grant 0 75,000 75,000 257- Expenses:  
Frontier-AEP Grant 0 75,000 75,000 257-

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**Attachments**

Ord. 2022-O-051

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**ORDINANCE NO. 2022-O-051**

**AMENDING THE CITY OF LAREDO NOISE ABATEMENT FUND FY 2021-2022 ANNUAL BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF \$75,000 AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THE GRANT AGREEMENT BETWEEN FRONTIER ENERGY, INC. AND THE CITY OF LAREDO MUNICIPAL HOUSING FOR THE AEP CENTRAL DIVISION/TARGETED LOW-INCOME PROGRAM. THE PROGRAM WILL PROVIDE FOR THE REPLACEMENT OF COMPLETE CENTRAL AIR CONDITIONING AND HEATING UNITS FOR AT LEAST 16 NOISE ABATEMENT HOME PROPERTIES. THE TOTAL PROJECT COST IS \$105,000, WHICH INCLUDES A CITY MATCH OF \$30,000. FUNDING FOR THE GRANT MATCH IS AVAILABLE IN THE NOISE ABATEMENT FUND.**

**WHEREAS**, Frontier Energy, Inc., a Texas Limited Liability Company and the Laredo Municipal Housing (LMH) will enter into agreement to participate in the 2022 AEP Targeted Low-Income Program, in order to undertake energy efficiency improvements to at least 16 Noise Abatement home properties;

**WHEREAS**, Tenants residing at these Noise Abatement homes may benefit from reduction in cooling and heating costs due to energy efficiency improvements;

**WHEREAS**, The Laredo Municipal Housing shall go out on bids to contract for the weatherization and replacement of complete central air conditioning and heating units to at least 16 Noise Abatement home properties;

**WHEREAS**, Frontier Energy Inc., will continue to assist and train staff at the LMH on the AEP website to record, report and request drawdown funds as HVAC units are replaced.

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

**Section 1:** Amending the City of Laredo Noise Abatement Fund FY 2021-2022 budget by appropriating additional revenues and expenditures in the amount of \$75,000 for the AEP Targeted Low-Income Grant Program.

**Section 2:** Authorizing the Interim City Manager to execute all necessary documents related to the AEP Targeted Low-Income Grant Program.

**Section 3:** This Ordinance shall become effective upon passage thereof.

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

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**PETE SAENZ  
MAYOR**

**ATTEST:**

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

**APPROVED AS TO FORM:**

**SYLVIA BORUNDA-FIRTH  
INTERIM CITY ATTORNEY**

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**BY: ANA SOPHIA GARCIA  
ASSISTANT CITY ATTORNEY**

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Riazul Mia, Assistant City  
Manager

**Staff Source:** Juan J. Gomez, Jr.

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**SUBJECT**

**2022-O-052** Authorizing the Interim City Manager to amend the City of Laredo FY21-22 Max A. Mandel Municipal Golf Course budget by appropriating revenues and expenditures in the amount of \$80,000.00. Revenues are from funds generated by the Max Mandel Golf Course charges for the Capital Replacement Project. Funds will be used for the acquisition of equipment necessary for the maintenance of the Max A. Mandel Municipal Golf Course.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

Public Hearing and Introductory Ordinance was presented and approved by City Council on March 21, 2022.

**BACKGROUND**

Funds will be used to replace pumps for irrigation at the golf course.

**COMMITTEE RECOMMENDATION**

Introduced and recommended by the Max A. Mandel Committee on January 27, 2022.

**STAFF RECOMMENDATION**

Staff recommends the approval of this ordinance.

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**Fiscal Impact**

**Fiscal Year:** 2022

**Budgeted Y/N?:** Y

**Source of Funds:** Max Mandel Capital Replac

**Account #:** 266-0000-222-0260

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Funds will be reflected in the Max Mandel Fund 266.



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## Attachments

Max Appropriation

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ORDINANCE 2022-O-052

AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO FY 2021- 2022 MAX A. MANDEL MUNICIPAL GOLF COURSE BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF \$80,000.00. REVENUES ARE FROM FUNDS GENERATED BY THE MAX MANDEL GOLF COURSE CHARGES FOR CAPITAL REPLACEMENT PROJECT. FUNDS WILL BE USED FOR THE AQUITION OF EQUIPMENT NECESSARY FOR THE MAX A. MANDEL MUNICIPAL GOLF COURSE.

WHEREAS, the Max A. Mandel budget for the fiscal year 2021- 2022 was adopted by the City of Laredo on September 20, 2021; and

WHEREAS, available funds are derived from capital replacement project fees collected by the Max Mandel Golf Course; and

WHEREAS, in order to purchase the necessary equipment needed for the maintenance of the facility the amount of \$80,000.00 is hereby appropriated.

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

Section 1: The City Manager is hereby authorized to amend the Max A. Mandel Municipal Golf Course Fund FY 2021-2022 budget by appropriating revenues and expenditures the amount of \$80,000.00.

Section 2: This ordinance shall take effect as and from the date of passage.

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

\_\_\_\_\_  
PETE SAENZ, MAYOR

ATTEST:

\_\_\_\_\_  
JOSE A. VALDEZ, JR., CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
SYLVIA BORUNDA FIRTH, ACTING CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Samuel K. Selman, Interim  
City Manager

**Initiated By:** Rosario C. Cabello, Deputy City Manager

**Staff Source:** Jose F. Castillo, Acting Finance Director

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**SUBJECT**

**2022-O-053** Amending the City of Laredo's FY21-22 Bridge System Construction Fund by appropriating revenues and expenditures in the amount of \$4,325,000.00 for the City's participation and contribution to a joint project with the Texas Department of Transportation and specifically the contribution of Right-of-Way funds for highway improvements on North US 59 Loop (formerly known as State Loop 20 and Bob Bullock Loop) including the segment from East Corridor Road (Airport) to 0.36 mile South of University Blvd, from 0.36 miles South of University Blvd. to 0.51 miles South of Shiloh Drive and from 0.51 miles South of Shiloh Drive to International Blvd. Funding for this project is from the State Infrastructure Bank Loan.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

Resolution approving filing of State Infrastructure Bank was approved on April 26, 2021. City Council approved and executed State Infrastructure Bank loan agreement on February 7, 2022.

Public hearing and introduction of an ordinance held on March 24, 2022.

**BACKGROUND**

The Texas Department of Transportation is developing a project in Webb County to reconstruction US 59 Loop (CJS #0086-14-091, 0086-14-092, and 0086-14-083). The City is participating in the project by acquiring right of way necessary for the project pursuant to the Agreement to Contribute Right of Way dated September 22, 2017, and Supplemental Agreement #1 dated October 21, 2020.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Conduct final reading of ordinance.

---

**Fiscal Impact**

**Fiscal Year:** 2022  
**Budgeted Y/N?:** N  
**Source of Funds:** SIB Loan  
**Account #:** 553-4050

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Amended Budget Amendment Budget SIB Proceeds - 4,325,000 4,325,000  
Contributions 7,461,283 4,325,000 11,786,283

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**Attachments**

Ordinance 2022-O053

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**ORDINANCE 2022-O-053**

**ORDINANCE 2022-O-053 AMENDING THE CITY OF LAREDO'S FY 2022 BRIDGE SYSTEM CONSTRUCTION FUND BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF \$4,325,000.00 FOR THE CITY'S PARTICIPATION AND CONTRIBUTION TO A JOINT PROJECT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR HIGHWAY IMPROVEMENTS ON NORTH US 59 LOOP (FORMERLY KNOWN AS STATE LOOP 20 AND BOB BULLOCK LOOP). FUNDING FOR THIS PROJECT IS FROM THE STATE INFRASTRUCTURE BANK LOAN.**

**WHEREAS**, the Bridge System Construction Fund for fiscal year 2022 were adopted by the City Council on September 20, 2021; and

**WHEREAS**, Bridge System Construction Fund received a State Infrastructure Bank Loan for \$4,325,000 for fiscal year 2022 from the Texas Department of Transportation; and

**WHEREAS**, the funding is available to be appropriated at this time.

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

**Section 1:** The Bridge System Construction Fund is amended to appropriate revenues and expenses by \$4,325,000.

**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:**

\_\_\_\_\_  
**SYLVIA BORUNDA-FIRTH  
INTERIM CITY ATTORNEY**

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Riazul Mia, Assistant City  
Manager

**Staff Source:** Juan J. Gomez, Jr.

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**SUBJECT**

**2022-O-054** Authorizing the Interim City Manager to accept and amend the City of Laredo FY21-22 Capital Improvement Fund by appropriating revenues and expenditures in the total amount of \$40,000.00. Revenues are from three donations; \$20,000.00 provided by Pinnacle, \$10,000.00 provided by San Isidro Management and \$10,000.00 provided by Fasken Oil and Ranch LTD. The expenditures will be utilized for the Fasken Tree House Improvements.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

Public Hearing and Introductory Ordinance was presented and approved by City Council on March 21, 2022.

**BACKGROUND**

The City of Laredo entered into a contract with Celso Construction on July 1, 2020, for Fasken Community Center Amenities. On November 23, 2021, the City of Laredo received notice from Cortez Studio, the Artist who is constructing the Fasken Tree House stating due to raw materials cost increases and other unexpected expenses involved with the project, the initial cost would increase by \$84,440.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends approval of this ordinance.

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**Fiscal Impact**

<b>Fiscal Year:</b>	2022
<b>Budgeted Y/N?:</b>	N
<b>Source of Funds:</b>	Contributions

**Account #:** Capital Improvements Fund

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

FY 2022 Amended Budget Amendment Budget Revenues Contributions 512,412  
40,000 552,412 Expenses Fasken Treehouse -0- 40,000 40,000

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**Attachments**

- Pinnacle
  - San Isidro
  - Fasken
-



## **FASKEN TREEHOUSE DONATION AGREEMENT**

This Fasken Treehouse Donation Agreement (the "Agreement") is made and entered into as of the Effective Date by and among the City of Laredo, a municipal corporation (the "City") and Pinnacle (the "Donor"). The City and the Donor are each referred to herein as a "Party" and collectively as the "Parties."

### **RECITALS**

**WHEREAS**, the City owns and operates the park and improvements known as the Fasken Recreation Center and Park, approximately 20.54 acres, located at 15201 Cerralvo Drive (the "Park"); and

**WHEREAS**, the Fasken Tree House Project was approved by City Council on June 15, 2020, the project has increased in cost by \$84,440. Pinnacle has agreed to donate to the City of Laredo \$20,000.00 for the Fasken Tree House Project improvements.

**WHEREAS**, Mr. \_\_\_\_\_ of Pinnacle is aware of the Tree House project that is underway at the Park for general public use and has offered to donate \$20,000 to the City for use toward the project completion; and

**WHEREAS**, through the terms of this Agreement, the Donor desires to contribute \$20,000 (the "Donation") to the City of Laredo towards the project completion of the Tree House (the "Project"); and

**WHEREAS**, the Parties intend this Agreement to set forth each Party's responsibilities and obligations in connection with the Donation and its use for the Project;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, it is agreed between the parties as follows:

### **I. PURPOSE**

1.1 The Parties have determined that the Donor will provide a donation of \$20,000 to the City for the completion of the Fasken Tree House Improvements at Fasken Park.

### **II. TERM**

2.1 This Agreement shall commence on April 5, 2022, and continue until the Project is completed, at which time this Agreement shall terminate.

### **III. OBLIGATIONS OF THE DONOR**

3.1 The Donor shall contribute to the City an amount of \$20,000.00 to be paid in full no later than 30 days after the effective date of this Agreement, solely for the use by the City in

connection with the Fasken Tree House Improvements at Fasken Park, generally as set forth in **Exhibit 1**, attached hereto and incorporated herein by reference.

3.2 Contingent on his availability, the Donor may participate in a ground-breaking ceremony or such other presentation announcing the Donation, the date and specifics of which will be determined by the City in consultation with the Donor.

#### **IV. OBLIGATIONS OF THE CITY**

4.1 Upon receipt of the Donation, the City will deposit the Donation in the City's account established for the Project and limit use of the Donation to hard costs associated with the Project.

4.2 If the Donor does not provide the Donor funds to pay as provided for by Section 3.1, the City is not obligated to continue the construction of the Tree House at Fasken Park.

4.3 Upon request by the Donor or his representative, the City will provide updates on the progress of the Project and the specific use of the Donation in connection therewith, and subject to availability, attend site visits to the location of the Project in Fasken Park.

4.4 The City will provide the Donor with 30-days advance notice of the ceremonies or presentations referenced in Section 3.2 and provide logistical support to the Donor in connection with such activities.

#### **V. OWNERSHIP AND OPERATION**

5.1. Donor acknowledges that the Tree House is the property of the City and will be for use by the general public. Donor shall have no ownership, special use rights or other rights or interests in the Tree House.

5.2 Donor understands that the City will establish the rules, hours of operation and may program events at its discretion and will enforce such rules and city ordinances as determined by the city to be in the best interests of the City.

#### **VI. MEDIA**

6.1 All press releases or other public communications of any nature whatsoever relating to the subject matter of this Agreement, and the method of the release for publication thereof, will be subject to the prior mutual approval in writing of the Parties. Notwithstanding anything herein to the contrary, each Party has the right to publicly disclose this Agreement and its subject matter as required by applicable laws without the prior written approval of the other Parties.

#### **VII. NOTICE**

7.1 Any notice or communication required or permitted hereunder shall be given in writing, sent

by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

**If to the City:**

Samuel Keith Selman  
Interim City Manager  
City of Laredo  
1110 Houston Street  
Laredo, Texas 78040

With copies to:  
Juan J. Gomez, Jr.  
Parks and Recreation Department Director  
2201 Piedra China  
Laredo, Texas 78043

**If to the Donor:**

Mr. \_\_\_\_\_,  
Pinnacle

\_\_\_\_\_

**VIII. APPLICABLE LAW**

8.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN WEBB COUNTY, TEXAS.

8.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of Laredo, Webb County, Texas.

**IX. COMPLIANCE WITH LAWS**

9.1 Each party will comply with all applicable federal, state and local laws, rules and regulations which may apply to the performance of their respective obligations under this Agreement.

**X. AMENDMENTS**

10.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be affected by an amendment, in writing, executed by the Parties.

**XI. SEVERABILITY**

11.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Laredo, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

**XII. LEGAL AUTHORITY**

12.1 The signatories to this Agreement represent, warrant, assure and guarantee that they have full legal authority to execute this Agreement on behalf of the party for which they are signing and to bind such party to all of the terms, conditions, provisions and obligations herein contained.

**XIII. ENTIRE AGREEMENT**

13.1 This Agreement, together with its authorizing resolution and its exhibits, if any, constitute the final and entire Agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with this Agreement. This Agreement shall supersede any and all prior written and oral agreements between the Parties.

**XIV. COUNTERPARTS**

14.1 For convenience of the parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

**THE CITY OF LAREDO**

**PINNACLE**

**BY:** \_\_\_\_\_  
**SAMUEL KEITH SELMAN,**  
**INTERIM CITY MANAGER**

**BY:** \_\_\_\_\_  
,

**ATTESTED:**

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

**APPROVED AS TO FORM:**

**SYLVIA BORUNDA FIRTH**  
**ACTING CITY ATTORNEY**

**BY:** \_\_\_\_\_  
**ANA SOPHIA GARCIA**  
**ASSISTANT CITY ATTORNEY**



**EXHIBIT 1**

## **FASKEN TREEHOUSE DONATION AGREEMENT**

This Fasken Treehouse Donation Agreement (the "Agreement") is made and entered into as of the Effective Date by and among the City of Laredo, a municipal corporation (the "City") and San Isidro Group (the "Donor"). The City and the Donor are each referred to herein as a "Party" and collectively as the "Parties."

### **RECITALS**

**WHEREAS**, the City owns and operates the park and improvements known as the Fasken Recreation Center and Park, approximately 20.54 acres, located at 15201 Cerralvo Drive (the "Park"); and

**WHEREAS**, the Fasken Tree House Project was approved by City Council on June 15, 2020, the project has increased in cost by \$84,440. San Isidro Group has agreed to donate to the City of Laredo \$10,000.00 for the Fasken Tree House Project improvements.

**WHEREAS**, Mr. Bill Skeen of San Isidro Group is aware of the Tree House project that is underway at the Park for general public use and has offered to donate \$10,000 to the City for use toward the project completion; and

**WHEREAS**, through the terms of this Agreement, the Donor desires to contribute \$10,000 (the "Donation") to the City of Laredo towards the project completion of the Tree House (the "Project"); and

**WHEREAS**, the Parties intend this Agreement to set forth each Party's responsibilities and obligations in connection with the Donation and its use for the Project;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, it is agreed between the parties as follows:

### **I. PURPOSE**

1.1 The Parties have determined that the Donor will provide a donation of \$10,000 to the City for the completion of the Fasken Tree House Improvements at Fasken Park.

### **II. TERM**

2.1 This Agreement shall commence on April 5, 2022, and continue until the Project is completed, at which time this Agreement shall terminate.

### **III. OBLIGATIONS OF THE DONOR**

3.1 The Donor shall contribute to the City an amount of \$10,000.00 to be paid in full no later than 30 days after the effective date of this Agreement, solely for the use by the City in

connection with the Fasken Tree House Improvements at Fasken Park, generally as set forth in **Exhibit 1**, attached hereto and incorporated herein by reference.

3.2 Contingent on his availability, the Donor may participate in a ground-breaking ceremony or such other presentation announcing the Donation, the date and specifics of which will be determined by the City in consultation with the Donor.

#### **IV. OBLIGATIONS OF THE CITY**

4.1 Upon receipt of the Donation, the City will deposit the Donation in the City's account established for the Project and limit use of the Donation to hard costs associated with the Project.

4.2 If the Donor does not provide the Donor funds to pay as provided for by Section 3.1, the City is not obligated to continue the construction of the Tree House at Fasken Park.

4.3 Upon request by the Donor or his representative, the City will provide updates on the progress of the Project and the specific use of the Donation in connection therewith, and subject to availability, attend site visits to the location of the Project in Fasken Park.

4.4 The City will provide the Donor with 30-days advance notice of the ceremonies or presentations referenced in Section 3.2 and provide logistical support to the Donor in connection with such activities.

#### **V. OWNERSHIP AND OPERATION**

5.1. Donor acknowledges that the Tree House is the property of the City and will be for use by the general public. Donor shall have no ownership, special use rights or other rights or interests in the Tree House.

5.2 Donor understands that the City will establish the rules, hours of operation and may program events at its discretion and will enforce such rules and city ordinances as determined by the city to be in the best interests of the City.

#### **VI. MEDIA**

6.1 All press releases or other public communications of any nature whatsoever relating to the subject matter of this Agreement, and the method of the release for publication thereof, will be subject to the prior mutual approval in writing of the Parties. Notwithstanding anything herein to the contrary, each Party has the right to publicly disclose this Agreement and its subject matter as required by applicable laws without the prior written approval of the other Parties.

#### **VII. NOTICE**

7.1 Any notice or communication required or permitted hereunder shall be given in writing, sent



by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

**If to the City:**

Samuel Keith Selman  
Interim City Manager  
City of Laredo  
1110 Houston Street  
Laredo, Texas 78040

With copies to:  
Juan J. Gomez, Jr.  
Parks and Recreation Department Director  
2201 Piedra China  
Laredo, Texas 78043

**If to the Donor:**

Mr. Bill Skeen,  
San Isidro Group

---

**VIII. APPLICABLE LAW**

8.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN WEBB COUNTY, TEXAS.

8.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of Laredo, Webb County, Texas.

**IX. COMPLIANCE WITH LAWS**

9.1 Each party will comply with all applicable federal, state and local laws, rules and regulations which may apply to the performance of their respective obligations under this Agreement.

**X. AMENDMENTS**

10.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be affected by an amendment, in writing, executed by the Parties.

## **XI. SEVERABILITY**

11.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Laredo, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

## **XII. LEGAL AUTHORITY**

12.1 The signatories to this Agreement represent, warrant, assure and guarantee that they have full legal authority to execute this Agreement on behalf of the party for which they are signing and to bind such party to all of the terms, conditions, provisions and obligations herein contained.

## **XIII. ENTIRE AGREEMENT**

13.1 This Agreement, together with its authorizing resolution and its exhibits, if any, constitute the final and entire Agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with this Agreement. This Agreement shall supersede any and all prior written and oral agreements between the Parties.

## **XIV. COUNTERPARTS**

14.1 For convenience of the parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

**THE CITY OF LAREDO**

**SAN ISIDRO GROUP**

**BY:** \_\_\_\_\_  
**SAMUEL KEITH SELMAN,**  
**INTERIM CITY MANAGER**

**BY:** \_\_\_\_\_  
**BILL SKEEN,**

**ATTESTED:**

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

**APPROVED AS TO FORM:**

**SYLVIA BORUNDA FIRTH**  
**ACTING CITY ATTORNEY**

**BY:** \_\_\_\_\_  
**ANA SOPHIA GARCIA**  
**ASSISTANT CITY ATTORNEY**



**EXHIBIT 1**

## **FASKEN TREEHOUSE DONATION AGREEMENT**

This Fasken Treehouse Donation Agreement (the "Agreement") is made and entered into as of the Effective Date by and among the City of Laredo, a municipal corporation (the "City") and Fasken Group (the "Donor"). The City and the Donor are each referred to herein as a "Party" and collectively as the "Parties."

### **RECITALS**

**WHEREAS**, the City owns and operates the park and improvements known as the Fasken Recreation Center and Park, approximately 20.54 acres, located at 15201 Cerralvo Drive (the "Park"); and

**WHEREAS**, the Fasken Tree House Project was approved by City Council on June 15, 2020, the project has increased in cost by \$84,440. Fasken Group has agreed to donate to the City of Laredo \$10,000.00 for the Fasken Tree House Project improvements.

**WHEREAS**, Mr. Bill Skeen of Fasken Group is aware of the Tree House project that is underway at the Park for general public use and has offered to donate \$10,000 to the City for use toward the project completion; and

**WHEREAS**, through the terms of this Agreement, the Donor desires to contribute \$10,000 (the "Donation") to the City of Laredo towards the project completion of the Tree House (the "Project"); and

**WHEREAS**, the Parties intend this Agreement to set forth each Party's responsibilities and obligations in connection with the Donation and its use for the Project;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, it is agreed between the parties as follows:

### **I. PURPOSE**

1.1 The Parties have determined that the Donor will provide a donation of \$10,000 to the City for the completion of the Fasken Tree House Improvements at Fasken Park.

### **II. TERM**

2.1 This Agreement shall commence on April 5, 2022, and continue until the Project is completed, at which time this Agreement shall terminate.

### **III. OBLIGATIONS OF THE DONOR**

3.1 The Donor shall contribute to the City an amount of \$10,000.00 to be paid in full no later than 30 days after the effective date of this Agreement, solely for the use by the City in

connection with the Fasken Tree House Improvements at Fasken Park, generally as set forth in **Exhibit 1**, attached hereto and incorporated herein by reference.

3.2 Contingent on his availability, the Donor may participate in a ground-breaking ceremony or such other presentation announcing the Donation, the date and specifics of which will be determined by the City in consultation with the Donor.

#### **IV. OBLIGATIONS OF THE CITY**

4.1 Upon receipt of the Donation, the City will deposit the Donation in the City's account established for the Project and limit use of the Donation to hard costs associated with the Project.

4.2 If the Donor does not provide the Donor funds to pay as provided for by Section 3.1, the City is not obligated to continue the construction of the Tree House at Fasken Park.

4.3 Upon request by the Donor or his representative, the City will provide updates on the progress of the Project and the specific use of the Donation in connection therewith, and subject to availability, attend site visits to the location of the Project in Fasken Park.

4.4 The City will provide the Donor with 30-days advance notice of the ceremonies or presentations referenced in Section 3.2 and provide logistical support to the Donor in connection with such activities.

#### **V. OWNERSHIP AND OPERATION**

5.1. Donor acknowledges that the Tree House is the property of the City and will be for use by the general public. Donor shall have no ownership, special use rights or other rights or interests in the Tree House.

5.2 Donor understands that the City will establish the rules, hours of operation and may program events at its discretion and will enforce such rules and city ordinances as determined by the city to be in the best interests of the City.

#### **VI. MEDIA**

6.1 All press releases or other public communications of any nature whatsoever relating to the subject matter of this Agreement, and the method of the release for publication thereof, will be subject to the prior mutual approval in writing of the Parties. Notwithstanding anything herein to the contrary, each Party has the right to publicly disclose this Agreement and its subject matter as required by applicable laws without the prior written approval of the other Parties.

#### **VII. NOTICE**

7.1 Any notice or communication required or permitted hereunder shall be given in writing, sent

by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

**If to the City:**

Samuel Keith Selman  
Interim City Manager  
City of Laredo  
1110 Houston Street  
Laredo, Texas 78040

With copies to:  
Juan J. Gomez, Jr.  
Parks and Recreation Department Director  
2201 Piedra China  
Laredo, Texas 78043

**If to the Donor:**

Mr. Bill Skeen,  
Fasken Group

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**VIII. APPLICABLE LAW**

8.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN WEBB COUNTY, TEXAS.

8.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of Laredo, Webb County, Texas.

**IX. COMPLIANCE WITH LAWS**

9.1 Each party will comply with all applicable federal, state and local laws, rules and regulations which may apply to the performance of their respective obligations under this Agreement.

**X. AMENDMENTS**

10.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be affected by an amendment, in writing, executed by the Parties.

**XI. SEVERABILITY**

11.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Laredo, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

**XII. LEGAL AUTHORITY**

12.1 The signatories to this Agreement represent, warrant, assure and guarantee that they have full legal authority to execute this Agreement on behalf of the party for which they are signing and to bind such party to all of the terms, conditions, provisions and obligations herein contained.

**XIII. ENTIRE AGREEMENT**

13.1 This Agreement, together with its authorizing resolution and its exhibits, if any, constitute the final and entire Agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with this Agreement. This Agreement shall supersede any and all prior written and oral agreements between the Parties.

**XIV. COUNTERPARTS**

14.1 For convenience of the parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

**THE CITY OF LAREDO**

**FASKEN GROUP**

**BY:** \_\_\_\_\_  
**SAMUEL KEITH SELMAN,**  
**INTERIM CITY MANAGER**

**BY:** \_\_\_\_\_  
**BILL SKEEN,**

**ATTESTED:**



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

**APPROVED AS TO FORM:**

**SYLVIA BORUNDA FIRTH**  
**ACTING CITY ATTORNEY**

**BY:** \_\_\_\_\_  
**ANA SOPHIA GARCIA**  
**ASSISTANT CITY ATTORNEY**



**EXHIBIT 1**

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Kristina L. Hale, Assistant  
City Manager

**Staff Source:** Maria G. Soliz

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**SUBJECT**

**2022-O-055** Authorizing the Interim City Manager to enter into a lease agreement with Literacy Volunteers of Laredo for use of approximately 279 sq. ft. of office space identified as A102 located at the Lamar Bruni Vergara Inner City Branch Library; and providing for an effective date.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

Resolution No. 2005-R-085 (September 6, 2005)

**BACKGROUND**

Prior to 2005, Literacy Volunteers of Laredo and the City of Laredo - Public Library had a verbal agreement to provide literacy instruction to adults with limited reading, writing, and/or limited English proficiency skills within the City of Laredo. A non-financial agreement formalized the longstanding relationship between the two agencies in 2005. Currently, Literacy Volunteers of Laredo finds itself in need of office space. This agreement will be mutually beneficial to both entities and will make available greater resources to the public and help eliminate illiteracy in our community.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Recommend approval of the Ordinance.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

City of Laredo - Public Library is providing use of facilities at no cost to Literacy Volunteers of Laredo.

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**Attachments**

Ordinance LVL

LVL Agreement

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**ORDINANCE NO. 2022-O-055**

**AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH LITERACY VOLUNTEERS OF LAREDO FOR USE OF APPROXIMATELY 279 SQ. FT OF OFFICE SPACE IDENTIFIED AS A102 LOCATED AT THE LAMAR BRUNI VERGARA, INNER CITY BRANCH LIBRARY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Laredo operates the Laredo Public Library to help meet the diverse informational, educational, and recreational needs of its residents; and

**WHEREAS**, the mission of the Literacy Volunteers of Laredo is to foster literacy skills and support the growth of adult literacy students by providing advocacy, volunteer training workshops, adult literacy sessions and other services to literacy participants; and

**WHEREAS**, the governing bodies for each party find that this Agreement for in-kind exchange of services is mutually advantageous and a joint cooperation will make available greater resources to seekers of adult literacy services thereby promoting independence and self-sufficiency and thus job creation for the local economy.

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

**SECTION 1:** The City of Council hereby approves and authorizes the Interim City Manager to execute a Lease Agreement with Literacy Volunteers of Laredo for use of approximately 279 sq. ft. of office space identified as A102 located at the Lamar Bruni Vergara, Inner City Branch Library.

**SECTION 2:** This Ordinance shall take effect immediately from and after its passage.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS 4<sup>th</sup> DAY OF APRIL 2022.**

---

PETE SAENZ  
MAYOR

ATTEST:

---

JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

---

ANA SOPHIA GARCIA  
ASSISTANT CITY ATTORNEY

**STATE OF TEXAS  
COUNTY OF WEBB**

**KNOW ALL BY THESE PRESENT:**

**LEASE AGREEMENT FOR USE OF FACILITIES  
BETWEEN THE CITY OF LAREDO AND  
LITERACY VOLUNTEERS OF LAREDO**

This Lease Agreement ("Agreement") is entered between **CITY OF LAREDO**, a municipal corporation and political subdivision of the State of Texas, ("**CITY**"), acting by and through its City Council and City Manager or his designee, and the **BOARD OF REGENTS OF THE LITERACY VOLUNTEERS OF LAREDO**, a local non-profit organization for the use and benefit of **LITERACY VOLUNTEERS OF LAREDO**, a member of **PROLITERACY**, for the benefit of its Literacy Volunteers of Laredo (**LVL**) (sometimes collectively referred to as the "Parties" or individually referred to as the "Party"). This Agreement shall be effective on the date it is executed by all the Parties hereto.

**I. RECITALS**

**WHEREAS**, the City of Laredo operates the Laredo Public Library to help meet the diverse informational, educational, and recreational needs of its residents; and

**WHEREAS**, the mission of the Literacy Volunteers of Laredo is to foster literacy skills and support the growth of adult literacy students by providing advocacy, volunteer training workshops, adult literacy class sessions and other services to literacy participants; and

**WHEREAS**, the governing bodies for each party find that this Agreement for in-kind exchange of services is mutually advantageous and a joint cooperation will make available greater resources to seekers of adult literacy services thereby promoting independence and self-sufficiency and thus job creation for the local economy.

**NOW THEREFORE**, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

**II. GENERAL OBLIGATIONS OF CITY**

- (a) **CITY** shall provide **LVL** approximately 279 sq. ft. of furnished office space identified as A102 (the "Premises") at the Lamar Bruni Vergara Inner City Branch Library located at 202 W. Plum Street in Laredo, Texas 78040;
- (b) **CITY** shall, upon request and when available, allow **LVL** additional use of classroom, meeting space and lab rooms to conduct workshops, seminars and conferences,

- (c) **CITY** shall provide **LVL** educational resources and information support (databases, books and periodicals) and an updated calendar listing of work hours and scheduled holidays.
- (d) **CITY** shall offer information to area residents concerning **LVL's** services and make appropriate referrals to **LVL**;
- (e) **CITY** shall pay the cost of utilities for the Premises and provide telephone conduits for telecommunication and internet services; and
- (f) **CITY** shall provide janitorial services to Premises and periodic extermination services to eradicate pests.

### **III. GENERAL OBLIGATIONS OF LVL**

- (a) **LVL** shall use the Premises exclusively as an office for the coordination of responsibilities and to provide free adult literacy classes, workshops, ESL classes and citizenship/civics classes to adult literacy participants and potential people seeking to improve their education;
- (b) **LVL** shall furnish an executive director, office personnel, qualified trained volunteer tutors, supplies, and materials needed for conducting ESL and/or basic reading tutoring programs;
- (c) **LVL** shall make available a calendar listing of available office hours and documentation on the number of participants and contact hours generated;
- (d) **LVL** shall not, without **CITY's** prior written consent, make any alterations or additions to the Premises. Any alterations or additions, including any fixtures or equipment which are installed to the interior or exterior of the Premises by either party, shall upon the termination of this Agreement for whatever reason become the property of **CITY** and be surrendered with the Premises. Notwithstanding the foregoing, **LVL** may install unattached, movable trade fixtures, and may remove same upon termination of this Agreement provided the fixtures are removed in a manner so as to cause as little damage, as is reasonably possible, to the Premises; and
- (e) **LVL** shall remove its equipment and personal property from the Premises on or before the termination date, and must leave the Premises clean and in a condition equal to the condition which existed at the commencement of this Agreement, normal wear and tear excepted.

#### **IV. TERM**

The term of this Agreement will commence upon execution by the CITY and LVL and will end on December 31, 2023, unless terminated sooner pursuant to this Agreement. Following the initial term, this Agreement shall automatically renew for a total of four (4) additional terms of one year each. This Agreement may be terminated for convenience at any time by either party by giving thirty (30) days' written notice to the other party.

#### **V. INDEMNIFICATION AND HOLD HARMLESS**

**IN CONSIDERATION OF BEING PERMITTED TO USE THE CITY OF LAREDO LAMAR BRUNI VERGARA INNER CITY BRANCH LIBRARY OFFICE SPACE, LITERACY VOLUNTEERS OF LAREDO PERSONAL REPRESENTATIVES OR ASSIGNS, DO HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE THE CITY OF LAREDO, TEXAS, TOGETHER WITH THEIR RESPECTIVE OFFICERS, DIRECTORS, FORMER AND PRESENT ELECTED AND APPOINTED OFFICIALS, LEGAL REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES (IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES), VOLUNTEERS, SUCCESSORS, AND ASSIGNS CITY OF LAREDO OF, FROM AND AGAINST ANY AND ALL LIABILITIES OF EVERY KIND, CLAIMS, CAUSES OF ACTION, WHETHER AT LAW OR IN EQUITY, IN CONTRACT OR TORT, UNDER STATUTORY OR COMMON LAW OR PURSUANT TO THE TEXAS OR UNITED STATES CONSTITUTION (INCLUDING ALL EXPENSES OF LITIGATION, COSTS, AND ATTORNEY'S FEES), KNOWN AND UNKNOWN, LOSSES, JUDGMENTS, FINES, DEMANDS, DAMAGES, LOSS OF USE OR SERVICES, OR INJURIES TO REAL AND/OR PERSONAL PROPERTY AND/OR PERSONS (INCLUDING DEATH) (COLLECTIVELY CLAIMS ), AND LITERACY VOLUNTEERS OF LAREDO FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY OF LAREDO, OF, FROM AND AGAINST ANY AND ALL CLAIMS ASSERTED BY ANY PERSON OR ENTITY AGAINST THE CITY OF LAREDO WHETHER ARISING OUT OF, TOUCHING UPON OR IN ANY WAY RELATING TO THE CITY OF LAREDO LAMAR BRUNI VERGARA INNER CITY BRANCH LIBRARY OFFICE SPACE AND/OR THE PRESENCE, MALFUNCTION, MAINTENANCE, ADDITION, SUBSTITUTION, USE OR CONDITION OF ANY TANGIBLE PERSONAL OR REAL PROPERTY OWNED, LEASED, OPERATED, OR UTILIZED BY LAREDO IN CONNECTION WITH THE CITY OF LAREDO LAMAR BRUNI VERGARA INNER CITY BRANCH LIBRARY OFFICE SPACE EVEN IF THE CLAIM IS THE RESULT OF THE ACTUAL OR ALLEGED SOLE NEGLIGENCE OF THE CITY OF LAREDO AND/OR THE RESULT OF THE ACTUAL OR ALLEGED NEGLIGENCE OF LAREDO, AND/OR THE ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE OF THE CITY OF LAREDO AND**



**ANY OTHER PERSON OR ENTITY, AND/OR THE ACTUAL OR ALLEGED STRICT, STATUTORY OR CONSTITUTIONAL LIABILITY OF THE CITY OF LAREDO.**

**VI. MISCELLANEOUS**

**(a) Maintenance.** CITY shall be responsible for reasonable maintenance of the Premises, provided, however, that CITY shall not be required to make any repairs occasioned by the act, omission, or negligence of LVL, its agents, invitee, contractors, or employees. In the event that the Premises should become in need of repairs required to be made by CITY, LVL shall give immediate written notice of the needed repairs to CITY. CITY shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice. CITY shall be responsible only for the cost of repairs required above, and not for any consequential or other damages resulting therefrom.

**(b) Signage.** Any exterior or interior signs desired by LVL shall be approved in writing by CITY prior to being erected.

**(c) Severability.** In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either CITY or LVL in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

**(d) Entire Agreement.** This Agreement represents the entire agreement between the Parties, and supersedes any and all prior agreements between the Parties, whether written or oral, relating to the subject of this Agreement.

**(e) Written Amendment.** Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party. No officer or employee of any of the Parties may waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the Party.

**(f) Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3<sup>rd</sup>) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed as follows:

**CITY:**                    **City of Laredo**  
**Laredo Public Library**  
**1120 East Calton Road**  
**Laredo, Texas 78041**  
**Phone: (956) 795-2400**  
**Attn: Maria G. Soliz, Director**

**LVL:**                    **Literacy Volunteers of Laredo**  
**P-10 Fort McIntosh**  
**Laredo, Texas 78040**  
**Phone: (956) 724-5207**  
**Attn: Gloria E. Vasquez, Director**

**WITH COPIES TO:** **City of Laredo**  
**Office of the City Manager**  
**ATT: Samuel Keith Selman, Interim City Manager**  
**P.O. Box 579**  
**Laredo, Texas 78042**

**AND**

**LVL:**                    **Literacy Volunteers of Laredo**  
**P-10 Fort McIntosh**  
**Laredo, Texas 78040**  
**Phone: (956) 724-5207**  
**Attn: Gloria E. Vasquez, Director**

**(g) Non-Waiver.** Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

**(h) Successors.** This Agreement shall bind and benefit the Parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the **CITY** or **LVL** or any of its officer, agent or employee.

**(i) Validity and Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement continue in full force and effect.

**(j) No Third Parties Benefit.** This Agreement and all activities under this Agreement are solely for the benefit of the Parties and not the benefit of any third Party.

**(k) Governing Law and Venue.** This Agreement shall be covered by the laws of the State of Texas. This Agreement is performable in Webb County, Texas. Venue for any suit filed against City or LVL shall be in Webb County, Texas.

**(l) Warranty.** The Agreement has been officially authorized by the governing body of each Party, and each signatory to this Agreement represents that the signatory has full authority to execute the Agreement and to legally bind their respective party to this Agreement.

**(m) Insurance.** For the duration of this Agreement, LVL will submit and maintain proof of insurance coverage in accordance with the City's regulations as described fully in Exhibit A-Insurance Requirements. LVL agrees to provide any reasonable insurance coverage for this Contract and copies of applicable insurance policies and endorsements.

**EXECUTED** in duplicate originals on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF LAREDO:**

By: \_\_\_\_\_  
**Samuel Keith Selman**  
Interim City Manager

**ATTEST:**

\_\_\_\_\_  
**JOSE A. VALDEZ, JR.**  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**ANA SOPHIA GARCIA**  
Assistant City Attorney

## Exhibit A- Insurance Requirements

At its expense, Tenant shall maintain, during the Term of this Lease, fire and extended coverage insurance insuring Landlord's interest in the insurable portion of the improvements constituting a part of the Premises, in an amount which is not less than eighty percent (80%) of the fair market value thereof. Further, Tenant shall be responsible for providing, at Tenant's own expense, all insurance coverage necessary for the protection against loss or damage from fire or other casualty of Tenant's goods, furniture or property. Landlord shall be an insured party under such insurance coverage. Landlord shall obtain, at its sole cost and expense, loss of rent insurance.

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). Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Tenant obligations contained in the contract.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following-form. The Tenant may maintain reasonable and customary deductibles, subject to approval by the City of Laredo.

Any Subcontractor(s) hired by the Tenant shall maintain insurance coverage equal to that required of the Tenant. It is the responsibility of the Tenant to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

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, and contractual liability.

Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

With reference to the foregoing insurance requirement, the Tenant 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.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. 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.

4. 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.
5. 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.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Tenant may maintain reasonable and customary deductibles, subject to approval by the City of Laredo.
8. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City of Laredo.
3. Certificate Holder: City of Laredo, 1102 Bob Bullock Loop, Laredo, TX 78043.

Upon request, the Tenant shall furnish the City of Laredo with certified copies of all insurance policies. All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

If Tenant does not maintain all such insurance in full force and effect, Landlord may notify Tenant of such failure and, if Tenant does not deliver to Landlord within ten (10) calendar days after such notice certification showing all such insurance to be in full force and effect, Landlord may, at its option, procure the insurance necessary to comply herewith and pay the premiums on the items specified in such notice, and Tenant covenants to reimburse and pay Landlord upon demand, as additional Rent, any amount so paid or expended in the payment of the insurance premiums required hereby and specified in the notice.

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Kristina L. Hale, Assistant  
City Manager

**Initiated By:** Kristina L. Hale, Assistant City Manager

**Staff Source:** Gilberto Sanchez Jr., Interim Airport Director

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**SUBJECT**



**Prosperous and Affordable**

**2022-O-056** Authorizing the Interim City Manager to execute an amendment to the lease agreement between the City of Laredo, as Lessor, and Signature Flight Support, LLC, as Lessee, as approved by Ordinance No. 95-O-157 on August 7, 1995, and amendments approved by Ordinance No. 2020-O-155 on December 7, 2020, and Ordinance No. 2021-O-057 on February 1, 2021, to increase the lease premises from approximately 4,500 square feet to approximately 5,316 square feet and to increase the rent from \$3,669.75 to \$4,338.87 with an annual adjustment according to changes in the Consumer Price Index (CPI). All other terms and conditions remain unchanged and in effect.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

Ordinance No. 95-O-157, approved August 7, 1995

Ordinance No. 2020-O-155, approved December 7, 2020

Ordinance No. 2021-O-057, approved February 1, 2021

**BACKGROUND**

Signature Flight Support, LLC is a current tenant in good standing. Tenant currently leases 4,500 square foot tract of land located at the Laredo International Airport. The current lease term is for 37 years ending June 30, 2032.

Airport and Tenant have agreed to amend the current lease and by increasing the property square footage from 4,500 sq ft to 5,315 sq ft tract of land located at the Laredo International Airport and increasing the rent from \$3,669.75 to \$4,338.87 with an annual adjustment according to changes in the Consumer Price Index (CPI). All other terms and conditions remain unchanged and in effect.

**COMMITTEE RECOMMENDATION**

Airport Advisory Board recommends the approval of this Ordinance.

**STAFF RECOMMENDATION**

Staff recommends the approval of this Ordinance

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**Fiscal Impact**

**Fiscal Year:**

2022

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

242-0000-361-2070

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Funds are available through Laredo International Airport Operations:  
242-0000-361-2070

Current Rent: \$305.81 monthly - \$3,669.75 yearly

New Rent: \$361.57 monthly - \$4,338.87 yearly

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**Attachments**

Lease Amendment

Ordinance No. 2022-O-056

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

STATE OF TEXAS     )(

COUNTY OF WEBB    )(

**LEASE AMENDMENT**

This lease amendment is made and entered into by and between the City of Laredo, a home rule city hereinafter referred to as “LESSOR” and Signature Flight Support, LLC, hereinafter referred to as “LESSEE”.

On or about August 7, 1995, Ordinance No. 95-O-157, authorized to execute a certain lease agreement between the City of Laredo, Texas, a Texas Municipal Corporation (“LESSOR”), and Aero Center, Inc. (“LESSEE”), for two (20,000) gallon aboveground fuel storage tanks located on a 4,500 square foot tract of land at the Laredo International Airport. A true copy of the lease is attached as Exhibit “A”.

WHEREAS, on December 7, 2020 approved by Ordinance 2020-O-155 authorized to amend Ordinance No. 95-O-157 dated August 7, 1995, by amending the lease term to extend for an additional two (2) years to end on June 30, 2032 as approved on May 18, 2020 for the COVID-19 Economic Relief Program. All other terms and conditions remain unchanged and in effect.

WHEREAS, on February 1, 2021 approved by Ordinance 2021-O-041 authorized to amend Ordinance 95-O-157 dated August 7, 1995 by changing the name of LESSEE to Signature Flight Support LLC. All other terms and conditions remain unchanged and in effect.

WHEREAS, LESSOR and LESSEE agree to amend Ordinance No. 95-O-157 dated August 7, 1995 Section 1.01, Leased Area, by increasing from 4,500 square feet to 5,316 square feet tract of land at the Laredo International Airport. The current rent is \$3,669.75 and the new monthly rent shall be \$4,338.87 and will be adjusted annually according to changes in the Consumer Price Index (CPI). All other terms and conditions remain unchanged and in effect.

**WITNESSETH**

WHEREAS, the LESSOR currently owns and operates those premises known as the Laredo International Airport, sometimes referred to as "Airport" lying and situated within the incorporated limits of the City of Laredo, Webb County, Texas, and;

WHEREAS, the LESSOR has determined that it is advantageous to itself, its citizenry, and the operation of its airport to lease and demise premises located on the airport to the LESSEE together with certain rights, privileges, and uses;

NOW, THEREFORE, THE LESSOR and LESSEE for and in consideration of the covenants and agreements embodied below, do hereby covenant and agree as follows:

Amending Section 1.01 Leased Area

LESSOR and LESSEE agree to agree that effective on the date of execution the current leased premises will increase from 4,500 square feet to 5,316 square feet tract of land at the Laredo International Airport.

Amending Section 1.03 Rental Obligation

LESSOR and LESSEE agree the new monthly rent shall be Four Thousand Three Hundred Thirty-Eight Dollars and Eighty-Seven cents (\$4,338.87) and will be adjusted annually according to changes in the Consumer Price Index (CPI). All other terms and conditions remain unchanged and in effect.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**LESSOR:**  
CITY OF LAREDO  
A MUNICIPAL CORPORATION

BY: \_\_\_\_\_  
SAMUEL KEITH SELMAN  
INTERIM CITY MANAGER

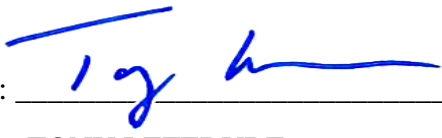
ATTEST:

BY: \_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:


BY: \_\_\_\_\_  
SYLVIA BORUNDA-FIRTH  
ACTING CITY ATTORNEY

**LESSEE:**  
SIGNATURE FLIGHT SUPPORT LLC

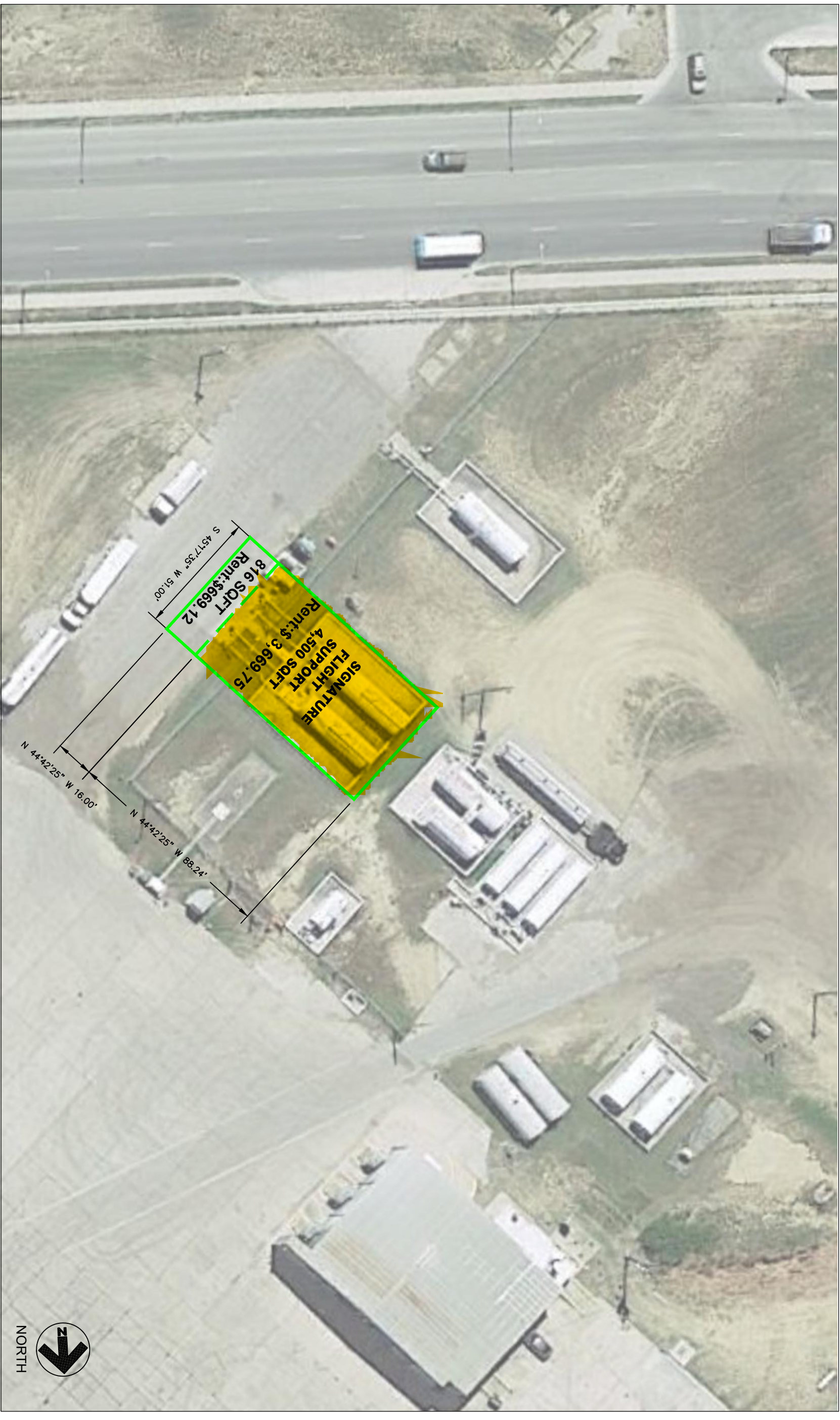
BY:  \_\_\_\_\_

TONY LEFEBVRE  
CEO

**APPROVED AS TO FORM:**

 01-20-2022  
\_\_\_\_\_

**LEGAL DEPARTMENT**



LEGEND  
 — CURRENT LEASE LINE (4,500 SF)  
 — NEW LEASE LINE (6,316 SF)

ORD NO. 95-O-157



Laredo International Airport  
 Laredo, Texas

DATE: 07/28/2021  
 DRAWN BY/REVIEWED BY: ALL/JEH  
 SCALE: 1" = 40'

FUEL FARM PARCELS

**ORDINANCE 2022-O- 056**

**AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF LAREDO, AS LESSOR, AND SIGNATURE FLIGHT SUPPORT, LLC, AS LESSEE, APPROVED BY ORDINANCE NO. 95-O-157 ON AUGUST 7, 1995, AND AMENDMENTS APPROVED BY ORDINANCE NO. 2020-O-155 ON DECEMBER 7, 2020, AND ORDINANCE NO. 2021-O-057 ON FEBRUARY 1, 2021, TO INCREASE THE LEASE PREMISES FROM APPROXIMATELY 4,500 SQUARE FEET TO APPROXIMATELY 5,316 SQUARE FEET AND TO INCREASE THE RENT FROM \$3,669.75 TO \$4,338.87 WITH AN ANNUAL ADJUSTMENT ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX (CPI). ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN EFFECT.**

**WHEREAS**, the Airport Director recommends that the Mayor and City Council authorize the Interim City Manager to execute a lease amendment to the Lease agreement between the City of Laredo, as lessor, and Signature Flight Support, LLC, as lessee, to increase the leased premises from approximately 4,500 square feet to approximately 5,316 square feet and to increase the rent from \$3,669.75 to \$4,338.87 with an annual adjustment according to changes in the consumer price index (CPI). All other terms and conditions remain unchanged and in effect.

**WHEREAS**, the Airport Advisory Board finds the said lease agreement is in the best interest of the Airport and recommends that the Mayor and City Council approves the lease agreement; and

**WHEREAS**, the Mayor and City Council of the City of Laredo having heard the recommendations of the Airport Director agrees with same.

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

**SECTION 1.** The Mayor and City Council be hereby authorize the Interim City Manager to execute a lease amendment to the Lease agreement between the City of Laredo, as lessor, and Signature Flight Support, LLC, as lessee, to increase the leased premises from approximately 4,500 square feet to approximately 5,316 square feet and to increase the rent from \$3,669.75 to \$4,338.87 with an annual adjustment according to changes in the consumer price index (CPI). All other terms and conditions remain unchanged and in effect.

**SECTION 2.** 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**

**ATTEST:**

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

**APPROVED AS TO FORM:**

**SYLVIA BORUNDA FIRTH**  
**ACTING CITY ATTORNEY**

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Kristina L. Hale, Assistant  
City Manager

**Initiated By:** Kristina L. Hale, Assistant City Manager

**Staff Source:** Gilberto Sanchez Jr., Interim Airport Director

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**SUBJECT**



**Prosperous and Affordable**

**2022-O-057** Authorizing the Interim City Manager to execute an amendment to lease agreement between the City of Laredo, as Lessor, and Signature Flight Support, LLC, as Lessee, approved by Ordinance No. 2008-O-241, approved on December 1, 2008, and amendments approved by Ordinance No. 2011-O-147, on November 7, 2011, Ordinance No. 2020-O-155, approved December 7, 2020, and Ordinance No. 2021-O-041 on February 1, 2021, to decrease the leased premises from 9,882 square feet to 9,843 square feet and to decrease the rent from \$1,295.12 to \$1,290.05 with an annual adjustment according to changes in the Consumer Price Index (CPI). All other terms and conditions remain unchanged and in effect.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

Ordinance No. 2008-O-241, approved December 1, 2008  
Ordinance No. 2011-O-147, approved November 7, 2011  
Ordinance No. 2020-O-155, approved December 7, 2020  
Ordinance No. 2021-O-041, approved February 1, 2021

**BACKGROUND**

Signature Flight Support, LLC is a current tenant in good standing. Tenant currently leases 9,882 square feet of land located at the Westside Fuel Farm at the Laredo International Airport. The current lease term is for 37 years ending June 30, 2032.

Airport and Tenant have agreed to amend the current lease and by increasing the property square footage from 9,822 sq ft to 9,843 sq ft of land located at the Westside Fuel Farm and increasing the rent from \$1,295.12 to \$1,290.05 with an annual adjustment according to changes in the Consumer Price Index (CPI). All other terms and conditions remain unchanged and in effect.

**COMMITTEE RECOMMENDATION**

Airport Advisory Board recommends the approval of this Ordinance.

**STAFF RECOMMENDATION**

Staff recommends the approval of this Ordinance.

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**Fiscal Impact**

**Fiscal Year:** 2022  
**Budgeted Y/N?:**  
**Source of Funds:**  
**Account #:** 242-0000-361-2070  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Funds are available through Laredo International Airport Operations:  
242-0000-361-2070

Current Rent: \$107.92 monthly - \$1,295.12 yearly  
New Rent: \$107.50 monthly - \$1,290.05 yearly

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**Attachments**

Lease Amendment  
Ordinance No. 2022-O-057

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

STATE OF TEXAS     )(

COUNTY OF WEBB    )(

### **LEASE AMENDMENT**

This lease amendment is made and entered into by and between the City of Laredo, a home rule city hereinafter referred to as “LESSOR” and Signature Flight Support, LLC, hereinafter referred to as “LESSEE”.

On or about December 1, 2008, Ordinance No. 2008-O-241, authorized to execute a certain lease agreement between the City of Laredo, Texas, a Texas Municipal Corporation (“LESSOR”), and Aero Center, Inc. (“LESSEE”), for approximately 7,882 square feet of land located at the Westside Fuel Farm at the Laredo International Airport. A true copy of the lease is attached as Exhibit “A”.

WHEREAS, on November 7, 2011 approved by Ordinance No. 2011-O-147 authorized an amendment to lease to increase the leased premises from 7,882 square feet to 9,882 square feet. and to amend Paragraph 1.06, titled, RENTAL OBLIGATION AND MODE OF PAYMENT, to increase the monthly rental amount from \$867.24 to \$1,087.02 effective October 1, 2011 and such revised rental shall be adjusted annually thereafter by changes in the Consumer Price Index (CPI). All other terms and conditions remain unchanged and in effect. A true copy of the lease is attached as Exhibit “B”.

WHEREAS, on December 7, 2020 approved by Ordinance 2020-O-155 authorized to amend Ordinance No. 2008-O-241 dated December 1, 2008, by amending the lease term to extend for an additional two (2) years to end on July 31, 2032 as approved on May 18, 2020 for the COVID-19 Economic Relief Program. All other terms and conditions remain unchanged and in effect.

WHEREAS, on February 1, 2021 approved by Ordinance 2021-O-041 authorized to amend Ordinance 2008-O-241 dated December 1, 2008 by changing the name of LESSEE to Signature Flight Support LLC. All other terms and conditions remain unchanged and in effect.

WHEREAS, LESSOR and LESSEE agree to amend Ordinance No. 2008-O-241 dated December 1, 2008, as amended by Ordinance 2011-O-147 dated November 7, 2011, to amend Section 1.03, Description of Premises Demised, to decrease from 9,882 square feet to 9,843 square feet tract of land located in Block No. 1 at the Laredo International Airport. The current rent is \$1,295.12 and new monthly rent shall be

\$1,290.05 and will be adjusted annually according to changes in the Consumer Price Index (CPI). All other term and conditions remain unchanged and in effect.

**WITNESSETH**

WHEREAS, the LESSOR currently owns and operates those premises known as the Laredo International Airport, sometimes referred to as "Airport" lying and situated within the incorporated limits of the City of Laredo, Webb County, Texas, and;

WHEREAS, the LESSOR has determined that it is advantageous to itself, its citizenry, and the operation of its airport to lease and demise premises located on the airport to the LESSEE together with certain rights, privileges, and uses;

NOW, THEREFORE, THE LESSOR and LESSEE for and in consideration of the covenants and agreements embodied below, do hereby covenant and agree as follows:

Amending Section 1.03 DESCRIPTION OF PREMISES DEMISED

LESSOR and LESSEE agree that effective on the date of execution the current leased premises will decrease from 9,882 square feet to 9,843 square feet tract of land located in Block No. 1 at the Laredo International Airport.

Amending Section 1.06

LESSOR and LESSEE agree the new monthly rent shall be One Thousand Two Hundred Ninety Dollars and Five cents (\$1,290.05) and will be adjusted annually according to changes in the Consumer Price Index (CPI).

This lease amendment shall be effective on the date of execution. All other term and conditions remain unchanged and in effect.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**LESSOR:**  
CITY OF LAREDO  
A MUNICIPAL CORPORATION

BY: \_\_\_\_\_  
SAMUEL KEITH SELMAN  
INTERIM CITY MANAGER

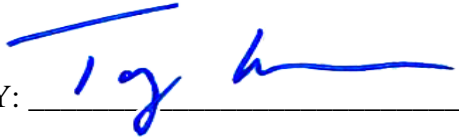
ATTEST:

BY: \_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY


APPROVED AS TO FORM:

BY: \_\_\_\_\_  
SYLVIA BORUNDA FIRTH  
ACTING CITY ATTORNEY

**LESSEE:**  
SIGNATURE FLIGHT SUPPORT LLC

BY:  \_\_\_\_\_  
TONY LEFEBVRE  
CEO

**APPROVED AS TO FORM:**

 01-20-2022  
\_\_\_\_\_  
LEGAL DEPARTMENT



ORD NO. 2008-O-241;  
 ORD NO. 2011-O-147



Laredo International Airport  
 Laredo, Texas

DATE: 07/28/2021  
 DRAWN BY/REVIEWED BY: ALL/JEH  
 SCALE: 1" = 40'

FUEL FARM PARCELS

**ORDINANCE 2022-O-057**

**AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF LAREDO, AS LESSOR, AND SIGNATURE FLIGHT SUPPORT, LLC, AS LESSEE, APPROVED BY ORDINANCE NO. 2008-O-241, APPROVED ON DECEMBER 1, 2008, AND AMENDMENTS APPROVED BY ORDINANCE NO. 2011-O-147, ON NOVEMBER 7, 2011, ORDINANCE NO. 2020-O-155, APPROVED DECEMBER 7, 2020, AND ORDINANCE NO. 2021-O-041 ON FEBRUARY 1, 2021, TO AMEND DECREASE THE LEASED PREMISES FROM 9,882 SQUARE FEET TO 9,843 SQUARE FEET AND TO DECREASE THE RENT FROM \$1,295.12 TO \$1,290.05 WITH AN ANNUAL ADJUSTMENT ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX (CPI). ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN EFFECT.**

**WHEREAS**, the Airport Director recommends that the Mayor and City Council authorize the Interim City Manager to execute a lease amendment to the lease agreement between the City of Laredo, as lessor, and Signature Flight Support, LLC, as lessee, to decrease the leased premises from 9,882 square feet to 9,843 square feet and to decrease the rent from \$1,295.12 to \$1,290.05 with an annual adjustment according to changes in the Consumer Price Index (CPI). All other terms and conditions remain unchanged and in effect.

**WHEREAS**, the Airport Advisory Board finds the said lease agreement is in the best interest of the Airport and recommends that the Mayor and City Council approves the lease agreement; and

**WHEREAS**, the Mayor and City Council of the City of Laredo having heard the recommendations of the Airport Director agrees with same.

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

**SECTION 1.** The Mayor and City Council be hereby the Interim City Manager to execute a lease amendment to the lease agreement between the City of Laredo, as lessor, and Signature Flight Support, LLC, as lessee, to decrease the leased premises from 9,882 square feet to 9,843 square feet and to decrease the rent from \$1,295.12 to \$1,290.05 with an annual adjustment according to changes in the Consumer Price Index (CPI). All other terms and conditions remain unchanged and in effect.

**SECTION 2.** 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**

**ATTEST:**

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

**APPROVED AS TO FORM:**

**SYLVIA BORUNDA FIRTH**  
**ACTING CITY ATTORNEY**

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Kristina L. Hale, Assistant  
City Manager

**Initiated By:** Kristina L. Hale, Assistant City Manager

**Staff Source:** Gilberto Sanchez Jr., Interim Airport Director

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**SUBJECT**



**Prosperous and Affordable**

**2022-O-058** Authorizing the Interim City Manager to execute an amendment to lease agreement between the City of Laredo, as Lessor, and Signature Flight Support, LLC, as Lessee, approved by Ordinance No. 95-O-158, approved on August 7, 1995, and amendments approved by Ordinance No. 2020-O-155 on December 7, 2020, and Ordinance No. 2021-O-041 on February 1, 2021, to increase the leased premises from approximately 4,500 square feet to approximately 10,737 square feet and to increase the rent from \$737.12 to \$1,735.15 with an annual adjustment according to changes in the Consumer Price Index (CPI). All other terms and conditions remain unchanged and in effect.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

Ordinance No. 95-O-158, approved August 7, 1995

Ordinance No. 2020-O-155, approved December 7, 2020

Ordinance No. 2021-O-041, approved February 1, 2021

**BACKGROUND**

Signature Flight Support, LLC is a current tenant in good standing. Tenant currently leases 4,500 square foot tract of land located at the Laredo International Airport. The current lease term is for 37 years ending June 30, 2032. Airport and Tenant have agreed to amend the current lease and by increasing the property square footage from 4,500 sqft to 10,737 sqft of land located at the Laredo International Airport and increasing the rent from \$737.23 to \$1,735.15 with an annual adjustment according to changes in the Consumer Price Index (CPI). All other terms and conditions remain unchanged and in effect.

**COMMITTEE RECOMMENDATION**

Airport Advisory Board recommends the approval of this Ordinance.

**STAFF RECOMMENDATION**

Staff recommends the approval of this Introductory Ordinance.

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**Fiscal Impact**

**Fiscal Year:**

2022

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

242-0000-361-2070

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Funds are available through Laredo International Airport Operations:  
242-0000-361-2070

Current Rent: \$61.43 monthly - \$737.12 yearly

New Rent: \$144.59 monthly - \$1,735.15 yearly

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**Attachments**

Lease Amendment

Ordinance No. 2022-O-058

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

STATE OF TEXAS     )(

COUNTY OF WEBB    )(

**LEASE AMENDMENT**

This lease amendment is made and entered into by and between the City of Laredo, a home rule city hereinafter referred to as “LESSOR” and Signature Flight Support, LLC, hereinafter referred to as “LESSEE”.

On or about August 7, 1995, Ordinance No. 95-O-158, authorized to execute a certain lease agreement between the City of Laredo, Texas, a Texas Municipal Corporation (“LESSOR”), and Aero Center, Inc. (“LESSEE”), for approximately 4,500 square feet constituting a tract of land located at the Laredo International Airport. A true copy of the lease is attached as Exhibit “A”.

WHEREAS, on December 7, 2020 approved by Ordinance 2020-O-155 authorized to amend Ordinance No. 95-O-158 dated August 7, 1995, by amending the lease term to extend for an additional two (2) years to end on June 30, 2032 as approved on May 18, 2020 for the COVID-19 Economic Relief Program. All other terms and conditions remain unchanged and in effect. A true copy of the lease is attached as Exhibit “B”.

WHEREAS, on February 1, 2021 approved by Ordinance 2021-O-041 authorized to change the of LESSEE to Signature Flight Support LLC. All other terms and conditions remain unchanged and in effect. A true copy of the lease is attached as Exhibit “C”.

WHEREAS, LESSOR and LESSEE agree to amend Ordinance No. 95-O-158 dated August 7, 1995 by amending Section 1.03, Description of Premises Demised, to increase from 4,500 square feet to 10,737 square feet tract of land located at the Laredo International Airport. The current rent is \$737.23 and new monthly rent shall be \$1,735.15 and will be adjusted annually according to changes in the Consumer Price Index (CPI). All other terms and conditions remain unchanged and in effect.

**WITNESSETH**

WHEREAS, the LESSOR currently owns and operates those premises known as the Laredo International Airport, sometimes referred to as "Airport" lying and situated within the incorporated limits of the City of Laredo, Webb County, Texas, and;

WHEREAS, the LESSOR has determined that it is advantageous to itself, its citizenry, and the operation of its airport to lease and demise premises located on the airport to the LESSEE together with certain rights, privileges, and uses;

NOW, THEREFORE, THE LESSOR and LESSEE for and in consideration of the covenants and agreements embodied below, do hereby covenant and agree as follows:

Amending Section 1.03 DESCRIPTION OF PREMISES DEMISED

LESSOR and LESSEE agree that effective on the date of execution the current leased premises will increase from 4,500 square feet to 10,737 square feet tract of land located at the Laredo International Airport.

Amending Section 1.06 RENTAL OBLIGATION AND MODE OF PAYMENT

LESSOR and LESSEE agree the new monthly rent shall be One Thousand Seven Hundred Thirty Five Dollars and Fifteen Cents (\$1,735.15) and will be adjusted annually according to changes in the Consumer Price Index (CPI).

This lease amendment shall be effective on the date of execution. All other terms and conditions remain unchanged and in effect.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**LESSOR:**  
CITY OF LAREDO  
A MUNICIPAL CORPORATION

BY: \_\_\_\_\_  
SAMUEL KEITH SELMAN  
INTERIM CITY MANAGER

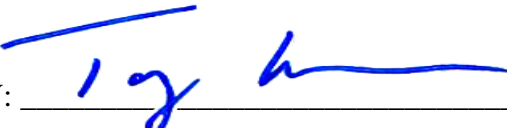
ATTEST:

BY: \_\_\_\_\_  
JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:


BY: \_\_\_\_\_  
SYLVIA BORUNDA-FIRTH  
ACTING CITY ATTORNEY

**LESSEE:**  
SIGNATURE FLIGHT SUPPORT LLC

BY:  \_\_\_\_\_

TONY LEFEBVRE  
CEO

**APPROVED AS TO FORM:**

 01-20-2022  
\_\_\_\_\_

**LEGAL DEPARTMENT**



LEGEND  
 — CURRENT LEASE LINE (4,500 SF)  
 — NEW LEASE LINE (10,737 SF)

ORD NO. 95-O-158



Laredo International Airport  
 Laredo, Texas

DATE: 07/28/2021  
 DRAWN BY/REVIEWED BY: ALL/JEH  
 SCALE: 1" = 40'

FUEL FARM PARCELS

**ORDINANCE 2022-O-058**

**AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF LAREDO, AS LESSOR, AND SIGNATURE FLIGHT SUPPORT, LLC, AS LESSEE, APPROVED BY ORDINANCE NO. 95-O-158 ON AUGUST 7, 1995, AND AMENDMENTS APPROVED BY ORDINANCE NO. 2020-O-155 ON DECEMBER 7, 2020 AND ORDINANCE NO. 2021-O-041 ON FEBRUARY 1, 2021, TO INCREASE THE LEASED PREMISES FROM APPROXIMATELY 4,500 SQUARE FEET TO APPROXIMATELY 10,737 SQUARE FEET AND TO INCREASE THE RENT FROM \$737.12 TO \$1,735.15 WITH AN ANNUAL ADJUSTMENT ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX (CPI). ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN EFFECT.**

**WHEREAS**, the Airport Director recommends that the Mayor and City Council authorize the Interim City Manager to execute a lease amendment to the Lease agreement between the City of Laredo, as lessor, and Signature Flight Support, LLC, as lessee, to increase the leased premises from approximately 4,500 square feet to approximately 10,737 square feet and to increase the rent from \$737.12 to \$1,735.15 with an annual adjustment according to changes in the consumer price index (CPI). All other terms and conditions remain unchanged and in effect.

**WHEREAS**, the Airport Advisory Board finds the said lease agreement is in the best interest of the Airport and recommends that the Mayor and City Council approves the lease agreement; and

**WHEREAS**, the Mayor and City Council of the City of Laredo having heard the recommendations of the Airport Director agrees with same.

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

**SECTION 1.** The Mayor and City Council be hereby the Interim City Manager to execute a lease amendment to the lease agreement between the City of Laredo, as lessor, and Signature Flight Support, LLC, as lessee, to increase the leased premises from approximately 4,500 square feet to approximately 10,737 square feet and to increase the rent from \$737.12 to \$1,735.15 with an annual adjustment according to changes in the consumer price index (CPI). All other terms and conditions remain unchanged and in effect.

**SECTION 2.** 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**

**ATTEST:**

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

**APPROVED AS TO FORM:**

**SYLVIA BORUNDA FIRTH  
ACTING CITY ATTORNEY**

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Riazul Mia, Assistant City  
Manager

**Initiated By:** Riazul Mia, P.E., Assistant City Manager

**Staff Source:** John Hickle, Building

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**SUBJECT**

**2022-R-008** Authorizing and approving a fee waiver and a tax abatement agreement between the City of Laredo and Izzamary Torres for a proposed project located at 3304 East Frost Street, Lot 2, Block 1 Paul Young Subdivision that consists of one single family residence, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$193,962.00, estimated annual tax abatement total of \$1,195.25 and estimated total fee waivers of \$1,475.69. The guidelines and criteria for the agreement are set forth in the attached agreement and information.

**PREVIOUS COUNCIL ACTION**

The City of Laredo Created a Neighborhood Empowerment Zone One, Zone Two, Zone Three, and Zone Four within the City of Laredo, and making the necessary findings of public benefit and public purpose to support the creation of the NEZ zone in City Council Districts I, II, III, IV and VIII for the downtown and heights area in the City of Laredo for the purpose of development

**BACKGROUND**

The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

Izzamary Torres has proposed a new project located at 3304 E Frost Street. The project will be new construction – one single family residence on the property. The estimated capital investment of the project is \$193,962.00. The project is located within the NEZ District 3 and meets the zoning requirements as established by the NEZ criteria. This project is located within City Council District IV

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that City Council approve this resolution.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

The project has an estimated capital investment total of \$193,962.00, estimated annual tax abatement total of \$1,195.25 and estimated total fee waivers of \$1,475.69.

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**Attachments**

APPLICATION

DEED

COST ESTIMATE

CONSTRUCTION PLANS

SUPPORTING DOCUMENTS

EXPEDITED FEE

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CITY OF LAREDO  
NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) PROGRAM



**PROJECT CERTIFICATION APPLICATION**

**I. Application Checklist – please submit the following documentation**

- A completed application form
- Non Refundable Application fee** – For basic incentives application **excluding** Tax Abatement, the application fee is \$100.00. For multi-family, commercial, industrial, commercial facilities, and mixed-use tax abatement application; 0.5% of the total Capital Investment of the project, with a \$150.00 minimum and not to exceed \$1,000.00; for residential **tax abatement** applications: \$100.00 per house.
- Proof of ownership, such as a warranty deed, affidavit of heirship, or a probated will **OR** evidence of site control, such as option to buy (**A registered warranty deed is required for a tax abatement application**)
- A reduced 11 x 17 floor plan, site plan, and site elevation with a written detailed project description that includes a baseline performance standard and a construction time
- A detailed line item budget showing the cost breakdown for the project
- Appraisal Card from Webb County Appraisal District

**The City Ethics Code prohibits certain city officials and employees, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from having a financial interest in a contract, purchase or sale with the City. Please refer to Section 2.09 of the City Ethics Code (Prohibited Interest in Contracts) for complete information. If you have any questions, please contact the City Attorney’s Office to request to speak with the Ethics Compliance Officer at (956) 791-7319.**

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the third degree of consanguinity or second degree of affinity served as a City of Laredo official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

*NO*

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stocks or shares, or 10% or more of the fair market value served as a city official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

*NO*

- Are you aware of any fact(s) with regard to this application that would raise a "conflict of interest" issue under Section 2.01 of the City Ethics Code for any city official or employee. If so, please explain.

NO  
\_\_\_\_\_  
\_\_\_\_\_

**Answering in the affirmative to any of the questions above will require this application be referred to the City Attorney's Office for review and determination on whether your project would violate any of the applicable provisions of the City of Laredo Code of Ethics.**

Applicant's Signature: *L. Torres* Date: 12/14/21

**WARNING: THIS IS A GOVERNMENT DOCUMENT TEXAS PENAL CODE, SECTION 37.10 SPECIFIES PENALTIES FOR MAKING FALSE ENTRIES OR PROVIDING FALSE INFORMATION IN THIS DOCUMENT**

**Incomplete applications will not be processed for certification until all required documents shown in the above checklist are submitted within 30 days after the application is received.**

**You must apply for tax abatement before any building permits are issued for your property and before any improvements are made to your property. It takes 30-60 business days to complete the Tax Abatement Agreement approval process after the issuance of the NEZ Certification depending on the complexity of your project. All building permits must be pulled within the 12 month period that certification was approved, or within 12 month period that the tax abatement was approved or you will be required to re-apply for NEZ incentives.**

**II. Applicant/Agent Information**

1. Applicant: *Luzmary Torres*
2. Contact Person: \_\_\_\_\_
3. Address: *306 Hancock Ct. Laredo TX 78046*  
Street City State Zip
4. Phone Number: \_\_\_\_\_
5. Fax No.: \_\_\_\_\_
6. E-Mail: \_\_\_\_\_
7. Agent (if any): \_\_\_\_\_

8. Project Address: 3304 E. Frost St. Laredo Tx 78043  
Street City State Zip

9. Phone No.: (956) 220-9591

10. E-Mail: izzamarytorres@gmail.com

**PROJECT ELIGIBILITY**

1. Please list down the addresses and legal descriptions of the project. Attach metes and bounds description if no address or legal description is available. Attach a map showing the location of the project.

**Table 1 Property Ownership**

Address (Project Location)	Zip Code	Subdivision Name	Lot No.	Block No.	Base Year Valuation	Tax Year
3304 E. Frost St.	78043		2	1	42,580	2021

2. For each property listed in Table 1, please check the boxes below to indicate if:

There are taxes past due  Yes  No  
 There are City liens  Yes  No

You (meaning the applicant, developer, associates, agents, principals) have been subject to an Order of Demolition where the property was demolished within the last 5 years.  Yes  No

**Table 2 Property Taxes and Liens**

N/A

Address	Property Taxes Due	Weed Liens	Board-up/Open Structure Liens	Demolition Liens	Paving Liens	Order of Demolition
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Please see attached sheets of paper as needed.)

If there are taxes due or liens against any property in the City of Laredo you may not be eligible for NEZ incentives.

3. Does the proposed project conform to the City of Laredo zoning?  Yes  No

If no, what steps are being taken to ensure compliance?

4. Project Type:	<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Multi-Family	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Community Facilities	<input type="checkbox"/> Mixed-Use
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- Owner Occupied  
 Rental Property

5. Please describe the proposed residential or commercial project and provide 11 x 17 drawing: Drawings Attached

6. If your project is commercial, industrial, or mixed-use project, please describe the types of business that is being proposed: N/A

7. Is this new construction or rehabilitation project?  New Construction  Rehabilitation

8. How much is the total development cost of your project? 193,962

9. Will the eligible rehabilitation work equal to at least 25% of the Webb County Appraisal District (WEEBCAD) assessed value of the structure during the year rehabilitation occurs?  Yes  No

- Eligible rehabilitation includes only physical improvements to real property. It does NOT include: Front yard fencing consisting of chain-link or solid material construction; personal property such as furniture, equipment, and/or supplies. Total eligible rehabilitation costs shall equal to 25% of WEEBCAD appraised value of the structure during the year rehabilitation occurs.

10. How much is the total square footage of your project? 3,447 sq. ft.

11. For a single family homeownership, mixed-use, or multi-family development project, please fill out the number of residential units.

**Table 3 Number of Residential Units**

Number of Unites	Percentage
<i>One</i>	

12. **For a commercial, industrial, or community facilities project, indicate square footage of non-residential space.**

Commercial	Industrial	Community Facilities

13. **What is your Capital Investment\*\*\*for this project? Please use the following table to provide the detail and amount of your Capital Investment (Attached additional sheets if necessary).**

**Table 4 Itemized Budget of the Project**

Item	Amount	Notes
<i>Family House</i>	<i>3,447</i>	<i>Living area</i>
<b>TOTAL</b>		

\*\*\*Capital investment includes only real property improvements such as new facilities and structures, site improvements, facility expansion, and facility modernization. Capital Investment DOES NOT include land acquisition costs and/or any existing improvements, or personal property (such as machinery, equipment, and/or supplies or inventory).

14. **For a mixed-use project, please indicate the percentage of all uses in the project in the following table.**

**Table 5 Percentages of uses in a Mixed Use Project**

*N/A* {

Type	Square Footage	Percentage
<b>TOTAL</b>		

**III. INCENTIVES - What incentives are you applying for?**

**Municipal Property Tax Abatements**

- 5 years  
 Residential Owner Occupied  
 More than 5 years  
 Residential Rental Property  
 Apartments  
 Commercial

**Development Fee Waivers**

Select all that applies

- All building permit related fees (including Plans Review and Inspection)  
 Plat application fee (including concept plan, preliminary plat, final plat, short form replat)  
 Zoning application fee  
 Board of Adjustment Application Fee  
 Demolition Fee  
 Structure Moving Fee  
 Street Utility Easement vacation application fee

**Impact Fee Waivers**

- Water (Meter Size \_\_\_\_\_) (No. of meters 2 irrigation)  Transportation

**IV. Release of City Liens**

Are there any outstanding city liens pending

- Weed Liens       Paving Liens       Board up-open structure Liens       Demolition Liens  
 NONE       I do not know

**V. ACKNOWLEDGMENTS**

I hereby certify that the information provided is true and accurate to the best of my knowledge.

I understand that the approval of fee waivers included those waived under expedited fee waiver process, and other incentives shall not be deemed approved of any aspect of the project and that the application must be ratified by the City Council. I understand that I am responsible in obtaining required permits and inspections from the City and in ensuring the project is located in the correct zoning district. If denied by City Council I understand that I am responsible for all fees previously waived.

City Council retains sole authority to approve or deny any tax abatement agreement, permit fees waivers all applications certified under the expedited Building Permit fee waiver

Iszamar Torres      [Signature]      12/14/21  
PRINTED OR TYPED NAME      AUTHORIZED SIGNATURE      DATE

**Please email your application to:**  
**Roland H. Lozano, Jr. at [rlozano1@ci.laredo.tx.us](mailto:rlozano1@ci.laredo.tx.us)**  
**Building Development Services Department**  
 1413 Huston Street, Laredo, Texas 78040  
 P: 956.794.1625 F: 956.795.2998

Electronic version of this form is available on the City of Laredo website. For more information on the NEZ program, please visit our website at [www.cityoflaredo.com/building](http://www.cityoflaredo.com/building)

**For Office Use Only**

Application No. \_\_\_\_\_ In which NEZ? \_\_\_\_\_ Council District \_\_\_\_\_

Application Completed Date: \_\_\_\_\_ Conform with Zoning?  Yes  No

Type:  Single Family  Multi-Family  Commercial  Industrial  Community Facilities  Mixed Use

Applicant is Property Owner  Yes  No

WEEBCAD Account No. \_\_\_\_\_

Consistent with the NEZ plan?  Yes  No Meet Mixed-Use Definition  Yes  N/A  No

Minimum Capital Investment?  Yes  No City liens on this property?  Yes  No

Rehabilitation at or higher than 25%?  Yes  N/A  No City liens other properties?  Yes  N/A  No

Tax current on this property?  Yes  No

Tax Current on other properties  Yes  No

**This Property**

**Other Properties**

Weed Liens  Yes  No

Yes  N/A  No

Board-up/open structure liens  Yes  No

Yes  N/A  No

Demolition liens  Yes  No

Yes  N/A  No

Paving liens  Yes  No

Yes  N/A  No

Order of Demolition  Yes  No

Yes  N/A  No

Tax Department Certified?  Yes  No Date certification issued: \_\_\_\_\_

Name: \_\_\_\_\_

Referred to: \_\_\_\_\_ Received by: \_\_\_\_\_

Building Department Director

Staff

CF# 603659MV

**NOTICE OF CONFIDENTIALITY RIGHTS:** If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

**WARRANTY DEED**

DATE: December 16, 2019

GRANTOR: **PAUL ZUNIGA and wife, SALLY ZUNIGA**  
1916 Misty Ridge Dr.  
Leander TX 78641

GRANTEE: **ADRIAN <sup>F.</sup>G. TORRES and wife, IZZAMARY TORRES**  
306 Hancock Ct.  
Laredo TX 78046

CONSIDERATION: Cash and other valuable consideration.

PROPERTY (including any improvements):

Tract I:

The Surface Estate Only in and to Lot Two (2), Block One (1), Paul Young Ranch Subdivision, situated in the City of Laredo, Webb County, Texas, as per plat recorded in Volume 20, Page 72, Plat Records of Webb County, Texas.

Tract II:

The Surface Estate Only of a 4,318 square feet tract out of Lot One (1), Block (1), Paul Young Ranch Subdivision, situated in the City of Laredo, Webb County, Texas, as per plat recorded in Volume 20, Page 72, Plat Records of Webb County, Texas, described by metes and bounds as follows:

Commencing at the Northeast corner of Lot No. 1, also being the Northeast corner of this tract;

Thence S. 00° 14' 59" W. 70.00 feet to a 1/2 inch iron rod, the Southeast corner of this tract;

Thence N. 89° 45' 01" W. 61.69 feet to a 1/2 inch iron rod, the Southwest corner of this tract;

Thence N. 00° 14' 59" E. 70.00 feet to a 1/2 inch iron rod on the North boundary line of Lot 1, the Northwest corner of this tract;

Thence S. 89° 45' 01" E. 61.69 feet along the North boundary of Lot 1 to the Point of Beginning.

RESERVATIONS FROM CONVEYANCE: NONE



EXCEPTIONS TO CONVEYANCE AND WARRANTY:

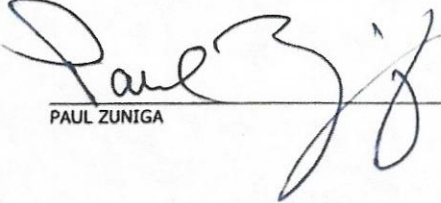
The following outstanding pre-existing rights, title, and interests relating to the Property to which Grantor's ownership is also subject: Liens described as part of the Consideration and any other liens described in this Deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2020 and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of Improvements not assessed for a previous tax year; utility easements created by the dedication deed or plat of the subdivision in which the Property is located; validly existing exceptions described in Schedule B of the Owner Policy for Title Insurance issued to Grantee as part of this transaction; any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or protrusions or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments, or other entities: (a) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans or (b) to lands beyond the line of the harbor or bulkhead lines as established or changed by any government or (c) to filled-in lands or artificial islands or (d) to statutory water rights, including riparian rights or (e) to the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area; however, as for parties in possession, the Property is conveyed with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers.

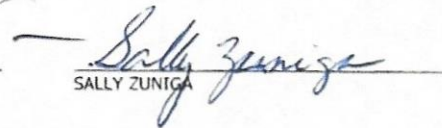
GRANT OF PROPERTY:

Grantor for the Consideration and subject to the Reservations From Conveyance and the Exceptions to Conveyance and Warranty, **GRANTS, SELLS AND CONVEYS** to Grantee, the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to **WARRANT AND FOREVER DEFEND** all and singular the Property to Grantee and Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, except as to the Reservations From Conveyance and the Exceptions to Conveyance and Warranty.

Ad valorem real property taxes for the current year have been prorated through the date of closing, and Grantee assumes and promises to pay such taxes for the current year before they become delinquent, if they are not paid at closing. If the actual ad valorem real property taxes for the current year vary from the amount prorated at closing, the Grantor and Grantee will make the adjustments and payments between themselves.

When the context requires, singular nouns and pronouns include the plural.

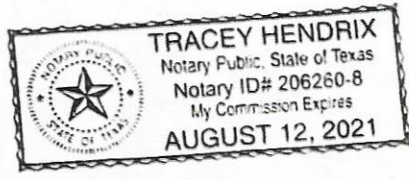
  
PAUL ZUNIGA

  
SALLY ZUNIGA

STATE OF TEXAS  
COUNTY OF Imperial Williamson

This instrument was acknowledged before me on the 10 day of December, 2019,  
by PAUL ZUNIGA and SALLY ZUNIGA.

Tracey Hendrix  
Notary Public, STATE OF TEXAS



RETURN TO:  
Stewart Title  
1016 Monaco Blvd.  
Laredo, Texas 78045  
GF# 603659111

**Texas** USA  
TX

**DRIVER LICENSE**

Steven C. McBean DIRECTOR



*I. Torres*

4d DL **02279411**      9 Class **C**

4a Iss **11/22/2016**      4b Exp **09/02/2022**

3 DOB **09/02/1979**

1 **TORRES**

2 **IZZAMARY**

8 **306 HANCOCK CT**  
**LAREDO TX 78046-0000**

12 Restrictions **NONE**      9a End **NONE**

16 Hgt **5'-07"**      15 Sex **F**      18 Eyes **BRO** 

5 DD **09311601113242478218**

<b>ALCE Construction LLC</b>	<b>DESIGN &amp; CONSTRUCTION</b>	# 3304 E FROST St. Laredo Tx. 78043	PROJECT:	NEW HOUSE 2 Levels
		Ph. (956) 333-3459	CUSTOMER	
		<a href="mailto:ax_construction@yahoo.com">ax_construction@yahoo.com</a>	DATE:	100521

**PRINCIPAL BUDGET**

**FIRST LEVEL = 2,614 SF + SECOND LEVEL = 833.26 SF. = 3,447.26 SQ. FT. + Front Porch 67.72 + Rear Porch 560 + Detached Triple Car-Port Garage 890 Sq. Ft.**

**LEGAL DESCRIPTION: LOT 2 ; BLOCK: 1, Subdivision: Paul Young Ranch SUBD. Address: # 3304 E. FROST ST.**

CONSTRUCTION STAGES	% TOTAL BY STAGES	Description	Unit	Cost	Qty.	TOTAL Cost in ONE BUILDING	Real Budget
PRELIMINARY WORKS		Water Meters By City Hall if Required		\$950.00	1	\$ 950	
GENERAL REQUIREMENTS		Architectural Plans	LOTE	\$1,000.00	1	\$ 1,000	
		Geo Tech & Soil Test (Proctor, Density Test & Concret Molding Test) & Foundation Plan Revised	LOTE	\$900.00	1	\$ 900	
		Plan Check Review of City of Laredo	LOTE	\$0.00	1	\$ -	
		Building Permit of City of Laredo	LOTE	\$0.00	1	\$ -	
		Risk Insurance (By Owner or Builder) During Construction	LOTE	\$745.00	1	\$ 745	
SITE - WORK		Pest Control (Termite Treated)	SQ. FT.	\$0.20	4964.98	\$ 993	
		PREPARE PAD MATERIAL (Backfill or Caliche, Dirt Work in Site Grading, As per Engineerings Plan Soil Test)	YDA.	\$12.00	225	\$ 2,700	
		PREPARE PAD LABOR (Equip Rental, As per Engineerings Plan Soil Test)	LOTE	\$8.00	225	\$ 1,800	
		Toilet Portable (Required by City of Laredo)	LOTE	\$900.00	1	\$ 900	
		Foundation MATERIAL (Rebar & Steel)	LOTE	\$8,000.00	1	\$ 8,000	
		Foundation LABOR (Armar Steel y Acomodo y Pulido de Concrete)	SQ. FT.	\$2.05	4964.98	\$ 10,178	
CONCRETE		CONCRETE in Slab	YDS.	\$105.00	105	\$ 11,025	
		CONCRETE on Floor Trusses (2 o. Plso)	YDS.	\$110.00	7.5	\$ 825	
		Pump Rent in Concrete on Floor Trusses	LOTE	\$650.00	1	\$ 650	
FRAMING		FRAME Material,	LOTE	\$18,750.00	1	\$ 18,750	
		FLOOR TRUSSES Material (Aproved by Engineering or Proveedor) or 2' x 12"	LOTE	\$2,250.00	1	\$ 2,250	
		FRAMING Labor (Installation of Exterior Regular Dimensions Doors & Windows)	SQ. FT.	\$2.80	4964.98	\$ 13,902	
		DOORS Exterior, Incluye Store Front Glass w/ Slidder Doors	LOTE	\$2,650.00	1	\$ 2,650	
		WINDOWS	LOTE	\$3,050.00	1	\$ 3,050	
		TRASH DISPOSAL or CONTAINER	LOTE	\$550.00	1	\$ 550	
ROOF		ROOFING Material & Labor (Metal Standing Seam) Color Select by Owner 4,964 +20%	SCUADRA	\$4,750.00	1	\$ 4,750	
		ROOFING ACCESORIOS MATERIAL	LOTE	\$345.00	1	\$ 345	
		Accessories (Include Turtles Roof, & Addition Vents)	LOTE	\$295.00	1	\$ 295	
SPECIAL INSTLS./ ROUGH INS		Plumber MATERIAL & LABOR (Rough In, Before Concrete, & 2 o 3 Hose Bibs)	LOTE	\$2,285.00	1	\$ 2,285	
		Electrical MATERIAL & LABOR (Rough In)	LOTE	\$6,745.00	1	\$ 6,745	
		A /C MATERIAL & LABOR (Rough In)	LOTE	\$3,850.00	1	\$ 3,850	
EXTERIOR WORKS		STUCCO MATERIAL (Arena, Cemento & Supplies, Malla, Esquineros etc.)	LOTE	\$5,155.00	1	\$ 5,155	
		STUCCO LABOR & Stone Decorative ( Include Details Fnshes. )	LOTE	\$4,345.00	1	\$ 4,345	
		BRICK & Stone Decorative MATERIAL (Arena, Cemento & Supplies, Malla, Esquineros etc.)	LOTE	\$2,315.00	1	\$ 2,315	
		BRICK LABOR & Stone Decorative ( Include Details Fnshes. )	LOTE	\$1,840.00	1	\$ 1,840	
			LOTE	\$0.00		\$ -	
DRYWALL		Insulation MATERIALS	LOTE	\$1,650.00	1	\$ 1,650	
		Sheetrock MATERIALS	LOTE	\$1,910.00	1	\$ 1,910	
		Insulation & Sheetrock LABOR	LOTE	\$2,025.00	1	\$ 2,025	
SPECIAL INSTLS./ INTERMEDIUM		Plumber MATERIAL & LABOR (Top Out, & Installation Water Lines will bePEX)	LOTE	\$2,285.00	1	\$ 2,285	
		Electrical MATERIAL & LABOR (Rough In)	LOTE	\$6,745.00	1	\$ 6,745	
		A /C MATERIAL & LABOR (Heating Ducts)	LOTE	\$3,850.00	1	\$ 3,850	
		TAPE, FLOAT & PAINT & Soffit Exterior MATERIAL & LABOR (Include Paint in All Walls, Interior & Exterior Doors, Shelves in Clostes, Wood Base & Crown Moulding, Windows Stool etc.)	SQ. FT.	\$2.80	3447.26	\$ 9,652	

950.00

\$2,645.00

\$ 24,571

\$ 12,500

\$ 41,152

\$ 5,390

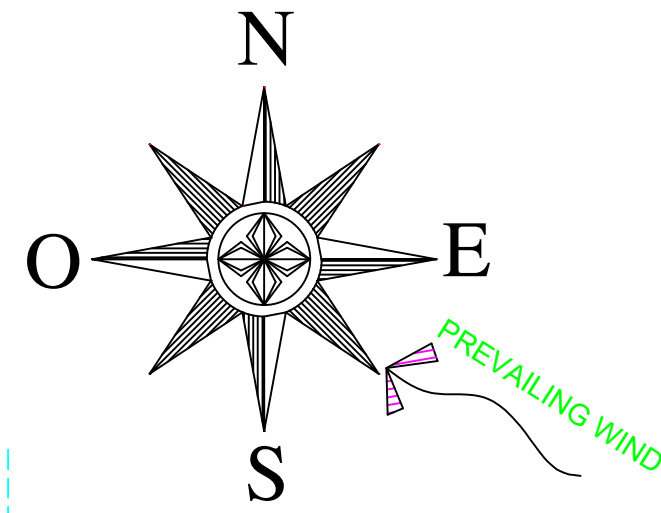
\$ 12,880

\$ 13,655.00

\$ 5,585.00

\$ 12,880

INTERIOR WORKS	Tile MATERIAL, (ALL Material in Bedrooms, Kitchen, Escaleras & Bath)	SQ. FT.	\$1.20	3447.26	\$ 4,137
	Tile LABOR, Incluye Pegamento y Grout o Boquilla.	SQ. FT.	\$0.05	3447.26	\$ 172
	Tile LABOR, Installation all tile	SQ. FT.	\$1.10	3447.26	\$ 3,792
	Cabinets MATERIAL & LABOR	LOTE	\$120.00	70	\$ 8,400
	CERAMIC - SHOWER MATERIAL & LABOR	LOTE	\$1,125.00	3.5	\$ 3,938
	Interior Doors Only	LOTE	\$5,450.00	1	\$ 5,450
	HARDWARE (Chapas, Doors Stops etc.)	LOTE	\$2,125.00	1	\$ 2,125
	TRIM MATERIAL (Wood Base & Crown Moulding, Shelves, Windows Stool, etc.)	LOTE	\$2,950.00	1	\$ 2,950
	TRIM LABOR	SQ. FT.	\$1.05	3447.26	\$ 3,620
	ELECTRICAL FIXTURES (Buying & Selected by Owner)	LOTE	\$1,850.00	1	\$ 1,850
SPECIAL INSTLS./FINAL INSPECTIONS	Plumber MATERIAL & LABOR (Installation of Fixtures) FINAL INSPECTIONS	LOTE	\$2,285.00	1	\$ 2,285
	Electrical MATERIAL & LABOR (Installation of Fixtures, but Not Included in Contract) FINAL INSPECTIONS	LOTE	\$6,745.00	1	\$ 6,745
	A/C MATERIAL & LABOR (Installation Compressors Set) FINAL INSPECTIONS	LOTE	\$3,850.00	1	\$ 3,850
FINISH OTHERS	MIRRORS Vanities	LOTE	\$85.00	3.5	\$ 298
	ACCESORIES Kit Bars Towels, Toilet, etc.	LOTE	\$70.00	3.5	\$ 245
	CANCELERIA EN BATHS (Glass or other Material) CAMERA SYSTEM (Preveerlo in Framing for Pre-Wire)	LOTE	\$495.00	3.5	\$ 1,733
	ALARM (Preveerlo en etapa de Framing for Installation of Pre-Wire)	LOTE	\$413.00	1	\$ 413
	Final CLEANING / Screening	LOTE	\$100.00	1	\$ 100
C.O.	Inspeccion Final ELCTRICAL				
	Inspeccion Final HVAC				
	Inspeccion Final PLUMBER				
	C.O. (Certificate Occupancy)				
MANAGEMENT	PAGO POR CONSTRUCTION MANAGEMENT ALCE Construction LLC				
	Land				
	LOAN BANK				
	Commission				
	Closing Cost				
	Contract Price				
	Net Profit				
	PRICE x SQ. FT.		\$ 56.27	193,962	
					\$46,085.51
					\$ 12,880
					\$
					2,788.00
					\$0.00



### GENERAL NOTES

1. GENERAL ALL WORK SHALL COMPLY WITH THESE GENERAL REQUIREMENTS WORK ESPECIFICATIONS, CABO, NEC, NFPA, SOUTHERN STANDARD BILDNG CODE, ACI, STANDARDS, CONCRETE REINFORCING STEEL INSTITUTE, MANUAL OF STANDARD PRACTICE, AND ALL APPLICABLE GAS AND PLUMBING CODES.
2. CONTRACTORS SHALL BE LEGIBLE WITH AND PERFORM WORK IN STRICT ACCORDANCE WITH O.S.H.S. STANDARDS.
3. THE CONTRACTOR SHALL MAINTAIN THE PERMISES CLEAN AT ALL TIMES AND REMOVE ALL DEBRIS FROM JOB SITE AS THE WORK PROGRESSES AT NO EXTRA COST TO THE OWNER AL SHALL OBTAIN AND PAY FOR ALL PERMITS AND FEES REQUIRED FOR COMPLETION OF THIS PROJECT. CONTRACTOR COMPLY WITH CPL, LAREDO WATER WORKS SYSTEM, ENTEX, OR ANY OTHER UTILITY COMPANY REQUIREMENTS AND SHAL MAKE ALL ARRANGEMENTS NECESSARY FOR A COMPLETE AND PROPER INSTALLATION OF THE WORK INDICATED AND HEREIN SPECIFIED.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REPAIR ANY EXISTING IMPROVEMENT THAT IS DAMAGED DURING CONSTRUCTION AT NO EXTRA COST.
5. THE PLANS AND SCOPE OF WORK ARE GENERAL IN NATURE FOR ILLUSTRATION PURPOSES, THE CONTRACTOR SHALL THEREFORE VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS AND SCOPE OF WORK REQUIRED PRIOR TO BUILDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK INDICATED AND REQUIRED, AND SAND WORK SHALL COMPLY WITH ALL APPLICABLE CODES, STANDARDS AND ORDINANCES AS WELL AS THE REQUIREMENTS OF THE LOCAL BUILDING INSPECTOR.
6. PLUMBING: ALL PLUMBING WORK SHALL BE INSTALLED BY A REGISTERED AND CURRENTLY LICENSED PLUMBER AS PER CITY CODES AND ORDINANCES REPLACES AND EXTEND TROUGH ROOF ALL VENTS, ALL NEW FAUCET SHALL BE DELTA OR DELUX. ALL WATER AND SEWER MATERIALS AND CONECTIONS SHALL COMPLY WITH APPLICABLE LOCAL CODES, STANDARDS AND ORDINANCES.
7. INSTALL NEW OUTLETS, SWITCHES AND LIGHT FACTORS WHEREAS INDICATED REFER TO ELECTRICAL LAYOUT DRAWINGS.

### NOTES :

- CONTRACTOR VERIFY ALL DIMENSION PRIOR TO COMMENCEMENT OF ANY WORK DIMENSION INDICATED IN INCHES.
- CHECK SIDEWALK SLOPE (2% MIN.) OR AS REQ'D

### GENERAL NOTES:

- 1.- CONTRACTOR VERIFY FLOOR DROPS LOCATION FOR TILE INSTALLATION W/OWNER, ALSO VERIFY TILE DIMENSIONS, AND WOOD FLOOR LOCATION (PROVIDE DROP FLOOR FOR WOOD INSTALLATION).
- 2.- CONTRACTOR VERIFY ALL DROPS, OFFSETS, BLOCKOUTS, AND DIMENSIONS WITH ARCHITECTURAL PLANS, AND OWNER PRIOR TO PROJECT LAYOUT, UNDER NO CIRCUMSTANCES WILL A.R.A.M.O.S.D.E.S.I.G.N BE RESPONSIBLE FOR ANY DIMENSIONAL DISCREPANCIES ONCE CONSTRUCTION HAS BEGUN.
- 3.- ALL CONSTRUCTION SHALL CONFORM TO CURRENT CITY OF LAREDO TX., BUILD CODE.
- 4.- CONTRACTOR SHALL OBTAIN A SOIL REPORT, THE DATA CONTAINED IN THE SOIL REPORT SHALL BE ADHERED TO AS IF IT WERE PART OF THIS DOCUMENT AND SHALL TAKE PRECEDENCE OVER THE FOUNDATION DRAWINGS.
- 5.- CONTRACTOR VERIFY ALL DIMENSIONS AT JOB SITE PRIOR TO STARTING CONSTRUCTION.
- 6.- THESE PLAN ARE INTENDED TO PRVIDE BASIC CONSTRUCTION INFORMATION NECESSARY TO SUBSTANTIALLY COMPLETE THIS STRUCTURE, THIS MEANS THESE PLANS MUST BE VERIFIED AND CHECKED COMPLETELY BY THE BUILDER OR PERSON IN AUTHORITY FOR THE JOB, ANY DISCREPANCY, ERROR AND/OR OMISSION, IF FOUND IS TO BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE DESIGNER BEFORE CONSTRUCTION, WORK, OR PURCHASES MADE.
- 7.- ALL CODES ORDINANCES AND REQUIREMENTS, FEDERAL, STATE AND LOCAL TAKE PRECEDENCE OVER ANY PART OF THESE DRAWING WHICH MAY CONFLICT WITH THESE AGENCIES AND MUST BE

### 2015 International Residential Code (IRC) Energy Conservation (Chapter 11) Single Family Residential & Duplex New Energy Requirements Ordinance 2016-0-108 Effective September 1, 2016

- \* Manual "J" Submittals (Plan Review)
- \* Cooling Equipment 14 SEER (Inspection)
- \* Wall Insulation R-13 (Plan Review & Inspection)
- \* Ceiling Insulation R-38 (Plan Review & Inspection)
- \* R8 Fiberglass Duct Board-2" (Plan Review & Insp.)
- \* Flexible Duct -R8.0 (Plan Review & Inspection)
- \* Duct Leakage Testing (Mandatory)
- \* Envelope Leakage Testing (Mandatory)
- \* Improve Window Requirements (Plan Review & Insp.)
- \*\* Energy Conservation (UV Factor .32 - .34)\*\*
- \* Efficient Lighting Fixtures with High Efficiency Bulbs to 75% - CFL, LED (Inspection)

### AREAS

1st. Floor LIVING AREA	2,614.00 sf
2nd. Floor LIVING AREA	833.26 sf
<b>TOTAL OF LIVING AREA</b>	<b>3,447.26 sf</b>
FRONT PORCH	67.72 sf
REAR PORCH	560 sf
TRIPLE GARAGE	890 sf
<b>TOTAL SLAB AREA</b>	<b>4,964.98 sf</b>

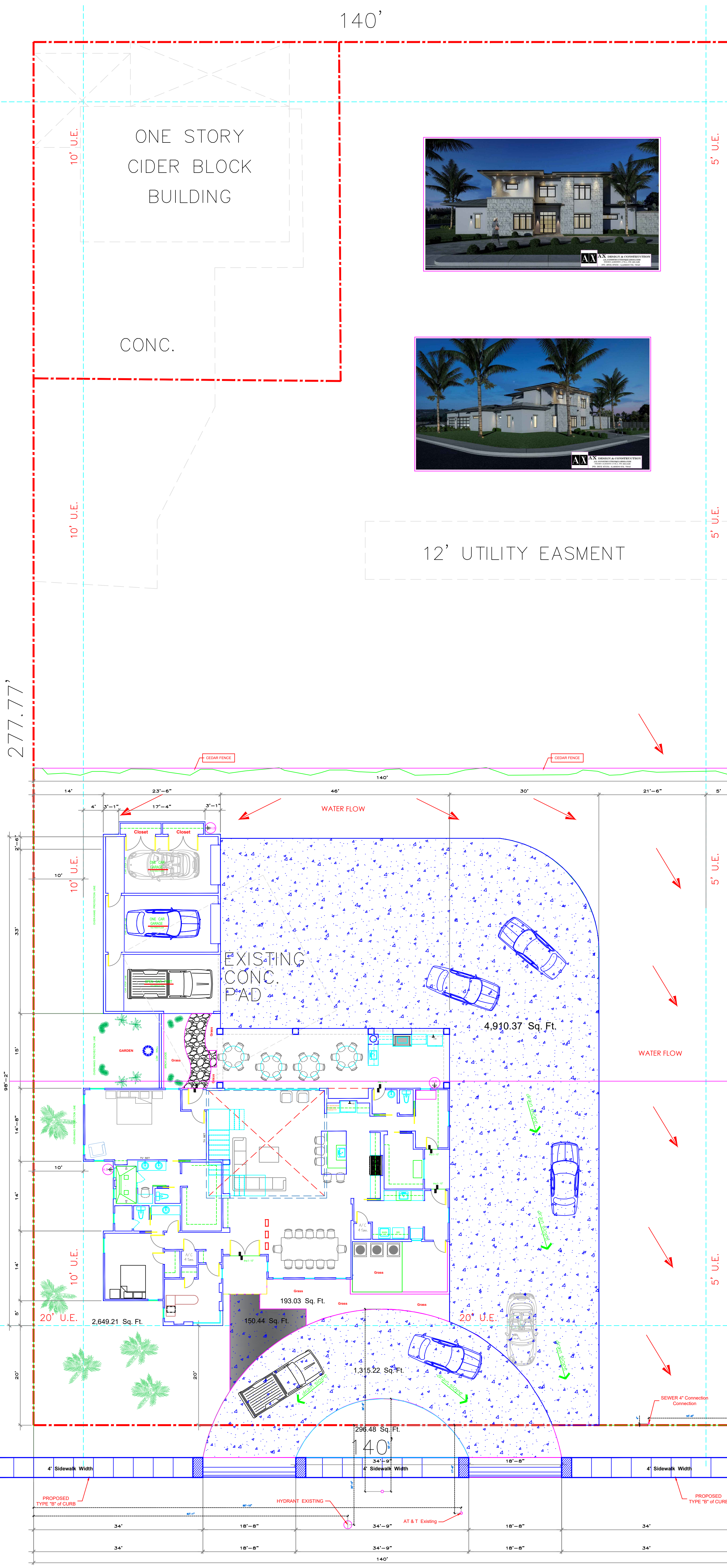
PROJECT : NEW HOUSE for Izzamary & Adrian T.  
 ADDRESS: # 3304 E FROST ST LAREDO TX  
 DESIGNER: Pedro A. Avila / A X Design & Construction  
 BUILDER: ALCE Construction LLC



LEGAL LOT: 2 ; BLK. 1  
 DESCRIPTION : PAUL YOUNG RANCH SUBD. Subdivision, Laredo Tx. 78043  
 DATE: OCTOBER, 2021  
 PLANS SCALE: As Noted  
 PLAN BY: P.A.A.P. DRAW BY: P.A.A.P.

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 © OCTOBER, 2021

SHEET No.  
**A1.0**



**LEGAL DESCRIPTION**  
 ADDRESS: # 3304 E FROST St.  
 LOT: 2  
 BLOCK: 1  
 SUBDIVISION: Paul Young Ranch SUBD. Laredo Tx. 78043

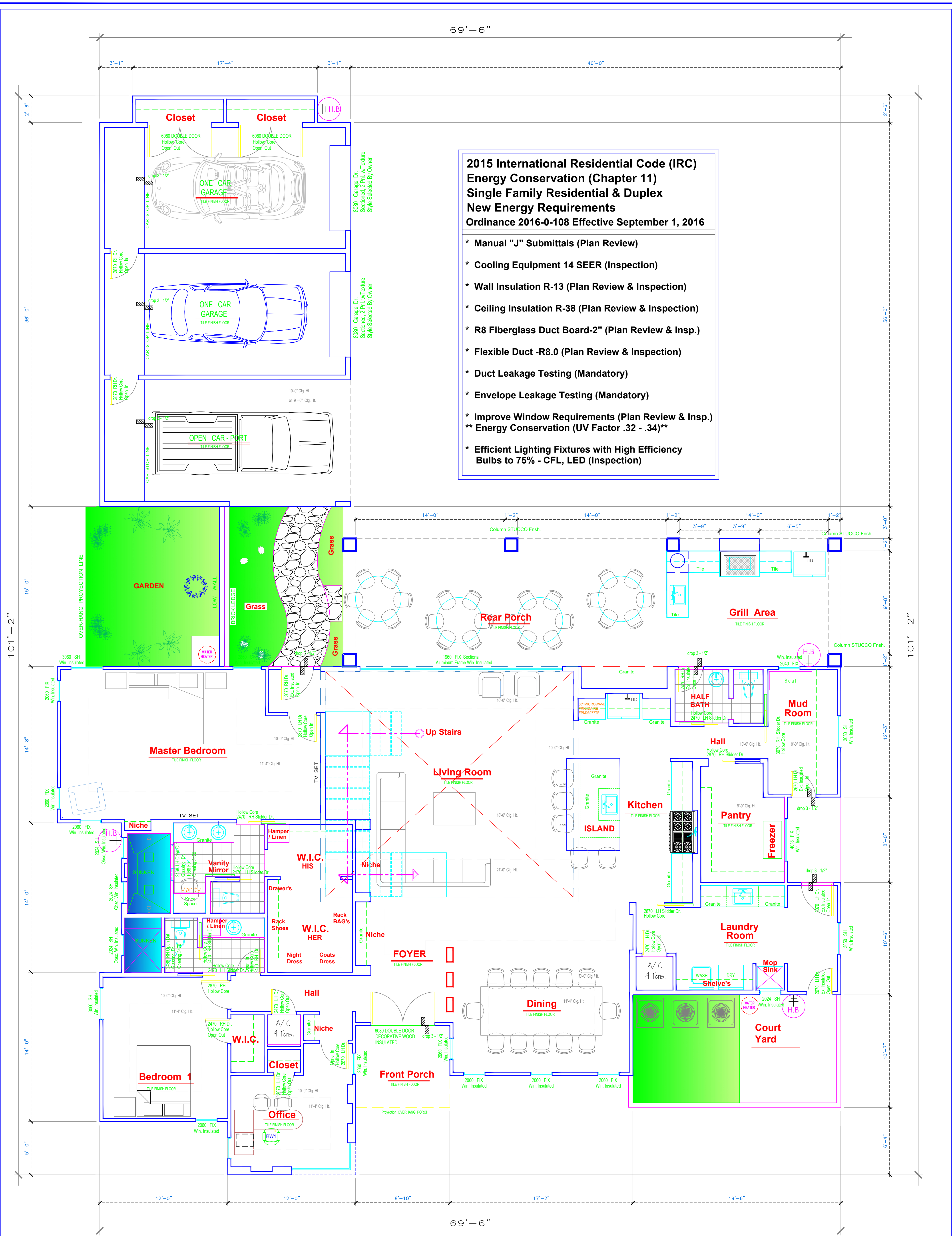
**1 SITE PLAN**  
 SCALE: 3/32" = 1'-0"

**E. FROST St.**

69'-6"

**2015 International Residential Code (IRC)  
Energy Conservation (Chapter 11)  
Single Family Residential & Duplex  
New Energy Requirements  
Ordinance 2016-0-108 Effective September 1, 2016**

- \* Manual "J" Submittals (Plan Review)
- \* Cooling Equipment 14 SEER (Inspection)
- \* Wall Insulation R-13 (Plan Review & Inspection)
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- \* Efficient Lighting Fixtures with High Efficiency Bulbs to 75% - CFL, LED (Inspection)



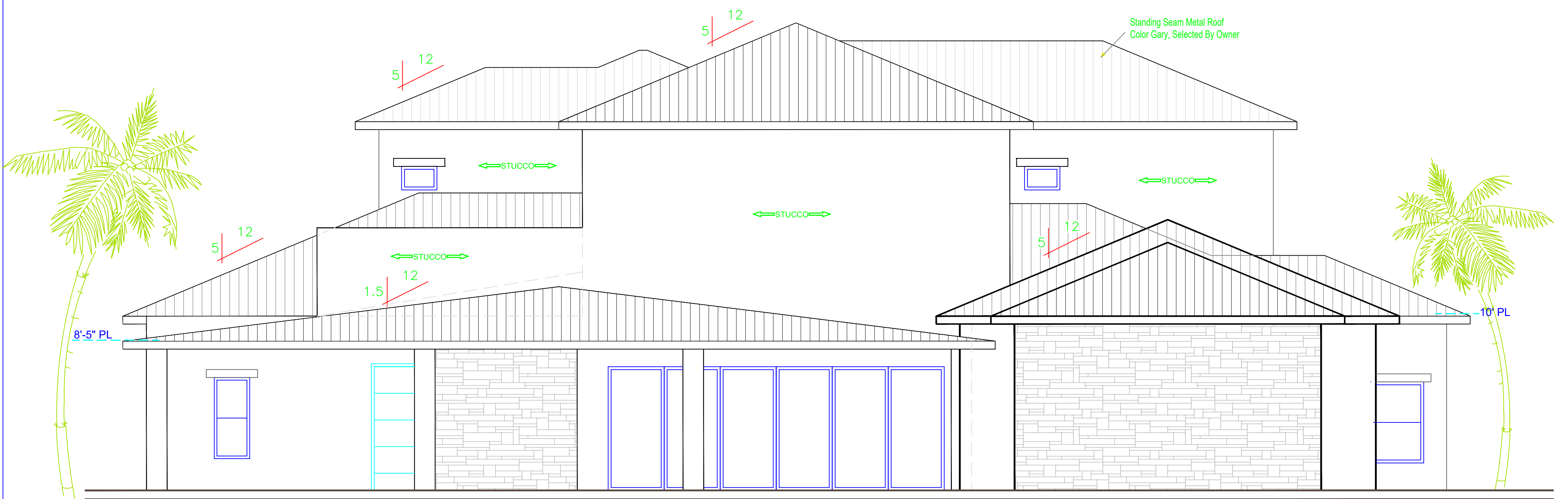
**FIRST FLOOR PLAN** 2,614 Sq. Ft.  
SCALE: 1/4" = 1'-0"

FLOOR PLAN LEGEND	
Exterior	EXTERIOR WALL 10' High, Wood Stud (2" x 6") & (2" x 4") Verify Thick on Plan To OUTSIDE Insulation R-13, on (2x4 Stud) & Insulation R-19 (2X6 Stud) Stucco + Acrylic, Color Selected By Owner.
Interior	To INTERIOR Sheetrock 1/2" Tape Float & Paint, Color Selected By Owner.
	INTERIOR PARTITION WALL, Wood Stud (Dims 2" x 4") Verify Thick on Plan To INTERIOR Insulation R-13, & Sheetrock 1/2", Tape, Float & Paint. BOTH SIDES Color Selected By Owner.
	2" X 6" Wood Studs Back Installations Restroom & Laundry, See Floor Plan

PROJECT: NEW HOUSE for Izzamary & Adrian T.		This drawing is property of AX Design & Construction who retains all common law, statutory, and other reserved rights, in addition to the copyright. This drawing is not to be used, copied, or distributed to others without the written consent of AX Design & Construction
ADDRESS: # 3304 E FROST ST LAREDO TX		
DESIGNER: Pedro A. Avila / A X Design & Construction		LEGAL LOT. 2 ; BLK. 1 DESCRIPTION : PAUL YOUNG RANCH SUBD. Subdivision, Laredo Tx, 78043
BUILDER: ALCE Construction LLC		
 DESIGN & CONSTRUCTION Ph. (956) 333-3459 E-mail ax_construction@yahoo.com	DATE: OCTOBER, 2021	SHEET No. <b>A2.0</b>
	PLANS SCALE: As Noted	




**1** FRONT ELEVATION  
**A1** SCALE: 1/4" = 1'-0"



**1** REAR ELEVATION  
**A1** SCALE: 1/4" = 1'-0"




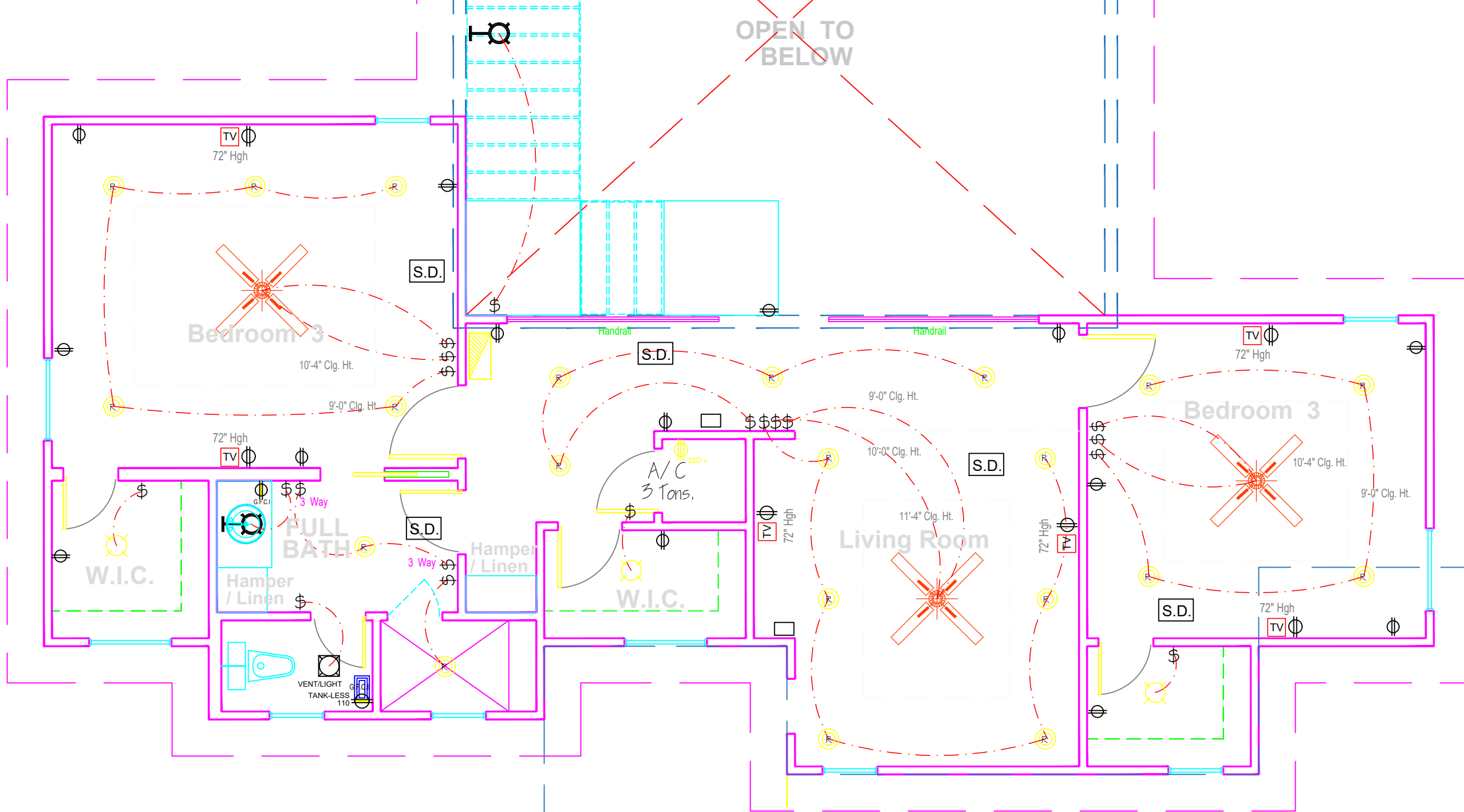
PROJECT : NEW HOUSE for Izzamary & Adrian T.		This drawing is property of AX Design & Construction who retains all common law, statutory, and other reserved rights, in addition to the copyright. This drawing is not to be used, copied, or distributed to others without the written consent of AX Design & Construction
ADDRESS: # 3304 E FROST ST LAREDO TX		
DESIGNER: Pedro A. Avila / A X Design & Construction		© OCTOBER, 2021
BUILDER: ALCE Construction LLC		
 <b>AX</b> DESIGN & CONSTRUCTION Ph. (956) 333-3459 E-mail ax_construction@yahoo.com	LEGAL LOT. 2 ; BLK. 1	
	DESCRIPTION : PAUL YOUNG RANCH SUBD. Subdivision, Laredo Tx, 78043	DATE: OCTOBER, 2021
PLANS SCALE: As Noted	PLAN BY: P.A.A.P. DRAW BY: P.A.A.P.	SHEET No.
		<b>A5.0</b>



**NOTES:**

This is only a Criterion, but it is always necessary to be verified by engineer or Contractor with Knowledge of this Area, as well as in the facilities, with area Air Conditioning, Electricity & Plumbing.

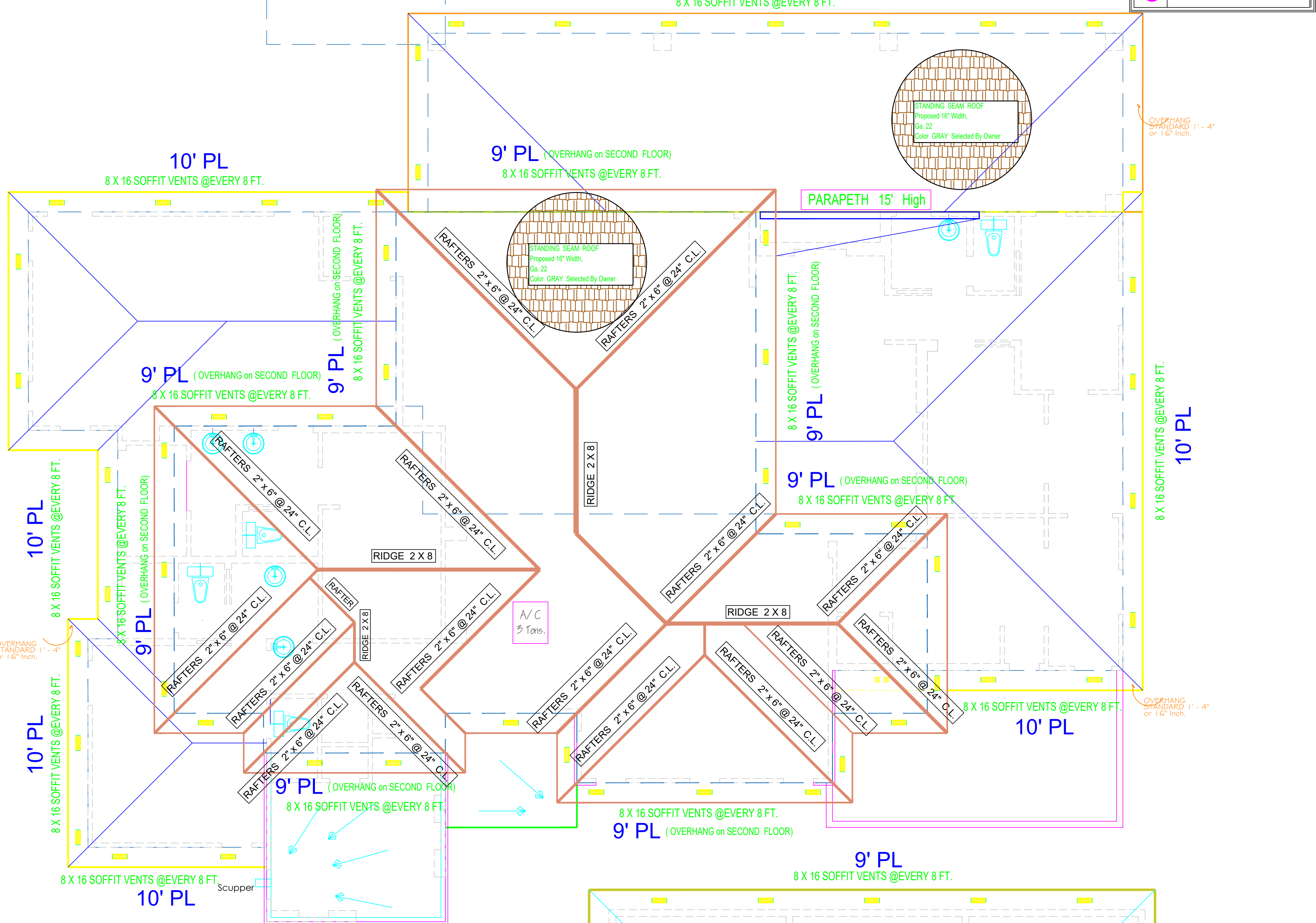
PROJECT: NEW HOUSE for Izzamary & Adrian T.		This drawing is property of AX Design & Construction who retains all common law, statutory, and other reserved rights, in addition to the copyright. This drawing is not to be used, copied, or distributed to others without the written consent of AX Design & Construction © OCTOBER, 2021
ADDRESS: # 3304 E FROST ST LAREDO TX		
DESIGNER: Pedro A. Avila / AX Design & Construction		LEGAL LOT. 2 : BLK. 1 DESCRIPTION : PAUL YOUNG RANCH SUBD. Subdivision, Laredo Tx, 78043
BUILDER: ALCE Construction LLC		
 DESIGN & CONSTRUCTION Ph. (956) 333-3459 E-mail ax_construction@yahoo.com	DATE: OCTOBER, 2021	SHEET No. <b>A8.0</b>
	PLANS SCALE: As Noted	



[Symbol]	SWITCH
[Symbol]	THREE WAY SWITCH
[Symbol]	110 DUPLEX OUTLET
[Symbol]	DUPLEX OUTLET W/GROUND FAN LT. INT.
[Symbol]	220 VOLT DUPLEX OUTLET
[Symbol]	TELEVISION CABLE OUTLET
[Symbol]	TELEPHONE CABLE
[Symbol]	SURFACE MOUNT CEILING FIXTURE
[Symbol]	VENT/LIGHT CEILING FIXTURE
[Symbol]	RECESSED CEILING FIXTURE
[Symbol]	WALL MOUNT LIGHT FIXTURE
[Symbol]	SPOT LTS.
[Symbol]	2' x 4' FLOURESCENT LIGHT FIXTURE, #
[Symbol]	2' x 2' FLOURESCENT LIGHT FIXTURE
[Symbol]	FAN/LIGHT COMBINATION
[Symbol]	FLOOD LIGHT
[Symbol]	CHIME
[Symbol]	PUSH BUTTON DOOR BELL, w/ intercomm. system preparation
[Symbol]	INTERCOMM. SYST. PREPARATION
[Symbol]	SMOKE DETECTOR W/ Monoxide Carbon
[Symbol]	CIRCUIT BOX
[Symbol]	FLOURESCENT CORD LIGHT
[Symbol]	24" TRACK LIGHT
[Symbol]	EXIT AND EMERGENCY LIGHT
[Symbol]	CAT 5, FAX, Y TELEPHONE
[Symbol]	A / C FLEX DUCT, DEL RIGID DUCT.
[Symbol]	A / C INJECTION W / FLEX DUCT.

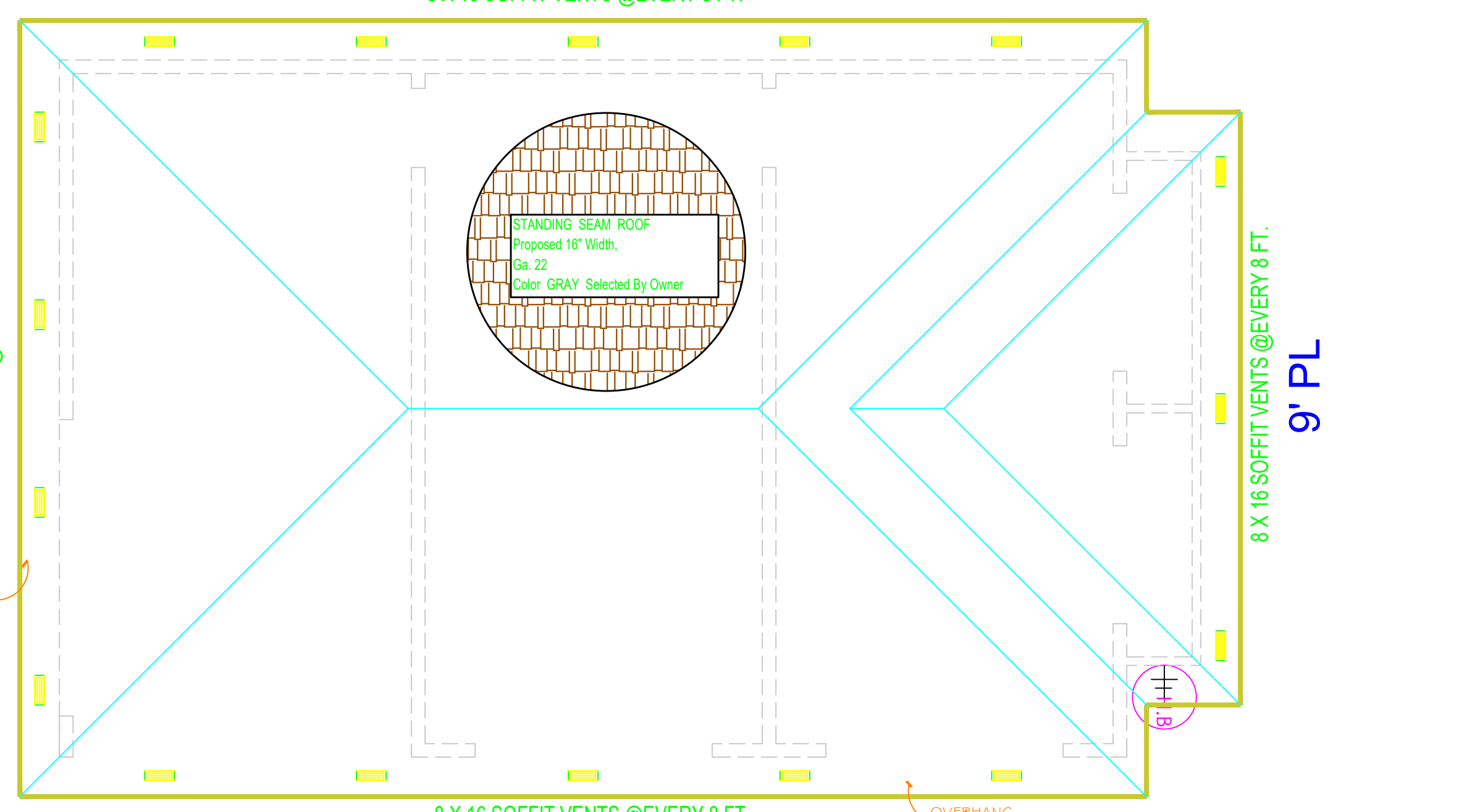
**1** Proposed FIRST FLOOR + ELECTRICAL PLAN 833.26 Sq. Ft. + 533.40 Sq. Ft.

SCALE: 3/16" = 1'-0"



**1** ROOF PLAN (1st. & 2nd. Floor)

SCALE: 3/16" = 1'-0"



**1** ROOF PLAN (Triple Car Garage)

SCALE: 3/16" = 1'-0"

# PID 258049 | 3304 FROST

Property Summary Report | Year 2021  
Online Services | Webb County Appraisal District

## General Info

### ACCOUNT

Property ID: **258049**  
 Geographic ID: **974-20001-020**  
 Type: **R**  
 Zoning: **R-1**  
 Agent:  
 Legal Description: **PAUL YOUNG RANCH SUBD, BLOCK 1, LOT 2, (FORMERLY LOT 1 AND .0295 AC)**

### OWNER

Name: **TORRES ADRIAN F & WF**  
 Secondary Name: **IZZAMARY**  
 Mailing Address: **306 HANCOCK CT LAREDO TX USA 78046**  
 Owner ID: **10191537**  
 % Ownership: **100.00 %**  
 Exemptions:

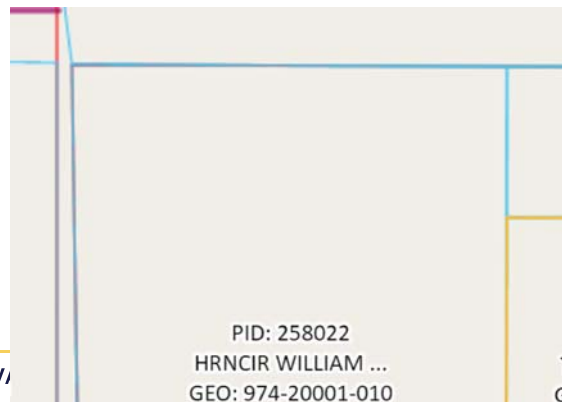
Property Use:

### LOCATION

Address: **3304 E FROST ST LAREDO TX 78043**  
 Market Area:  
 Market Area CD: **EL01**  
 Map ID:

### PROTEST

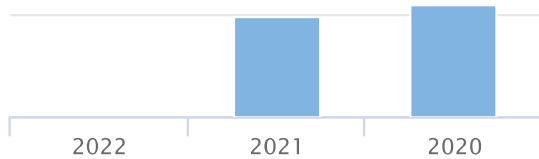
Protest Status:  
 Informal Date:  
 Formal Date:



## Values

### CURRENT VALUES

Land Homesite	0
Land Non-Homesite	97,693
Special Use Land Market	0
Total Land	97,693
Improvement Homesite	0
Improvement Non-Homesite	0
Total Improvement	0
Market	97,693
Special Use Exclusion (-)	0
Appraised	97,693
Value Limitation Adjustment (-)	0
Net Appraised	97,693

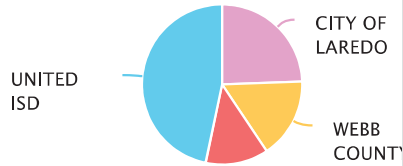


### VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion (-)	Appraised	Value Limitation Adj (-)	Net Appraised
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	97,693	0	0	97,693	0	97,693
2020	97,690	11,950	0	109,640	0	109,640

**Taxing Units**

Owner: **TORRES ADRIAN F & WF**  
 % Ownership: **100 %**  
 Total Value: **97,693**



Unit	Description	Tax Rate	Net Appraised	Taxable Value	Estimated Tax
C1	CITY OF LAREDO	0.615370	97,693	97,693	601.17
G3	WEBB COUNTY	0.410000	97,693	97,693	400.54
J2	LAREDO COLLEGE	0.319441	97,693	97,693	312.07
S7	UNITED ISD	1.177800	97,693	97,693	1,150.63
<b>TOTAL TAX RATE:</b>		<b>2.522611</b>			
<b>* ESTIMATED TAXES WITH CURRENT EXEMPTIONS:</b>					<b>2,464.41</b>
<b>* ESTIMATED TAXES WITHOUT EXEMPTIONS:</b>					<b>2,464.41</b>

**\* DO NOT PAY FROM THIS ESTIMATE.** This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

**Land**

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value ⓘ
R_REG7	EAST LAREDO	0.80	34,643.00	2.82	97,693	0

# PID 258049 | 3304 FROST

Property Summary Report | Year 2021  
Online Services | Webb County Appraisal District

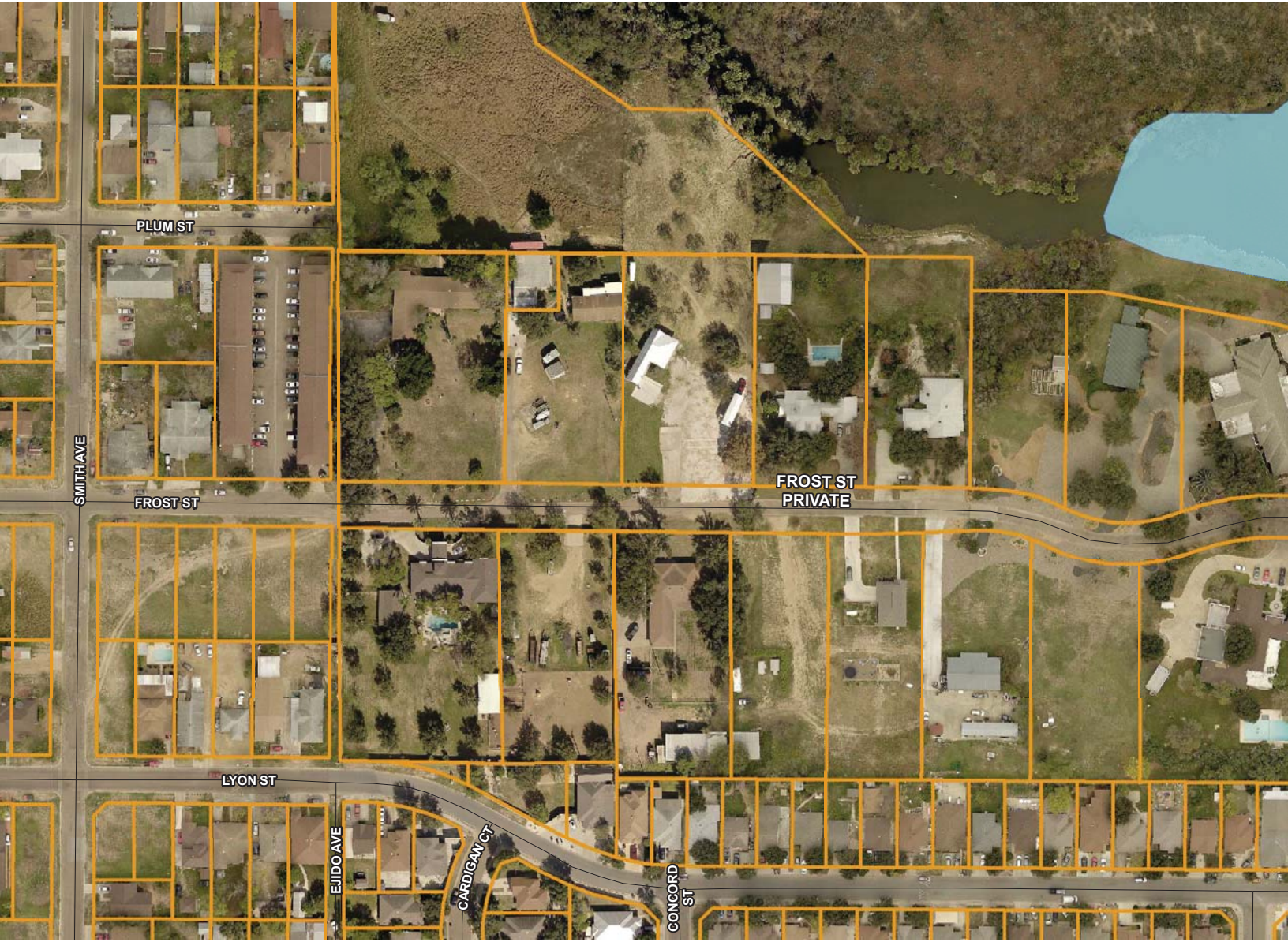
## Deed History

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
2019-12-16	WD	WARRANTY DEED	TORRES ADRIAN G & WF	TORRES ADRIAN F & WF		4745	0450	1385732
2019-12-16	WD	WARRANTY DEED	ZUNIGA FAUL, ZUNIGA FAUL & SALLY ZUNIGA	TORRES ADRIAN G & WF		4710	0786	1379882
2000-09-21	DG	DEED OF GIFT	ZUNIGA OSCAR J & WF PATRICIA Y	ZUNIGA FAUL & SALLY ZUNIGA		974	4-5	710011

Powered by<True Prodigy>

SINGLE-FAMILY NEW CONSTRUCTION  
 NEZ TAX ABATEMENT AND PERMIT FEE CALCULATIONS  
 3304 E Frost St

CAPITAL INVESTMENT	\$193,962.00	
CURRENT PROPERTY VALUE	\$97,963.00	land value only since
CURRENT ANNUAL CITY TAX	\$601.17	demolition of existing
SQUARE FOOTAGE	3,447	structures
BUILDING PERMIT	\$930.69	
ELECTRICAL PERMIT	\$180.00	
MECHANICAL PERMIT	\$130.00	
PLUMBING PERMIT	\$185.00	
DEMO PERMIT	\$0.00	
ROW PERMIT	\$50.00	
PROPOSED NEW PROPERTY VALUE	\$291,925.00	
PROPOSED NEW ANNUAL CITY TAX	\$1,796.42	
TOTAL PERMIT FEES	\$1,475.69	
NUMBER OF YEARS TAX ABATEMENT	5	
CITY TAX RATE	0.615%	
COMMERCIAL	\$0.27	
ANNUAL TAX ABATEMENT	\$1,195.25	
TOTAL TAX ABATEMENT	\$5,976.24	



PLUM ST

SMITH AVE

FROST ST

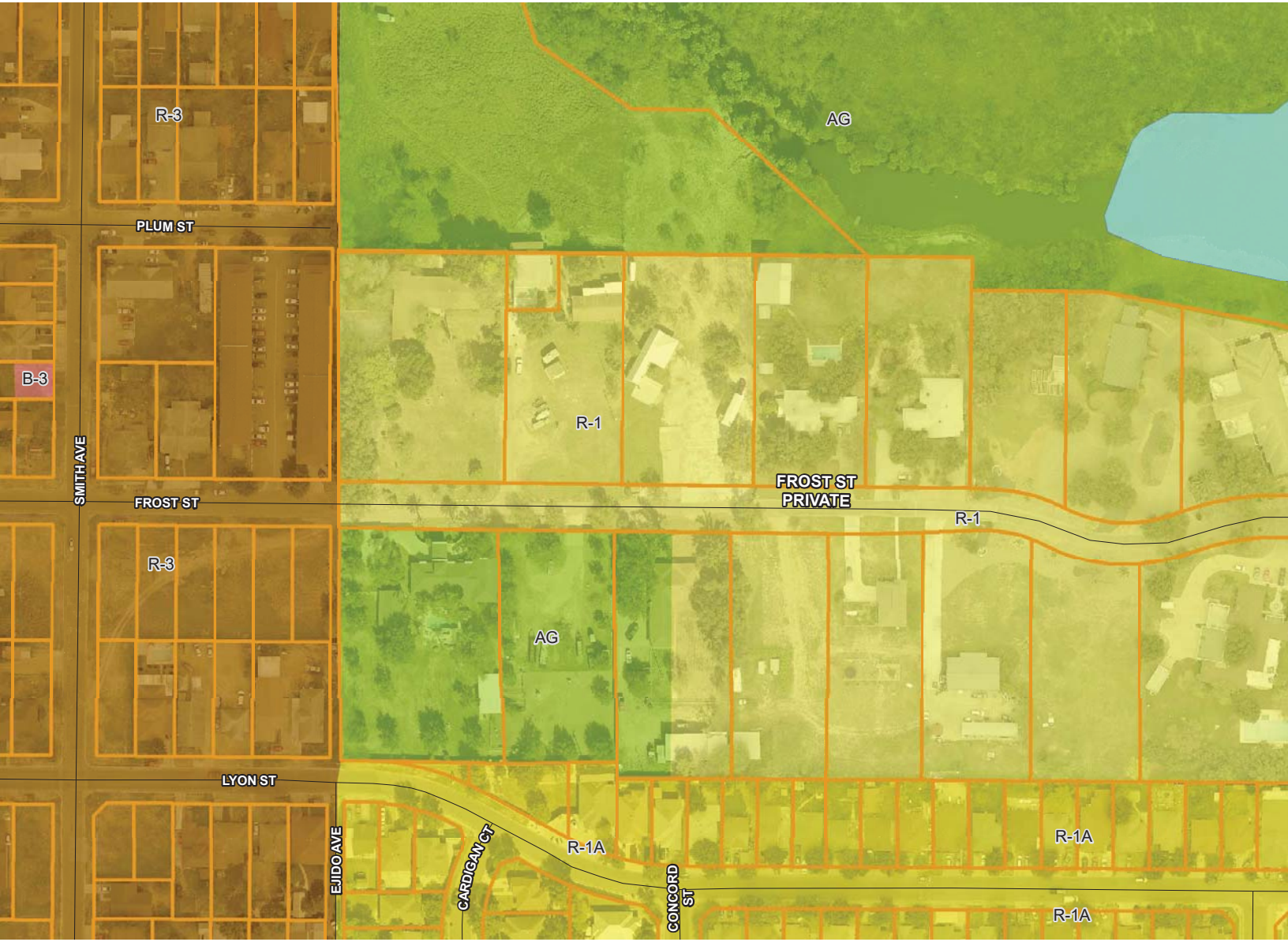
FROST ST PRIVATE

LYON ST

EJIDO AVE

CARDIGAN CT

CONCORD ST



R-3

AG

PLUM ST

B-3

R-1

SMITH AVE

FROST ST PRIVATE

FROST ST

R-1

R-3

AG

LYON ST

EJIDO AVE

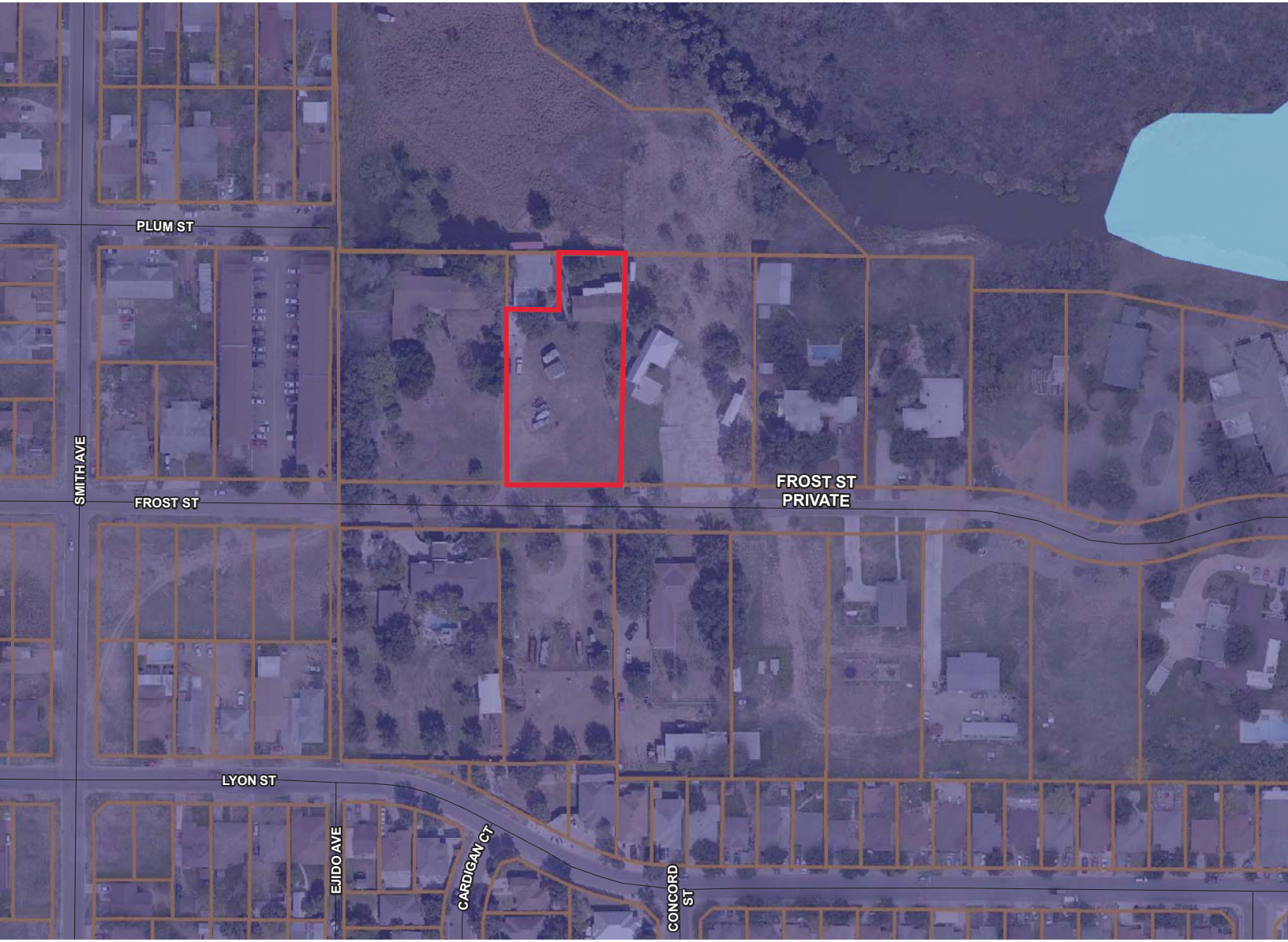
R-1A

CARDIGAN CT

CONCORD ST

R-1A

R-1A



PLUM ST

SMITH AVE

FROST ST

LYON ST

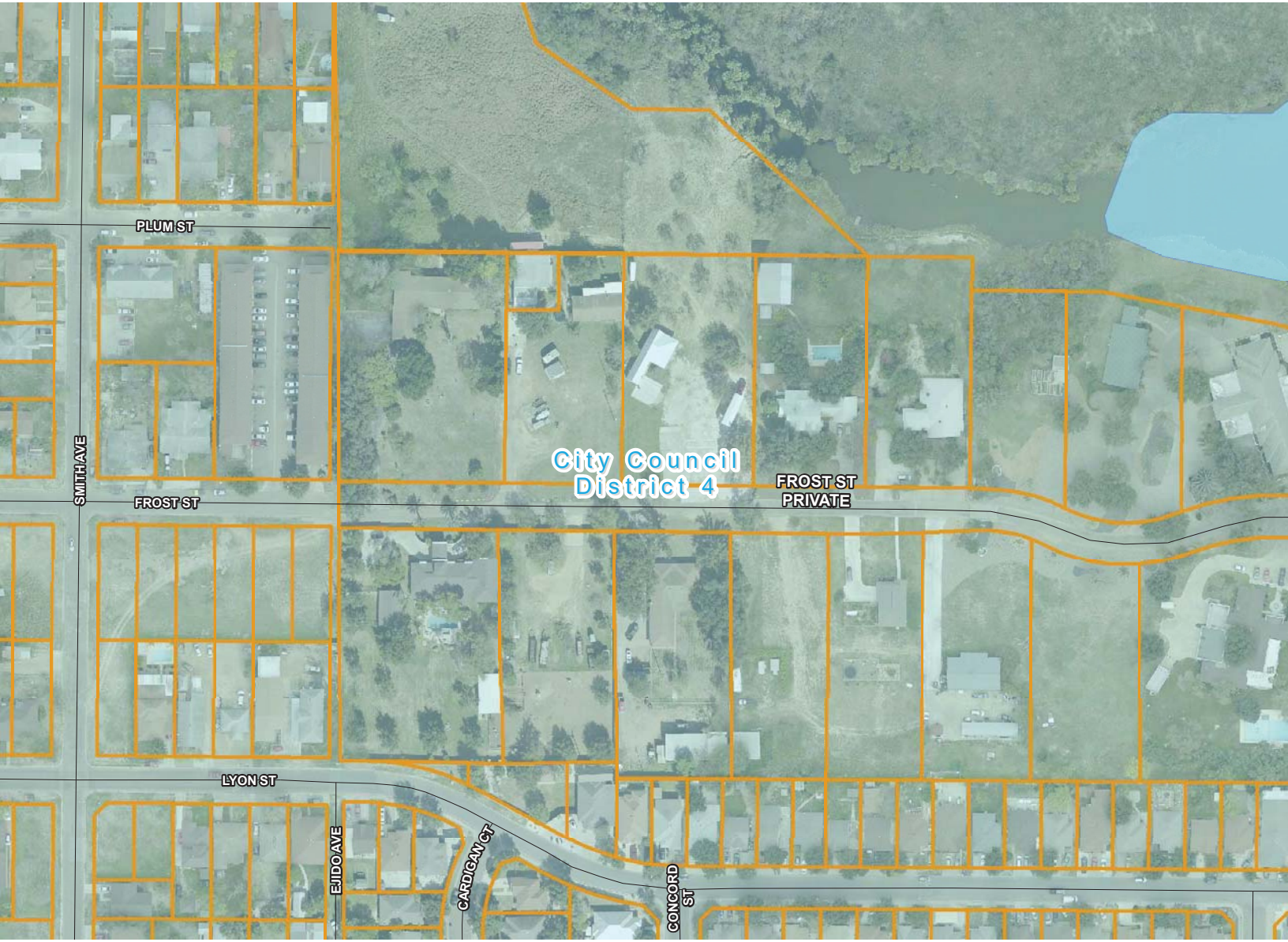
EJIDO AVE

CARDIGAN CT

CONCORD ST

FROST ST PRIVATE





City Council  
District 4

SMITH AVE

PLUM ST

FROST ST

FROST ST  
PRIVATE

LYON ST

EJIDO AVE

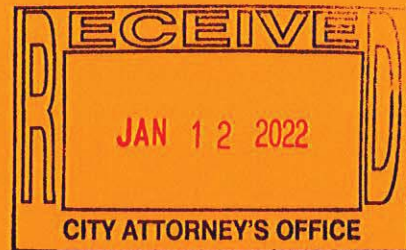
CARDIGAN CT

CONCORD  
ST

## NEZ INFORMATION

1. Resolution Number: 2022-R-000
2. Owner: Izzamary Torres
3. Address: 3304 E Frost St
4. Legal Description: Lot 2, Block 1, Paul Young Subdivision
5. Geo-ID: 974-20001-020
6. Application #: 21-12454
7. Zoning: R-1
8. City Council District: 4
9. NEZ District: 3
10. Property value: \$97,693.00
11. Estimated Annual Tax Abatement: \$1,195.25
12. Estimated Total Tax Abatement: \$5,976.24
13. Capital Investment: \$193,962.00
14. Estimated Total Permits Fees: 1,475.69
15. City Council Meeting Date: 2-7-2021
16. Email: izzamarytorres@gmail.com

**CITY OF LAREDO  
SIGNATURE ROUTING FORM**



Date: 1-7-2022

Re: Neighborhood Empowerment Zone

\_\_\_\_\_ Ordinance #  
2022-R-008 Resolution #  
 \_\_\_\_\_ Motion  
 \_\_\_\_\_ Other

Please sign for BUILDING (DEPARTMENT). A total of 1 documents need your signature.

\_\_\_\_\_ This contract does not require Council action.

\_\_\_\_\_ The bid was accepted by City Council on \_\_\_\_\_.

**Pending signature:**

\_\_\_\_\_ Risk Management (if applicable) \_\_\_\_\_ Date: \_\_\_\_\_.

\_\_\_\_\_ Finance Department (if applicable) \_\_\_\_\_ Date: \_\_\_\_\_.

Legal Department [Signature] \_\_\_\_\_ Date: 1-13-22.

City Manager's Office [Signature] \_\_\_\_\_ Date: 1/14/22.

City Secretary's Office [Signature] \_\_\_\_\_ Date: 1/14/22.  
 \* Distribution: Karina Elizondo

**Contact Info:**

Please return signed document(s) to BUILDING (DEPARTMENT). For any questions please contact Roland H Lozano @ rlozano1@ci.laredo.tx.us.

Thank you.

**PLEASE EXPEDITE**

\*Note Original Contracts, ordinances, motions, and resolutions should be submitted on Blue backs.

One original will be kept by City Secretary. Department will receive remaining copies.



# CITY OF LAREDO

BUILDING DEVELOPMENT SERVICES DEPARTMENT

1413 Houston St, Laredo, Texas, 78040 • Phone: 956.794.1625 • Fax: 956.795.2998



## Neighborhood Empowerment Zone Expedited Building Permit Fee Waiver Certification

January 13, 2022

I John Hickle, Building Development Services Director, have reviewed and certify that the application for **3304 E. Frost Street** meets all requirements for certification under resolution 2022-R-008 for expedited building permit fee waiver.

*For [Signature]*

*1-13-2022*

John Hickle  
Building Development Services Director

Date

Approved

Disapproved

*[Signature]*  
Robert A. Eads, City Manager

*1/13/22*  
Date

*[Signature]*  
Jose A. Valdez, City Secretary



*1/18/22*  
Date

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Kristina L. Hale, Assistant City Manager

**Staff Source:** Tina Martinez, CD Director

**SUBJECT**

Authorizing the Interim City Manager to amend the Emergency Solutions Grant - Coronavirus (ESG-CV) contracts with Bethany House of Laredo, Inc., Holding Institute, and Catholic Charities by increasing the total amount awarded to each agency by an additional \$290,281.00 in funding. The additional awarded fund will be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance. These available ESG-CV funds must be utilized for eligible ESG activities.

**PREVIOUS COUNCIL ACTION**

09/08/20- Council approved the award of the ESG-CV1 funds to Bethany House of Laredo, Holding Institute, SCAN and Casa de Misericordia

06/21/21- Council approved the award of ESG-CV2 funds to Catholic Charities

**BACKGROUND**

The City received ESG-CV funds through statutory regulation and is obligated to expend all funds within 24 months.

The agencies were awarded in the following categories:

<b>Agency</b>	<b>Component</b>	<b>Awarded</b>	<b>Requested</b>	<b>Amended Amount</b>
Bethany House	Shelter Operations	\$ 168,386	\$ 64,890	\$ 233,276
	Shelter Essential Services	\$ 30,000		\$ 30,000
	Shelter Renovation	\$ 1,189,371		\$ 1,189,371
	Street Outreach	\$ 55,000		\$ 55,000
	HMIS	\$ 10,000		\$ 10,000
	Administration	\$ 44,000		\$ 44,000
	Homelessness Prevention	\$ 137,079		\$ 137,079
	Rapid Re-Housing	\$ 95,600		\$ 95,600
	<b>Total</b>	<b>\$ 1,729,436</b>	<b>\$ 64,890</b>	<b>\$ 1,794,326</b>
Holding Institute	Shelter Operations	\$ 343,323	\$ 72,149	\$ 415,472

	Shelter Essential Services	\$ 262,577	\$ 63,492	\$ 326,069
	Street Outreach	\$ 25,304		\$ 25,304
	HMIS	\$ 2,606	\$ 6,532	\$ 9,138
	Administration	\$ 13,750	\$ 3,218	\$ 16,968
	<b>Total</b>	<b>\$ 647,560</b>	<b>\$ 145,391</b>	<b>\$ 792,951</b>
Catholic Charities	Shelter Operations	\$ 144,774	\$5,000	\$ 149,774
	Shelter Essential Services	\$ 171,095	\$75,000	\$ 246,095
	HMIS	\$ 10,000		\$ 10,000
	Administration	\$ 20,000		\$ 20,000
	<b>Total</b>	<b>\$ 345,869</b>	<b>\$ 80,000</b>	<b>\$ 425,869</b>
	<b>Grand Total</b>	<b>\$ 2,722,865</b>	<b>\$ 290,281</b>	<b>\$ 3,013,146</b>

Bethany House, Holding Institute, and Catholic Charities are requesting these additional funds to continue providing eligible services to those homeless affected with COVID-19. City staff identified additional funds in the amount of \$290,281 in ESG-CV funds that would benefit Non-profit agencies. Staff recommends awarding them as mentioned due to their timely expenditure of funds and accurate reporting. This award will ensure the September 30, 2022 HUD deadline is met.

#### **COMMITTEE RECOMMENDATION**

N/A

#### **STAFF RECOMMENDATION**

That this motion be passed.

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#### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:** Y

**Source of Funds:** ESG-CV

**Account #:** 219-9152/9252

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

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**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Riazul Mia, Assistant City  
Manager

**Initiated By:** Riazul Mia; Assistant City Manager

**Staff Source:** Ramon E. Chavez, P.E. City Engineer

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**SUBJECT**



**Dynamic and Sustainable**

Consideration for approval of the selection of the top ranked consultant for RFQ FY22-ENG-14 Construction Materials Quality Testing and Subsurface Exploration Services for the Sports Complex Venue and authorization to negotiate and execute a professional services contract. Five (5) responses were received at the City Secretary's Office on March 10, 2022, and publicly opened, read and taken under advisement on March 11, 2022. The evaluation committee recommends the selection of Howland Engineering & Surveying Co., Inc. There is no financial impact at this time.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

Five (5) responses were received at the City Secretary's Office on March 10, 2022, and publicly opened, read and taken under advisement on March 11, 2022 as follows:

1. Carrillo & Associates, Inc., Laredo, Texas
2. CMT-Tec, LLC., Laredo, Texas
3. Howland Engineering & Surveying Co., Inc., Laredo, Texas
4. Millenium Engineers Group, Inc., Laredo, Texas
5. Terracon Consultants, Inc., Laredo, Texas

Scope of services include, but are not limited to:

1. Proctor Sampling
2. Density Control Testing, Bi Nuclear Method for Subgrade, Caliche, Black Base and Asphalt
3. Concrete Cylinder for Curb & Gutter, Sidewalks, Valley Gutters, or Concrete

Pavement.

4. Asphalt Sampling

5. Asphalt Cores

6. Depth Check for Caliche Base/Asphalt

7. Laboratory services may include subsurface explorations, if required.

8. Torque testing

9. Weld testing

10. Provide services within 2-hour timeframe.

### **COMMITTEE RECOMMENDATION**

N/A

### **STAFF RECOMMENDATION**

Approval of motion.

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#### **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.

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#### **Attachments**

Final Rankings

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# CITY OF LAREDO

RFQ FY22-ENG-14

Construction Materials Quality Testing and Subsurface  
Exploration Services for the Sports Complex Venue

## Committee Final Rankings

<b>Howland Engineering &amp; Surveying Co., Inc. Laredo, TX</b>	<b>1</b>
<b>Terracon Consultants, Inc. Laredo, TX</b>	<b>2</b>
<b>Millenium Engineers Group, Inc. Laredo, TX</b>	<b>3</b>
<b>Carrillo &amp; Associates, Inc. Laredo, TX</b>	<b>4</b>
<b>CMT-Tec, LLC. Laredo, TX</b>	<b>5</b>

<b>Consultant</b>	<b>Evaluator #1</b>	<b>Evaluator #2</b>	<b>Evaluator #3</b>	<b>Evaluator #4</b>	<b>Evaluator #5</b>
<b>Carrillo &amp; Associates, Inc. Laredo, TX</b>	5	5	2	5	3
<b>CMT-Tec, LLC. Laredo, TX</b>	4	4	4	4	5
<b>Howland Engineering &amp; Surveying Co., Inc. Laredo, TX</b>	2	1	1	2	1
<b>Millenium Engineers Group, Inc. Laredo, TX</b>	2	3	5	3	4
<b>Terracon Consultants, Inc. Laredo, TX</b>	1	2	3	1	2

Date: March 24, 2022

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Rosario Cabello, Deputy City  
Manager

**Staff Source:** Jose F. Castillo, Finance Department Director, Miguel A. Pescador,  
Purchasing Agent

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**SUBJECT**

Consideration to award annual supply contract FY22-045 to the following vendors:

1. Fastenal Company, Laredo, Texas;
2. Eagle Supply, Laredo, Texas;
3. South Texas Specialties, Laredo, Texas;
4. Dooley Tackeberry, Deer Park, Texas;

in an amount of up to \$300,000.00 annually for providing general safety supplies to all City departments. This contract establishes discount percentage pricing for those safety supplies most commonly utilized by City departments. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract may be extended for three, additional one (1) year periods, upon mutual agreement of the parties. All items will be purchased on an as-needed basis and funding will be secured from the user departmental budgets.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City received eight (8) bids through Cit-E-Bid for the purchase of safety supplies for various departments. This contract establishes discount percentage pricing for safety supplies most commonly utilized by city departments. Approximately, \$300,000.00 is spent annually on safety supplies by all city departments. All primary vendors will be contacted on purchases over \$1,500.00 in order to secure the best bid contract pricing for the City.

The term of this contract shall be for a period of two (2) years beginning as of the date

of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

A complete bid tabulation and final evaluation is attached.

Contract Vendors:

Vendor	Evaluation Scores	Award
Fastenal Company	95.00	Primary Vendor
Eagle Supply Company	87.00	Primary Vendor
Dooley Tackeberry	79.67	Primary Vendor
South Texas Specialties	77.67	Primary Vendor

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that these contracts be awarded.

---

**Fiscal Impact**

**Fiscal Year:** 2022

**Budgeted Y/N?:** Yes

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

All materials will be purchased on an as need basis. The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

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### **Attachments**

FY22-045 Bid Tab

FY22-045 Final Evaluation

FY22-045 Summary Pricing

FY22-045 Contracts

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Line #	Description	QTY	UOM	Dooley Tackberry, Inc		FASTENAL COMPANY		South Texas Specialties		Eagle Supply Co.	
				Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit
1	Section IV: Discount (50 Points): An evaluation of the pricing to the City of Laredo. Bid pricing shall be a cost plus format. The City requests that the personnel assigned for this contract be paid the wages indicated, by the successful contractor.	1	EA								
1.1	Cost Plus percentage	1	EA			34.0%				15.0%	
1.2	Discount from list (percentage)	1	EA			34.0%					
2	Section V: Pricing (10 Points): An evaluation of the pricing to the City of Laredo. The City's net price shall be F.O.B City of Laredo facilities, freight pre-paid. Provide proposed pricing for all the commodities listed. **Shall be used for evaluation and scoring purposes only.*****										
2.1	Disposable Nitrile Gloves Mfr#: S-15639 100 Per Box (S,M,L,XL)	1	EA	\$5,661.50	\$5,661.50	\$20,052.84	\$20,052.84	\$26,096.24	\$26,096.24	\$34,292.88	\$34,292.88
2.2	Industrial Nitrile Gloves W/ Extended Cuff Mfr#: S-14181 50 Per Box (S,M,L,XL)	1	Box	\$32.00		\$17.06		\$33.80		\$88.85	
2.3	Exam Grade Latex Gloves Mfr#: S-9642 100 Per Box (S,M,L,XL)	1	Box	\$27.00		\$17.06		\$28.60		\$94.05	
2.4	Micro-Foam Nitrile Coated Gloves Mfr#: S-21083 12 Per Box (S,M,L,XL)	1	Box	\$19.00		\$17.06		\$19.50		\$82.35	
2.5	Thermal Latex Coated Gloves Mfr#: S-19884 12 Per Box (S,M,L,XL)	1	Box	\$47.00		\$18.36		\$50.70		\$23.75	
2.6	Class 3 Hi-Vis Lightweight Rainwear Pants Mfr#: S-22970 (M, L, XL, 2XL)	1	Box	\$64.00		\$53.04		\$68.90		\$24.50	
2.7	Class 3 Hi-Vis Lightweight Rainwear Pants Mfr#: S-22971 (M, L, XL, 2XL)	1	Each	\$60.00		\$36.00		\$61.10		\$32.85	
2.8	Class 3 Hi-Vis Rainwear Heavy Duty Jacket Mfr#: S-19979 (L, XL, 2XL)	1	Each	\$49.00		\$36.00		\$48.10		\$35.50	
2.9	Class 3 Hi-Vis Rainwear Overall Mfr#: S-19980 (L, XL, 2XL)	1	Each	\$117.00		\$37.25		\$119.60		\$52.75	
2.10	Class 3 Hi-Vis Rainwear Overall Mfr#: S-19980 (L, XL, 2XL)	1	Each	\$75.00		\$24.29		\$78.00		\$57.05	
2.11	Cowhide Gloves Mfr#: S-6777 36 Per Box (M,L,XL)	1	Box	\$390.00		\$93.32		\$171.60		\$141.00	
2.12	Leather Palm Safety Cuff Gloves Mfr#: S-21620 12 Per Box (M,L,XL)	1	Box	\$34.00		\$9.32		\$26.00		\$24.00	
2.13	Industrial Leather Palm Safety Cuff Gloves Mfr#: S-16907 12 Per Box (M,L,XL)	1	Box	\$43.00		\$9.32		\$84.50		\$24.00	
2.14	Double Palm Leather Gloves Mfr#: S-11431 12 Per Box (M,L,XL)	1	Box	\$57.00		\$3.93		\$26.00		\$24.00	
2.15	Leather Palm Gloves Mfr#: S-17495 36 Per Box (M,L,XL)	1	Box	\$347.00		\$9.58		\$140.40		\$21.00	
2.16	MIG Welding Gloves Mfr#: S-20850 6 Per Box (M,L,XL)	1	Box	\$159.00		\$7.40		\$171.60		\$31.95	
2.17	TIG Welding Gloves Mfr#: S-20851 6 Per Box (M,L,XL)	1	Box	\$181.00		\$9.91		\$195.00		\$31.95	
2.18	Stick Welding Gloves Mfr#: S-9741 6 Per Box (M,L,XL)	1	Box	\$73.00		\$7.40		\$78.00		\$31.50	
2.19	Safety Glasses - Smoke Lens Mfr#: S-19258SM 6 Per Box	1	Box	\$46.00		\$2.91		\$48.75		\$13.50	
2.20	Safety Glasses - Clear Lens Mfr#: S-20705C 6 Per Box	1	Box	\$76.00		\$5.40		\$81.90		\$13.50	
2.21	Safety Glasses - Smoke Mfr#: S-19894SM 6 Per Box	1	Box	\$51.00		\$5.40		\$31.20		\$34.50	
2.22	Safety Glasses Clear Mfr#: S-19894C 6 Per Box	1	Box	\$51.00		\$2.91		\$37.43		\$34.50	
	Safety Goggles Mfr#: S-7023 10 Per Box	1	Box	\$28.00		\$1.92		\$21.71		\$75.00	

2.23	Disposable Face Shield Mfr#: S-23868 25 Per Box	1	Box	\$67.00	<u>\$2.69</u>	\$71.50	\$23.25
2.24	Workwear Class 2 Mesh 2-Tone Reflective Hi-Vis Traffic Safety Vest (Lime Green) Mfr#: 1287-LZ (M,L,XL,2XL,3XL)	1	Each	<u>\$7.50</u>	\$10.91	\$10.40	\$7.95
2.25	Workwear Class 2 Breakaway Mesh Reflective Hi-Vis Traffic Safety Vest (Orange) Mfr#: 1287BRK-O (M,L,XL,2XL,3XL)	1	Each	\$9.00	\$12.88	\$14.30	<u>\$7.95</u>
2.26	Class 3 Hi-Vis Bomber Jacket (Lime Green) Mfr#: S-21675 (M,L,XL,2XL,3XL)	1	Each	\$63.00	\$41.74	\$27.30	<u>\$25.95</u>
2.27	Class 3 High Visibility Safety Vest (Lime Green) Mfr#: V3001 (M,L,XL,2XL,3XL)	1	Each	No Bid	\$12.62	\$13.21	<u>\$6.95</u>
2.28	Two Tone Surveyor Class 2 Safety Vest Hi-Vis Lime (Lime Green) Mfr#: SV6G (M,L,XL,2XL,3XL)	1	Each	No Bid	<u>\$11.00</u>	\$13.10	\$13.95
2.29	Class 2 Hi-Vis Safety Vest, 2" Reflective Strips, Solid, Lime Mfr#: WR695309 (M,L,XL,2XL,3XL)	1	Each	No Bid	<u>\$5.23</u>	\$13.65	\$6.95
2.30	Type R Class 2 Dual Sized Value Zipper Safety Vest - Yellow/Lime Mfr#: 302-V100LY (M,L,XL,2XL,3XL)	1	Each	No Bid	\$5.75	<u>\$5.20</u>	\$6.95
2.31	Economy Type R Class 3 Single Pocket Contrasting Mesh Safety Vest - Yellow/Lime Mfr#: KISH-1565 (M,L,XL,2XL,3XL)	1	Each	No Bid	\$17.55	\$13.95	<u>\$6.95</u>
2.32	Tingley 31151 15" General Purpose PVC Work Boots Mfr#: 31151-8 (1 Pair)	1	Pair	<u>\$12.00</u>	\$20.30	\$16.81	\$21.95
2.33	Servus Safety Knee Boot w/Steel Toe, Black Mfr#: SVS 1882111 (1 Pair)	1	Pair	No Bid	\$23.75	\$26.00	<u>\$22.95</u>
2.34	Rubber Boot, Men's, Knee, Plain Toe Type, PVC, Black, Mfr#: 31151 (1 Pair)	1	Pair	<u>\$12.00</u>	\$109.85	\$26.00	\$21.95
2.35	Rubber Boot, Unisex, Mid-Calf, Plain Toe Type, PVC, Black Mfr#: 29UT85 (1 Pair)	1	Pair	\$25.00	\$23.75	\$26.21	<u>\$21.95</u>
2.36	Rubber Boot, Men's, Mid-Calf, Plain Toe Type, EVA, Rubber, Black Mfr#: 885999105031 (1 Pair)	1	Pair	No Bid	\$23.75	\$84.47	<u>\$21.95</u>
2.37	Rubber Boot, Men's, 10, Mid-Calf, Steel Toe Type, Rubber, Black Mfr#: 228040 (1 Pair)	1	Pair	No Bid	\$23.75	\$219.70	<u>\$22.95</u>
2.38	Front Brim, Hard Hat, Type 1, Class E ANSI Classification, V-Gard Small Mfr#: 466354	1	Each	\$12.00	\$9.36	\$19.50	<u>\$8.49</u>
2.39	Hard Hat, Front Brim, Type 1, Class E, Pinlock, Yellow Mfr#: W/RB2399056	1	Each	No Bid	<u>\$8.49</u>	\$23.40	<u>\$8.49</u>
2.40	Front Brim, Hard Hat, Type 1, Class C ANSI Classification, H-700, Ratchet Mfr#: H-701V	1	Each	\$276.00	\$14.89	\$22.10	<u>\$12.75</u>
2.41	Front Brim, Hard Hat, Type 2, Class E ANSI Classification, Matterhorn A89, Ratchet Mfr#: A89R010000	1	Each	\$31.00	\$14.89	\$44.20	<u>\$13.99</u>
2.42	OccuNomix Vulcan Cowboy Hard Hat with Ratchet Suspension, White. Mfr#: WRB605528	1	Each	<u>\$18.00</u>	\$21.89	\$23.40	\$55.00
2.43	Disposable Respirator, S, NIOSH Rating N95, ASTM Splash Rating Level 1 Mfr.: # 1804S Package/50	1	Package	No Bid	\$49.99	\$71.50	\$53.73
2.44	Disposable Respirator, Universal, NIOSH Rating N95 Mfr.: # DC300N95 Package/20	1	Package	<u>\$16.00</u>	\$25.52	\$18.20	\$34.95
2.45	Disposable Respirator, Universal, NIOSH Rating N95 Mfr.: # 8511 Package/10	1	Package	\$20.00	<u>\$3.91</u>	\$45.50	\$24.08
2.46	Disposable Respirator, M, NIOSH Rating N95, Nuisance Acid Gas Mfr.: # 2500N95 Package/10	1	Package	No Bid	<u>\$56.20</u>	\$70.20	\$79.30

2.47	ACI N95 Surgical Respirator (Duckbill) NIOSH Certification: TC84A-9318 Package/50	1	Package	No Bid		\$76.70	<b>\$57.00</b>
2.48	Splash Shield Replacement Frames: Hook-and-Loop, Polyester, Clear Mfr.: # SSRF002522 Package/20	1	Package	\$51.00		<b>\$41.60</b>	\$49.55
2.49	Disposable Face Shield Assembly: Hook-and-Loop, Polyester, Anti-Fog, Clear Mfr.: # 2802 Package/100	1	Package	\$357.00		\$254.80	<b>\$225.00</b>
2.50	Face Shield: Elastic Band, Polyester, Clear Mfr.: # IDC/F-100 Package/100	1	Package	No Bid		\$383.50	\$250.00
2.51	Disposable Face Shield Assembly: Hook-and-Loop, Polyester, Anti-Fog, Clear Mfr.: # LHB642 Package/50	1	Package	No Bid		\$208.00	<b>\$159.00</b>
2.52	Sports Drink Mix, Powder Concentrate, Regular Mfr.: # 03944 Package/32	1	Package	No Bid	\$191.52	\$182.00	<b>\$158.85</b>
2.53	Sports Drink Mix, Liquid Concentrate, Regular Mfr.: # 33305 1 Gallon	1	Gallon	No Bid	<b>\$11.89</b>	\$26.00	\$49.75
2.54	Squincher PowderPack Professional Grade Hydration Electrolyte Replenishment Drink Mix, Assorted Flavors, 9.53 oz Mfr.: # X384-MC600-8X20 Package/20	1	Package	No Bid	<b>\$12.00</b>	\$45.50	\$43.00
2.55	Qwik Stik(TM) Sugar Free Drink Mix Powder 0.6 oz., Mixed Berry Mfr.: # 159060201 Package/500	1	Package	No Bid		<b>\$146.90</b>	\$253.50
2.56	Bottled Water, Pallet 84 Cases, 16.9 oz Mfr.: # PRL24NIA05L Pallet/84 Cases (24 Per Case)	1	Pallet	<b>\$302.00</b>	\$342.72	\$633.10	\$568.00
2.57	Portable Open Flame Gas Heater, Natural Gas, Propane, 250,000 BtuH, 400,000 BtuH Mfr. Model # CH400	1	Each	No Bid	<b>\$611.01</b>	\$910.00	\$750.00
2.58	Portable Gas Torpedo Heater, Natural Gas, Propane, 750,000 BtuH, Heating Area 37,000 sq ft Mfr. Model #1800B	1	Each	No Bid		\$6,890.00	<b>\$5,500.00</b>
2.59	Hazardous Location, Portable Evaporative Cooler, 36 in Blade Diameter Mfr. Model # PACHZ2260DAZ	1	Each	No Bid	\$7,099.99	<b>\$4,680.00</b>	\$11,000.00
2.60	Hazardous Location, Portable Evaporative Cooler, 48 in Blade Diameter Mfr. Model # PACHZ270DAZ	1	Each	No Bid	\$8,708.04	<b>\$6,240.00</b>	\$12,000.00
2.61	ANSI Approved First Aid Kit - Class A, 25 person Mfr. Model # H-6469	1	Each	\$72.00	\$23.92	\$20.80	<b>\$17.95</b>
2.62	ANSI Approved First Aid Kit - Class B, 50 person Mfr. Model # H-6470	1	Each	\$160.00	<b>\$52.68</b>	\$175.50	\$64.75
2.63	Infrared Forehead Thermometer Mfr. Model # H-8862	1	Each	\$79.00	<b>\$56.86</b>	\$78.00	\$76.50
2.64	Emergency Shower / Eyewash Station Mfr. Model # H-6697	1	Each	\$663.00	<b>\$605.78</b>	\$650.00	\$705.25
2.65	Portable Eyewash Station Mfr. Model # H-5458	1	Each	\$1,302.00	\$922.99	\$1,307.15	<b>\$336.50</b>
2.66	Heavy Duty Reflective Traffic Cones - 28", Orange Mfr. Model # S-216340	1	Each	\$41.00	\$21.82	<b>\$20.80</b>	\$32.95
2.67	Reflective Traffic Cones - 18", Orange Mfr. Model # S-147090	1	Each	\$25.00	<b>\$10.97</b>	\$16.90	\$14.95
2.68	Traffic Cone Weight Mfr. Model # H-9481	1	Each	\$15.00	\$20.04	\$16.90	<b>\$11.00</b>
2.69	36" Inch Non Reflective Orange Vinyl Roll Up Sign Mfr. Model #R36DI-NRO	1	Each	No Bid	\$58.65	\$84.50	\$56.00
2.70	36" High Intensity Reflective Orange Roll Up Sign Mfr. Model # R36DI-SBO	1	Each	No Bid	\$88.20	\$117.00	\$90.00
2.71	48" Roll Up Vinyl Sign Reflective Orange Mfr. Model # RUR48-200	1	Each	No Bid	\$131.98	\$130.00	\$120.00
2.72	Compact Double Spring Roll-Up Sign Stand - Aluminum Mfr. Model # SS340A	1	Each	No Bid	\$190.28	\$218.40	\$180.00

Line #	Description	QTY	UOM	MEGA Gloves (MAGA)		Healthy School Supply LLC		NSTS LLC		Bay Promo LLC	
				Total Price	Unit	Extended	Total Price	Unit	Extended	Total Price	Unit
1	Section IV: Discount (50 Points): An evaluation of the pricing to the City of Laredo. Bid pricing shall be a cost plus format. The City requests that the personnel assigned for this contract be paid the wages indicated, by the successful contractor.	1	EA								
1.1	Cost Plus Percentage	1	EA					0.0%			
1.2	Discount from list (percentage)	1	EA	22.0%				0.0%			
2	Section V: Pricing (10 Points): An evaluation of the pricing to the City of Laredo. The City's net price shall be F.O.B City of Laredo facilities, freight pre-paid. Provide proposed pricing for all the commodities listed. **Shall be used for evaluation and scoring purposes only.*****	1	EA								
2.1	Disposable Nitrile Gloves Mfr#: S-15639 100 Per Box (\$,M,L,XL)	1	Box	\$14.00				\$7.82			
2.2	Industrial Nitrile Gloves W/ Extended Cuff Mfr#: S-14181 50 Per Box (\$,M,L,XL)	1	Box	No Bid				\$84.25			
2.3	Exam Grade Latex Gloves Mfr#: S-9642 100 Per Box (\$,M,L,XL)	1	Box	No Bid				No Bid			
2.4	Micro-Foam Nitrile Coated Gloves Mfr#: S-21083 12 Per Box (\$,M,L,XL)	1	Box	No Bid				\$70.06			
2.5	Thermal Latex Coated Gloves Mfr#: S-19884 12 Per Box (\$,M,L,XL)	1	Box	No Bid				\$86.87			
2.6	Class 3 Hi-Vis Lightweight Rainwear Pants Mfr#: S-22970 (M, L, XL, 2XL)	1	Each	No Bid				No Bid			
2.7	Class 3 Hi-Vis Lightweight Rainwear Pants Mfr#: S-22971 (M, L, XL, 2XL)	1	Each	No Bid				No Bid			
2.8	Class 3 Hi-Vis Rainwear Heavy Duty Jacket Mfr#: S-19979 (L, XL, 2XL)	1	Each	No Bid				No Bid			
2.9	Class 3 Hi-Vis Rainwear Overalls Mfr#: S-19980 (L, XL, 2XL)	1	Each	No Bid				No Bid			
2.10	Cowhide Gloves Mfr#: S-6777 36 Per Box (M,L,XL)	1	Box	No Bid				No Bid			
2.11	Leather Palm Safety Cuff Gloves Mfr#: S-21620 12 Per Box (M,L,XL)	1	Box	No Bid				No Bid			
2.12	Industrial Leather Palm Safety Cuff Gloves Mfr#: S-16907 12 Per Box (M,L,XL)	1	Box	No Bid				No Bid			
2.13	Double Palm Leather Gloves Mfr#: S-11431 12 Per Box (M,L,XL)	1	Box	No Bid				No Bid			
2.14	Leather Palm Gloves Mfr#: S-17495 36 Per Box (M,L,XL)	1	Box	No Bid				No Bid			
2.15	MIG Welding Gloves Mfr#: S-20850 6 Per Box (M,L,XL)	1	Box	No Bid				No Bid			
2.16	TIG Welding Gloves Mfr#: S-20851 6 Per Box (M,L,XL)	1	Box	No Bid				No Bid			
2.17	Stick Welding Gloves Mfr#: S-9741 6 Per Box (M,L,XL)	1	Box	No Bid				No Bid			
2.18	Safety Glasses - Smoke Lens Mfr#: S-19258SM 6 Per Box	1	Box	No Bid				No Bid			
2.19	Safety Glasses - Clear Lens Mfr#: S-20705C 6 Per Box	1	Box	No Bid				No Bid			
2.20	Safety Glasses - Smoke Mfr#: S-19894SM 6 Per Box	1	Box	No Bid				No Bid			
2.21	Safety Glasses Clear Mfr#: S-19894C 6 Per Box	1	Box	No Bid				No Bid			



2.22	Safety Goggles Mfr#: S-7023 10 Per Box	1	Box	No Bid	No Bid	No Bid	No Bid	No Bid	\$44.06
2.23	Disposable Face Shield Mfr#: S-23868 25 Per Box	1	Box	No Bid	No Bid	No Bid	No Bid	No Bid	\$88.15
2.24	Workwear Class 2 Mesh 2-Tone Reflective Hi-Vis Traffic Safety Vest (Lime Green) Mfr#: 1287-LZ (M,L,XL,2XL,3XL	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid	
2.25	Workwear Class 2 Breakaway Mesh Reflective Hi-Vis Traffic Safety Vest (Orange) Mfr#: 1287BRK-O (M,L,XL,2XL,3XL)	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid	
2.26	Class 3 Hi-Vis Bomber Jacket (Lime Green) Mfr#: S-21675 (M,L,XL,2XL,3XL)	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid	\$83.65
2.27	Class 3 High Visibility Safety Vest (Lime Green) Mfr#: V3001 (M,L,XL,2XL,3XL)	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid	
2.28	Two Tone Surveyor Class 2 Safety Vest Hi-Vis Lime (Lime Green) Mfr#: SV6G (M,L,XL,2XL,3XL)	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid	
2.29	Class 2 Hi-Vis Safety Vest, 2" Reflective Strips, Solid, Lime Mfr#: WR695309 (M,L,XL,2XL,3XL)	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid	
2.30	Type R Class 2 Dual Sized Value Zipper Safety Vest - Yellow/Lime Mfr#: 302-V100LY (M,L,XL,2XL,3XL)	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid	
2.31	Economy Type R Class 3 Single Pocket Contrasting Mesh Safety Vest - Yellow/Lime Mfr#: KISH-1565 (M,L,XL,2XL,3XL)	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid	
2.32	Tingley 31151.15" General Purpose PVC Work Boots Mfr#: 31151-8 (1 Pair)	1	Pair	No Bid	No Bid	No Bid	No Bid	No Bid	
2.33	Servus Safety Knee Boot w/Steel Toe, Black Mfr#: SVS 1882111 (1 Pair)	1	Pair	No Bid	No Bid	No Bid	No Bid	No Bid	
2.34	Rubber Boot, Men's, Knee, Plain Toe Type, PVC, Black, Mfr#: 31151 (1 Pair)	1	Pair	No Bid	No Bid	No Bid	No Bid	No Bid	
2.35	Rubber Boot, Unisex, Mid-Calf, Plain Toe Type, PVC, Black Mfr#: 29UT85 (1 Pair)	1	Pair	No Bid	No Bid	No Bid	No Bid	No Bid	
2.36	Rubber Boot, Men's, Mid-Calf, Plain Toe Type, EVA, Rubber, Black Mfr#: 885999105031 (1 Pair)	1	Pair	No Bid	No Bid	No Bid	No Bid	No Bid	
2.37	Rubber Boot, Men's, 10, Mid-Calf, Steel Toe Type, Rubber, Black Mfr#: 228040 (1 Pair)	1	Pair	No Bid	No Bid	No Bid	No Bid	No Bid	
2.38	Front Brim, Hard Hat, Type 1, Class E ANSI Classification, V-Gard Small Mfr#: 466354	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid	
2.39	Hard Hat, Front Brim, Type 1, Class E, Pinlock, Yellow Mfr#: W/RB2399056	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid	
2.40	Front Brim, Hard Hat, Type 1, Class C ANSI Classification, H-700, Ratchet Mfr#: H-701V	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid	
2.41	Front Brim, Hard Hat, Type 2, Class E ANSI Classification, Matterhorn A89, Ratchet Mfr#: A89R010000	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid	
2.42	OccuNomix Vulcan Cowboy Hard Hat with Ratchet Suspension, White. Mfr#: WRB605528	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid	
2.43	Disposable Respirator, S, NIOSH Rating N95, ASTM Splash Rating Level 1 Mfr.: # 1804S Package/50	1	Package	No Bid	No Bid	No Bid	No Bid	No Bid	<b>\$35.00</b>
2.44	Disposable Respirator, Universal, NIOSH Rating N95 Mfr.: # DC300N95 Package/20	1	Package	\$20.00	No Bid	No Bid	No Bid	No Bid	\$50.00
2.45	Disposable Respirator, Universal, NIOSH Rating N95 Mfr.: # 8511 Package/10	1	Package	No Bid	No Bid	No Bid	No Bid	No Bid	\$25.00
2.46	Disposable Respirator, M, NIOSH Rating N95, Nuisance Acid Gas Mfr.: # 2500N95 Package/10	1	Package	No Bid	No Bid	No Bid	No Bid	No Bid	

2.47	ACI N95 Surgical Respirator (Duckbill) NIOSH Certification: TC84A-9318 Package/50	1	Package	No Bid	No Bid	No Bid	No Bid	No Bid
2.48	Splash Shield Replacement Frames: Hook-and-Loop, Polyester, Clear Mfr.: # SSR002522 Package/20	1	Package	No Bid	No Bid	No Bid	No Bid	No Bid
2.49	Disposable Face Shield Assembly: Hook-and-Loop, Polyester, Anti-Fog, Clear Mfr.: # 2802 Package/100	1	Package	No Bid	No Bid	No Bid	No Bid	No Bid
2.50	Face Shield: Elastic Band, Polyester, Clear Mfr.: # IDC/F-100 Package/100	1	Package	No Bid	No Bid	No Bid	No Bid	<b>\$230.00</b>
2.51	Disposable Face Shield Assembly: Hook-and-Loop, Polyester, Anti-Fog, Clear Mfr.: # LHB642 Package/50	1	Package	No Bid	No Bid	No Bid	No Bid	No Bid
2.52	Sports Drink Mix, Powder Concentrate, Regular Mfr.: # 03944 Package/32	1	Package	No Bid	No Bid	No Bid	No Bid	No Bid
2.53	Sports Drink Mix, Liquid Concentrate, Regular Mfr.: # 33305 1 Gallon	1	Gallon	No Bid	No Bid	No Bid	No Bid	No Bid
2.54	Squincher PowderPack Professional Grade Hydration Electrolyte Replenishment Drink Mix, Assorted Flavors, 9.53 oz Mfr.: # X384-MC600-BX20 Package/20	1	Package	No Bid	No Bid	No Bid	No Bid	No Bid
2.55	Qwik Stik(TM) Sugar Free Drink Mix Powder 0.6 oz., Mixed Berry Mfr.: # 159060201 Package/500	1	Package	No Bid	No Bid	No Bid	No Bid	No Bid
2.56	Bottled Water, Pallet 84 Cases, 16.9 oz Mfr.: # PRL24NIA05L Pallet/84 Cases (24 Per Case)	1	Pallet	No Bid	No Bid	No Bid	No Bid	No Bid
2.57	Portable Open Flame Gas Heater, Natural Gas, Propane, 250,000 BtuH, 400,000 BtuH Mfr. Model # CH400	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid
2.58	Portable Gas Torpedo Heater, Natural Gas, Propane, 750,000 BtuH, Heating Area 37,000 sq ft Mfr. Model #1800B	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid
2.59	Hazardous Location, Portable Evaporative Cooler, 36 in Blade Diameter Mfr. Model # PACHZ260DAZ	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid
2.60	Hazardous Location, Portable Evaporative Cooler, 48 in Blade Diameter Mfr. Model # PACHZ270DAZ	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid
2.61	ANSI Approved First Aid Kit - Class A, 25 person Mfr. Model # H-6469	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid
2.62	ANSI Approved First Aid Kit - Class B, 50 person Mfr. Model # H-6470	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid
2.63	Infrared Forehead Thermometer Mfr. Model # H-8862	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid
2.64	Emergency Shower / Eyewash Station Mfr. Model # H-6697	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid
2.65	Portable Eyewash Station Mfr. Model # H-5458	1	Each	No Bid	No Bid	No Bid	No Bid	No Bid
2.66	Heavy Duty Reflective Traffic Cones - 28", Orange Mfr. Model # S-216340	1	Each	No Bid	No Bid	\$28.91		
2.67	Reflective Traffic Cones - 18", Orange Mfr. Model # S-147090	1	Each	No Bid	No Bid	\$12.98		No Bid
2.68	Traffic Cone Weight Mfr. Model # H-9481	1	Each	No Bid	No Bid	No Bid		No Bid
2.69	36" Inch Non Reflective Orange Vinyl Roll Up Sign Mfr. Model #R36DI-NRO	1	Each	No Bid	No Bid	<b>\$43.00</b>		No Bid
2.70	36" High Intensity Reflective Orange Roll Up Sign Mfr. Model # R36DI-SBO	1	Each	No Bid	No Bid	<b>\$63.00</b>		No Bid
2.71	48" Roll Up Vinyl Sign Reflective Orange Mfr. Model # RUR48-200	1	Each	No Bid	No Bid	<b>\$96.00</b>		No Bid
2.72	Compact Double Spring Roll-Up Sign Stand - Aluminum Mfr. Model # SS340A	1	Each	No Bid	No Bid	<b>\$139.00</b>		No Bid

Evaluator#1  
 Evaluator#2  
 Evaluator#3  
 Average & Final Scores

	South Texas Specialties	Eagle Supply Company	Fastenal Company	Dooley Tackeberry
Evaluator#1	72	89	100	77
Evaluator#2	84	77	94	80
Evaluator#3	77	95	91	82
<b>Average &amp; Final Scores</b>	<b>77.67</b>	<b>87.00</b>	<b>95.00</b>	<b>79.67</b>

Evaluator#1  
 Evaluator#2  
 Evaluator#3  
 Average & Final Scores

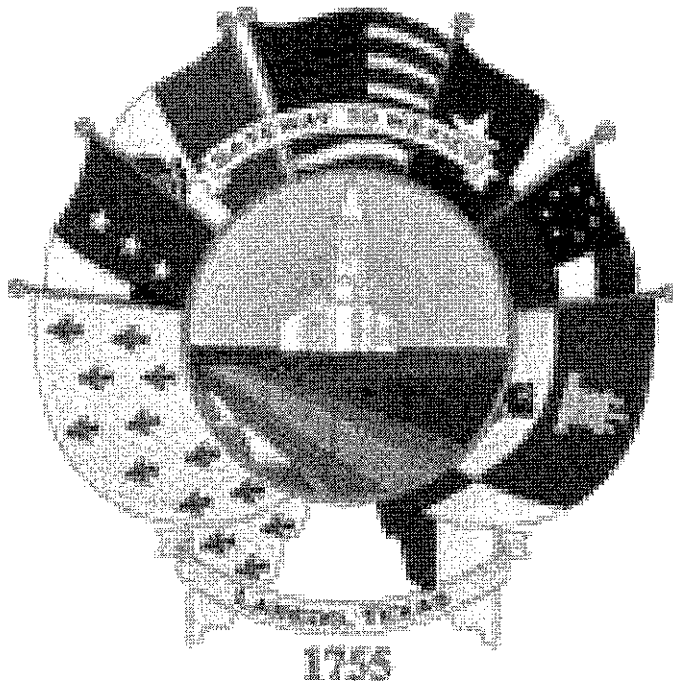
	Mega Gloves	Health School Supply	NSTS LLC	Bay Promo LLC
Evaluator#1	50	55	50	50
Evaluator#2	42	41	38	36
Evaluator#3	45	40	45	30
<b>Average &amp; Final Scores</b>	<b>45.67</b>	<b>45.33</b>	<b>44.33</b>	<b>38.67</b>

Vendors	Bid Price Schedule		Total for Evaluation Purposes only	Cost Plus %	Discount from List	Cooperative Contract
	Lines Responded out of 72 Items					
South Texas Specialties	72	\$ 26,096.24				
Eagle Supply Company	72	\$ 34,292.88	15%			
Fastenal Company	66	\$ 20,052.84	34%	34%		TXMAS 18-51V07
Doolley Tackaberry	46	\$ 5,661.50				HGAC-EE08-19
MEGA Gloves (MAGA Industries LLC)	3	\$ 34.00			22%	
Healthy School Supply LLC	6	\$ 249.00	17%		2%	
NSTS LLC	8	\$ 382.89	0%		0%	
Bay Promo LLC	24	\$ 1,726.62				

Section IV: Discount or Cost Plus % (50 Points)

Section V: Pricing for Evaluation Purposes (10 Points)

Section III: Cooperative Contract (10 Points)



**FY22-045 Safety Supplies  
FASTENAL COMPANY  
Supplier Response**

**Event Information**

Number: FY22-045 Safety Supplies  
Title: FY22-045 Safety Supplies - City of Laredo  
Type: Request For Proposal  
Issue Date: 2/15/2022  
Deadline: 3/10/2022 05:00 PM (CT)  
Notes: MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with the following:

- Name of Bid
- Name of Company submitting Bid

•Address of Company submitting Bid

1.Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2.If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

### **Contact Information**

Contact: Enrique Aldape III  
Address: Purchasing Division  
Public Works Service Center  
5512 Thomas Avenue  
Laredo, TX 78041  
Phone: 956 (794) 1733  
Fax: 956 (790) 1805  
Email: ealdape@ci.laredo.tx.us

## FASTENAL COMPANY Information

Contact: FELIX RODRIGUEZ JR.  
Address: 612 AMISTAD, FASTENAL  
FASTENAL  
LAREDO  
LAREDO, TX 78041  
Phone: (956) 729-7975

By submitting your response, you certify that you are authorized to represent and bind your company.

Felix Rodriguez Jr.  
Signature

txlar@stores.fastenal.com  
Email

Submitted at 3/10/2022 4:27:15 PM

## Supplier Note

Proposing Fastenal's TXMAS State Contract for pricing and value add to complete the City's needs for safety supplies. City of Laredo has implemented Fastenal's TXMAS pricing and value add in other various City departments. (Reference Utilities, Parks and Rec., and Risk Management teams.)

## Response Attachments

### FASTENAL TXMAS Cover Letter - FY22-045 Safety Supplies COL.pdf

Proposing Fastenal's TXMAS State Contract for pricing and pertinent required documents.

### Fastenal 1295 Exemption Letter.pdf

Fastenal's 1295 Exemption Letter

### W-9 Fastenal Company.pdf

W-9

### Conflict of Interest\_Stephen Coulter.pdf

Conflict of Interest

### Sample Certificate of Insurance.pdf

Sample Insurance

### Fastenal's TXMAS Strategic Values.pdf

Strategic Values

## Bid Attributes

### 1 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

<b>2</b>	<b>Name of Offeror (Business) and Name &amp; Phone Number of Authorized Person to sign bid</b>
	Fastenal Company
<b>3</b>	<b>State how long under has the business been in its present business name</b>
	+50 years
<b>4</b>	<b>If applicable, list all other names under which the Business identified above operated in the last five years</b>
	NA
<b>5</b>	<b>State if the Company is a certified minority business enterprise</b>
	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.
<b>6</b>	<b>Questions Part 1</b>
	1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?
	NA
<b>7</b>	<b>Questions Part 2</b>
	1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?
	NA
<b>8</b>	<b>State if the Company is a certified minority business enterprise</b>
	Other
<b>9</b>	<b>Conflict of Interest Disclosure</b>
	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 <a href="http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm">http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm</a> . 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**  
**0** **Conflict of Interest Questionnaire Form CIQ**  
For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**1**  
**1** **Conflict of Interest Questionnaire**  
Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

**1**  
**2** **Disclosure Form**  
For details on use of this form, see Section 4.01 of the City's Ethics Code.

**1**  
**3** **This is a**

**1**  
**4** **Question 1. Name of person submitting this disclosure form**  
Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

**1**  
**5** **Question 2. Contract Information**  
Please include the following: a)Contract or Project Name b)Originating Department

**1**  
**6** **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

**1**  
**7** **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

**1**  
**8** **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**  
If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

**1**  
**9** **Question 5. List any individuals or entities that will be subcontractors on this contract**

**20** **Question 5. List any individuals or entities that will be subcontractors on this contract**  
If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.  
NA

**21** **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**  
Not Applicable

**22** **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**  
If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.  
NA

**23** **Question 7. Disclosure of political contributions**  
List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)  
Not Applicable

**24** **Question 7. Disclosure of political contributions**  
If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.  
NA

**25** **Updates on contributions required**  
Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

**26** **Question 8. Disclosure of Conflict of Interest**  
Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?  
I am not aware of any conflict of interest.

**27** **8. Disclosure of Conflict of Interest**  
If you selected I am aware of conflict of interest in question 8, please list them in this section.  
No response

**28** **Question 9. Updates Required**  
I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.  
 I have read and understand this section (I have read and understand this section)

**29** **Question 10. No Contract with City Officials or Staff during Contract Evaluation**  
I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.  
 I have read and understand this section (I have read and understand this section)

**30** **Question 11. Conflict of Interest Questionnaire (CIQ)**  
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.  
 I have acknowledge that I have been advised (I have acknowledge that I have been advised)

**31** **Question 11. Oath**  
Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

**32** **Question 12. Oath**  
I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.  
 I swear or affirm information is correct (I swear or affirm information is correct)

**33** **Company Information Questionnaire**  
 I have completed this section (I have completed this section)

**34** **Conflict of Interest Questionnaire**  
 I have completed this section (I have completed this section)

**35** **Non-Collusive Affidavit**  
 I have completed and included this form (I have completed and included this form)

**36** **Discretionary Contracts Disclosure**  
 I have completed this section (I have completed this section)

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7

**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  
8

**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

3  
9

**Terms and Conditions Request for Proposals**

**TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

**GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions:  
(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.  
(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to

the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1.0 PREPARATION OF PROPOSALS** Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

**2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS** It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

**3.0 SUBMISSION OF PROPOSALS**

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

**Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.**

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

**4.0 REJECTION OF PROPOSALS** The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

**5.0 WITHDRAWAL OF PROPOSALS** Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE PROPOSALS OR MODIFICATIONS** Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

**7.0 CLARIFICATION AND PROTEST PROCEDURE**

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041

[mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us) Any vendor submitting questions shall make reference to a specific RFP number,

section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal. During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us) Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

### **8.0 VENDOR DISCOUNTS**

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

### **9.0 INTENT OF CONTRACT**

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

**10.0 AWARD OF CONTRACT** The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. **This contract will be awarded to the four highest scoring proposals.**

Definition of best value criteria as per The Institute for Public Procurement is:

***"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."***

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

**11.0 PAYMENT & INVOICING**

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.  
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.  
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

**4  
0 Disqualification & Debarment Certification**

**DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions (I certify to the terms and conditions)

**4 1 Section I: Contractor's Profile & Qualifications (20 Points)**  
**Section I: Contractor's Profile & Qualifications (20 Points)**  
 It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.  
 \*\*\*\*\*Documentation can be uploaded on to Cit-E-Bid\*\*\*\*\*  
 Provide an overview of your company (years in service, number of employees, etc.).  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 List of specialized equipment (delivery trucks, etc., which will be used to comply with this contract obligation).  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Yes (Yes )

**4 2 Section II: The bidder's past relationship with the City of Laredo – (20 Points)**  
**Section II: The bidder's past relationship with the City of Laredo – (20 Points)**  
 \*\*\*\*\*Documentation can be uploaded on to Cit-E-Bid\*\*\*\*\*  
 Prior Contracts: List name, company, phone#, years of contract, and contact email.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Yes (Yes )

**4 3 Section III: Cooperative Contracts – (10 Points)**  
**Section III Cooperative Contracts: List any cooperative contracts such as State of Texas Cooperative Purchasing Program, Houston Galveston Area of Council (HGAC), BuyBoard, Texas Cooperative Purchasing Network (TCPN), and US Communities - sponsored by the National Institute of Governmental Purchasing (NIGP), National League of Cities (NLC), United States Conference of Mayors (USCM).**  
 \*\*\*\*\*Documentation can be uploaded on to Cit-E-Bid\*\*\*\*\*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Yes (Yes )

**Bid Lines**



**1 Package Header**

**Section IV: Discount (50 Points):** An evaluation of the pricing to the City of Laredo. Bid pricing shall be a cost plus format. The City requests that the personnel assigned for this contract be paid the wages indicated, by the successful contractor.

Quantity:   1   UOM:  EA 

**Package Items**

**1.1 Cost Plus percentage**

Quantity:   1   UOM:  EA  Total:

Supplier Notes:

**1.2 Discount from list (percentage)**

Quantity:   1   UOM:  EA  Total:

Supplier Notes:

**2 Package Header**

**Section V: Pricing (10 Points):** An evaluation of the pricing to the City of Laredo. The City's net price shall be F.O.B City of Laredo facilities, freight pre-paid. Provide proposed pricing for all the commodities listed.

**\*\*Shall be used for evaluation and scoring purposes only.\*\***

Quantity:   1   UOM:  EA  Total:

**Package Items**

**2.1 Disposable Nitrile Gloves**

Mfr#: S-15639

100 Per Box (S,M,L,XL)

Quantity:   1   UOM:  Box  Price:  Total:

**2.2 Industrial Nitrile Gloves W/ Extended Cuff**

Mfr#: S-14181

50 Per Box (S,M,L,XL)

Quantity:   1   UOM:  Box  Price:  Total:

Supplier Notes:

**2.3 Exam Grade Latex Gloves**

Mfr#: S-9642

100 Per Box (S,M,L,XL)

Quantity:   1   UOM:   Box   Price:  Total:

**2.4 Micro-Foam Nitrile Coated Gloves**

Mfr#: S-21083

12 Per Box (S,M,L,XL)

Quantity:   1   UOM:   Box   Price:  Total:

**2.5 Thermal Latex Coated Gloves**

Mfr#: S-19884

12 Per Box (S,M,L,XL)

Quantity:   1   UOM:   Box   Price:  Total:

**2.6 Class 3 Hi-Vis Lightweight Rainwear Pants**

Mfr#: S-22970

(M, L, XL, 2XL)

Quantity:   1   UOM:   Each   Price:  Total:

**2.7 Class 3 Hi-Vis Lightweight Rainwear Pants**

Mfr#: S-22971

(M, L, XL, 2XL)

Quantity:   1   UOM:   Each   Price:  Total:

**2.8 Class 3 Hi-Vis Rainwear Heavy Duty Jacket**

Mfr#: S-19979

(L, XL, 2XL)

Quantity:   1   UOM:   Each   Price:  Total:

**2.9 Class 3 Hi-Vis Rainwear Overalls**

Mfr#: S-19980

(L, XL, 2XL)

Quantity:   1   UOM:   Each   Price:  Total:

**2.10 Cowhide Gloves**

Mfr#: S-6777

36 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.11 Leather Palm Safety Cuff Gloves**

Mfr#: S-21620

12 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.12 Industrial Leather Palm Safety Cuff Gloves**

Mfr#: S-16907

12 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.13 Double Palm Leather Gloves**

Mfr#: S-11431

12 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.14 Leather Palm Gloves**

Mfr#: S-17495

36 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.15 MIG Welding Gloves**

Mfr#: S-20850

6 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.16 TIG Welding Gloves**

Mfr#: S-20851

6 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.17 Stick Welding Gloves**

Mfr#: S-9741

6 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.18 Safety Glasses - Smoke Lens**

Mfr#: S-19258SM

6 Per Box

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.19 Safety Glasses - Clear Lens**

Mfr#: S-20705C

6 Per Box

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.20 Safety Glasses – Smoke**

Mfr#: S-19894SM

6 Per Box

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.21 Safety Glasses – Clear**

Mfr#: S-19894C

6 Per Box

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.22 Safety Goggles**

Mfr#: S-7023

10 Per Box

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.23 Disposable Face Shield**

Mfr#: S-23868

25 Per Box

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.24 Workwear Class 2 Mesh 2-Tone Reflective Hi-Vis Traffic Safety Vest (Lime Green)**

Mfr#: 1287-LZ

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

**2.25 Workwear Class 2 Breakaway Mesh Reflective Hi-Vis Traffic Safety Vest (Orange)**

Mfr#: 1287BRK-O

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

**2.26 Class 3 Hi-Vis Bomber Jacket (Lime Green)**

Mfr#: S-21675

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

**2.27 Class 3 High Visibility Safety Vest (Lime Green)**

Mfr#: V3001

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

**2.28 Two Tone Surveyor Class 2 Safety Vest Hi-Vis Lime (Lime Green)**

Mfr#: SV6G

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

**2.29 Class 2 Hi-Vis Safety Vest, 2" Reflective Strips, Solid, Lime**

Mfr#: WR695309

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

**2.30 Type R Class 2 Dual Sized Value Zipper Safety Vest - Yellow/Lime**

Mfr#: 302-V100LY

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

**2.31 Economy Type R Class 3 Single Pocket Contrasting Mesh Safety Vest - Yellow/Lime**

Mfr#: KISH-1565

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

**2.32 Tingley 31151 15" General Purpose PVC Work Boots**

Mfr#: 31151-8

(1 Pair)

Quantity:   1   UOM: Pair Price:  Total:

**2.33 Servus Safety Knee Boot w/Steel Toe, Black**

Mfr#: SVS 1882111

(1 Pair)

Quantity:   1   UOM: Pair Price:  Total:

**2.34 Rubber Boot, Men's, Knee, Plain Toe Type, PVC, Black,**

Mfr#: 31151

(1 Pair)

Quantity:   1   UOM: Pair Price:  Total:

2.35 Rubber Boot, Unisex, Mid-Calf, Plain Toe Type, PVC, Black

Mfr#: 29UT85

(1 Pair)

Quantity:   1   UOM: Pair Price:  Total:

2.36 Rubber Boot, Men's, Mid-Calf, Plain Toe Type, EVA, Rubber, Black

Mfr#: 885999105031

(1 Pair)

Quantity:   1   UOM: Pair Price:  Total:

2.37 Rubber Boot, Men's, 10, Mid-Calf, Steel Toe Type, Rubber, Black

Mfr#: 228040

(1 Pair)

Quantity:   1   UOM: Pair Price:  Total:

2.38 Front Brim, Hard Hat, Type 1, Class E ANSI Classification, V-Gard Small

Mfr#: 466354

Quantity:   1   UOM: Each Price:  Total:

2.39 Hard Hat, Front Brim, Type 1, Class E, Pinlock, Yellow

Mfr#: WRB2399056

Quantity:   1   UOM: Each Price:  Total:

2.40 Front Brim, Hard Hat, Type 1, Class C ANSI Classification, H-700, Ratchet

Mfr#: H-701V

Quantity:   1   UOM: Each Price:  Total:

2.41 Front Brim, Hard Hat, Type 2, Class E ANSI Classification, Matterhorn A89, Ratchet

Mfr#: A89R010000

Quantity:   1   UOM: Each Price:  Total:

2.42 OccuNomix Vulcan Cowboy Hard Hat with Ratchet Suspension, White.

Mfr#: WRB605528

Quantity:   1   UOM: Each Price:  Total:

**2.43 Disposable Respirator, S, NIOSH Rating N95, ASTM Splash Rating Level 1**

Mfr.: # 1804S

Package/50

Quantity:   1   UOM: Package Price:  Total:

**2.44 Disposable Respirator, Universal, NIOSH Rating N95**

Mfr.: # DC300N95

Package/20

Quantity:   1   UOM: Package Price:  Total:

**2.45 Disposable Respirator, Universal, NIOSH Rating N95**

Mfr.: # 8511

Package/10

Quantity:   1   UOM: Package Price:  Total:

**2.46 Disposable Respirator, M, NIOSH Rating N95, Nuisance Acid Gas**

Mfr.: # 2500N95

Package/10

Quantity:   1   UOM: Package Price:  Total:

**2.47 ACI N95 Surgical Respirator (Duckbill)**

NIOSH Certification: TC84A-9318

Package/50

Quantity:   1   UOM: Package Price:  Total:

**2.48 Splash Shield Replacement Frames: Hook-and-Loop, Polyester, Clear**

Mfr.: # SSRF002522

Package/20

Quantity:   1   UOM: Package Price:  Total:

**2.49 Disposable Face Shield Assembly: Hook-and-Loop, Polyester, Anti-Fog, Clear**

Mfr.: # 2802

Package/100

Quantity:   1   UOM: Package Price:  Total:



**2.50** Face Shield: Elastic Band, Polyester, Clear

Mfr.: # IDC/F-100

Package/100

Quantity:   1   UOM: Package Price:  Total:

**2.51** Disposable Face Shield Assembly: Hook-and-Loop, Polyester, Anti-Fog, Clear

Mfr.: # LHB642

Package/50

Quantity:   1   UOM: Package Price:  Total:

**2.52** Sports Drink Mix, Powder Concentrate, Regular

Mfr.: # 03944

Package/32

Quantity:   1   UOM: Package Price:  Total:

**2.53** Sports Drink Mix, Liquid Concentrate, Regular

Mfr.: # 33305

1 Gallon

Quantity:   1   UOM: Gallon Price:  Total:

**2.54** Sqwincher PowderPack Professional Grade Hydration Electrolyte Replenishment Drink Mix, Assorted Flavors, 9.53 oz

Mfr.: # X384-MC600-BX20

Package/20

Quantity:   1   UOM: Package Price:  Total:

**2.55** Qwik Stik(TM) Sugar Free Drink Mix Powder 0.6 oz., Mixed Berry

Mfr.: # 159060201

Package/500

Quantity:   1   UOM: Package Price:  Total:

**2.56** Bottled Water, Pallet 84 Cases, 16.9 oz

Mfr.: # PRL24NIA05L

Pallet/84 Cases (24 Per Case)

Quantity:   1   UOM: Pallet Price:  Total:

**2.57** Portable Open Flame Gas Heater, Natural Gas, Propane, 250,000 BtuH, 400,000 BtuH

Mfr. Model # CH400

Quantity:   1   UOM:   Each   Price:  Total:

**2.58** Portable Gas Torpedo Heater, Natural Gas, Propane, 750,000 BtuH, Heating Area 37,000 sq ft

Mfr. Model #1800B

Quantity:   1   UOM:   Each   Price:  Total:

**2.59** Hazardous Location, Portable Evaporative Cooler, 36 in Blade Diameter

Mfr. Model # PACHZ260DAZ

Quantity:   1   UOM:   Each   Price:  Total:

**2.60** Hazardous Location, Portable Evaporative Cooler, 48 in Blade Diameter

Mfr. Model # PACHZ270DAZ

Quantity:   1   UOM:   Each   Price:  Total:

**2.61** ANSI Approved First Aid Kit - Class A, 25 person

Mfr. Model # H-6469

Quantity:   1   UOM:   Each   Price:  Total:

**2.62** ANSI Approved First Aid Kit - Class B, 50 person

Mfr. Model # H-6470

Quantity:   1   UOM:   Each   Price:  Total:

**2.63** Infrared Forehead Thermometer

Mfr. Model # H-8862

Quantity:   1   UOM:   Each   Price:  Total:

**2.64** Emergency Shower / Eyewash Station

Mfr. Model # H-6697

Quantity:   1   UOM:   Each   Price:  Total:

**2.65** Portable Eyewash Station

Mfr. Model # H-5458

Quantity:   1   UOM:   Each   Price:  Total:

**2.66** Heavy Duty Reflective Traffic Cones - 28", Orange

Mfr. Model # S-216340

Quantity:   1   UOM:   Each   Price:  Total:

**2.67** Reflective Traffic Cones - 18", Orange

Mfr. Model # S-147090

Quantity:   1   UOM: Each Price:  Total:

**2.68** Traffic Cone Weight

Mfr. Model # H-9481

Quantity:   1   UOM: Each Price:  Total:

**2.69** 36" Inch Non Reflective Orange Vinyl Roll Up Sign

Mfr. Model #R36DI-NRO

Quantity:   1   UOM: Each Price:  Total:

**2.70** 36" High Intensity Reflective Orange Roll Up Sign

Mfr. Model # R36DI-SBO

Quantity:   1   UOM: Each Price:  Total:

**2.71** 48" Roll Up Vinyl Sign Reflective Orange

Mfr. Model # RUR48-200

Quantity:   1   UOM: Each Price:  Total:

**2.72** Compact Double Spring Roll-Up Sign Stand- Aluminum

Mfr. Model # SS340A

Quantity:   1   UOM: Each Price:  Total:

**Response Total: \$20,052.84**



## FASTENAL'S COVER LETTER RESPONSE

Date: March 10, 2022

To: City of Laredo  
Attn: Jorge Jolly

From: Fastenal Company (612 Amistad Dr. Laredo, TX 78041)

RE: FY22-045 Safety Supplies– Offer pursuant to Fastenal's State Contract # TXMAS-18-51V07 for Facilities Maintenance, Repair, & Operations (MRO), Industrial Supplies, and Related Items/Services.

To Whom It May Concern:

Fastenal's offer for City of Laredo bid # FY22-045 is to utilize Contract #TXMAS-18-51V07 for Facilities Maintenance, Repair, & Operations (MRO), Industrial Supplies, and Related Items/Services. All considered negotiated pricing and services from Fastenal in response to City of Laredo bid #FY22-045 would be offered within Fastenal's State Contract #TXMAS-18-51V07 for the City of Laredo and its various departments/divisions.

Contract #TXMAS-18-51V07 was competitively solicited and awarded by the state of Texas and is available to you through NASPO VALUEPOINT, a cooperative purchasing organization dedicated to serving public agencies and education institutions nationwide. Fastenal's State Contract #TXMAS-18-51V07

All cooperative agreements in NASPO VALUEPOINTS' comprehensive portfolio have been competitively solicited and publicly awarded by a public agency/governmental entity utilizing the best public procurement practices, processes and procedures. The lead agencies are independent of the cooperative allowing the agency to be focused on the best value for the agency.

Fastenal's complete Supply Chain (products, pricing, and services) is available online at [www.fastenal.com](http://www.fastenal.com) and is offered within our TXMAS State Contract #18-51V07.

- ✓ Global Catalog (products and pricing): [www.fastenal.com](http://www.fastenal.com)
- ✓ Safety Programs: Fastenal's Safety Resources
- ✓ Value-Add Services: Fastenal's Supply Chain Solutions

Fastenal's State Contract #TXMAS-18-51V07 is submitted in lieu of the terms & conditions incorporated in the above referenced solicitation.

Respectfully submitted,

**Stephen Coulter**

FASTENAL | Contracts & Negotiations  
Government & Healthcare | State of Texas

6/7/2019

Comptroller of Public Accounts  
PO Box 13186  
Austin, TX 78711-3186  
USA

Dear Mr. San Jose:

Fastenal Company is exempt from the Form 1295 filing requirement for contracts entered into or amended on or after January 1, 2018 as Fastenal Company is a publicly traded business entity. Fastenal's initial public offering was on August 20, 1987. Our shares are traded on The Nasdaq Stock Market under the symbol 'FAST.'

If you have questions, please do not hesitate to contact Stephen via the contact information below:

Stephen Coulter  
Government State Specialist  
Fastenal Company  
P: (979) 240-5765  
F: (507) 494-9860  
[scoulter@fastenal.com](mailto:scoulter@fastenal.com)

Sincerely,

Stephen Coulter  
Government State Specialist – (TX)  
Fastenal Company

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Fastenal Company</b>	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) <u>D</u> <small>(Applies to accounts maintained outside the U.S.)</small>	
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>2001 Theurer Blvd</b>	<b>Requester's name and address (optional)</b>
	<b>6</b> City, state, and ZIP code <b>Winona, MN 55987</b>	
	<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
<b>or</b>	
<b>Employer identification number</b>	
4 1 - 0 9 4 8 4 1 5	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Ellen Stoltz</i>	Date ▶ 01-01-18
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

### OFFICE USE ONLY

Date Received

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.

**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.

N/A

Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?


Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**   
Signature of vendor doing business with the governmental entity

03/07/2019

Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/07/2017

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).

<b>PRODUCER</b> Winona Agency, Inc 174 Center Street P. O. Box 919 Winona MN 55987-0919		<b>CONTACT NAME:</b> Lisa Armstrong <b>PHONE (A/C, No, Ext):</b> (507)452-3366 <b>E-MAIL ADDRESS:</b> Fastenalcerts@winonaagency.com <b>FAX (A/C, No):</b> (507)452-2597	
<b>INSURED</b> Fastenal Company and all wholly owned subsidiaries 2001 Theurer Blvd PO Box 978 Winona MN 55987		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Companies Inc-0WG711 <b>INSURER B:</b> Travelers Property Casualty Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 36161	

**COVERAGES**      **CERTIFICATE NUMBER:** 18-19 GL AL WC      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b>			TC2JGLSA117D569ATIL18	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:								MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000		
	OTHER:						GENERAL AGGREGATE \$ 2,000,000		
							PRODUCTS - COMP/OP AGG \$ 2,000,000		
							\$		
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>			TC2JCAP117D5676TIL18	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000		
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> HIRED AUTOS ONLY							BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> OTHER:							PROPERTY DAMAGE (Per accident) \$	
							Uninsured motorist \$		
	<input type="checkbox"/> <b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$		
	<input type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE \$		
	DED:      RETENTION \$						\$		
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			TC2JUB117D558418	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
CERTIFICATE HOLDER NAME ADDRESS CITY, STATE, ZIP	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 



## **FASTENAL'S TXMAS STRATEGIC VALUES**

**CONTRACT # TXMAS-18-51V07 for FACILITIES MAINTENANCE and REPAIR & OPERATIONS (MRO) INDUSTRIAL SUPPLIES**

### ✓ **Fastenal's State Of Texas (MRO) Contract # TXMAS-18-51V07**

- Access to online global distribution catalog (customer specific credentials) – [www.fastenal.com](http://www.fastenal.com)
- State Contract piggybacking Fastenal's National NASPO-VALUEPOINT Contract
  - [Click here for Fastenal's Awarded Contract](#)

### ✓ **Local Relationships/Partnerships**

- Fastenal has +135 brick and mortar locations throughout the state of Texas
  - Supported by our +14 National Distribution Centers

### ✓ **National Supply Chain Distributor**

- Distributor for +18 master NIGP commodity codes
  - [Click here to view Fastenal's Supplier Partnerships](#)

### ✓ **Strategic Pricing (Core "Market Basket" Items) Per Entity**

- Competitive pricing – cost saving solutions
- Negotiated pricing extended based on identified usage (repeatable items) per entity
  - Reference Page 40, section 3.15 "Volume Discount"

### ✓ **Value Added Services**

- Each of Fastenal's "**local**" value added services are offered to each entity
  - Reference Page 69, Appendix G – Value Add Solutions
    - [Click here to view Fastenal's Supply Chain Solutions](#)

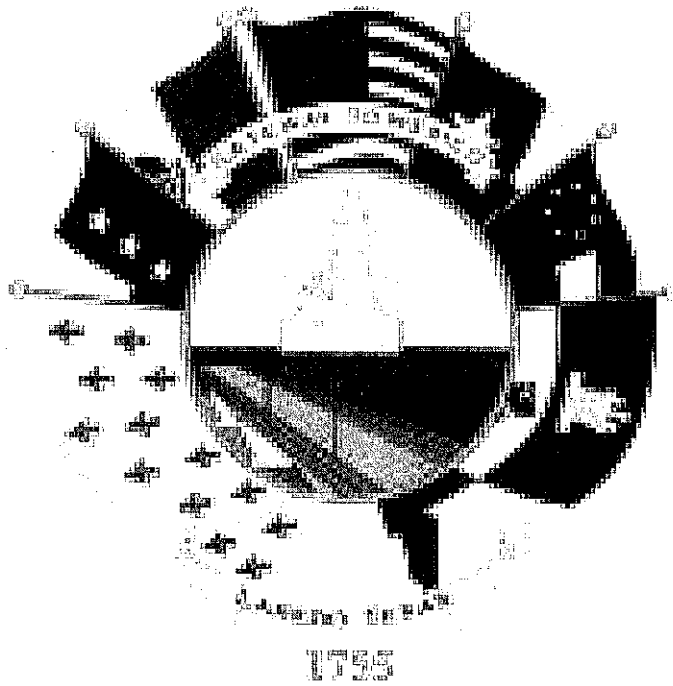
"It is our aspiration to serve our "**local**" Government Market(s) with excellence, while being supported by our national distribution team. Our goal is to build and increase our local teams as we grow our relationship(s). We encourage any and all feedback as we seek to continually improve!"

## **Fastenal's Government Team**

State of Texas | Email: [TXSMARTBUY@fastenal.com](mailto:TXSMARTBUY@fastenal.com) | Phone: 507-313-7206

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## **FY22-045 Safety Supplies Eagle Supply Co. Supplier Response**

### **Event Information**

Number: FY22-045 Safety Supplies  
Title: FY22-045 Safety Supplies - City of Laredo  
Type: Request For Proposal  
Issue Date: 2/15/2022  
Deadline: 3/10/2022 05:00 PM (CT)  
Notes: MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with

the following:

- Name of Bid
- Name of Company submitting Bid

•Address of Company submitting Bid

1.Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2.If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

### **Contact Information**

Contact: Enrique Aldape III  
Address: Purchasing Division  
Public Works Service Center  
5512 Thomas Avenue  
Laredo, TX 78041  
Phone: 956 (794) 1733  
Fax: 956 (790) 1805  
Email: [ealdape@ci.laredo.tx.us](mailto:ealdape@ci.laredo.tx.us)

## Eagle Supply Co. Information

Contact: Fernando Ballesteros Jr  
Address: 3210 east locust  
Laredo, TX 78043  
Phone: (956) 645-4154  
Fax: (956) 602-1535  
Email: fb.eagle@yahoo.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Martha A Navarro for Eagle Supply Co.

Signature

Submitted at 3/11/2022 10:43:29 AM

zb.eagle@yahoo.com

Email

## Bid Attributes

<b>1 Questionnaire Description</b>
"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".
<b>2 Name of Offeror (Business) and Name &amp; Phone Number of Authorized Person to sign bid</b>
No response
<b>3 State how long under has the business been in its present business name</b>
No response
<b>4 If applicable, list all other names under which the Business identified above operated in the last five years</b>
No response
<b>5 State if the Company is a certified minority business enterprise</b>
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.
<b>6 Questions Part 1</b>
1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?
No response

<b>7</b>	<b>Questions Part 2</b> 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? <input type="text" value="No response"/>
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<b>8</b>	<b>State if the Company is a certified minority business enterprise</b> <input type="text" value="Historically Underutilized Business (HUB)"/>
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<b>9</b>	<b>Conflict of Interest Disclosure</b> 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 <a href="http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm">http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm</a> . The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.
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<b>10</b>	<b>Conflict of Interest Questionnaire Form CIQ</b> For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
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<b>11</b>	<b>Conflict of Interest Questionnaire</b> Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? <input type="text" value="Yes"/>
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<b>12</b>	<b>Disclosure Form</b> For details on use of this form, see Section 4.01 of the City's Ethics Code.
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<b>13</b>	<b>This is a</b> <input type="text" value="New Submission"/>
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<b>1</b> <b>4</b>	<b>Question 1. Name of person submitting this disclosure form</b> Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <i>No response</i>
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<b>1</b> <b>5</b>	<b>Question 2. Contract Information</b> Please include the following: a)Contract or Project Name b)Originating Department <i>No response</i>
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<b>1</b> <b>6</b>	<b>Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)</b> <i>No response</i>
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<b>1</b> <b>7</b>	<b>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.</b> <i>Not Applicable</i>
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<b>1</b> <b>8</b>	<b>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</b> 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. <i>No response</i>
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<b>1</b> <b>9</b>	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> <i>Not Applicable</i>
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<b>2</b> <b>0</b>	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <i>No response</i>
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<b>2</b> <b>1</b>	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> <i>Not Applicable</i>
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<b>2</b> <b>2</b>	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> 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. <i>No response</i>
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**2**  
**3** **Question 7. Disclosure of political contributions**  
List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

**2**  
**4** **Question 7. Disclosure of political contributions**  
If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

**2**  
**5** **Updates on contributions required**  
Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

**2**  
**6** **Question 8. Disclosure of Conflict of Interest**  
Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

**2**  
**7** **8. Disclosure of Conflict of Interest**  
If you selected I am aware of conflict of interest in question 8, please list them in this section.

**2**  
**8** **Question 9. Updates Required**  
I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.  
 I have read and understand this section (I have read and understand this section)

**2**  
**9** **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**  
**0** **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)

<b>3</b> <b>1</b>	<b>Question 11. Oath</b> Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <input type="text" value="No response"/>
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<b>3</b> <b>2</b>	<b>Question 12. Oath</b> 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. <input type="checkbox"/> I swear or affirm information is correct (I swear or affirm information is correct)
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<b>3</b> <b>3</b>	<b>Company Information Questionnaire</b> <input type="checkbox"/> I have completed this section (I have completed this section)
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<b>3</b> <b>4</b>	<b>Conflict of Interest Questionnaire</b> <input type="checkbox"/> I have completed this section (I have completed this section)
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<b>3</b> <b>5</b>	<b>Non-Collusive Affidavit</b> <input type="checkbox"/> I have completed and included this form (I have completed and included this form)
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<b>3</b> <b>6</b>	<b>Discretionary Contracts Disclosure</b> <input type="checkbox"/> I have completed this section (I have completed this section)
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<b>3</b> <b>7</b>	<b>Certificate of Interested Parties (Form 1295)</b> 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, <a href="https://www.ethics.state.tx.us/tec/1295-Info.htm">https://www.ethics.state.tx.us/tec/1295-Info.htm</a> . 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. <input type="checkbox"/> I will comply with this form (I will comply with this form)
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**3**  
**8** 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

**3**  
**9** Terms and Conditions Request for Proposals

**TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

**GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1.0 PREPARATION OF PROPOSALS** Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

**2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS** It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

**3.0 SUBMISSION OF PROPOSALS**

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

**Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.**

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

#### **4.0 REJECTION OF PROPOSAL** The City may reject a proposal if:

- (a) Vendor misstates or conceals any material fact in the proposal.
- (b) Proposal does not strictly conform to the law or the requirements of the proposal.
- (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
- (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any proposal.

**5.0 WITHDRAWAL OF PROPOSALS** Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE PROPOSALS OR MODIFICATIONS** Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

#### **7.0 CLARIFICATION AND PROTEST PROCEDURE**

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041

[mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us) Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041

[mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us) Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

#### **8.0 VENDOR DISCOUNTS**

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

#### **9.0 INTENT OF CONTRACT**

(a) **ANNUAL SERVICE CONTRACT:** The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of

appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

**10.0 AWARD OF CONTRACT** The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. **This contract will be awarded to the four highest scoring proposals.**

Definition of best value criteria as per The Institute for Public Procurement is:

***"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."***

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

**11.0 PAYMENT & INVOICING**

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: [jjolly@ci.laredo.tx.us](mailto:jjolly@ci.laredo.tx.us) For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

*I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)*

**4** **Disqualification & Debarment Certification**

**0** **DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions (I certify to the terms and conditions)

**4** **Section I: Contractor's Profile & Qualifications (20 Points)**

**1** **Section I: Contractor's Profile & Qualifications (20 Points)**

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

\*\*\*\*\***Documentation can be uploaded on to Cit-E-Bid**\*\*\*\*\*

Provide an overview of your company (years in service, number of employees, etc.).

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List of specialized equipment (delivery trucks, etc.. which will be used to comply with this contract obligation).

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Yes (Yes )

**4**  
**2** **Section II: The bidder's past relationship with the City of Laredo – (20 Points)**  
**Section II: The bidder's past relationship with the City of Laredo – (20 Points)**

\*\*\*\*\*Documentation can be uploaded on to Cit-E-Bid\*\*\*\*\*

Prior Contracts: List name, company, phone#, years of contract, and contact email.

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Yes (Yes)

**4**  
**3** **Section III: Cooperative Contracts – (10 Points)**  
**Section III Cooperative Contracts: List any cooperative contracts such as State of Texas Cooperative Purchasing Program, Houston Galveston Area of Council (HGAC), BuyBoard, Texas Cooperative Purchasing Network (TCPN), and US Communities - sponsored by the National Institute of Governmental Purchasing (NIGP), National League of Cities (NLC), United States Conference of Mayors (USCM).**

\*\*\*\*\*Documentation can be uploaded on to Cit-E-Bid\*\*\*\*\*

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Yes (Yes)

**Bid Lines**

**1** **Package Header**

**Section IV: Discount (50 Points):** An evaluation of the pricing to the City of Laredo. Bid pricing shall be a cost plus format. The City requests that the personnel assigned for this contract be paid the wages indicated, by the successful contractor.

Quantity:  1  UOM:  EA

**Package Items**

**1.1 Cost Plus percentage**  
Quantity:  1  UOM:  EA  Total:

**1.2 Discount from list (percentage)**  
Quantity:  1  UOM:  EA  Total:

**2** **Package Header**

**Section V: Pricing (10 Points):** An evaluation of the pricing to the City of Laredo. The City's net price shall be F.O.B City of Laredo facilities, freight pre-paid. Provide proposed pricing for all the commodities listed.

**\*\*Shall be used for evaluation and scoring purposes only.\*\***

Quantity:   1   UOM: EA Total: \$34,292.88

**Package Items**

**2.1 Disposable Nitrile Gloves**

Mfr#: S-15639

100 Per Box (S,M,L,XL)

Quantity:   1   UOM: Box Price: \$88.85 Total: \$88.85

**2.2 Industrial Nitrile Gloves W/ Extended Cuff**

Mfr#: S-14181

50 Per Box (S,M,L,XL)

Quantity:   1   UOM: Box Price: \$94.05 Total: \$94.05

**2.3 Exam Grade Latex Gloves**

Mfr#: S-9642

100 Per Box (S,M,L,XL)

Quantity:   1   UOM: Box Price: \$82.35 Total: \$82.35

**2.4 Micro-Foam Nitrile Coated Gloves**

Mfr#: S-21083

12 Per Box (S,M,L,XL)

Quantity:   1   UOM: Box Price: \$23.75 Total: \$23.75

**2.5 Thermal Latex Coated Gloves**

Mfr#: S-19884

12 Per Box (S,M,L,XL)

Quantity:   1   UOM: Box Price: \$24.50 Total: \$24.50

**2.6 Class 3 Hi-Vis Lightweight Rainwear Pants**

Mfr#: S-22970

(M, L, XL, 2XL)

Quantity:   1   UOM: Each Price: \$32.85 Total: \$32.85



**2.7 Class 3 Hi-Vis Lightweight Rainwear Pants**

Mfr#: S-22971

(M, L, XL, 2XL)

Quantity:   1   UOM: Each

Price:

Total:

**2.8 Class 3 Hi-Vis Rainwear Heavy Duty Jacket**

Mfr#: S-19979

(L, XL, 2XL)

Quantity:   1   UOM: Each

Price:

Total:

**2.9 Class 3 Hi-Vis Rainwear Overalls**

Mfr#: S-19980

(L, XL, 2XL)

Quantity:   1   UOM: Each

Price:

Total:

**2.10 Cowhide Gloves**

Mfr#: S-6777

36 Per Box (M,L,XL)

Quantity:   1   UOM: Box

Price:

Total:

**2.11 Leather Palm Safety Cuff Gloves**

Mfr#: S-21620

12 Per Box (M,L,XL)

Quantity:   1   UOM: Box

Price:

Total:

**2.12 Industrial Leather Palm Safety Cuff Gloves**

Mfr#: S-16907

12 Per Box (M,L,XL)

Quantity:   1   UOM: Box

Price:

Total:

**2.13 Double Palm Leather Gloves**

Mfr#: S-11431

12 Per Box (M,L,XL)

Quantity:   1   UOM: Box

Price:

Total:

**2.14** Leather Palm Gloves

Mfr#: S-17495

36 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

**2.15** MIG Welding Gloves

Mfr#: S-20850

6 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

**2.16** TIG Welding Gloves

Mfr#: S-20851

6 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

**2.17** Stick Welding Gloves

Mfr#: S-9741

6 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

**2.18** Safety Glasses - Smoke Lens

Mfr#: S-19258SM

6 Per Box

Quantity:   1   UOM: Box Price:  Total:

**2.19** Safety Glasses - Clear Lens

Mfr#: S-20705C

6 Per Box

Quantity:   1   UOM: Box Price:  Total:

**2.20** Safety Glasses – Smoke

Mfr#: S-19894SM

6 Per Box

Quantity:   1   UOM: Box Price:  Total:

**2.21 Safety Glasses – Clear**

Mfr#: S-19894C

6 Per Box

Quantity:   1   UOM:   Box   Price:  Total:

**2.22 Safety Goggles**

Mfr#: S-7023

10 Per Box

Quantity:   1   UOM:   Box   Price:  Total:

**2.23 Disposable Face Shield**

Mfr#: S-23868

25 Per Box

Quantity:   1   UOM:   Box   Price:  Total:

**2.24 Workwear Class 2 Mesh 2-Tone Reflective Hi-Vis Traffic Safety Vest (Lime Green)**

Mfr#: 1287-LZ

(M,L,XL,2XL,3XL)

Quantity:   1   UOM:   Each   Price:  Total:

**2.25 Workwear Class 2 Breakaway Mesh Reflective Hi-Vis Traffic Safety Vest (Orange)**

Mfr#: 1287BRK-O

(M,L,XL,2XL,3XL)

Quantity:   1   UOM:   Each   Price:  Total:

**2.26 Class 3 Hi-Vis Bomber Jacket (Lime Green)**

Mfr#: S-21675

(M,L,XL,2XL,3XL)

Quantity:   1   UOM:   Each   Price:  Total:

**2.27 Class 3 High Visibility Safety Vest (Lime Green)**

Mfr#: V3001

(M,L,XL,2XL,3XL)

Quantity:   1   UOM:   Each   Price:  Total:

**2.28 Two Tone Surveyor Class 2 Safety Vest Hi-Vis Lime (Lime Green)**

Mfr#: SV6G

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

**2.29 Class 2 Hi-Vis Safety Vest, 2" Reflective Strips, Solid, Lime**

Mfr#: WR695309

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

**2.30 Type R Class 2 Dual Sized Value Zipper Safety Vest - Yellow/Lime**

Mfr#: 302-V100LY

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

**2.31 Economy Type R Class 3 Single Pocket Contrasting Mesh Safety Vest - Yellow/Lime**

Mfr#: KISH-1565

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

**2.32 Tingley 31151 15" General Purpose PVC Work Boots**

Mfr#: 31151-8

(1 Pair)

Quantity:   1   UOM: Pair Price:  Total:

**2.33 Servus Safety Knee Boot w/Steel Toe, Black**

Mfr#: SVS 1882111

(1 Pair)

Quantity:   1   UOM: Pair Price:  Total:

**2.34 Rubber Boot, Men's, Knee, Plain Toe Type, PVC, Black,**

Mfr#: 31151

(1 Pair)

Quantity:   1   UOM: Pair Price:  Total:

**2.35 Rubber Boot, Unisex, Mid-Calf, Plain Toe Type, PVC, Black**

Mfr#: 29UT85

(1 Pair)

Quantity:   1   UOM:   Pair   Price:  Total:

**2.36 Rubber Boot, Men's, Mid-Calf, Plain Toe Type, EVA, Rubber, Black**

Mfr#: 885999105031

(1 Pair)

Quantity:   1   UOM:   Pair   Price:  Total:

**2.37 Rubber Boot, Men's, 10, Mid-Calf, Steel Toe Type, Rubber, Black**

Mfr#: 228040

(1 Pair)

Quantity:   1   UOM:   Pair   Price:  Total:

**2.38 Front Brim, Hard Hat, Type 1, Class E ANSI Classification, V-Gard Small**

Mfr#: 466354

Quantity:   1   UOM:   Each   Price:  Total:

**2.39 Hard Hat, Front Brim, Type 1, Class E, Pinlock, Yellow**

Mfr#: WRB2399056

Quantity:   1   UOM:   Each   Price:  Total:

**2.40 Front Brim, Hard Hat, Type 1, Class C ANSI Classification, H-700, Ratchet**

Mfr#: H-701V

Quantity:   1   UOM:   Each   Price:  Total:

**2.41 Front Brim, Hard Hat, Type 2, Class E ANSI Classification, Matterhorn A89, Ratchet**

Mfr#: A89R010000

Quantity:   1   UOM:   Each   Price:  Total:

**2.42 OccuNomix Vulcan Cowboy Hard Hat with Ratchet Suspension, White.**

Mfr#: WRB605528

Quantity:   1   UOM:   Each   Price:  Total:

**2.43 Disposable Respirator, S, NIOSH Rating N95, ASTM Splash Rating Level 1**

Mfr.: # 1804S

Package/50

Quantity:   1   UOM: Package Price:  Total:

**2.44 Disposable Respirator, Universal, NIOSH Rating N95**

Mfr.: # DC300N95

Package/20

Quantity:   1   UOM: Package Price:  Total:

**2.45 Disposable Respirator, Universal, NIOSH Rating N95**

Mfr.: # 8511

Package/10

Quantity:   1   UOM: Package Price:  Total:

**2.46 Disposable Respirator, M, NIOSH Rating N95, Nuisance Acid Gas**

Mfr.: # 2500N95

Package/10

Quantity:   1   UOM: Package Price:  Total:

**2.47 ACI N95 Surgical Respirator (Duckbill)**

NIOSH Certification: TC84A-9318

Package/50

Quantity:   1   UOM: Package Price:  Total:

**2.48 Splash Shield Replacement Frames: Hook-and-Loop, Polyester, Clear**

Mfr.: # SSRF002522

Package/20

Quantity:   1   UOM: Package Price:  Total:

**2.49 Disposable Face Shield Assembly: Hook-and-Loop, Polyester, Anti-Fog, Clear**

Mfr.: # 2802

Package/100

Quantity:   1   UOM: Package Price:  Total:

**2.50** Face Shield: Elastic Band, Polyester, Clear

Mfr.: # IDC/F-100

Package/100

Quantity:   1   UOM: Package Price:  Total:

**2.51** Disposable Face Shield Assembly: Hook-and-Loop, Polyester, Anti-Fog, Clear

Mfr.: # LHB642

Package/50

Quantity:   1   UOM: Package Price:  Total:

**2.52** Sports Drink Mix, Powder Concentrate, Regular

Mfr.: # 03944

Package/32

Quantity:   1   UOM: Package Price:  Total:

**2.53** Sports Drink Mix, Liquid Concentrate, Regular

Mfr.: # 33305

1 Gallon

Quantity:   1   UOM: Gallon Price:  Total:

**2.54** Sqwincher PowderPack Professional Grade Hydration Electrolyte Replenishment Drink Mix, Assorted Flavors, 9.53 oz

Mfr.: # X384-MC600-BX20

Package/20

Quantity:   1   UOM: Package Price:  Total:

**2.55** Qwik Stik(TM) Sugar Free Drink Mix Powder 0.6 oz., Mixed Berry

Mfr.: # 159060201

Package/500

Quantity:   1   UOM: Package Price:  Total:

**2.56** Bottled Water, Pallet 84 Cases, 16.9 oz

Mfr.: # PRL24NIA05L

Pallet/84 Cases (24 Per Case)

Quantity:   1   UOM: Pallet Price:  Total:

**2.57** Portable Open Flame Gas Heater, Natural Gas, Propane, 250,000 BtuH, 400,000 BtuH

Mfr. Model # CH400

Quantity:   1   UOM: Each Price:  Total:

**2.58** Portable Gas Torpedo Heater, Natural Gas, Propane, 750,000 BtuH, Heating Area 37,000 sq ft

Mfr. Model #1800B

Quantity:   1   UOM: Each Price:  Total:

**2.59** Hazardous Location, Portable Evaporative Cooler, 36 in Blade Diameter

Mfr. Model # PACHZ260DAZ

Quantity:   1   UOM: Each Price:  Total:

**2.60** Hazardous Location, Portable Evaporative Cooler, 48 in Blade Diameter

Mfr. Model # PACHZ270DAZ

Quantity:   1   UOM: Each Price:  Total:

**2.61** ANSI Approved First Aid Kit - Class A, 25 person

Mfr. Model # H-6469

Quantity:   1   UOM: Each Price:  Total:

**2.62** ANSI Approved First Aid Kit - Class B, 50 person

Mfr. Model # H-6470

Quantity:   1   UOM: Each Price:  Total:

**2.63** Infrared Forehead Thermometer

Mfr. Model # H-8862

Quantity:   1   UOM: Each Price:  Total:

**2.64** Emergency Shower / Eyewash Station

Mfr. Model # H-6697

Quantity:   1   UOM: Each Price:  Total:

**2.65** Portable Eyewash Station

Mfr. Model # H-5458

Quantity:   1   UOM: Each Price:  Total:

**2.66** Heavy Duty Reflective Traffic Cones - 28", Orange

Mfr. Model # S-216340

Quantity:   1   UOM: Each Price:  Total:



**2.67** Reflective Traffic Cones - 18", Orange

Mfr. Model # S-147090

Quantity:   1   UOM: Each Price:  Total:

**2.68** Traffic Cone Weight

Mfr. Model # H-9481

Quantity:   1   UOM: Each Price:  Total:

**2.69** 36" Inch Non Reflective Orange Vinyl Roll Up Sign

Mfr. Model #R36DI-NRO

Quantity:   1   UOM: Each Price:  Total:

**2.70** 36" High Intensity Reflective Orange Roll Up Sign

Mfr. Model # R36DI-SBO

Quantity:   1   UOM: Each Price:  Total:

**2.71** 48" Roll Up Vinyl Sign Reflective Orange

Mfr. Model # RUR48-200

Quantity:   1   UOM: Each Price:  Total:

**2.72** Compact Double Spring Roll-Up Sign Stand- Aluminum

Mfr. Model # SS340A

Quantity:   1   UOM: Each Price:  Total:

**Response Total: \$34,292.88**

CITY OF LAREDO  
PURCHASING DIVISION

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**13.0 General Conditions**

- 13.1 When contractor cannot abide by the terms and conditions in fulfilling his contract, contractor must supply the materials, service or supplies from other sources at the contract price. If contractor delays in providing the services or supplies, the City of Laredo reserves the right to purchase contract materials on the open market and charge contractor price difference.
  - 13.2 Award to successful bidder will be made by the City Council. Proposals will be awarded to the responsible bidder meeting the city's requirements.
  - 13.3 When the contractor cannot abide by the terms and conditions of this contract, then the City reserves the right to purchase on the open market, and charge the contractor the difference between the contract price and the open market purchase price.
  - 13.4 Partial deliveries may be made only with the prior approval of the requesting department.
  - 13.5 Items found to be broken, defective, or otherwise unacceptable shall be reported by the Purchasing Division to the contractor for replacement. Replacements shall be made within five (5) workdays after notification. Items known to be defective, broken, or otherwise unacceptable at the time of delivery, shall be rejected and contractor shall immediately initiate replacement. In the event an ordered item is "out of stock", contractor may substitute a higher quality item at the price of the item for which the substitute is being made, if approved by the requesting department.
  - 13.6 Cancellation of Contract: The following conditions will result in the cancellation of this contract:
    - 13.6.1 This contract may be canceled, by either party, within sixty days of a written notice.
    - 13.6.2 The failure of the contractor for performance of the services required by this contract, within ten days of receipt of written demand of performance by the City, or the failure of the contractor to correct or replace defective goods or products, within ten days from receipt of written demand, will therefore constitute a total breach of this contract, and shall be cause for termination.
  - 13.7 The City of Laredo is an active member of the State of Texas Cooperative Purchasing Program, Houston Galveston Area of Council (HGAC), BuyBoard, Texas Cooperative Purchasing Network (TCPN), and US Communities - sponsored by the National Institute of Governmental Purchasing (NIGP), National League of Cities (NLC), United States Conference of Mayors (USCM). The City of Laredo can take advantage of any contract pricing negotiated with these agencies.
  - 13.8 Prices should be F.O.B. City of Laredo Office Locations. Inside and second and third floor delivery required.
- 14.0 Payment and Invoicing**  
All invoices must show purchase order number and invoices should be legible. Payment is deemed to be made on the date the City of Laredo, Accounts Payable Department mails checks. To avoid payment delays, invoices shall be submitted within a minimum of five working days after delivery of merchandise. Originals shall be mailed to the City of Laredo Accounts Payable. All invoices have a 30-day term from receipt of order.
- 15.0 Delivery**  
Delivery time for all items ordered under the terms and conditions of this contract are working days from date of order.

Bidder's business hours: From: 8 a.m. to 5 p.m. Days of week: MON - FRI.

**CITY OF LAREDO  
PURCHASING DIVISION**

70	Good to Average	
80	Good	Exceeds minimum criteria.
90	Very Good	Provides benefits to the entity in addition to all required criteria.
100	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
I	Contractor's Profile & Qualifications (21.0)	20	70%	14.00
II	The bidder's past relationship with the City of Laredo – Prior Contracts (22.0)	10	80%	8.00
III	Cooperative Contract (23.0)	10	80%	8.00
IV	Discount (25.0)	50	90%	45.00
V	Pricing (26.0)	10	100%	10.00
<b>Total Score</b>				<b>85.00</b>

20.1 Ordinance 2018-O-175

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for Proposals for contracts will be evaluated with a 5% preference for local vendors.

**21.0 Section I: Contractor's Profile & Qualifications (20 Points)**

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

\*\*\*\*\*Documentation can be uploaded on to Cit-E-Bid\*\*\*\*\*

21.1 Provide an overview of your company (years in service, number of employees, etc.).

*10 yrs Service, 4 Employees, Delivery Truck, Office Equipment,*

21.2 List of specialized equipment (delivery trucks, etc.. which will be used to comply with this contract obligation).

*Delivery Truck plus Ground & Motor Freight and in Person  
Contact with all city Departments.*

**CITY OF LAREDO  
PURCHASING DIVISION**

**22.0 Section II: The bidder's past relationship with the City of Laredo – (10 Points)**

\*\*\*\*\*Documentation can be uploaded on to Cit-E-Bid\*\*\*\*\*

Prior Contracts: List name, company, phone#, years of contract, and contact email.

*EAGLE Supply Co (956) 645-4154 5yrs*  
*Contract FY 17-024 MARCH 20-2017-3-29-2022*  
*rb.eagle@yahoo.com*

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**23.0 Section III Cooperative Contracts:** List any cooperative contracts such as State of Texas Cooperative Purchasing Program, Houston Galveston Area of Council (HGAC), BuyBoard, Texas Cooperative Purchasing Network (TCPN), and US Communities - sponsored by the National Institute of Governmental Purchasing (NIGP), National League of Cities (NLC), United States Conference of Mayors (USCM).

*No contracts*

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**24.0 Price Schedule**

An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 60 Points (Discount 50 Points and Pricing 10 Points)

**25.0 Section IV: Discount (50 Points):** An evaluation of the discount to the City of Laredo. Proposal pricing shall be a cost-plus format. The City requests that the personnel assigned for this contract be paid the wages indicated, by the successful contractor.

<i>List Proposed Format</i>		
Fixed Price Schedule		
Cost Plus percentage	<i>15</i>	%
Discount from List (percentage)		%
Medium provided: (electronic, internet, etc.)		
Catalogue:		

**CITY OF LAREDO  
PURCHASING DIVISION**

**26.0 Section V: Pricing (10 Points):** An evaluation of the pricing to the City of Laredo. The City's net price shall be F.O.B City of Laredo facilities, freight pre-paid. Provide proposed pricing for all the commodities listed. **\*\*Shall be used for evaluation and scoring purposes only.\*\***

**26.1 Tab A - Safety Gloves**  
Safety Gloves as per specs, or approved equal.

Description	UOM	Unit Price	Brand / Stock# of Item
Disposable Nitrile Gloves Mfr#: S-15639 100 Per Box (S,M,L,XL)	Box	\$88.85	GSI # AS10X
Industrial Nitrile Gloves W/ Extended Cuff Mfr#: S-14181 50 Per Box (S,M,L,XL)	Box	\$94.05	GSI # FT55X
Exam Grade Latex Gloves Mfr#: S-9642 100 Per Box (S,M,L,XL)	Box	\$82.35	GSI # PS20X
Micro-Foam Nitrile Coated Gloves Mfr#: S-21083 12 Per Box (S,M,L,XL)	Box	\$23.75	GSI # KOM-1520
Thermal Latex Coated Gloves Mfr#: S-19884 12 Per Box (S,M,L,XL)	Box	\$24.50	GSI # SBS1050
TOTAL		\$313.50	<i>[Signature]</i>

**26.2 Tab B - Raincoats**  
Raincoats and Hooded Raincoats with Hoodie as per specs. or approved equal.

Description	UOM	Unit Price	Brand / Stock# of Item
Class 3 Hi-Vis Lightweight Rainwear Jacket Mfr#: S-22970 (M, L, XL, 2XL)	Each	\$32.85	Seattle # NE-21RHL
Class 3 Hi-Vis Lightweight Rainwear Pants Mfr#: S-22971 (M, L, XL, 2XL)	Each	\$35.50	NSI #31407
Class 3 Hi-Vis Rainwear Heavy Duty Jacket Mfr#: S-19979 (L, XL, 2XL)	Each	\$52.75	Seattle # NE-81HGT
Class 3 Hi-Vis Rainwear Overalls Mfr#: S-19980 (L, XL, 2XL)	Each	\$57.05	NSI #159226
TOTAL		\$178.15	<i>[Signature]</i>

\*\*\*\*\*Price Schedule Section must be completely filled out in order to be considered\*\*\*\*\*

**CITY OF LAREDO  
PURCHASING DIVISION**

26.3 Tab C - Leather Gloves  
Leather Palm Gloves, Double Palm as per specs. or approved equal.

Description	UOM	Unit Price	Brand / Stock# of item
Cowhide Gloves Mfr#: S-6777 36 Per Box (M,L,XL)	Box	\$ 141.00	GSI # L50-3070
Leather Palm Safety Cuff Gloves Mfr#: S-21620 12 Per Box (M,L,XL)	Box	\$ 24.00	GSI # L50-2170
Industrial Leather Palm Safety Cuff Gloves Mfr#: S-16907 12 Per Box (M,L,XL)	Box	\$ 24.00	GSI # TLO-7270
Double Palm Leather Gloves Mfr#: S-11431 12 Per Box (M,L,XL)	Box	\$ 24.00	GSI # W52-1001
Leather Palm Gloves Mfr#: S-17495 36 Per Box (M,L,XL)	Box	\$ 21.00	GSI # TLO-7271
MIG Welding Gloves Mfr#: S-20850 6 Per Box (M,L,XL)	Box	\$ 31.95	Seattle # 5420 LCK
TIG Welding Gloves Mfr#: S-20851 6 Per Box (M,L,XL)	Box	\$ 31.95	Seattle # 5220 LCK
Stick Welding Gloves Mfr#: S-9741 6 Per Box (M,L,XL)	Box	\$ 31.50	Seattle # 7280 K
TOTAL		\$ 329.40	<i>[Signature]</i>

26.4 Tab D: Safety Glasses  
All safety glasses provided shall comply with ANSI, Nonprescription Sunglasses and Fashion Eyewear - Requirements. Safety glasses as per specs. or approved equal.

Description	UOM	Unit Price	Brand / Stock# of Item
Safety Glasses - Smoke Lens Mfr#: S-19258SM 6 Per Box	Box	\$ 13.50	GSI # OT-BK-C
Safety Glasses - Clear Lens Mfr#: S-20705C 6 Per Box	Box	\$ 13.50	GSI # OT-BK-G
Safety Glasses - Smoke Mfr#: S-19894SM 6 Per Box	Box	\$ 34.50	NSI # 26494
Safety Glasses - Clear Mfr#: S-19894C 6 Per Box	Box	\$ 34.50	NSI # 26493

**CITY OF LAREDO  
PURCHASING DIVISION**

Safety Goggles Mfr#: S-7023 10 Per Box	Box	\$ 75.00	NSI 21543
Disposable Face Shield Mfr#: S-23868 25 Per Box	Box	\$23.25	NSI 346143
TOTAL		\$ 198.25	<i>[Signature]</i>

194.25 *[Signature]*

26.5 Tab E – Safety Vests

An ANSI safety vest can have one of three classifications: Class 1, Class 2 and Class 3. Each of the ANSI safety ratings are designed to help workers choose a proper vest for the job based on their working environment. Safety Vests as per specs. or approved equal.

Description	UOM	Unit Price	Brand / Stock# of Item
Workwear Class 2 Mesh 2-Tone Reflective Hi-Vis Traffic Safety Vest (Lime Green) Mfr#: 1287-LZ (M,L,XL,2XL,3XL)	Each	\$ 7.95	Seattle # 210FP
Workwear Class 2 Breakaway Mesh Reflective Hi-Vis Traffic Safety Vest (Orange) Mfr#: 1287BRK-O (M,L,XL,2XL,3XL)	Each	\$ 7.95	Seattle # 5V02-1
Class 3 Hi-Vis Bomber Jacket (Lime Green) Mfr#: S-21675 (M,L,XL,2XL,3XL)	Each	\$25.95	Seattle # NEDHGS
Class 3 High Visibility Safety Vest (Lime Green) Mfr#: V3001 (M,L,XL,2XL,3XL)	Each	\$ 6.95	SEATTLE #SV3001P
Two Tone Surveyor Class 2 Safety Vest Hi-Vis Lime (Lime Green) Mfr#: SV6G (M,L,XL,2XL,3XL)	Each	\$ 13.95	Seattle #SV01P
Class 2 Hi-Vis Safety Vest, 2" Reflective Strips, Solid, Lime Mfr#: WR695309 (M,L,XL,2XL,3XL)	Each	\$ 6.95	SEATTLE #SUD2
Type R Class 2 Dual Sized Value Zipper Safety Vest - Yellow/Lime Mfr#: 302-V100LY (M,L,XL,2XL,3XL)	Each	\$ 6.95	SEATTLE #SV88SE
Economy Type R Class 3 Single Pocket Contrasting Mesh Safety Vest - Yellow/Lime Mfr#: KISH-1565 (M,L,XL,2XL,3XL)	Each	\$ 6.95	SEATTLE #SV300
TOTAL		\$83.60	<i>[Signature]</i>

\*\*\*\*\*Price Schedule Section must be completely filled out in order to be considered\*\*\*\*\*

**CITY OF LAREDO  
PURCHASING DIVISION**

26.6 Tab F – Rubber Boots

General purpose rubber boots keep feet dry and protected from liquid splash, including water, oil, and some chemicals. They are worn over socks when feet are in constant contact with water and chemicals where regular footwear would be damaged. Rubber Boots as per specs. or approved equal.

Description	UOM	Unit Price	Brand / Stock# of Item
Tingley 31151 15" General Purpose PVC Work Boots Mfr#: 31151-8 (1 Pair)	Pair	\$21.95	NSI # 3938
Servus Safety Knee Boot w/Steel Toe, Black Mfr#: SVS 1882111 (1 Pair)	Pair	\$22.95	NSI # 3937
Rubber Boot, Men's, Knee, Plain Toe Type, PVC, Black, Mfr#: 31151 (1 Pair)	Pair	\$21.95	NSI # 3938
Rubber Boot, Unisex, Mid-Calf, Plain Toe Type, PVC, Black Mfr#: 29UT85 (1 Pair)	Pair	\$21.95	NSI # 3936
Rubber Boot, Men's, Mid-Calf, Plain Toe Type, EVA, Rubber, Black Mfr#: 885999105031 (1 Pair)	Pair	\$21.95	NSI # 21864
Rubber Boot, Men's, 10, Mid-Calf, Steel Toe Type, Rubber, Black Mfr#: 228040 (1 Pair)	Pair	\$22.95	NSI # 3937-10
TOTAL		\$133.70	<i>[Signature]</i>

26.7 Tab G – Hard Hats & Helmets

Hard hats and helmets protect the wearer from hazards that impact the head. Hard hats and helmets shall be ANSI rated and OSHA compliant. Hard hats and helmets as per specs. or approved equal.

Description	UOM	Unit Price	Brand / Stock # of Item
Front Brim, Hard Hat, Type 1, Class E ANSI Classification, V-Gard Small Mfr#: 466354	Each	\$8.49	NSI # 93000
Hard Hat, Front Brim, Type 1, Class E, Pinlock, Yellow Mfr#: WRB2399056	Each	\$8.49	NSI # 23188
Front Brim, Hard Hat, Type 1, Class C ANSI Classification, H-700, Ratchet Mfr#: H-701V	Each	\$12.75	NSI # 23189
Front Brim, Hard Hat, Type 2, Class E ANSI Classification, Matterhorn A89, Ratchet Mfr#: A89R010000	Each	\$13.99	NSI # 93001
OccuNomix Vulcan Cowboy Hard Hat with Ratchet Suspension, White. Mfr#: WRB605528	Each	\$55.00	VULCAN #435428
TOTAL		\$98.72	<i>[Signature]</i>

\*\*\*\*\*Price Schedule Section must be completely filled out in order to be considered\*\*\*\*\*



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26.8 Tab H – Masks & Face shields

Disposable respirators and masks cover the mouth and nose to provide short-term, light-duty breathing protection. They are designed to be worn once and thrown away. Respirators are NIOSH-rated to indicate the level of protection provided and are often worn in healthcare environments. General purpose masks filter out dust and mild irritants and are commonly worn at construction and agricultural jobsites. Disposable welding respirators are worn in high-heat environments. Mask and Face Shields as per specs. or approved equal.

Description	UOM	Unit Price	Brand / Stock# of Item
Disposable Respirator, S, NIOSH Rating N95, ASTM Splash Rating Level 1 Mfr.: # 1804S Package/50	Package	\$ 53.23	3M # 1804S
Disposable Respirator, Universal, NIOSH Rating N95 Mfr.: # DC300N95 Package/20	Package	\$ 34.95	Honeywell #DC300N95
Disposable Respirator, Universal, NIOSH Rating N95 Mfr.: # 8511 Package/10	Package	\$ 24.08	3M # 8511
Disposable Respirator, M, NIOSH Rating N95, Nuisance Acid Gas Mfr.: # 2500N95 Package/10	Package	\$ 79.30	MOLNEX #2500N95
ACI N95 Surgical Respirator (Duckbill) NIOSH Certification: TC84A-9318 Package/50	Package	\$ 57.00	Rehamant #TC84A-9318
Splash Shield Replacement Frames: Hook-and-Loop, Polyester, Clear Mfr.: # SSRF002522 Package/20	Package	\$ 49.55	SPLASH shield # SSRF002522
Disposable Face Shield Assembly: Hook-and-Loop, Polyester, Anti-Fog, Clear Mfr.: # 2802 Package/100	Package	\$ 225.00	Honeywell # 2802
Face Shield: Elastic Band, Polyester, Clear Mfr.: # IDC/F-100 Package/100	Package	\$ 250.00	PAULSON # IDC/F-100
Disposable Face Shield Assembly: Hook-and-Loop, Polyester, Anti-Fog, Clear Mfr.: # LHB642 Package/50	Package	\$ 159.00	MEMCO #LHB642
TOTAL		\$ 932.61	<i>[Signature]</i>

\*\*\*\*\*Price Schedule Section must be completely filled out in order to be considered\*\*\*\*\*

**CITY OF LAREDO  
PURCHASING DIVISION**

26.9 Tab I: Sports Drinks & Thirst Quenchers

Sports drinks and thirst quenchers for high-heat environments to reduce heat stress related illness. Sports drinks and water as per specs. or approved equal.

Description	UOM	Unit Price	Brand / Stock # of Item
Sports Drink Mix, Powder Concentrate, Regular Mfr.: # 03944 Package/32	Package	\$158.85	Garbade # 03944
Sports Drink Mix, Liquid Concentrate, Regular Mfr.: # 33305 1 Gallon	Gallon	\$49.75	NSI #14467
Sqwincher PowderPack Professional Grade Hydration Electrolyte Replenishment Drink Mix, Assorted Flavors, 9.53 oz Mfr.: # X384-MC600-BX20 Package/20	Package	\$43.00	NSI 14471
Qwik Stik(TM) Sugar Free Drink Mix Powder 0.6 oz., Mixed Berry Mfr.: # 159060201 Package/500	Package	\$253.50	NSI 23277
Bottled Water, Pallet 84 Cases, 16.9 oz Mfr.: # PRL24NIA05L Pallet/84 Cases (24 Per Case)	Pallet	\$568.00	AIW #40856SPR LN 2A05L24
TOTAL		\$1,073.10	<i>[Signature]</i>

26.10 Tab J: Portable Heaters & Fans

Portable gas torpedo heaters to be used as the primary source of heat in ventilated enclosed spaces or in open spaces, like jobsites and construction sites. These portable heaters can be moved wherever heat is needed. Portable evaporative and misting coolers have wheels for positioning the coolers within a space or rolling them between locations as cooling needs change. Portable Heaters and Fans as per specs. or approved equal.

Description	UOM	Unit Price	Brand / Stock # of Item
Portable Open Flame Gas Heater, Natural Gas, Propane, 250,000 BtuH, 400,000 BtuH Mfr. Model # CH400	Each	\$750.00	Heat STAR #HS400FAB
Portable Gas Torpedo Heater, Natural Gas, Propane, 750,000 BtuH, Heating Area 37,000 sq ft Mfr. Model #1800B	Each	\$5,500.00	QMER TEMP #1800B
Hazardous Location, Portable Evaporative Cooler, 36 in Blade Diameter Mfr. Model # PACHZ260DAZ	Each	\$11,000.00	PORTOCOOL #PACHZ26 0DAZ
Hazardous Location, Portable Evaporative Cooler, 48 in Blade Diameter Mfr. Model # PACHZ270DAZ	Each	\$12,000.00	PORTOCOOL #PACHZ270 DAZ
TOTAL		\$29,250	<i>[Signature]</i>

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26.11 Tab K : First Aid & Safety Equipment

First-aid kits, thermometer, and eye stations needed to treat minor burns, lacerations, and eye injuries. Emergency eye washes and showers are used in labs, chemical plants, paper mills, and other environments with potentially harmful chemicals or materials. First Aid Kits, Thermometers, and Eye Stations as per specs. or approved equal.

Description	UOM	Unit Price	Brand / Stock Number of Item
ANSI Approved First Aid Kit - Class A, 25 person <b>Mfr. Model # H-6469</b>	Each	\$ 17.95	NSI # 30145
ANSI Approved First Aid Kit - Class B, 50 person <b>Mfr. Model # H-6470</b>	Each	\$ 64.75	NSI # 31937
Infrared Forehead Thermometer <b>Mfr. Model # H-8862</b>	Each	\$ 76.50	ULINE # H-8862
Emergency Shower / Eyewash Station <b>Mfr. Model # H-6697</b>	Each	\$ 1705.25	NSI # 1217
Portable Eyewash Station <b>Mfr. Model # H-5458</b>	Each	\$ 336.50	NSI # 23829
TOTAL		\$ 1,200.95	<i>[Signature]</i>

\*\*\*\*\**Price Schedule Section must be completely filled out in order to be considered*\*\*\*\*\*

26.12 Tab L -- Traffic Safety Equipment

Must be constructed of PVC and have a wide body. Color: High visibility day-flow orange. Must be 28 inches high. Must meet Manual on Uniformed Traffic Control Device System regulations. Traffic Safety Equipment as per specs or approved equal.

Description	UOM	Unit Price	Brand / Stock# of Item
Heavy Duty Reflective Traffic Cones - 28", Orange <b>Mfr. Model # S-216340</b>	Each	\$ 32.95	TSW #528-10-2
Reflective Traffic Cones - 18", Orange <b>Mfr. Model # S-147090</b>	Each	\$ 14.95	TSW #518-3-2
Traffic Cone Weight <b>Mfr. Model # H-9481</b>	Each	\$ 11.00	TSW #540-5
36" Inch Non Reflective Orange Vinyl Roll Up Sign <b>Mfr. Model # R36DI-NRO</b>	Each	\$ 56.00	TSW #R36DI
36" High Intensity Reflective Orange Roll Up Sign <b>Mfr. Model # R36DI-SBO</b>	Each	\$ 90.00	TSW #R36-SBO
48" Roll Up Vinyl Sign Reflective Orange <b>Mfr. Model # RUR48-200</b>	Each	\$ 120.00	TSW #R48-SBO
Compact Double Spring Roll-Up Sign Stand- Aluminum <b>Mfr. Model # SS340A</b>	Each	\$ 180.00	TSW #SS340A
TOTAL		\$ 504.90	<i>[Signature]</i>

\*\*\*\*\**Price Schedule Section must be completely filled out in order to be considered*\*\*\*\*\*

CITY OF LAREDO  
PURCHASING DIVISION

Owner/President Name: FERNANDO BALLESTEROS

Company Address: 1604 EAGLE TRACE DR.

City, State, Zip Code: LAREDO, TX. 78045

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: EAGLE Supply Co / FERNANDO BALLESTEROS

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**27.0 Required Format and Contents of Proposal Submission**

For a proposal to be considered it must contain the following information:

- Company Information Questionnaire**
- Signed Price Schedule**
- Conflict of Interest Questionnaire**
- Non-Collusive Affidavit**
- Discretionary Contract Disclosure**
- Certificate of Interested Parties**
- Form 1295**

CITY OF LAREDO  
PURCHASING DIVISION

28.0 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 Proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this proposal the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) EAGLE Supply Co

Signature [Signature] Date 3-9-2022  
of person authorized to sign proposal

Print Name FERNANDO BALLESTERO S  
of person authorized to sign proposal

Title: OWNER

Business Address: 1604 EAGLE TRACE DR

City, State, Zip Code: LAREDO, TX, 78045

Telephone Number (956) 645-4154 Fax Number: NA

Contact Person Email Address: fbcaste@eagle.com

Federal Tax ID Number: 3-20088-0852-2

Bidders Principal/Corporate Place of Business Address: 1604 EAGLE TRACE DR

Indicated Status of Business:

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship  Other: \_\_\_\_\_

If other state business status: \_\_\_\_\_

State how long under its present business name: 20 YRS

If applicable, list all other names under which the Business identified above operated in the last five years.  
No other NAMES

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  
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Has the business, or any officer or partner thereof, failed to complete a contract? Yes /  No

Is any litigation pending against the Business? Yes /  No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes /  No  
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes /  No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes /  No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes /  No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes /  No

Is the Business in arrears in any contract or debt? Yes /  No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes /  No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes /  No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes  No Disadvantaged Business Enterprise (DBE): Yes  No

Small Disadvantaged Business Enterprise (SDBC) Yes  No Other: Please specify \_\_\_\_\_

This company is not a certified minority business:

*The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company*

CITY OF LAREDO  
PURCHASING DIVISION

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**29.0 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](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

- 1. Mayor**
- 2. Council Members**
- 3. City Manager**
- 4. Members of the Fire Fighters and Police Officers Civil Service Commission.**
- 5. Members of the Planning and Zoning Commission.**
- 6. Members of the Board of Adjustments**
- 7. Members of the Building Standards Board**
- 8. Parks & Leisure Advisory Committee Member,**
- 9. Historic District Land Board Member,**
- 10. Ethics Commission Board Member,**
- 11. The Board of Commissioners of the Laredo Housing Authority**
- 12. The Executive Director of the Laredo Housing Authority**
- 13. Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

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HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006,  
LOCAL GOVERNMENT CODE EXISTS.

FERNANDO BA LLESTROS  
Name

[Signature]  
Signature

3-9-2022  
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.**

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire?  Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?  Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more?  Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



CITY OF LAREDO  
PURCHASING DIVISION

AFFIDAVIT

30.0

Project:

Form of Non-Collusive Affidavit

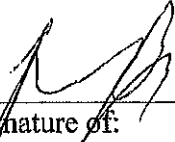
AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

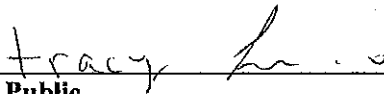
Being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_  
(a Partner or officer of the firm of, etc.)

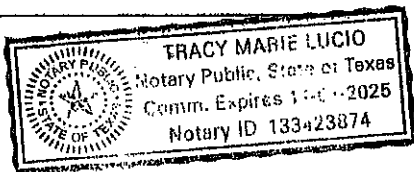
The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

  
\_\_\_\_\_  
Signature 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 07 day of 03 2008.

  
\_\_\_\_\_  
Notary Public

My commission expires:



31.0 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.**

First FERNANDO M.I. Last BALLESTANOS Suffix

**\*2. Contract Information.**

a) Contract or Project name(s): SAFETY Supplies - FY 22-045

b) Originating Department(s): CITY OF LAREDO

**\*3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

<u>Fernando Ballestanos</u> 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

CITY OF LAREDO  
PURCHASING DIVISION

by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*Acknowledgements**

**Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

**No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

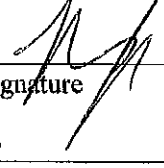
**\*Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

**\*Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

<u>FERNANDO BALLESTEROS</u>	<u></u>	<u>OWNER</u>
Name (Print)	Signature	Title
<u>EAGLE Supply Co</u>		<u>3-9-2022</u>
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

**CITY OF LAREDO  
PURCHASING DIVISION**

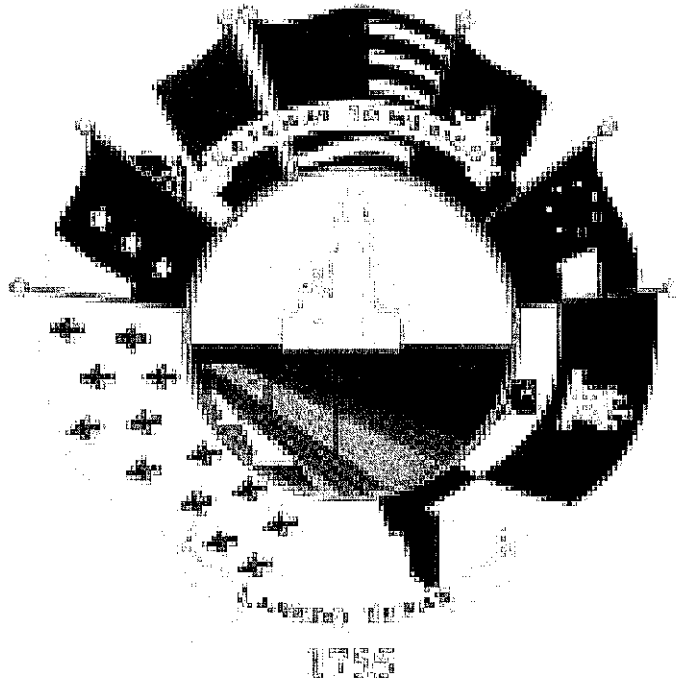
32.0 Form 1295

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
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.		<b>OFFICE USE ONLY</b>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> <i>EAGLE Supply Co 1604 EAGLE TRUCEDE WINDO TX 78045</i>			
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filled.</b> <i>CITY OF LAREDO</i>			
<b>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.</b> <i>FY22-045 - SAFETY SUPPLIES</i>			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<b>5 Check only if there is NO interested Party.</b> <input checked="" type="checkbox"/>			
<b>6 AFFIDAVIT</b> <span style="float: right;">I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.</span>			
AFFIX NOTARY STAMP / SEAL ABOVE		Signature of authorized agent of contracting business entity	
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.			
Signature of officer administering oath		Printed name of officer administering oath <span style="float: right;">Title of officer administering oath</span>	
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

Form provided by Texas Ethics Commission [www.ethics.state.tx.us](http://www.ethics.state.tx.us) Adopted 10/5/2015

**\*\*\*\*\*Does Not Need to be Notarized\*\*\*\*\***





## **FY22-045 Safety Supplies South Texas Specialties Supplier Response**

### **Event Information**

Number: FY22-045 Safety Supplies  
Title: FY22-045 Safety Supplies - City of Laredo  
Type: Request For Proposal  
Issue Date: 2/15/2022  
Deadline: 3/10/2022 05:00 PM (CT)  
Notes: MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with

the following:

- Name of Bid
- Name of Company submitting Bid

•Address of Company submitting Bid

1. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

### **Contact Information**

Contact: Enrique Aldape III  
Address: Purchasing Division  
Public Works Service Center  
5512 Thomas Avenue  
Laredo, TX 78041  
Phone: 956 (794) 1733  
Fax: 956 (790) 1805  
Email: [ealdape@ci.laredo.tx.us](mailto:ealdape@ci.laredo.tx.us)



## South Texas Specialties Information

Contact: Angelica Garza  
Address: 6408 crescent lp. Unit#1  
LAREDO  
laredo, TX 78041  
Phone: (956) 712-3750  
Fax: (956) 712-3750  
Toll Free: (956) 712-3750 x956  
Email: rodzjr@sbcglobal.net  
Web Address: <https://southtexasspecialties.com/>

By submitting your response, you certify that you are authorized to represent and bind your company.

Raymundo Rodriguez Jr.  
Signature

RODZJR@SBCGLOBAL.NET  
Email

Submitted at 3/10/2022 3:38:57 PM

## Supplier Note

All pricing is for the exact items requested. We offer a variety of different substitutions with same specifications for better pricing if requested. If you have any questions, please let us know. We will gladly do the best that we can.

## Response Attachments

### conflict of interest questionnaire.pdf

Conflict of Interest Questionnaire

### FORM 1295 AND AFFIDAVIT.pdf

FORM 1295 & AFFIDAVIT SIGNED

### CONTRACTOR'S PROFILE & QUALIFICATIONS.pdf

CONTRACTORS PROFILE & QUALIFICATIONS 21.0-25.0

## Bid Attributes

<b>1</b>	<b>Questionnaire Description</b> "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".
<b>2</b>	<b>Name of Offeror (Business) and Name &amp; Phone Number of Authorized Person to sign bid</b> SOUTH TEXAS SPECIALTIES / RAYMUNDO RODRIGUEZ JR (956) 712-3750
<b>3</b>	<b>State how long under has the business been in its present business name</b> we have been established since 2008

**4 If applicable, list all other names under which the Business identified above operated in the last five years**

STS  
DBA RAYMUNDO RODRIGUEZ JR

**5 State if the Company is a certified minority business enterprise**

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

**6 Questions Part 1**

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

NO TO ALL

**7 Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

NO

**8 State if the Company is a certified minority business enterprise**

Historically Underutilized Business (HUB)

**9 Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm). The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

**10** **Conflict of Interest Questionnaire Form CIQ**  
For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**11** **Conflict of Interest Questionnaire**  
Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

**12** **Disclosure Form**  
For details on use of this form, see Section 4.01 of the City's Ethics Code.

**13** **This is a**

**14** **Question 1. Name of person submitting this disclosure form**  
Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

**15** **Question 2. Contract Information**  
Please include the following: a)Contract or Project Name b)Originating Department

**16** **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

**17** **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

**18** **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**  
If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

**19** **Question 5. List any individuals or entities that will be subcontractors on this contract**

<b>20</b>	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <input type="text" value="No response"/>
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<b>21</b>	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> <input type="text" value="Not Applicable"/>
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<b>22</b>	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. <input type="text" value="No response"/>
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<b>23</b>	<b>Question 7. Disclosure of political contributions</b> 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/officer of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) <input type="text" value="Not Applicable"/>
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<b>24</b>	<b>Question 7. Disclosure of political contributions</b> If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. <input type="text" value="No response"/>
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<b>25</b>	<b>Updates on contributions required</b> Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
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<b>26</b>	<b>Question 8. Disclosure of Conflict of Interest</b> Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? <input type="text" value="I am not aware of any conflict of interest"/>
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<b>27</b>	<b>8. Disclosure of Conflict of Interest</b> If you selected I am aware of conflict of interest is question 8, please list them in this section. <input type="text" value="No response"/>
-----------	---

<b>28</b>	<p><b>Question 9. Updates Required</b></p> <p>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.</p> <p><input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>	
<b>29</b>	<p><b>Question 10. No Contract with City Officials or Staff during Contract Evaluation</b></p> <p>I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.</p> <p><input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>	
<b>30</b>	<p><b>Question 11. Conflict of Interest Questionnaire (CIQ)</b></p> <p>Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.</p> <p><input checked="" type="checkbox"/> I have acknowledge that I have been advised (I have acknowledge that I have been advised)</p>	
<b>31</b>	<p><b>Question 11. Oath</b></p> <p>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td> 1.) RAYMUNDO RODRIGUEZ JR.  2.) OWNER  3.) SOUTH TEXAS SPECIALTIES  4.) 3/10/2022 </td> </tr> </table>	1.) RAYMUNDO RODRIGUEZ JR. 2.) OWNER 3.) SOUTH TEXAS SPECIALTIES 4.) 3/10/2022
1.) RAYMUNDO RODRIGUEZ JR. 2.) OWNER 3.) SOUTH TEXAS SPECIALTIES 4.) 3/10/2022		
<b>32</b>	<p><b>Question 12. Oath</b></p> <p>I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.</p> <p><input checked="" type="checkbox"/> I swear or affirm information is correct (I swear or affirm information is correct)</p>	
<b>33</b>	<p><b>Company Information Questionnaire</b></p> <p><input checked="" type="checkbox"/> I have completed this section (I have completed this section)</p>	
<b>34</b>	<p><b>Conflict of Interest Questionnaire</b></p> <p><input checked="" type="checkbox"/> I have completed this section (I have completed this section)</p>	
<b>35</b>	<p><b>Non-Collusive Affidavit</b></p> <p><input checked="" type="checkbox"/> I have completed and included this form (I have completed and included this form)</p>	
<b>36</b>	<p><b>Discretionary Contracts Disclosure</b></p> <p><input checked="" type="checkbox"/> I have completed this section (I have completed this section)</p>	

**3**  
**7** **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**  
**8** **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

**3**  
**9** **Terms and Conditions Request for Proposals**

**TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

**GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to

the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1.0 PREPARATION OF PROPOSALS** Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

**2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS** It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

**3.0 SUBMISSION OF PROPOSALS**

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

**Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.**

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

**4.0 REJECTION OF PROPOSALS** The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

**5.0 WITHDRAWAL OF PROPOSALS** Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE PROPOSALS OR MODIFICATIONS** Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

**7.0 CLARIFICATION AND PROTEST PROCEDURE**

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041

[mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us) Any vendor submitting questions shall make reference to a specific RFP number,

section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us) Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

#### **8.0 VENDOR DISCOUNTS**

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

#### **9.0 INTENT OF CONTRACT**

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

**10.0 AWARD OF CONTRACT** The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. **This contract will be awarded to the four highest scoring proposals.**

Definition of best value criteria as per The Institute for Public Procurement is:

***"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."***

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.



### 11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.  
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.  
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

### 4 0 Disqualification & Debarment Certification

**DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions (I certify to the terms and conditions)

**4** **Section I: Contractor's Profile & Qualifications (20 Points)**

**1** **Section I: Contractor's Profile & Qualifications (20 Points)**

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

\*\*\*\*\*Documentation can be uploaded on to Cit-E-Bid\*\*\*\*\*

Provide an overview of your company (years in service, number of employees, etc.).

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List of specialized equipment (delivery trucks, etc.. which will be used to comply with this contract obligation).

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Yes (Yes )

**4** **Section II: The bidder's past relationship with the City of Laredo – (20 Points)**

**2** **Section II: The bidder's past relationship with the City of Laredo – (20 Points)**

\*\*\*\*\*Documentation can be uploaded on to Cit-E-Bid\*\*\*\*\*

Prior Contracts: List name, company, phone#, years of contract, and contact email.

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Yes (Yes )

**4** **Section III: Cooperative Contracts – (10 Points)**

**3** **Section III Cooperative Contracts: List any cooperative contracts such as State of Texas Cooperative Purchasing Program, Houston Galveston Area of Council (HGAC), BuyBoard, Texas Cooperative Purchasing Network (TCPN), and US Communities - sponsored by the National Institute of Governmental Purchasing (NIGP), National League of Cities (NLC), United States Conference of Mayors (USCM).**

\*\*\*\*\*Documentation can be uploaded on to Cit-E-Bid\*\*\*\*\*

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Yes (Yes )

**Bid Lines**

**1 Package Header**

**Section IV: Discount (50 Points):** An evaluation of the pricing to the City of Laredo. Bid pricing shall be a cost plus format. The City requests that the personnel assigned for this contract be paid the wages indicated, by the successful contractor.

Quantity:   1   UOM: EA

**Package Items**

**1.1 Cost Plus percentage**

Quantity:   1   UOM: EA Total:

**1.2 Discount from list (percentage)**

Quantity:   1   UOM: EA Total:

**2 Package Header**

**Section V: Pricing (10 Points):** An evaluation of the pricing to the City of Laredo. The City's net price shall be F.O.B City of Laredo facilities, freight pre-paid. Provide proposed pricing for all the commodities listed.

**\*\*Shall be used for evaluation and scoring purposes only.\*\***

Quantity:   1   UOM: EA Total:

Supplier Notes:

**Package Items**

**2.1 Disposable Nitrile Gloves**

Mfr#: S-15639

100 Per Box (S,M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

**2.2 Industrial Nitrile Gloves W/ Extended Cuff**

Mfr#: S-14181

50 Per Box (S,M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

**2.3 Exam Grade Latex Gloves**

Mfr#: S-9642

100 Per Box (S,M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

**2.4 Micro-Foam Nitrile Coated Gloves**

Mfr#: S-21083

12 Per Box (S,M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

**2.5 Thermal Latex Coated Gloves**

Mfr#: S-19884

12 Per Box (S,M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

**2.6 Class 3 Hi-Vis Lightweight Rainwear Pants**

Mfr#: S-22970

(M, L, XL, 2XL)

Quantity:   1   UOM: Each Price:  Total:

**2.7 Class 3 Hi-Vis Lightweight Rainwear Pants**

Mfr#: S-22971

(M, L, XL, 2XL)

Quantity:   1   UOM: Each Price:  Total:

**2.8 Class 3 Hi-Vis Rainwear Heavy Duty Jacket**

Mfr#: S-19979

(L, XL, 2XL)

Quantity:   1   UOM: Each Price:  Total:

**2.9 Class 3 Hi-Vis Rainwear Overalls**

Mfr#: S-19980

(L, XL, 2XL)

Quantity:   1   UOM: Each Price:  Total:

**2.10 Cowhide Gloves**

Mfr#: S-6777

36 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

**2.11 Leather Palm Safety Cuff Gloves**

Mfr#: S-21620

12 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

**2.12 Industrial Leather Palm Safety Cuff Gloves**

Mfr#: S-16907

12 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

**2.13 Double Palm Leather Gloves**

Mfr#: S-11431

12 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

**2.14 Leather Palm Gloves**

Mfr#: S-17495

36 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

**2.15 MIG Welding Gloves**

Mfr#: S-20850

6 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

**2.16 TIG Welding Gloves**

Mfr#: S-20851

6 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

**2.17 Stick Welding Gloves**

Mfr#: S-9741

6 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

**2.18 Safety Glasses - Smoke Lens**

Mfr#: S-19258SM

6 Per Box

Quantity:   1   UOM: Box Price:  Total:

**2.19 Safety Glasses - Clear Lens**

Mfr#: S-20705C

6 Per Box

Quantity:   1   UOM: Box Price:  Total:

**2.20 Safety Glasses – Smoke**

Mfr#: S-19894SM

6 Per Box

Quantity:   1   UOM: Box Price:  Total:

**2.21 Safety Glasses – Clear**

Mfr#: S-19894C

6 Per Box

Quantity:   1   UOM: Box Price:  Total:

**2.22 Safety Goggles**

Mfr#: S-7023

10 Per Box

Quantity:   1   UOM: Box Price:  Total:

**2.23 Disposable Face Shield**

Mfr#: S-23868

25 Per Box

Quantity:   1   UOM: Box Price:  Total:

**2.24 Workwear Class 2 Mesh 2-Tone Reflective Hi-Vis Traffic Safety Vest (Lime Green)**

Mfr#: 1287-LZ

(M,L,XL,2XL,3XL

Quantity:   1   UOM: Each Price:  Total:

**2.25 Workwear Class 2 Breakaway Mesh Reflective Hi-Vis Traffic Safety Vest (Orange)**

Mfr#: 1287BRK-O

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

**2.26 Class 3 Hi-Vis Bomber Jacket (Lime Green)**

Mfr#: S-21675

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

**2.27 Class 3 High Visibility Safety Vest (Lime Green)**

Mfr#: V3001

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

**2.28 Two Tone Surveyor Class 2 Safety Vest Hi-Vis Lime (Lime Green)**

Mfr#: SV6G

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

**2.29 Class 2 Hi-Vis Safety Vest, 2" Reflective Strips, Solid, Lime**

Mfr#: WR695309

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

**2.30 Type R Class 2 Dual Sized Value Zipper Safety Vest - Yellow/Lime**

Mfr#: 302-V100LY

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

**2.31 Economy Type R Class 3 Single Pocket Contrasting Mesh Safety Vest - Yellow/Lime**

Mfr#: KISH-1565

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

**2.32** Tingley 31151 15" General Purpose PVC Work Boots

Mfr#: 31151-8

(1 Pair)

Quantity:   1   UOM:   Pair   Price:  Total:

**2.33** Servus Safety Knee Boot w/Steel Toe, Black

Mfr#: SVS 1882111

(1 Pair)

Quantity:   1   UOM:   Pair   Price:  Total:

**2.34** Rubber Boot, Men's, Knee, Plain Toe Type, PVC, Black,

Mfr#: 31151

(1 Pair)

Quantity:   1   UOM:   Pair   Price:  Total:

**2.35** Rubber Boot, Unisex, Mid-Calf, Plain Toe Type, PVC, Black

Mfr#: 29UT85

(1 Pair)

Quantity:   1   UOM:   Pair   Price:  Total:

**2.36** Rubber Boot, Men's, Mid-Calf, Plain Toe Type, EVA, Rubber, Black

Mfr#: 885999105031

(1 Pair)

Quantity:   1   UOM:   Pair   Price:  Total:

**2.37** Rubber Boot, Men's, 10, Mid-Calf, Steel Toe Type, Rubber, Black

Mfr#: 228040

(1 Pair)

Quantity:   1   UOM:   Pair   Price:  Total:

**2.38** Front Brim, Hard Hat, Type 1, Class E ANSI Classification, V-Gard Small

Mfr#: 466354

Quantity:   1   UOM:   Each   Price:  Total:

**2.39** Hard Hat, Front Brim, Type 1, Class E, Pinlock, Yellow

Mfr#: WRB2399056

Quantity:   1   UOM:   Each   Price:  Total:



**2.40** Front Brim, Hard Hat, Type 1, Class C ANSI Classification, H-700, Ratchet

Mfr#: H-701V

Quantity:   1   UOM: Each Price:  Total:

**2.41** Front Brim, Hard Hat, Type 2, Class E ANSI Classification, Matterhorn A89, Ratchet

Mfr#: A89R010000

Quantity:   1   UOM: Each Price:  Total:

**2.42** OccuNomix Vulcan Cowboy Hard Hat with Ratchet Suspension, White.

Mfr#: WRB605528

Quantity:   1   UOM: Each Price:  Total:

**2.43** Disposable Respirator, S, NIOSH Rating N95, ASTM Splash Rating Level 1

Mfr.: # 1804S

Package/50

Quantity:   1   UOM: Package Price:  Total:

**2.44** Disposable Respirator, Universal, NIOSH Rating N95

Mfr.: # DC300N95

Package/20

Quantity:   1   UOM: Package Price:  Total:

**2.45** Disposable Respirator, Universal, NIOSH Rating N95

Mfr.: # 8511

Package/10

Quantity:   1   UOM: Package Price:  Total:

**2.46** Disposable Respirator, M, NIOSH Rating N95, Nuisance Acid Gas

Mfr.: # 2500N95

Package/10

Quantity:   1   UOM: Package Price:  Total:

**2.47** ACI N95 Surgical Respirator (Duckbill)

NIOSH Certification: TC84A-9318

Package/50

Quantity:   1   UOM: Package Price:  Total:

**2.48** Splash Shield Replacement Frames: Hook-and-Loop, Polyester, Clear

Mfr.: # SSRF002522

Package/20

Quantity:   1   UOM: Package Price:  Total:

**2.49** Disposable Face Shield Assembly: Hook-and-Loop, Polyester, Anti-Fog, Clear

Mfr.: # 2802

Package/100

Quantity:   1   UOM: Package Price:  Total:

**2.50** Face Shield: Elastic Band, Polyester, Clear

Mfr.: # IDC/F-100

Package/100

Quantity:   1   UOM: Package Price:  Total:

**2.51** Disposable Face Shield Assembly: Hook-and-Loop, Polyester, Anti-Fog, Clear

Mfr.: # LHB642

Package/50

Quantity:   1   UOM: Package Price:  Total:

**2.52** Sports Drink Mix, Powder Concentrate, Regular

Mfr.: # 03944

Package/32

Quantity:   1   UOM: Package Price:  Total:

**2.53** Sports Drink Mix, Liquid Concentrate, Regular

Mfr.: # 33305

1 Gallon

Quantity:   1   UOM: Gallon Price:  Total:

**2.54** Sqwincher PowderPack Professional Grade Hydration Electrolyte Replenishment Drink Mix, Assorted Flavors, 9.53 oz

Mfr.: # X384-MC600-BX20

Package/20

Quantity:   1   UOM: Package Price:  Total:

**2.55 Qwik Stik(TM) Sugar Free Drink Mix Powder 0.6 oz., Mixed Berry**

Mfr.: # 159060201

Package/500

Quantity:   1   UOM: Package Price:  Total:

**2.56 Bottled Water, Pallet 84 Cases, 16.9 oz**

Mfr.: # PRL24NIA05L

Pallet/84 Cases (24 Per Case)

Quantity:   1   UOM: Pallet Price:  Total:

**2.57 Portable Open Flame Gas Heater, Natural Gas, Propane, 250,000 BtuH, 400,000 BtuH**

Mfr. Model # CH400

Quantity:   1   UOM: Each Price:  Total:

**2.58 Portable Gas Torpedo Heater, Natural Gas, Propane, 750,000 BtuH, Heating Area 37,000 sq ft**

Mfr. Model #1800B

Quantity:   1   UOM: Each Price:  Total:

**2.59 Hazardous Location, Portable Evaporative Cooler, 36 in Blade Diameter**

Mfr. Model # PACHZ260DAZ

Quantity:   1   UOM: Each Price:  Total:

**2.60 Hazardous Location, Portable Evaporative Cooler, 48 in Blade Diameter**

Mfr. Model # PACHZ270DAZ

Quantity:   1   UOM: Each Price:  Total:

**2.61 ANSI Approved First Aid Kit - Class A, 25 person**

Mfr. Model # H-6469

Quantity:   1   UOM: Each Price:  Total:

**2.62 ANSI Approved First Aid Kit - Class B, 50 person**

Mfr. Model # H-6470

Quantity:   1   UOM: Each Price:  Total:

**2.63 Infrared Forehead Thermometer**

Mfr. Model # H-8862

Quantity:   1   UOM: Each Price:  Total:

**2.64 Emergency Shower / Eyewash Station**

Mfr. Model # H-6697

Quantity:   1   UOM: Each Price:  Total:

**2.65 Portable Eyewash Station**

Mfr. Model # H-5458

Quantity:   1   UOM: Each Price:  Total:

**2.66 Heavy Duty Reflective Traffic Cones - 28", Orange**

Mfr. Model # S-216340

Quantity:   1   UOM: Each Price:  Total:

**2.67 Reflective Traffic Cones - 18", Orange**

Mfr. Model # S-147090

Quantity:   1   UOM: Each Price:  Total:

**2.68 Traffic Cone Weight**

Mfr. Model # H-9481

Quantity:   1   UOM: Each Price:  Total:

**2.69 36" Inch Non Reflective Orange Vinyl Roll Up Sign**

Mfr. Model #R36DI-NRO

Quantity:   1   UOM: Each Price:  Total:

**2.70 36" High Intensity Reflective Orange Roll Up Sign**

Mfr. Model # R36DI-SBO

Quantity:   1   UOM: Each Price:  Total:

**2.71 48" Roll Up Vinyl Sign Reflective Orange**

Mfr. Model # RUR48-200

Quantity:   1   UOM: Each Price:  Total:

**2.72 Compact Double Spring Roll-Up Sign Stand- Aluminum**

Mfr. Model # SS340A

Quantity:   1   UOM: Each Price:  Total:

**Response Total: \$26,096.24**

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*  
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

South Texas Specialties

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

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 Raymundo Rodriguez  
Signature of vendor doing business with the governmental entity

3/10/22  
Date

CITY OF LAREDO  
PURCHASING DIVISION

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**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.

South Texas Specialties

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

N/A

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.

N/A

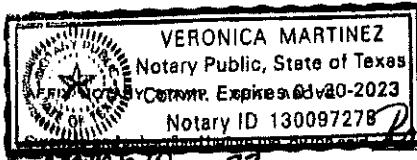
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

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.



*Raymundo Rodriguez Jr*  
Signature of authorized agent of contracting business entity

*Raymundo Rodriguez Jr*, this the 10<sup>th</sup> day of March, 20 22, to certify which, witness my hand and seal of office.

*[Signature]*  
Signature of officer administering oath

Veronica Martinez  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY



CITY OF LAREDO  
PURCHASING DIVISION

AFFIDAVIT

**Project:**

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Raymundo Rodriguez, Jr.  
Being first duly sworn, deposes and says:

That he/she is South Texas Specialties  
(a Partner or officer of the firm of, etc.)

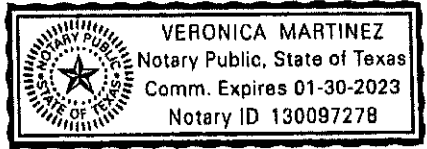
The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly 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.

Raymundo Rodriguez, Jr.  
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 10<sup>th</sup> day of March 20 22.

[Signature]  
Notary Public

My commission expires:  
1/30/2023



**CITY OF LAREDO  
PURCHASING DIVISION**

70	Good to Average	
80	Good	Exceeds minimum criteria.
90	Very Good	Provides benefits to the entity in addition to all required criteria.
100	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
I	Contractor's Profile & Qualifications (21.0)	20	70%	14.00
II	The bidder's past relationship with the City of Laredo – Prior Contracts (22.0)	10	80%	8.00
III	Cooperative Contract (23.0)	10	80%	8.00
IV	Discount (25.0)	50	90%	45.00
V	Pricing (26.0)	10	100%	10.00
<b>Total Score</b>				<b>85.00</b>

20.1 Ordinance 2018-O-175

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for Proposals for contracts will be evaluated with a 5% preference for local vendors.

21.0 **Section I: Contractor's Profile & Qualifications (20 Points)**

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

\*\*\*\*\*Documentation can be uploaded on to Cit-E-Bid\*\*\*\*\*

21.1 Provide an overview of your company (years in service, number of employees, etc.).

We have been a company since 2008. We currently have a total of 10 employees. 6 work in our office, 3 drivers, and 1 who currently takes care of any material that needs to be pulled with the help of others.

21.2 List of specialized equipment (delivery trucks, etc.. which will be used to comply with this contract obligation).

Our drivers can deliver any where that is necessary upon request and availability.

**CITY OF LAREDO  
PURCHASING DIVISION**

**22.0 Section II: The bidder's past relationship with the City of Laredo - (10 Points)**

\*\*\*\*\*Documentation can be uploaded on to Cit-E-Bid\*\*\*\*\*

Prior Contracts: List name, company, phone#, years of contract, and contact email.

\* City of Laredo Bid FY17-024 2017 - Current

\* USD Bid RFP 2020-042 Safety Supplies (Equip.)

**23.0 Section III Cooperative Contracts:** List any cooperative contracts such as State of Texas Cooperative Purchasing Program, Houston Galveston Area of Council (HGAC), BuyBoard, Texas Cooperative Purchasing Network (TCPN), and US Communities - sponsored by the National Institute of Governmental Purchasing (NIGP), National League of Cities (NLC), United States Conference of Mayors (USCM).

We are currently registered with Buyboard & use Cit-E-Bid with Webb county, USD, & the City of Laredo.

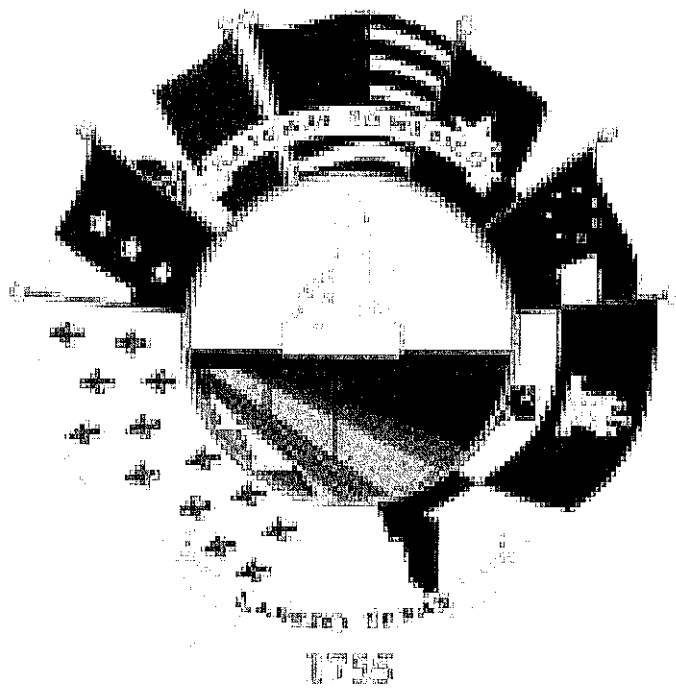
**24.0 Price Schedule**

An evaluation of the pricing to the City of Laredo - Total Weighted Evaluation Score 60 Points (Discount 50 Points and Pricing 10 Points)

**25.0 Section IV: Discount (50 Points):** An evaluation of the discount to the City of Laredo. Proposal pricing shall be a cost-plus format. The City requests that the personnel assigned for this contract be paid the wages indicated, by the successful contractor.

<i>List Proposed Format</i>		
Fixed Price Schedule		
Cost Plus percentage	%	
Discount from List (percentage)	%	
Medium provided: (electronic, internet, etc.)		
Catalogue:		





## **FY22-045 Safety Supplies Dooley Tackaberry, Inc Supplier Response**

### **Event Information**

Number: FY22-045 Safety Supplies  
Title: FY22-045 Safety Supplies - City of Laredo  
Type: Request For Proposal  
Issue Date: 2/15/2022  
Deadline: 3/10/2022 05:00 PM (CT)  
Notes: MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with

the following:

- Name of Bid
- Name of Company submitting Bid

•Address of Company submitting Bid

1.Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2.If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

### **Contact Information**

Contact: Enrique Aldape III  
Address: Purchasing Division  
Public Works Service Center  
5512 Thomas Avenue  
Laredo, TX 78041  
Phone: 956 (794) 1733  
Fax: 956 (790) 1805  
Email: ealdape@ci.laredo.tx.us

## **Dooley Tackaberry, Inc Information**

Address: 1515 W. 13th Street  
Deer Park, TX 77536  
Phone: (281) 479-9700  
Fax: (281) 479-6321  
Toll Free: (800) 282-4365  
Web Address: [www.safetyfire.com](http://www.safetyfire.com)

By submitting your response, you certify that you are authorized to represent and bind your company.

Sarah Pulley

*Signature*

Submitted at 3/10/2022 4:27:56 PM

[spulley@safetyfire.com](mailto:spulley@safetyfire.com)

*Email*

## **Response Attachments**

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### **15.0 Delivery Pg 8 of 31.pdf**

Delivery Pg. 8 of 31

### **21.0 Company overview Pg 11 of 31.pdf**

Company Overview Pg 11 of 31

### **22.0 Bidder Past Relationship Pg 12 of 31.pdf**

Bidder Past Relationship Pg 12 of 31

### **Instructions to Bidder Form Pg 20 of 31.pdf**

Instructions to Bidder Pg 20 of 31

### **Bidder Information Questionnaire Pg 21 of 31.pdf**

Bidder Information Questionnaire Pg 21 of 31

### **Bidder Information Questionnaire Pg 22 of 31.pdf**

Bidder Information Questionnaire Pg 22 of 31

### **Form CIQ Pg 24 of 31.pdf**

Form CIQ Pg 24 of 31

### **Discretionary Contracts Disclosure Pg 26 of 31.pdf**

Discretionary Contracts Disclosure Pg 26 of 31

### **Discretionary Contracts Disclosure Pg 27 of 31.pdf**

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### **Acknowledgments Pg 28 of 31.pdf**

Acknowledgments Pg 28 of 31

### **Form 1295 Pg 29 of 31.pdf**

Form 1295 Pg 29 of 31

### **Non Collusive Form.pdf**

Non Collusive Form

## Bid Attributes

<b>1</b>	<b>Questionnaire Description</b> "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".
<b>2</b>	<b>Name of Offeror (Business) and Name &amp; Phone Number of Authorized Person to sign bid</b> Dooley Tackaberry, Inc. Sarah Pulley 713-427-3160
<b>3</b>	<b>State how long under has the business been in its present business name</b> 35 years
<b>4</b>	<b>If applicable, list all other names under which the Business identified above operated in the last five years</b> N/A
<b>5</b>	<b>State if the Company is a certified minority business enterprise</b> 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.
<b>6</b>	<b>Questions Part 1</b> 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? 1. NO 2. NO 3. No 4. No 5. No
<b>7</b>	<b>Questions Part 2</b> 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? 1. No 2. No 3. No
<b>8</b>	<b>State if the Company is a certified minority business enterprise</b> This company is not a certified minority business



**9 Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <http://www.ethics.state.tx.us/whatsnew/conflict forms.htm>. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

**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 Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

**1 Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

**1 This is a**

New Submission

**1 Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Sarah J Pulley

**1 Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

FY22-045

**1 Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Dooley Tackaberry, Inc.

<b>1 7</b>	<b>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.</b> <input type="text" value="Not Applicable"/>
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<b>1 8</b>	<b>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</b> If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. <input type="text" value="No response"/>
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<b>1 9</b>	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> <input type="text" value="Not Applicable"/>
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<b>2 0</b>	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <input type="text" value="No response"/>
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<b>2 1</b>	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> <input type="text" value="Not Applicable"/>
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<b>2 2</b>	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. <input type="text" value="No response"/>
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<b>2 3</b>	<b>Question 7. Disclosure of political contributions</b> List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) <input type="text" value="Not Applicable"/>
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<b>2 4</b>	<b>Question 7. Disclosure of political contributions</b> If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. <input type="text" value="No response"/>
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<b>2 5</b>	<b>Updates on contributions required</b> Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
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<b>2 6</b>	<b>Question 8. Disclosure of Conflict of Interest</b> Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? <input type="text" value="I am not aware of any conflict of interest"/>
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<b>2 7</b>	<b>8. Disclosure of Conflict of Interest</b> If you selected I am aware of conflict of interest in question 8, please list them in this section. <input type="text" value="No response"/>
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<b>2 8</b>	<b>Question 9. Updates Required</b> I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. <input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)
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<b>2 9</b>	<b>Question 10. No Contract with City Officials or Staff during Contract Evaluation</b> 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. <input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)
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<b>3 0</b>	<b>Question 11. Conflict of Interest Questionnaire (CIQ)</b> 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. <input checked="" type="checkbox"/> I have acknowledge that I have been advised (I have acknowledge that I have been advised)
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<b>3 1</b>	<b>Question 11. Oath</b> Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <input type="text" value="Sarah Pulley&lt;br/&gt;Customer Service/Inside Sales&lt;br/&gt;Dooley Tackaberry, Inc.&lt;br/&gt;03/10/2022"/>
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<b>3 2</b>	<b>Question 12. Oath</b> 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. <input checked="" type="checkbox"/> I swear or affirm information is correct (I swear or affirm information is correct)
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<b>3 3</b>	<b>Company Information Questionnaire</b> <input checked="" type="checkbox"/> I have completed this section (I have completed this section)
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<b>3 4</b>	<b>Conflict of Interest Questionnaire</b> <input checked="" type="checkbox"/> I have completed this section (I have completed this section)
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<b>3 5</b>	<b>Non-Collusive Affidavit</b> <input checked="" type="checkbox"/> I have completed and included this form (I have completed and included this form)
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<b>3 6</b>	<b>Discretionary Contracts Disclosure</b> <input checked="" type="checkbox"/> I have completed this section (I have completed this section)
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<b>3 7</b>	<b>Certificate of Interested Parties (Form 1295)</b> <p>In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <a href="https://www.ethics.state.tx.us/tec/1295-Info.htm">https://www.ethics.state.tx.us/tec/1295-Info.htm</a>. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.</p> <input checked="" type="checkbox"/> I will comply with this form (I will comply with this form)
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<b>3 8</b>	<b>Ordinance 2018-O-175</b> <p>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.</p> <div style="border: 1px solid black; padding: 2px;"><i>No response</i></div>
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<b>3 9</b>	<b>Terms and Conditions Request for Proposals</b> <b>TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS</b> These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents. <b>GENERAL CONDITIONS</b> Vendors are required to submit Proposals upon the following expressed conditions:
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(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1.0 PREPARATION OF PROPOSALS** Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

**2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS** It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

### **3.0 SUBMISSION OF PROPOSALS**

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

**Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.**

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

**4.0 REJECTION OF PROPOSALS** The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

**5.0 WITHDRAWAL OF PROPOSALS** Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE PROPOSALS OR MODIFICATIONS** Proposals and modifications received after the time set for the

submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

#### **7.0 CLARIFICATION AND PROTEST PROCEDURE**

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041

[mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us) Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us) Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

#### **8.0 VENDOR DISCOUNTS**

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

#### **9.0 INTENT OF CONTRACT**

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

**10.0 AWARD OF CONTRACT** The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. **This contract will be awarded to the four highest scoring proposals.**

Definition of best value criteria as per The Institute for Public Procurement is:

**"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."**

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be

set forth in the purchase order and/or formal contract agreement when applicable. The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

**11.0 PAYMENT & INVOICING**

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.  
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.  
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

**4 0 Disqualification & Debarment Certification**

**DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions (I certify to the terms and conditions)

**4**  
**1** **Section I: Contractor's Profile & Qualifications (20 Points)**

**Section I: Contractor's Profile & Qualifications (20 Points)**

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

\*\*\*\*\***Documentation can be uploaded on to Cit-E-Bid**\*\*\*\*\*

Provide an overview of your company (years in service, number of employees, etc.).

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List of specialized equipment (delivery trucks, etc.. which will be used to comply with this contract obligation).

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Yes (Yes )

**4**  
**2** **Section II: The bidder's past relationship with the City of Laredo – (20 Points)**

**Section II: The bidder's past relationship with the City of Laredo – (20 Points)**

\*\*\*\*\***Documentation can be uploaded on to Cit-E-Bid**\*\*\*\*\*

Prior Contracts: List name, company, phone#, years of contract, and contact email.

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Yes (Yes )

**4**  
**3** **Section III: Cooperative Contracts – (10 Points)**

**Section III Cooperative Contracts: List any cooperative contracts such as State of Texas Cooperative Purchasing Program, Houston Galveston Area of Council (HGAC), BuyBoard, Texas Cooperative Purchasing Network (TCPN), and US Communities - sponsored by the National Institute of Governmental Purchasing (NIGP), National League of Cities (NLC), United States Conference of Mayors (USCM).**

\*\*\*\*\***Documentation can be uploaded on to Cit-E-Bid**\*\*\*\*\*

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Yes (Yes )

**Bid Lines**



**1 Package Header**

**Section IV: Discount (50 Points):** An evaluation of the pricing to the City of Laredo. Bid pricing shall be a cost plus format. The City requests that the personnel assigned for this contract be paid the wages indicated, by the successful contractor.

Quantity:   1   UOM: EA

**Package Items**

**1.1 Cost Plus percentage**

Quantity:   1   UOM: EA Total:

**1.2 Discount from list (percentage)**

Quantity:   1   UOM: EA Total:

**2 Package Header**

**Section V: Pricing (10 Points):** An evaluation of the pricing to the City of Laredo. The City's net price shall be F.O.B City of Laredo facilities, freight pre-paid. Provide proposed pricing for all the commodities listed.

**\*\*Shall be used for evaluation and scoring purposes only.\*\***

Quantity:   1   UOM: EA Total:

**Package Items**

**2.1 Disposable Nitrile Gloves**

Mfr#: S-15639

100 Per Box (S,M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.2 Industrial Nitrile Gloves W/ Extended Cuff**

Mfr#: S-14181

50 Per Box (S,M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.3 Exam Grade Latex Gloves**

Mfr#: S-9642

100 Per Box (S,M,L,XL)

Quantity:   1   UOM:   Box   Price:  Total:

Supplier Notes:

**2.4 Micro-Foam Nitrile Coated Gloves**

Mfr#: S-21083

12 Per Box (S,M,L,XL)

Quantity:   1   UOM:   Box   Price:  Total:

Supplier Notes:

**2.5 Thermal Latex Coated Gloves**

Mfr#: S-19884

12 Per Box (S,M,L,XL)

Quantity:   1   UOM:   Box   Price:  Total:

Supplier Notes:

**2.6 Class 3 Hi-Vis Lightweight Rainwear Pants**

Mfr#: S-22970

(M, L, XL, 2XL)

Quantity:   1   UOM:   Each   Price:  Total:

Supplier Notes:

**2.7 Class 3 Hi-Vis Lightweight Rainwear Pants**

Mfr#: S-22971

(M, L, XL, 2XL)

Quantity:   1   UOM:   Each   Price:  Total:

Supplier Notes:

**2.8 Class 3 Hi-Vis Rainwear Heavy Duty Jacket**

Mfr#: S-19979

(L, XL, 2XL)

Quantity:   1   UOM:   Each   Price:  Total:

Supplier Notes:

**2.9 Class 3 Hi-Vis Rainwear Overalls**

Mfr#: S-19980

(L, XL, 2XL)

Quantity:   1   UOM: Each Price:  Total:

Supplier Notes:

**2.10 Cowhide Gloves**

Mfr#: S-6777

36 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.11 Leather Palm Safety Cuff Gloves**

Mfr#: S-21620

12 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.12 Industrial Leather Palm Safety Cuff Gloves**

Mfr#: S-16907

12 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.13 Double Palm Leather Gloves**

Mfr#: S-11431

12 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.14 Leather Palm Gloves**

Mfr#: S-17495

36 Per Box (M,L,XL)

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.15 MIG Welding Gloves**

Mfr#: S-20850

6 Per Box (M,L,XL)

Quantity:   1   UOM:   Box   Price:  Total:

Supplier Notes:

**2.16 TIG Welding Gloves**

Mfr#: S-20851

6 Per Box (M,L,XL)

Quantity:   1   UOM:   Box   Price:  Total:

Supplier Notes:

**2.17 Stick Welding Gloves**

Mfr#: S-9741

6 Per Box (M,L,XL)

Quantity:   1   UOM:   Box   Price:  Total:

Supplier Notes:

**2.18 Safety Glasses - Smoke Lens**

Mfr#: S-19258SM

6 Per Box

Quantity:   1   UOM:   Box   Price:  Total:

Supplier Notes:

**2.19 Safety Glasses - Clear Lens**

Mfr#: S-20705C

6 Per Box

Quantity:   1   UOM:   Box   Price:  Total:

Supplier Notes:

**2.20 Safety Glasses – Smoke**

Mfr#: S-19894SM

6 Per Box

Quantity:   1   UOM:   Box   Price:  Total:

Supplier Notes:

**2.21 Safety Glasses – Clear**

Mfr#: S-19894C

6 Per Box

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.22 Safety Goggles**

Mfr#: S-7023

10 Per Box

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.23 Disposable Face Shield**

Mfr#: S-23868

25 Per Box

Quantity:   1   UOM: Box Price:  Total:

Supplier Notes:

**2.24 Workwear Class 2 Mesh 2-Tone Reflective Hi-Vis Traffic Safety Vest (Lime Green)**

Mfr#: 1287-LZ

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

Supplier Notes:

**2.25 Workwear Class 2 Breakaway Mesh Reflective Hi-Vis Traffic Safety Vest (Orange)**

Mfr#: 1287BRK-O

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

Supplier Notes:

**2.26 Class 3 Hi-Vis Bomber Jacket (Lime Green)**

Mfr#: S-21675

(M,L,XL,2XL,3XL)

Quantity:   1   UOM: Each Price:  Total:

Supplier Notes:

**2.27** Class 3 High Visibility Safety Vest (Lime Green)

Mfr#: V3001

(M,L,XL,2XL,3XL)

Quantity:   1   UOM:   Each  

**No Bid**

**2.28** Two Tone Surveyor Class 2 Safety Vest Hi-Vis Lime (Lime Green)

Mfr#: SV6G

(M,L,XL,2XL,3XL)

Quantity:   1   UOM:   Each  

**No Bid**

**2.29** Class 2 Hi-Vis Safety Vest, 2" Reflective Strips, Solid, Lime

Mfr#: WR695309

(M,L,XL,2XL,3XL)

Quantity:   1   UOM:   Each  

**No Bid**

**2.30** Type R Class 2 Dual Sized Value Zipper Safety Vest - Yellow/Lime

Mfr#: 302-V100LY

(M,L,XL,2XL,3XL)

Quantity:   1   UOM:   Each  

**No Bid**

**2.31** Economy Type R Class 3 Single Pocket Contrasting Mesh Safety Vest - Yellow/Lime

Mfr#: KISH-1565

(M,L,XL,2XL,3XL)

Quantity:   1   UOM:   Each  

**No Bid**

**2.32** Tingley 31151 15" General Purpose PVC Work Boots

Mfr#: 31151-8

(1 Pair)

Quantity:   1   UOM:   Pair   Price:  Total:

Supplier Notes: 

Part# 31151-8 is discontinued Per Tingley. Replacement is Part# 31161-8. Providing pricing for that boot, freight not included.
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**2.33** Servus Safety Knee Boot w/Steel Toe, Black

Mfr#: SVS 1882111

(1 Pair)

Quantity:   1   UOM:   Pair  

**No Bid**

**2.34 Rubber Boot, Men's, Knee, Plain Toe Type, PVC, Black,**

Mfr#: 31151

(1 Pair)

Quantity:   1   UOM:   Pair   Price:  Total:

Supplier Notes:

**2.35 Rubber Boot, Unisex, Mid-Calf, Plain Toe Type, PVC, Black**

Mfr#: 29UT85

(1 Pair)

Quantity:   1   UOM:   Pair   Price:  Total:

Supplier Notes:

**2.36 Rubber Boot, Men's, Mid-Calf, Plain Toe Type, EVA, Rubber, Black**

Mfr#: 885999105031

(1 Pair)

Quantity:   1   UOM:   Pair   **No Bid**

**2.37 Rubber Boot, Men's, 10, Mid-Calf, Steel Toe Type, Rubber, Black**

Mfr#: 228040

(1 Pair)

Quantity:   1   UOM:   Pair   **No Bid**

**2.38 Front Brim, Hard Hat, Type 1, Class E ANSI Classification, V-Gard Small**

Mfr#: 466354

Quantity:   1   UOM:   Each   Price:  Total:

Supplier Notes:

**2.39 Hard Hat, Front Brim, Type 1, Class E, Pinlock, Yellow**

Mfr#: WRB2399056

Quantity:   1   UOM:   Each   **No Bid**

**2.40 Front Brim, Hard Hat, Type 1, Class C ANSI Classification, H-700, Ratchet**

Mfr#: H-701V

Quantity:   1   UOM:   Each   Price:  Total:

Supplier Notes:

**2.41** Front Brim, Hard Hat, Type 2, Class E ANSI Classification, Matterhorn A89, Ratchet

Mfr#: A89R010000

Quantity:   1   UOM: Each Price:  Total:

Supplier Notes:

**2.42** OccuNomix Vulcan Cowboy Hard Hat with Ratchet Suspension, White.

Mfr#: WRB605528

Quantity:   1   UOM: Each Price:  Total:

Supplier Notes:

**2.43** Disposable Respirator, S, NIOSH Rating N95, ASTM Splash Rating Level 1

Mfr.: # 1804S

Package/50

Quantity:   1   UOM: Package **No Bid**

**2.44** Disposable Respirator, Universal, NIOSH Rating N95

Mfr.: # DC300N95

Package/20

Quantity:   1   UOM: Package Price:  Total:

Supplier Notes:

**2.45** Disposable Respirator, Universal, NIOSH Rating N95

Mfr.: # 8511

Package/10

Quantity:   1   UOM: Package Price:  Total:

Supplier Notes:

**2.46** Disposable Respirator, M, NIOSH Rating N95, Nuisance Acid Gas

Mfr.: # 2500N95

Package/10

Quantity:   1   UOM: Package **No Bid**

**2.47** ACI N95 Surgical Respirator (Duckbill)

NIOSH Certification: TC84A-9318

Package/50

Quantity:   1   UOM: Package **No Bid**



**2.48** Splash Shield Replacement Frames: Hook-and-Loop, Polyester, Clear

Mfr.: # SSRF002522

Package/20

Quantity:   1   UOM: Package Price:  Total:

Supplier Notes:

**2.49** Disposable Face Shield Assembly: Hook-and-Loop, Polyester, Anti-Fog, Clear

Mfr.: # 2802

Package/100

Quantity:   1   UOM: Package Price:  Total:

Supplier Notes:

**2.50** Face Shield: Elastic Band, Polyester, Clear

Mfr.: # IDC/F-100

Package/100

Quantity:   1   UOM: Package **No Bid**

**2.51** Disposable Face Shield Assembly: Hook-and-Loop, Polyester, Anti-Fog, Clear

Mfr.: # LHB642

Package/50

Quantity:   1   UOM: Package **No Bid**

**2.52** Sports Drink Mix, Powder Concentrate, Regular

Mfr.: # 03944

Package/32

Quantity:   1   UOM: Package **No Bid**

**2.53** Sports Drink Mix, Liquid Concentrate, Regular

Mfr.: # 33305

1 Gallon

Quantity:   1   UOM: Gallon **No Bid**

**2.54** Sqwincher PowderPack Professional Grade Hydration Electrolyte Replenishment Drink Mix, Assorted Flavors, 9.53 oz

Mfr.: # X384-MC600-BX20

Package/20

Quantity:   1   UOM: Package

**No Bid**

**2.55** Qwik Stik(TM) Sugar Free Drink Mix Powder 0.6 oz., Mixed Berry

Mfr.: # 159060201

Package/500

Quantity:   1   UOM: Package

**No Bid**

**2.56** Bottled Water, Pallet 84 Cases, 16.9 oz

Mfr.: # PRL24NIA05L

Pallet/84 Cases (24 Per Case)

Quantity:   1   UOM: Pallet Price:  Total:

Supplier Notes:

**2.57** Portable Open Flame Gas Heater, Natural Gas, Propane, 250,000 BtuH, 400,000 BtuH

Mfr. Model # CH400

Quantity:   1   UOM: Each

**No Bid**

**2.58** Portable Gas Torpedo Heater, Natural Gas, Propane, 750,000 BtuH, Heating Area 37,000 sq ft

Mfr. Model #1800B

Quantity:   1   UOM: Each

**No Bid**

**2.59** Hazardous Location, Portable Evaporative Cooler, 36 in Blade Diameter

Mfr. Model # PACHZ260DAZ

Quantity:   1   UOM: Each

**No Bid**

**2.60** Hazardous Location, Portable Evaporative Cooler, 48 in Blade Diameter

Mfr. Model # PACHZ270DAZ

Quantity:   1   UOM: Each

**No Bid**

**2.61** ANSI Approved First Aid Kit - Class A, 25 person

Mfr. Model # H-6469

Quantity:   1   UOM: Each Price:  Total:

Supplier Notes:

**2.62 ANSI Approved First Aid Kit - Class B, 50 person**

Mfr. Model # H-6470

Quantity:   1   UOM: Each Price:  Total:

Supplier Notes:

**2.63 Infrared Forehead Thermometer**

Mfr. Model # H-8862

Quantity:   1   UOM: Each Price:  Total:

Supplier Notes:

**2.64 Emergency Shower / Eyewash Station**

Mfr. Model # H-6697

Quantity:   1   UOM: Each Price:  Total:

Supplier Notes:

**2.65 Portable Eyewash Station**

Mfr. Model # H-5458

Quantity:   1   UOM: Each Price:  Total:

Supplier Notes:

**2.66 Heavy Duty Reflective Traffic Cones - 28", Orange**

Mfr. Model # S-216340

Quantity:   1   UOM: Each Price:  Total:

Supplier Notes:

**2.67 Reflective Traffic Cones - 18", Orange**

Mfr. Model # S-147090

Quantity:   1   UOM: Each Price:  Total:

Supplier Notes:

**2.68 Traffic Cone Weight**

Mfr. Model # H-9481

Quantity:   1   UOM: Each Price:  Total:

Supplier Notes:

**2.69 36" Inch Non Reflective Orange Vinyl Roll Up Sign**

Mfr. Model #R36DI-NRO

Quantity:   1   UOM: Each

**No Bid**

**2.70** 36" High Intensity Reflective Orange Roll Up Sign

Mfr. Model # R36DI-SBO

Quantity:   1   UOM:  Each 

**No Bid**

**2.71** 48" Roll Up Vinyl Sign Reflective Orange

Mfr. Model # RUR48-200

Quantity:   1   UOM:  Each 

**No Bid**

**2.72** Compact Double Spring Roll-Up Sign Stand- Aluminum

Mfr. Model # SS340A

Quantity:   1   UOM:  Each 

**No Bid**

**Response Total: \$5,661.50**

CITY OF LAREDO  
PURCHASING DIVISION

28.0 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 Proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this proposal the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) Dooley Tackaberry, Inc.

Signature [Handwritten Signature] Date 3/10/2022  
of person authorized to sign proposal

Print Name Sarah Pulley  
of person authorized to sign proposal

Title: Customer Service / Inside Sales

Business Address: 1515 W. 13th Street

City, State, Zip Code: Deer Park, Texas 77536

Telephone Number: 281-479-9700 Fax Number: 281-479-6321

Contact Person Email Address: cse.safetyfire.com

Federal Tax ID Number: 74-0596427

Bidders Principal/Corporate Place of Business Address: same

Indicated Status of Business:

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Other: X

If other state business status: Incorporated

State how long under its present business name: 35 years

If applicable, list all other names under which the Business identified above operated in the last five years.

\_\_\_\_\_  
\_\_\_\_\_

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo?  Yes  No

CITY OF LAREDO  
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Has the business, or any officer or partner thereof, failed to complete a contract? Yes /  No

Is any litigation pending against the Business? Yes /  No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes /  No  
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes /  No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes /  No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes /  No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes /  No

Is the Business in arrears in any contract or debt? Yes /  No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes /  No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes /  No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes /  No Disadvantaged Business Enterprise (DBE): Yes /  No

Small Disadvantaged Business Enterprise (SDBC) Yes /  No Other: Please specify \_\_\_\_\_

This company is not a certified minority business:

*The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company*

31.0 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 of the City's Ethics Code.  
\*This is a  New Submission or  Correction or  Update to previous submission.

**\*1. Name of person submitting this disclosure form.**

<u>Sarah</u>	<u>J</u>	<u>Pullen</u>	
First	M.I.	Last	Suffix

**\*2. Contract Information.**

a) Contract or Project name(s): FY22-045

b) Originating Department(s):

**\*3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

**\*4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or 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**

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**13.0 General Conditions**

- 13.1 When contractor cannot abide by the terms and conditions in fulfilling his contract, contractor must supply the materials, service or supplies from other sources at the contract price. If contractor delays in providing the services or supplies, the City of Laredo reserves the right to purchase contract materials on the open market and charge contractor price difference.
- 13.2 Award to successful bidder will be made by the City Council. Proposals will be awarded to the responsible bidder meeting the city's requirements.
- 13.3 When the contractor cannot abide by the terms and conditions of this contract, then the City reserves the right to purchase on the open market, and charge the contractor the difference between the contract price and the open market purchase price.
- 13.4 Partial deliveries may be made only with the prior approval of the requesting department.
- 13.5 Items found to be broken, defective, or otherwise unacceptable shall be reported by the Purchasing Division to the contractor for replacement. Replacements shall be made within five (5) workdays after notification. Items known to be defective, broken, or otherwise unacceptable at the time of delivery, shall be rejected and contractor shall immediately initiate replacement. In the event an ordered item is "out of stock", contractor may substitute a higher quality item at the price of the item for which the substitute is being made, if approved by the requesting department.
- 13.6 Cancellation of Contract: The following conditions will result in the cancellation of this contract:
- 13.6.1 This contract may be canceled, by either party, within sixty days of a written notice.
- 13.6.2 The failure of the contractor for performance of the services required by this contract, within ten days of receipt of written demand of performance by the City, or the failure of the contractor to correct or replace defective goods or products, within ten days from receipt of written demand, will therefore constitute a total breach of this contract, and shall be cause for termination.
- 13.7 The City of Laredo is an active member of the State of Texas Cooperative Purchasing Program, Houston Galveston Area of Council (HGAC), BuyBoard, Texas Cooperative Purchasing Network (TCPN), and US Communities - sponsored by the National Institute of Governmental Purchasing (NIGP), National League of Cities (NLC), United States Conference of Mayors (USCM). The City of Laredo can take advantage of any contract pricing negotiated with these agencies.
- 13.8 Prices should be F.O.B. City of Laredo Office Locations. Inside and second and third floor delivery required.
- 14.0 Payment and Invoicing**  
All invoices must show purchase order number and invoices should be legible. Payment is deemed to be made on the date the City of Laredo, Accounts Payable Department mails checks. To avoid payment delays, invoices shall be submitted within a minimum of five working days after delivery of merchandise. Originals shall be mailed to the City of Laredo Accounts Payable. All invoices have a 30-day term from receipt of order.

**15.0 Delivery**

Delivery time for all items ordered under the terms and conditions of this contract are working days from date of order.

Bidder's business hours: From: 8 a.m. to 5 p.m. Days of week: Monday-Friday



**CITY OF LAREDO  
PURCHASING DIVISION**

70	Good to Average	
80	Good	Exceeds minimum criteria.
90	Very Good	Provides benefits to the entity in addition to all required criteria.
100	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
I	Contractor's Profile & Qualifications (21.0)	20	70%	14.00
II	The bidder's past relationship with the City of Laredo -- Prior Contracts (22.0)	10	80%	8.00
III	Cooperative Contract (23.0)	10	80%	8.00
IV	Discount (25.0)	50	90%	45.00
V	Pricing (26.0)	10	100%	10.00
<b>Total Score</b>				<b>85.00</b>

20.1 Ordinance 2018-O-175

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for Proposals for contracts will be evaluated with a 5% preference for local vendors.

21.0 **Section I: Contractor's Profile & Qualifications (20 Points)**

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

\*\*\*\*\*Documentation can be uploaded on to Cit-E-Bid\*\*\*\*\*

21.1 Provide an overview of your company (years in service, number of employees, etc.).

Doolley Tackaberry, Inc. started in 1987.  
Currently has 100+ employees.

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21.2 List of specialized equipment (delivery trucks, etc.. which will be used to comply with this contract obligation).

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**CITY OF LAREDO  
PURCHASING DIVISION**

**22.0 Section II: The bidder's past relationship with the City of Laredo – (10 Points)**

\*\*\*\*\*Documentation can be uploaded on to Cit-E-Bid\*\*\*\*\*

Prior Contracts: List name, company, phone#, years of contract, and contact email.

Texas A&M Forest Service      5 months (In current contract)  
 Contact: Danielle Toler      Danielle.Toler@fs.tamu.edu  
 Phone # 979-458-7383

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**23.0 Section III Cooperative Contracts:** List any cooperative contracts such as State of Texas Cooperative Purchasing Program, Houston Galveston Area of Council (HGAC), BuyBoard, Texas Cooperative Purchasing Network (TCPN), and US Communities - sponsored by the National Institute of Governmental Purchasing (NIGP), National League of Cities (NLC), United States Conference of Mayors (USCM).

HGAC

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**24.0 Price Schedule**  
 An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 60 Points (Discount 50 Points and Pricing 10 Points)

**25.0 Section IV: Discount (50 Points):** An evaluation of the discount to the City of Laredo. Proposal pricing shall be a cost-plus format. The City requests that the personnel assigned for this contract be paid the wages indicated, by the successful contractor.

<b>List Proposed Format</b>		
Fixed Price Schedule		
Cost Plus percentage	%	
Discount from List (percentage)	%	
Medium provided: (electronic, internet, etc.)		
Catalogue:		

**CITY OF LAREDO  
PURCHASING DIVISION**

**22.0 Section II: The bidder's past relationship with the City of Laredo – (10 Points)**

\*\*\*\*\*Documentation can be uploaded on to Cit-E-Bid\*\*\*\*\*

Prior Contracts: List name, company, phone#, years of contract, and contact email.

Texas A&M Forest Service      15 months (In current contract)  
 Contact: Danielle Toler      Danielle.Toler@ts.tamu.edu  
 Phone # 979-458-7383

**23.0 Section III Cooperative Contracts:** List any cooperative contracts such as State of Texas Cooperative Purchasing Program, Houston Galveston Area of Council (HGAC), BuyBoard, Texas Cooperative Purchasing Network (TCPN), and US Communities - sponsored by the National Institute of Governmental Purchasing (NIGP), National League of Cities (NLC), United States Conference of Mayors (USCM).

HGAC

**24.0 Price Schedule**

An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 60 Points (Discount 50 Points and Pricing 10 Points)

**25.0 Section IV: Discount (50 Points):** An evaluation of the discount to the City of Laredo. Proposal pricing shall be a cost-plus format. The City requests that the personnel assigned for this contract be paid the wages indicated, by the successful contractor.

<i>List Proposed Format</i>		
Fixed Price Schedule		
Cost Plus percentage	%	
Discount from List (percentage)	%	
Medium provided: (electronic, internet, etc.)		
Catalogue:		

CITY OF LAREDO  
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Owner/President Name: Chris Dooley  
Company Address: 1515 W. 13<sup>th</sup> Street  
City, State, Zip Code: Deer Park, Texas 77536  
Company Authorized Representative's Signature: [Signature]  
Company Representative's Name: Sarah Pulley

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**27.0 Required Format and Contents of Proposal Submission**

For a proposal to be considered it must contain the following information:

- Company Information Questionnaire**
- Signed Price Schedule**
- Conflict of Interest Questionnaire**
- Non-Collusive Affidavit**
- Discretionary Contract Disclosure**
- Certificate of Interested Parties**
- Form 1295**

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

CITY OF LAREDO  
PURCHASING DIVISION

by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: \_\_\_\_\_

**\*Acknowledgements**

**Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

**No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

**\*Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

**\*Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

<u>Sarah Pulley</u> Name (Print)	<u>[Signature]</u> Signature	<u>Customer Service/Inside Sales</u> Title
<u>Doolley Tackaberry, Inc.</u> Company or DBA		<u>3/10/2022</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

# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Dooley Tackaberry, Inc. - Public Services -

19-00544

## GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Dooley Tackaberry, Inc., hereinafter referred to as the Contractor, having its principal place of business at 1515 West 13th Street, Deer Park, TX 77536.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: INDEPENDENT CONTRACTOR**

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

### **ARTICLE 4: WHOLE AGREEMENT**

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

### **ARTICLE 5: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

**ARTICLE 6: PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins Aug 01 2019 and ends Jul 31 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

**ARTICLE 7: PAYMENT OR FUNDING**

Payment provisions under this Agreement are outlined in the Special Provisions.

**ARTICLE 8: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

**ARTICLE 9: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

**ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

**ARTICLE 11: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

**ARTICLE 12: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or



off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

#### **ARTICLE 13: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

#### **ARTICLE 14: CHANGES AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

#### **ARTICLE 15: TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*  
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

**ARTICLE 16: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**ARTICLE 17: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 18: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

**ARTICLE 19: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

#### **ARTICLE 21: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

#### **ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

**ARTICLE 23: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

**ARTICLE 24: JOINT WORK PRODUCT**

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

**ARTICLE 25: DISPUTES**

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

**ARTICLE 26: CHOICE OF LAW: VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

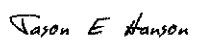
**ARTICLE 27: ORDER OF PRIORITY**

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.


**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

**Dooley Tankerby, Inc.**

Signature   
AFE591B48020461...  
Name Jason E Hanson  
Title Vice President of Sales  
Date 7/18/2019

**H-GAC**

DocuSigned by:  
Signature   
82EC270D5D81423...  
Name Chuck Wemple  
Title Executive Director  
Date 6/19/2019

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Dooley Tackaberry, Inc. - Public Services -

19-00544

## SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

### ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### ARTICLE 2: END USER AGREEMENTS ("EUA")

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

### ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

**Contractor** shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

**EXCEPTION:** *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

#### **ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

#### **ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

#### **ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

**Contractor** shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an **END USER** order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent **END USER** acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an **END USER's** payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

#### **ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the **END USER** at the time an **END USER** purchase order is placed, to determine terms for any liquidated damages.

#### **ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

**Product liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

**Property Damage or Destruction** insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

#### **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

**H-GAC's** contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

#### **ARTICLE 10: CHANGE OF STATUS**

**Contractor** shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise **H-GAC** if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

#### **ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING**

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle



Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

<b>Attachment A</b>			
<b>Dooley Tackaberry, Inc.</b>			
<b>Emergency Medical &amp; Rescue Equipment</b>			
<b>Contract No.: EE08-19</b>			
<b>NOTE: Dealer can sell in these authorized states: Texas and Louisiana</b>			
Product Code	Mfg.	Model & Description	Base Offered Price
EE19LLA	Innotex	INNOTEX PRICE LIST 2019 VER 20190101	-20%

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
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.		<b>OFFICE USE ONLY</b>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> Doolen Tackaberry, Inc. Deer Park, Texas			
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> N/A			
<b>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.</b> 74-0596427			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Doolen Tackaberry, Inc.	Deer Park, TX USA		
<b>5 Check only if there is NO interested Party.</b> <input type="checkbox"/>			
<b>6 AFFIDAVIT</b> I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

\*\*\*\*\*Does Not Need to be Notarized\*\*\*\*\*

CITY OF LAREDO  
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Navah Puley  
(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.

Navah Puley  
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 10 day of March 20 22

M. Boyle  
Notary Public

My commission expires:  
02/28/2023



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**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Rosario Cabello, Deputy City  
Manager

**Staff Source:** Jose F. Castillo, Acting Finance Director; Miguel A. Pescador, Purchasing  
Agent

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**SUBJECT**

Consideration to renew contract FY20-046 Safety Footwear II for City of Laredo employees, to the following vendors: Al & Rob Sales - Laredo, TX, and Cavender's Western Outfitters - Laredo, TX. The amount for this contract is approximately \$140,000.00 annually. The term of this contract is for two (2) years, subject to future appropriations. This is the last extension period for this contract. Funding for this contract is available in the respective City departments' operational budget.

**PREVIOUS COUNCIL ACTION**

Contract FY20-046 was approved by City Council on April 20, 2020.

**BACKGROUND**

The City of Laredo went out on Formal Bid Solicitations for contract FY20-046 Safety Footwear. Two (2) bids were received for the purchase of approved safety footwear for the city employees. Bids were requested on different steel toe / safety footwear various styles and brands with approved specs by our Risk Management Division. Contract is being awarded by sections. Contract pricing has been secured for boots/shoes styles approved for use by City Employees. Each department will have the option to choose the type of boot best suited for the work environment and budget allocation.

**COMMITTEE RECOMMENDATION**

None

**STAFF RECOMMENDATION**

It is recommended that this contract be approved.

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**Fiscal Impact**

**Fiscal Year:** 2022

**Budgeted Y/N?:** Y

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void. Funding is available on the respective department accounts.

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**Attachments**

Renewal letter - Al & Rob

Renewal letter - Cavender's

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**City of Laredo  
Purchasing Division**

**RENEWAL LETTER**

March 16, 2022

Roberto Lopez  
Al & Rob Sales  
801 E. Elm St.  
Laredo, Texas 78040

Re: Safety Footwear II  
FY20-046  
Ext. 1

Dear Mr. Lopez,

A contract for Safety Footwear for the City of Laredo employees was awarded to your company on April 20, 2020. This award provided for the possible extension of this contract for one additional two years period. This is the last extension period.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

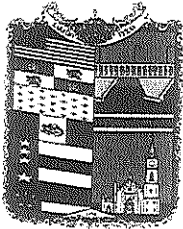
Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

Al & Rob Sales	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: <u>Orlando Lopez</u>	
Print Name: <u>Orlando Lopez</u>	
Date: <u>3-22-22</u>	





## City of Laredo Purchasing Division

### RENEWAL LETTER

March 16, 2022

Jesus Leyva  
Cavender's  
2455 Monarch Dr., Ste 102  
Laredo, Texas 78045

Re: Safety Footwear II  
FY20-046  
Ext. I

Dear Mr. Leyva,

A contract for Safety Footwear for the City of Laredo employees was awarded to your company on April 20, 2020. This award provided for the possible extension of this contract for one additional two years period. This is the last extension period.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

Cavender's	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature:	_____
Print Name: <u>Jesus Leyva</u>	_____
Date: <u>3/17/22</u>	_____

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Rosario Cabello, Deputy City  
Manager

**Staff Source:** Guillermo Heard, Fire Chief; Miguel A. Pescador, Purchasing Agent

---

**SUBJECT**

Consideration to ratify a purchase contract with exclusive dealer Richardson Apparatus LLC, Johnson City, TX, for a cumulative amount of \$84,121.72 and to further authorize future related expenditures for an amount not to exceed \$125,000.00 for the purchase of safety gear that includes, but is not limited to rescue suits, hoods, gloves, and boots. Firefighters need specialized and certified safety gear that complies with the National Fire Protection Association. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is subject to future appropriations. Funding for this contract is available in the General Fund - Fire Department.

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

Consideration to ratify a purchase contract to exclusive dealer Richardson Apparatus LLC, Johnson City, TX, for a cumulative amount of \$84,121.72 and to further authorize future related expenditures for an amount not to exceed \$125,000.00 for the purchase of safety gear that includes but not limited to: rescue suits, hoods, gloves, boots for firefighters. Firefighters need specialized and certified safety gear that complies with the National Fire Protection Association. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is subject to future appropriations. Funding for this contract is available in the Fire Department General Funds.

Richardson Apparatus LLC is the authorized dealer to sell the complete line of Innotex Turnout Gear in the state of Texas. Letter from manufacturer Innotex stating Richardson Apparatus is authorized distributor in Texas has been included for reference.

**COMMITTEE RECOMMENDATION**

None

**STAFF RECOMMENDATION**

Staff recommends for this motion to be approved.

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**Fiscal Impact**

**Fiscal Year:** 2022  
**Budgeted Y/N?:** Y  
**Source of Funds:** General Funds  
**Account #:** 10124355222400  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Appropriation Funds have been allocated through Fire expense account: 10124355222400

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**Attachments**

Authorized Dealer Letter

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March 4th, 2022

To Whom it May Concern:

We hereby confirm that, at this time, Richardson Apparatus, located at:

930 U.S. Hwy 290  
Johnson City, TX 78636

is an Authorized Distributor to sell the complete line of INNOTEX® Turnout Gear in the State of Texas. They are also authorized to sell the complete INNOTEX® line of Gloves, Hoods and Tech Rescue Gear.

Should any questions arise, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Lou Lopez".

Lou Lopez  
V.P. of Sales  
INNOTEX®

INNOTEX CORP – 2397 Harts Ferry Road  
Ohatchee, Alabama 36271  
TEL; 1-888-821-3121 – FAX; 819-826-5195  
[www.innotexprotection.com](http://www.innotexprotection.com)

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Rosario Cabello, Deputy City  
Manager

**Staff Source:** Guillermo Heard, Fire Chief; Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to renew contract with Rotex Truck Center Inc, Laredo, TX for service repairs through BuyBoard Cooperative Contract # 629-20 in an estimated annual amount of \$67,500.00. This service contract is for original equipment manufacturer parts and repairs for the City of Laredo Fire Department EMS Ambulances which need to be operational at all times for emergency calls. The term of this renewal shall be for a period of two (2) years beginning as of the date of its execution and is subject to future appropriations. This is the last renewal for this service. Funding is available in the General Fund - Fire Department.

**PREVIOUS COUNCIL ACTION**

Contract was awarded to Rotex Truck Center and approved by City Council on May 20, 2019.

**BACKGROUND**

EMS Ambulances have to be operational at all times for emergency calls. When ambulances need repairs, they have to be taken to a certified dealer. Rotex Truck Center is a certified dealer on engines and transmission services and parts, and also offers Buyboard cooperative pricing under contract 629-20.

**COMMITTEE RECOMMENDATION**

None

**STAFF RECOMMENDATION**

It is recommended that this motion be approved.

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**Fiscal Impact**

<b>Fiscal Year:</b>	2022
<b>Budgeted Y/N?:</b>	Y
<b>Source of Funds:</b>	Fire General Funds
<b>Account #:</b>	Multiple accounts
<b>Change Order: Exceeds 25% Y/N:</b>	

**FINANCIAL IMPACT:**

Appropriation Funds have been allocated through Fire expense accounts:  
101-2415-523-2035, 101-2415-522-3021, 101-2410-522-3021, 101-2415-522-2400,  
101-2410-523-2035.

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**Attachments**

Rotex Truck Center Buyboard contract 629-20

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# BuyBoard Current Vendors

Vendor	Address 1	City	State	Zip	Effective	Expiration	Contract Name
Rotex Truck Center, Inc.(E)(I)(T)	11802 Sara Road	Laredo	TX	78045	12/1/2020	11/30/2023	Automotive Parts, Fluids, Maintenance and Equipment 629-20
Rotex Truck Center, Inc.(E)(I)(T)	11802 Sara Road	Laredo	TX	78045	12/1/2020	11/30/2023	School Buses, Options and Parts 630-20
Rourke Educational Media(E)(I)(T)	P.O. Box 820	Vero Beach	FL	32961	6/1/2020	5/31/2023	Library Books, Used Textbooks, and Other Books 609-20
Roy C. Garrett, Inc.(E)(I)(T)	411 FM 1103	Cibolo	TX	78108	12/1/2020	11/30/2023	HVAC Equipment Supplies, and Installation of HVAC Equipment 631-20
Royal Glass Company(E)(I)(T)	9064 Teasley Lane	Denton	TX	76210	12/1/2021	11/30/2024	Building Maintenance, Repair, and Operations Supplies and Equipment 657-21
Royal Papers Inc.(E)(I)(T)	2701 Hereford St.	St. Louis	MO	63139	10/1/2021	9/30/2024	Custodial Supplies and Equipment 649-21
Royal Services Group(E)(I)(T)	2923 Paladium Dr.	Grand Prairie	TX	75052	10/1/2021	9/30/2024	Custodial Supplies and Equipment 649-21
RPM Services, Inc.(E)(I)(T)	27920 Highway 288	Iowa Colony	TX	77583	7/1/2019	6/30/2022	Water and Wastewater Pumps and Motors 589-19
RS Commercial Construction (RS Means)(E)(I)(T)	17250 Dallas Parkway	Dallas	TX	75248	4/1/2019	3/31/2024	Job Order Contracting (RSMMeans) 581-19
RU2 Systems, Inc.(E)(I)(T)	2631 N Ogden Road	Mesa	AZ	85215	6/1/2020	5/31/2023	Highway Safety and Traffic Control Products 608-20
Rubber Flooring Systems (RFS)(E)(I)(T)	PO BOX 461	CEDAR PARK	TX	77565	4/1/2019	3/31/2022	Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy Duty Exercise Equipment and Related Accessories 583-19
Rubber Flooring Systems (RFS)(E)(I)(T)	PO BOX 461	CEDAR PARK	TX	77565	4/1/2019	3/31/2022	Furniture for School, Office, Science, Library and Dormitory 584-19
Rubber Flooring Systems (RFS)(E)(I)(T)	PO BOX 461	CEDAR PARK	TX	77565	6/1/2021	5/31/2024	Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing 641-21
Rules of Engagement Tactical, LLC(M)(E)(I)(T)	7750 N MacArthur Blvd. Ste 120-283	Irving	TX	75063	4/1/2020	3/31/2023	Public Safety and Firehouse Supplies and Equipment 603-20
Rush Bus Centers(E)(I)(T)	16345 IH-35 North	Selma	TX	78154	12/1/2020	11/30/2023	School Buses, Options and Parts 630-20

(M) - MWBE certification (E) - EDGAR forms completed (D) - Designated Dealer (I) - No Israel Boycott certification (T) - No Excluded Foreign Terrorist Organizations Included

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Rosario Cabello, Deputy City  
Manager

**Staff Source:** Richard A. Chamberlain, Health Director

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**SUBJECT**



**Healthy and Safe**

**2022-R-071** Ratifying the execution of a contract Prevention and Early Intervention Division from the Texas Department of Family and Protective Services in the additional amount of \$42,542.93 for a total of \$642,542.93 with no match for the City of Laredo Health Department, Nurse Family Partnership for the term period from September 1, 2021, through August 31, 2022. No grant match required.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

Prevention and Early Intervention Division in partnership with the Health Department, Nurse Family Partnership Division will continue to make a positive difference in the lives of Texas children and families and provide relief to address the continued impact of the Covid-19 pandemic. We seek to establish innovative projects that reflect the needs of the community. The division intends to elevate parents and youth voices', meeting families' basic needs, or providing crisis support to families or promoting diversity, equity, and inclusion. This opportunity seeks to resource innovative ideas, both as a response to challenges communities and families face with COVID-19 and a continuous effort to effective prevention programming.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that Council approves the Resolution.

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**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 HENF11.

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**Attachments**

Award Notice  
2022-R-071

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# 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: March 15, 2022

DATE EFFECTIVE: March 15, 2022

SUBJECT: DFPS NOTICE OF AWARD (NOA)

FY 2022 Notification of Funding for DFPS PEI Texas Nurse-Family Partnership (TNFP) Program Grant

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Award No: 2022-02

Project Period: 9/1/21-8/31/26

Funding Period: 9/1/21-8/31/22

PEI is awarding your organization **\$42,542.93** for emergency basic needs assistance for families in addition to the previous award of **\$600,000.00** for a total of **\$642,542.93** for the State of Texas Fiscal Year (FY) 2022 for TNFP services.

PEI is distributing the award amount as follows:

DFPS is funding this award for emergency basic needs assistance under US Department of Health and Human Services CFDA 93.558 Temporary Assistance for Needy Families (TANF) program, Pandemic Emergency Assistance Funds (PEAF). The funds are subject to the requirements of the American Rescue Plan Act (ARPA).

- 1. TANF PEAFF: \$42,542.93**

<b>Federal Award Date:</b>	<b>Federal Award Identification Number (FAIN)</b>	<b>CFDA Number</b>	<b>Funding Period</b>
4/29/2021	2101TXTANFC6	93.558	10/01/2021– 9/30/2022

DFPS is funding portions of this award all or in part under US Department of Health and Human Services CFDA 93.558 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.

**2. State general revenue or TANF for TNFP services: \$600,000.00**

<b>Federal Award Date:</b>	<b>Federal Award Identification Number (FAIN)</b>	<b>CFDA Number</b>	<b>Funding Period</b>
TBD	2201TXTANF	93.558	10/1/2021 – 9/30/2022

The most recent Federal Award notices are available at the following link:

[https://www.dfps.state.tx.us/Doing\\_Business/NoA/](https://www.dfps.state.tx.us/Doing_Business/NoA/)

**RESOLUTION 2022-R-071**

**RATIFYING THE EXECUTION OF A CONTRACT PREVENTION AND EARLY INTERVENTION DIVISION FROM THE TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES IN THE ADDITIONAL AMOUNT OF \$42,542.93 FOR A TOTAL OF \$642,542.93 WITH NO MATCH FOR THE CITY OF LAREDO HEALTH DEPARTMENT, NURSE FAMILY PARTNERSHIP FOR THE TERM PERIOD FROM SEPTEMBER 1, 2021, THROUGH AUGUST 31, 2022. NO GRANT MATCH REQUIRED.**

**WHEREAS**, Prevention and Early Intervention Division in partnership with the Health Department, Nurse Family Partnership Division will continue to make a positive difference in the lives of Texas children and families and provide relief to address the continued impact of the Covid-19 pandemic. We seek to establish innovative projects that reflect the needs of the community. The division intends to elevate parents and youth voices', meeting families' basic needs, or providing crisis support to families or promoting diversity, equity, and inclusion. This opportunity seeks to resource innovative ideas, both as a response to challenges communities and families face with COVID-19 and a continuous effort to effective prevention programing.

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

**Section 1:** The Interim City Manager is hereby authorized to ratify the execution of a contract Prevention and Early Intervention Division from the Texas Department of Family and Protective Services in the additional amount of \$42,542.93 for a total of \$642,542.93 with no match for the City of Laredo Health Department, Nurse Family Partnership for the term period from September 1, 2021, through August 31, 2022. No grant match required.

**Section 2:** The revenue account 226-0000-321-6301 and the expenditure division 226-6104 with project number HENF11.

**Section 3:** The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions as set forth by the Texas Department of State Health Services to meet the necessary costs to accomplish the scope of work for the project.

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

\_\_\_\_\_  
**PETE SAENZ  
MAYOR**

**ATTEST:**

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

**APPROVED AS TO FORM:  
SYLVIA BORUNDA-FIRTH  
ACTING CITY ATTORNEY**

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**SYLVIA BORUNDA-FIRTH  
ACTING CITY ATTORNEY**

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Rosario Cabello, Deputy City  
Manager

**Staff Source:** Richard A. Chamberlain, Health Director

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**SUBJECT**



**Healthy and Safe**

**2022-R-072** Ratifying the execution of a contract Family Planning Annual Report 2.0 Initiative from the Every Body Texas in the total amount of \$56,771.00 with no match for the City of Laredo Health Department, for the term from April 1, 2021, through March 31, 2022. No grant match is required.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

Every Body Texas is offering an incentive amount of \$56,771.00 to fund our new electronic medical record program Patagonia, tablets, label printers, and equipment. The City of Laredo Health Department will be able to implement quality improvement strategies.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that Council approves the Resolution.

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**Fiscal Impact**

**Fiscal Year:**

2022

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

226-6203

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

The revenue account 226-0000-321-6304 and the expenditure division 226-6203 with Project Number HEWH07.

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**Attachments**

Award Notice  
2022-R-072

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# City of Laredo Public Health

2021-2022 FPAR 2.0 Initiative

<b>FPAR 2.0 Initiative Incentive Amount: \$55,700.00</b>
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Congratulations, Every Body Texas is happy to announce City of Laredo Public Health will receive a second incentive amount funded by the FPAR 2.0 Initiative. Incentive payments are meant to be utilized to modify systems, policies, and workflows, and train staff in preparation for FPAR 2.0. Funds will be distributed once Every Body Texas receives the signed Acknowledgement of Funds Form (pg. 2). Please submit forms to [finance@everybodytexas.org](mailto:finance@everybodytexas.org).

## Explanation of Incentive Amount

The second incentive for the FPAR 2.0 Initiative was calculated based on discussion with our consultant Deb Barron and information collected from your agency via Every Body Texas's assessment.

## FPAR 2.0 Overview

The Family Planning Annual Report (FPAR) 2.0 is the next iteration of FPAR data reporting. Under FPAR 2.0, grantees will report many of the same elements from FPAR 1.0 but at the encounter level. FPAR 2.0 will also collect new data elements related to quality measures and Quality Family Planning (QFP) recommendations, including information on facilities, providers, and clients' demographics. In total, FPAR 2.0 has 41 data elements.


In order to prepare the network for FPAR 2.0 data element collection, Every Body Texas has created the FPAR 2.0 Initiative Fund. This fund will enable Every Body Texas Title X sub-recipients to prepare for the transition to FPAR 2.0.

## Funding Guidelines

The FPAR 2.0 Initiative was created to offer one-time incentive payments for sub-recipients to prepare for the transition to FPAR 2.0.

Incentive payments are meant to be utilized to modify systems, policies, and workflows, and train staff in preparation for FPAR 2.0. Incentive payment made from the FPAR 2.0 Initiative must directly benefit your Title X family planning program.



FPAR 2.0 Acknowledgement of Funds Form			
Agency Name:	City of Laredo Health Department		
Street Name:	2600 Cedar Ave.		
City:	Laredo	Zip Code:	78040
<p>The above-named agency has reviewed the 2021-2022 FPAR 2.0 Initiative Determination Letter and accepts incentive funds for the current budget period (April 1, 2021 – March 31, 2022) based on the amount disclosed in the letter.</p> <p>Every Body Texas will distribute the incentive payment to the above-named agency in accordance with FPAR 2.0 Initiative policies and procedures upon receipt of this signed Acknowledgement of Funds form.</p>			
Signature:		Signature:	
			
Name/Title: Samuel Keith Selman Interim City Manager		Name/Title: Becky Brownlee Board President, Every Body Texas	

Attest: \_\_\_\_\_  
 Jose A. Valdez Jr. City Secretary

By: \_\_\_\_\_  
 Richard A. Chamberlain  
 Dr.PH, MPH, RS  
 Director of Health

By: \_\_\_\_\_  
 Sylvia Borunda-Firth  
 Interim City Attorney

**RESOLUTION 2022-R-072**

**RATIFYING THE EXECUTION OF A CONTRACT FAMILY PLANNING ANNUAL REPORT 2.0 INITIATIVE FROM THE EVERY BODY TEXAS IN THE TOTAL AMOUNT OF \$56,771.00 WITH NO MATCH FOR THE CITY OF LAREDO HEALTH DEPARTMENT, FOR THE TERM FROM APRIL 1, 2021, THROUGH MARCH 31, 2022. NO GRANT MATCH IS REQUIRED.**

**WHEREAS**, Every Body Texas is offering an incentive amount of \$56,771.00 to fund our new electronic medical record program Patagonia, tablets, label printers, and equipment. The City of Laredo Health Department will be able to implement quality improvement strategies.

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

**Section 1:** The Interim City Manager is hereby authorized to ratify the execution of a contract Family Planning Annual Report 2.0 Initiative from the Every Body Texas in the total amount of \$56,771.00 with no match for the City of Laredo Health Department, for the term from April 1, 2021, through March 31, 2022. No grant match is required.

**Section 2:** The revenue account 226-0000-321-6304 and the expenditure division 226-6203 with Project Number HEWH07.

**Section 3:** The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions as set forth by the Texas Department of State Health Services to meet the necessary costs to accomplish the scope of work for the project.

**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:**

**SYLVIA BORUNDA-FIRTH  
ACTING CITY ATTORNEY**

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**SYLVIA BORUNDA-FIRTH  
ACTING CITY ATTORNEY**

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Rosario Cabello, Deputy City  
Manager

**Staff Source:** Richard A. Chamberlain, Health Director

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**SUBJECT**



**Healthy and Safe**

**2022-R-075** Authorizing the Interim City Manager to accept the donation agreement from Quick Aid LLC for 28 pallets of hand sanitizers for use and distribution by the Health Department, having a fair market value for each bottle to be \$0.99, the total value is \$71,136.00 in accordance with Resolution 2019-R-024, also known as the City of Laredo Donation Acceptance Policy.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

On February 19, 2019, Council approved Resolution 2019-R-024.

**BACKGROUND**

In accordance to the Donation Acceptance Policy for the City of Laredo, the Health Department will be able to receive a donation from Quick Aid. The donor, Quick Aid, will donate 28 pallets of ResQue 1st hand sanitizer bottles, sizes varying from 4oz, 8 oz, and 16 oz. The total value of the donation is \$71,136.00. The hand sanitizer will be used and distributed by health.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that Council approves the Resolution.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

No fiscal impact at this time.

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**Attachments**

Donation Agreement

2022-R-075

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DONATION AGREEMENT  
BETWEEN THE CITY OF LAREDO  
AND QUICK AID LLC

This Agreement by and between the City of Laredo, Texas, (the “City”) and the Quick Aid LLC (the “Donor”) is made pursuant to Resolution No. 2019-R-024, the City of Laredo Donation Acceptance Policy, which provides the requirements and processes for accepting donations.

WHEREAS, the City is a home-rule municipality incorporated pursuant to the statutes of the State of Texas, and as such is authorized to accept donations for the benefit of the City; and

WHEREAS, the City is eligible under United States Internal Revenue Code Section 170(c)(1) to receive tax-deductible charitable contributions; and

WHEREAS, the City has express authority to contract with other persons pursuant to section 51.014 of the Texas Local Government Code; and

WHEREAS, the City of Laredo encourages the donation of charitable contributions to the City for the benefit of the Health Department and distribution to the public; and

WHEREAS, the Donor wishes to donate 28 pallets of ResQue 1<sup>st</sup> hand sanitizer bottles to the City; and

WHEREAS, the City Council finds that the following provisions are reasonable and necessary for the acceptance of donations.

NOW THEREFORE, for and in consideration of the mutual covenants and obligations hereinafter set forth, and for other good and valuable consideration, the City and Donor herein bargain, covenant, and agree with one another as follows:

**A. Purpose**

This Agreement serves as a statement or exchange of promises between the City and Donor. It is enacted to provide clear responsibilities and duties for the conveyance of a Donation by Donor and acceptance of a Donation by the City. The Agreement will ensure that each Donation accepted by the City is in the best interest of the City and its citizens.

**B. Type of Donation**

Donor agrees to provide 28 pallets of ResQue 1<sup>st</sup> hand sanitizer bottles as follows:  
33,792 bottles of 4oz sanitizer - 8 pallets total (176 boxes of 24 bottles = 4224 bottles/pallet)  
21,504 bottles of 8oz sanitizer - 8 pallets total (12 boxes of 24 bottles = 2688 bottles/pallet)  
15,840 bottles of 16oz sanitizer - 12 pallets total (110 boxes of 12 bottles = 1320 bottles/pallet)

**C. Value of Donation**

The City has determined the fair market value for each bottle to be \$0.99, so therefore the total value of the donation is \$71,136.

#### D. Tax-Deductible Contributions

(1) Donor will eligible to receive a Tax Deduction for the Donation of a charitable contribution upon submission/acceptance of the Donation Form to the City and execution by both parties of this Donation Agreement.

(2) Nothing in this Agreement shall be interpreted of imposing responsibility or accountability upon the City for the accuracy of the estimated value of the Donation received, unless the City expressly agrees in writing to participate in the approximation of value through: (1) a public auction, (2) competitive bidding, (3) receipts provided (retail or wholesale) documenting the Donor's actual costs, or (4) a commonly utilized and clearly established methodology of determining fair market value.

(3) The City is relieved from any and all responsibility and liability for estimating or calculating the value of the Donation received.

#### E. Donation Completion

(1) By signing this Agreement, Donor agrees to: a. Fully complete the Donation; b. Complete the Donation within the timeframe specified in Attachment "A"; c. Fund the cost of completing the Donation and refund the City any amount of funds it has lost or expended in expectation of timely compliance of the Donation if a project is not timely completed; and d. Provide documentation specifically listing all gifts that the Donation will include; and; e. Relieve the City from any and all responsibility for estimating or calculating the value of the Donation received.

(2) If the City has received the Donation Form and signed copy of this Agreement, the City agrees to release any and all documents certifying the Donation upon completion of the Donation.

#### H. Termination

Either Party may terminate the agreement at hand, for any reason, with 30 days written notice to the other Party.

#### I. Indemnification

DONOR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY DAMAGES OCCURRING FROM THE ALLEGED NEGLIGENCE OF DONOR, HIS AGENTS, VOLUNTEERS, SERVANTS AND EMPLOYEES.

#### J. Governing Law

The laws of the State of Texas shall govern any disputes or conflicts that arise under the terms of this Agreement. The venue for all legal actions involving this Agreement shall be Webb County, Texas.

#### K. Entire Agreement

This document represents the entirety of the agreement between the City and Donor. No oral or other written contracts outside of this Agreement shall have any affect unless they are approved in writing by both parties and made a part of this Agreement.

L. Amendments

This Agreement may be amended only by an instrument in writing signed by the City and Donor.

M. Severability

The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be unenforceable, invalid or unlawful for any reason, the remainder of this Agreement shall not be affected thereby.

N. Third Party

Except as herein specifically and expressly provided, the terms and provisions of this Agreement are for the sole benefit of the City and Donor, and no third party whatsoever is intended to benefit here from.

Executed this, the \_\_\_\_ day of \_\_\_\_\_ 2022.

CITY OF LAREDO

by \_\_\_\_\_  
SAMUEL KEITH SELMAN  
CITY MANAGER

Quick Aid LLC (the "Donor")  
by \_\_\_\_\_  
MARC SEBBAN

ATTEST:

by \_\_\_\_\_  
JOE A. VALDEZ  
CITY SECRETARY



**RESOLUTION 2022-R-075**

**AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE DONATION AGREEMENT FROM QUICK AID LLC FOR 28 PALLETS OF HAND SANITIZERS FOR USE AND DISTRIBUTION BY THE HEALTH DEPARTMENT, HAVING A FAIR MARKET VALUE FOR EACH BOTTLE TO BE \$0.99, THE TOTAL VALUE IS \$71,136.00 IN ACCORDANCE WITH RESOLUTION 2019-R-024, ALSO KNOWN AS THE CITY OF LAREDO DONATION ACCEPTANCE POLICY.**

**WHEREAS,** In accordance to the Donation Acceptance Policy for the City of Laredo, the Health Department will be able to receive a donation from Quick Aid. The donor, Quick Aid, will donate 28 pallets of ResQue 1st hand sanitizer bottles, sizes varying from 4oz, 8 oz, and 16 oz. The total value of the donation is \$71,136.00. The hand sanitizer will be used and distributed by health.

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

**Section 1:** The Interim City Manager is hereby authorized to accept the Donation Agreement from Quick Aid LLC for 28 pallets of hand sanitizers for use and distribution by the Health Department, having a fair market value for each bottle to be \$0.99, the total value is \$71,136.00 in accordance with Resolution 2019-R-024, also known as the City of Laredo Donation Acceptance Policy.

**Section 2:** No fiscal impact at this time.

**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:  
SYLVIA BORUNDA-FIRTH**

**ACTING CITY ATTORNEY**

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**SYLVIA BORUNDA-FIRTH  
ACTING CITY ATTORNEY**

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Riazul Mia, Assistant City Manager

**Staff Source:** Juan J. Gomez, Parks & Recreation Department Director, Miguel Pescador, Purchasing Agent

**SUBJECT**



**Dynamic and Sustainable**

Consideration to award a contract to Marathon Fitness BuyBoard contract No. 583-19 in the total amount of \$61,336.50 for the purchase and installation of replacement exercise equipment at various recreation centers. The purchase of this equipment shall be made utilizing the BuyBoard Cooperative Purchasing Program. The purchase and installation shall take approximately thirty to sixty days upon placement of order. Funding is available in the Parks & Recreation Department of General Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

Authorized participation in the BuyBoard Cooperative Purchasing Program.

**BACKGROUND**

This exercise equipment will be installed at El Eden Recreation Center, North East Hillside Recreation Center, North Central Park Recreation Center, and the Fasken Recreation Center. The purchase and installation shall take approximately thirty to sixty days upon placement of order.

Summary:

Description	Qty	Unit Price	Ext. Price	Location
Precor 835 Treadmill	2	\$ 6,856.50	\$ 13,713.00	El Eden Recreation Center
Equipment Installation	1	\$ 400.00	\$ 400.00	
Freight	1	\$ 600.00	\$ 600.00	
Discount	1	< \$ 150.00>	< \$ 150.00>	

Precor Chrono Power Spinner	4	\$ 2,166.50	\$ 8,666.00	
Equipment Installation	1	\$ 460.00	\$ 460.00	
Freight	1	\$ 680.00	\$ 680.00	
Adoptive Motion Trainer	2	\$ 7,136.50	\$ 14,273.00	N.E. Hillside Recreation Center
Equipment Installation	1	\$ 400.00	\$ 400.00	
Freight	1	\$ 600.00	\$ 600.00	
Discount	1	< \$ 150.00>	< \$ 150.00>	
Precor 835 Treadmill	1	\$ 6,856.50	\$ 6,856.50	North Central Park Rec. Center
Equipment Installation	1	\$ 200.00	\$ 200.00	
Freight	1	\$ 300.00	\$ 300.00	
Discount	1	< \$ 75.00>	< \$ 75.00>	
Precor 835 Treadmill	2	\$ 6,856.50	\$ 6,856.50	Fasken Recreation Center
Equipment Installation	1	\$ 400.00	\$ 400.00	
Freight	1	\$ 600.00	\$ 600.00	
Discount	1	< \$ 150.00>	< \$ 150.00>	
Grand Total			\$ 61,336.50	

**COMMITTEE RECOMMENDATION**

None

**STAFF RECOMMENDATION**

It is recommended that this purchase contract be approved.

**Fiscal Impact**

**Fiscal Year:** 2022

**Budgeted Y/N?:** Yes

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Funding for the purchase of equipment is available in the following accounts:

101-3125-555-9001

101-3125-552-2400

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**Attachments**

Marathon Fitness BuyBoard Contract

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101-3125-555-9901



www.MarathonFitness.com  
 P.O. Box 17705  
 Sugar Land, TX 77496  
 Tel:(800) 391-9496 Fax:(888) 240-9360

**Sales Proposal**

Date Feb 18, 2022	Page Page 1 of 1
Proposal Number QT0028834	

Printed On 2/18/2022  
 At 11:28:08AM

**Bill To:**

Laredo Parks and Rec Department  
 City of Laredo  
 Attn: Accts. Payable/Anita Stanley  
 Laredo, TX 78043

**Ship To:**

EL EDEN REC CENTER  
 4735 LOMA VISTA DR  
 LAREDO, TX 78046

Salesperson		Proposal Valid Until		Terms	
Raymond Quivey		3/20/2022		Net 30	
Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
2	TRM 835-B NP	Precor 835 TRM Treadmill, 120v - P31 Console (Tungsten Shroud/Black Frame)	\$ 9,795.00	\$ 8,856.50	\$ 13,713.00
1	FREIGHT	Freight	\$ 600.00	\$ 600.00	\$ 600.00
1	EQUIP INSTALL	Equipment Installation	\$ 400.00	\$ 400.00	\$ 400.00
-1	VOLUME DISCOUNT	Freight and installation discount **Applies with all proposals approved and installed same day**	\$ 150.00	\$ 150.00	\$ -150.00
	BUY BOARD	BUY BOARD INFORMATION Vendor: Team Marathon Fitness, Address: PO Box 17705, Sugar Land, TX 77496 Phone: (281) 565-2307, Contact: Paul Croegaert, Email: paul@marathonfitness.com Federal ID: 68-05446644, Contract: Athletic, PE & Gym.Supplies H.D. Exercise Eq. & Accessories #583-19, Effective Date: 4/1/2019			
<p>I accept the terms and conditions of this proposal. Prices are valid for 30 days. Equipment remains the property of Marathon Fitness until paid in full.</p> <p>Mastercard, American Express, or VISA are accepted and subject to a 3% convenience fee.</p> <p>Signature: _____ PO# _____</p> <p>Printed Name: _____ Title: _____</p> <p><b>DELIVERY INSTRUCTIONS:</b></p> <p>Must arrive by ___ / ___ / _____ Loading Dock: Yes ___ No ___</p>			<p>Subtotal \$ 14,563.00</p> <p>Sales Tax 0.00% \$ 0.00</p> <p><b>Total \$ 14,563.00</b></p>		

101-3125-552-2400



**Marathon Fitness**  
Fitness Center Specialists

www.MarathonFitness.com  
P.O. Box 17705  
Sugar Land, TX 77496  
Tel:(800) 391-9496 Fax:(888) 240-9360

**Sales Proposal**

Date Mar 8, 2022	Page Page 1 of 1
Proposal Number QT0029082	

Printed On 3/8/2022  
At 3:20:06PM

**Bill To:**

Laredo Parks and Rec Department  
City of Laredo  
Attn: Accts. Payable/Anita Stanley  
Laredo, TX 78043

**Ship To:**

EL EDEN REC CENTER  
4735 LOMA VISTA DR  
LAREDO, TX 78046

Salesperson		Proposal Valid Until	Terms		
Clint Cooper		4/7/2022	Net 30		
Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
4	SBK 869	Precor: Chrono Spinner Power, Aluminum Frame; Magnetic Brake/ Belt Drive, Self Generated with Power Console, Bluetooth	\$ 3,095.00	\$ 2,166.50	\$ 8,666.00
1	FREIGHT	Freight	\$ 680.00	\$ 680.00	\$ 680.00
1	EQUIP INSTALL	Equipment installation	\$ 460.00	\$ 460.00	\$ 460.00
	BUY BOARD	BUY BOARD INFORMATION Vendor: Team Marathon Fitness, Address: PO Box 17705, Sugar Land, TX 77496 Phone: (281) 565-2307, Contact: Paul Croegaert, Email: paul@marathonfitness.com Federal ID: 68-05440644, Contract: Athletic, PE & Gym. Supplies H.D. Exercise Eq. & Accessories #583-19, Effective Date: 4/1/2019			

I accept the terms and conditions of this proposal. Prices are valid for 30 days. Equipment remains the property of Marathon Fitness until paid in full.

Mastercard, American Express, or VISA are accepted and subject to a 3% convenience fee.

Signature: \_\_\_\_\_ PO# \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**DELIVERY INSTRUCTIONS:**

Must arrive by \_\_\_ / \_\_\_ / \_\_\_\_\_ Loading Dock: Yes \_\_\_ No \_\_\_

Subtotal \$ 9,806.00  
Sales Tax 0.00% \$ 0.00

**Total \$ 9,806.00**





www.MarathonFitness.com  
 P.O. Box 17705  
 Sugar Land, TX 77496  
 Tel:(800) 391-9496 Fax:(888) 240-9360

# Sales Proposal

Date Feb 18, 2022	Page Page 1 of 1
Proposal Number QT0028835	

Printed On 2/18/2022  
 At 11:32:00AM

### Bill To:

Laredo Parks and Rec Department  
 City of Laredo  
 Attn: Accts. Payable/Anita Stanley  
 Laredo, TX 78043

### Ship To:

NE HILLSIDE RECREATION CENTER  
 320 WYOMING ST  
 LAREDO, TX 78041

Salesperson		Proposal Valid Until		Terms	
Raymond Quivey		3/20/2022		Net 30	
Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
2	AMT 835-B NP	Precor 835 AMT- Adaptive Motion Trainer with Open Stride - P31 Console (Tungsten Shroud/Black Frame)	\$ 10,195.00	\$ 7,138.50	\$ 14,273.00
1	FREIGHT	Freight	\$ 600.00	\$ 600.00	\$ 600.00
1	EQUIP INSTALL	Equipment Installation	\$ 400.00	\$ 400.00	\$ 400.00
-1	VOLUME DISCOUNT	Freight and installation Discount	\$ 150.00	\$ 150.00	\$ -150.00
	BUY BOARD	**Applies with all proposals approved and installed same day**  BUY BOARD INFORMATION Vendor: Team Marathon Fitness, Address: PO Box 17705, Sugar Land, TX 77496 Phone: (281) 565-2307, Contact: Paul Croegaert, Email: paul@marathonfitness.com Federal ID: 68-05446644, Contract: Athletic, PE & Gym Supplies H.D. Exercise Eq. & Accessories #583-19, Effective Date: 4/1/2019			

Subtotal	\$ 15,123.00
Sales Tax 0.00%	\$ 0.00

<b>Total</b>	<b>\$ 15,123.00</b>
--------------	---------------------

I accept the terms and conditions of this proposal. Prices are valid for 30 days. Equipment remains the property of Marathon.Fitness until paid in full.

Mastercard, American Express, or VISA are accepted and subject to a 3% convenience fee.

Signature: \_\_\_\_\_ PO# \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

### DELIVERY INSTRUCTIONS:

Must arrive by \_\_\_/\_\_\_/\_\_\_\_\_ Loading Dock: Yes \_\_\_ No \_\_\_







www.MarathonFitness.com  
 P.O. Box 17705  
 Sugar Land, TX 77496  
 Tel:(800) 391-9496 Fax:(888) 240-9360

# Sales Proposal

Date Feb 18, 2022	Page Page 1 of 1
Proposal Number QT0028836	

Printed On 2/18/2022  
 At 11:36:10AM

### Bill To:

Laredo Parks and Rec Department  
 City of Laredo  
 Attn: Accts. Payable/Anita Stanley  
 Laredo, TX 78043

### Ship To:

NORTH CENTRAL PARK  
 10202 INTERNATIONAL BLVD  
 LAREDO, TX 78045  
 UNITED STATES

Salesperson		Proposal Valid Until		Terms	
Raymond Quivey		3/20/2022		Net 30	
Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
1	TRM 835-B NP	Precor 835 TRM Treadmill, 120v - P31 Console (Tungsten Shroud/Black Frame)	\$ 9,795.00	\$ 6,856.50	\$ 6,856.50
1	FREIGHT	Freight	\$ 300.00	\$ 300.00	\$ 300.00
1	EQUIP INSTALL	Equipment Installation	\$ 200.00	\$ 200.00	\$ 200.00
-1	VOLUME DISCOUNT	Freight and Installation Discount	\$ 75.00	\$ 75.00	\$ -75.00
	BUY BOARD	BUY BOARD INFORMATION Vendor: Team Marathon Fitness, Address: PO Box 17705, Sugar Land, TX 77496 Phone: (281) 565-2307, Contact: Paul Croegaert, Email: paul@marathonfitness.com Federal ID: 68-05448644, Contract: Athletic, PE & Gym Supplies H.D. Exercise Eq. & Accessories #583-19, Effective Date: 4/1/2019			

Subtotal	\$ 7,281.50
Sales Tax 0.00%	\$ 0.00

I accept the terms and conditions of this proposal. Prices are valid for 30 days. Equipment remains the property of Marathon Fitness until paid in full.

Mastercard, American Express, or VISA are accepted and subject to a 3% convenience fee.

Signature: \_\_\_\_\_ PO# \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

### DELIVERY INSTRUCTIONS:

Must arrive by \_\_\_ / \_\_\_ / \_\_\_\_\_ Loading Dock: Yes \_\_\_ No \_\_\_

<b>Total</b>	<b>\$ 7,281.50</b>
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www.MarathonFitness.com  
 P.O. Box 17705  
 Sugar Land, TX 77496  
 Tel:(800) 391-9496 Fax:(888) 240-9360

# Sales Proposal

Date Feb 18, 2022	Page Page 1 of 1
Proposal Number QT0028833	

Printed On 2/18/2022  
 At 11:23:19AM

### Bill To:

Laredo Parks and Rec Department  
 City of Laredo  
 Attn: Accts. Payable/Anita Stanley  
 Laredo, TX 78043

### Ship To:

Fasken Rec. Center  
 15201 Cerralvo Dr.  
 Laredo, TX 78045  
 Anita Stanley

Salesperson		Proposal Valid Until		Terms	
Raymond Quivey		3/20/2022		Net 30	
Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
2	TRM 835-B NP	Precor 835 TRM Treadmill, 120v - P31 Console (Tungsten Shroud/Black Frame)	\$ 9,795.00	\$ 6,856.50	\$ 13,713.00
1	FREIGHT	Freight	\$ 600.00	\$ 600.00	\$ 600.00
1	EQUIP INSTALL	Equipment Installation	\$ 400.00	\$ 400.00	\$ 400.00
-1	VOLUME DISCOUNT	Freight and Installation discount	\$ 150.00	\$ 150.00	\$ -150.00
	BUY BOARD	**Applies with all proposals approved and installed same day**  BUY BOARD INFORMATION Vendor: Team Marathon Fitness, Address: PO Box 17705, Sugar Land, TX 77496 Phone: (281) 565-2307, Contact: Paul Croegaert, Email: paul@marathonfitness.com Federal ID: 68-05448644, Contract: Athletic, PE & Gym.Supplies H.D. Exercise Eq. & Accessories #583-19, Effective Date: 4/1/2019			

Subtotal	\$ 14,563.00
Sales Tax 0.00%	\$ 0.00
<b>Total</b>	<b>\$ 14,563.00</b>

I accept the terms and conditions of this proposal. Prices are valid for 30 days. Equipment remains the property of Marathon Fitness until paid in full.

Mastercard, American Express, or VISA are accepted and subject to a 3% convenience fee.

Signature: \_\_\_\_\_ PO# \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

### DELIVERY INSTRUCTIONS:

Must arrive by \_\_\_ / \_\_\_ / \_\_\_\_\_ Loading Dock: Yes \_\_\_ No \_\_\_



**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Riazul Mia, Assistant City Manager

**Staff Source:** Juan J. Gomez, Jr., Parks & Recreation Department Director; Miguel Pescador Purchasing Agent

**SUBJECT**

Consideration to ratify a supply contract with BuyBoard vendor BSN Sports LLC, Dallas, TX, for a cumulative amount of \$56,950.20 and to further authorize future related expenditures for an additional amount not to exceed \$100,000.00 for the purchase of sports and playground equipment for the Parks & Recreation Department in order to make repairs to placescape. This annual contract shall utilize the BuyBoard Cooperative Purchasing Program. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Funding for this contract is available in the General Fund - Parks & Recreation Department.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

Authorized participation in the BuyBoard Cooperative Purchasing Program

**BACKGROUND**

Staff is requesting authorization to purchase sports and playground equipment utilizing the BuyBoard Cooperative Purchasing Program for the Parks and Recreation Department. All sports equipment shall be purchase on an as need basis. Staff recommends awarding the contract utilizing the BuyBoard’s cooperative purchasing program contract pricing.

BSN Sports LLC.

Contract	Description
583-19	Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy Duty Exercise Equipment and Related Accessories
592-19	Parks and Recreation Equipment and Field Lighting Products

613-20	Swimming Pool Chemicals, Supplies and Equipment
--------	---

**COMMITTEE RECOMMENDATION**

None

**STAFF RECOMMENDATION**

Staff recommends the approval of this contract.

---

**Fiscal Impact**

**Fiscal Year:** 2022  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 101-3115-552-0920  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

All sports and playground equipment will be purchased on an as need basis. The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

---

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Riazul Mia, Assistant City  
Manager

**Staff Source:** Juan J. Gomez, Jr., Parks & Recreation Department Director; Miguel  
Pescador, Purchasing Agent

---

**SUBJECT**

Authorizing the Interim City Manager to execute a purchase contract with Fun Abounds, Inc., Sugar Land, Texas for the purchase and installation of:

- 1) Playground equipment at the M.E. Benavides Sports Complex located at 600 South Bartlett, Laredo, Texas, in the amount of \$58,853.00;
- 2) ADA Playground equipment at the Freddie Benavides Park located at 2201 Zacatecas, Laredo, Texas, in the amount of \$76,510.00.

These purchases shall be made utilizing the BuyBoard Cooperative Purchasing Program. The estimated time for completion of projects is 120 working days upon receipt of contracts. Funding is available in the 2019 and 2021A CO Bond

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

Authorized participation in the BuyBoard Cooperative Purchasing Program

**BACKGROUND**

Staff is requesting authorization to purchase and install of ADA equipment and exercise equipment at the M.E. Benavides Sports Complex and Freddy Benavides Park for the Parks and Recreation Department. All payment bonds, insurance, labor, materials, equipment, and services are included in total price. Staff recommends awarding the contract utilizing the BuyBoard's cooperative purchasing program contract pricing. Estimated time for completion of projects is 120 working days upon receipt of contracts.

Fun Abound Inc.  
BuyBoard Contract #592-19

<b>M.E. Benavides Sports Complex</b>			
Description	Qty	Unit Cost	Ext. Cost
BCI Burke Nucleus (ages 2-5)	1	\$ 43,085.00	\$ 43,085.00
Freight	1	\$ 4,849.95	\$ 4,849.95
Installation	1	\$ 18,500.05	\$ 18,500.05
APS Border Surfacing	35	\$ 95.14286	\$ 3,330.00
ADA Ramp	1	\$ 770.00	\$ 770.00
Payment Bond	1	\$ 985.00	\$ 985.00
Discount	1	<\$12,667.00>	<\$12,667.00>
		Total	\$ 58,853.00
<b>Freddy Benavides Park (ADA Area)</b>			
Description	Qty	Unit Cost	Ext. Cost
BCI Burke Nucleus (ages 5-12)	1	\$ 28,414.00	\$ 28,414.00
Poured in Place Surface	1,200	\$ 20.46662	\$ 24,559.94
Compacted Stone Aggregate	1,200	\$ 8.33331	\$ 9,999.97
Freight	1	\$ 3,008.06	\$ 3,008.06
Installation	1	\$ 17,500.77	\$ 17,500.77
Payment Bond	1	\$ 985.00	\$ 985.00
Equipment Discount	1	<\$1,972.74>	<\$ 1,972.74>
Loyalty Discount	1	<\$5,985.00>	<\$5,985.00>
		Total	\$ 76,510.00
		Grand Total	<b>\$ 135,363.00</b>

**COMMITTEE RECOMMENDATION**

None

**STAFF RECOMMENDATION**

Staff recommends the approval of these contracts.

---

**Fiscal Impact**

**Fiscal Year:** 2022

**Budgeted Y/N?:** Yes

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Funding for M.E. Benavides Sport Complex project is available in the following accounts:

Account# 474-9878-535-9301 Amount: \$ 58,853.00

Funding for Freddy Benavides Park project is available in the following accounts:

Account# 473-3118-535-9301 Amount: \$ 20,000.00

Account# 474-9878-535-9301 Amount: 56,510.00

---

**Attachments**

BuyBoard Contract F Benavides

BuyBoard Contract ME Benavides

---



"creating playground memories filled with fun"

fun abounds, inc.  
 114 Venice  
 Sugar Land, TX. 77478  
 855-226-8637 phone  
 281-265-0043 Fax  
 Leigh Walden, President  
 lwalden@fabplaygrounds.com  
 www.fabplaygrounds.com

# Estimate

Date	Estimate #
3/9/2022	8061

Ruben Cardenas  
 Playground Specialist  
 Rio Grande Valley  
 ruben@fabplaygrounds.com  
 956-733-2216

We are pleased to provide this estimate for

City of Laredo  
 5512 Thomas Avenue  
 Laredo, TX 78041

Ship to:

FREDDY BENAVIDES  
 ADA AREA

Rep	Terms	Project
RC	Due upon receipt...	Freddy Benavides

Item	Description	Qty	Rate	Total
	Buyboard #592-19			
	FREDDY BENAVIDES ADA AREA			
Burke	BCI Burke Custom Playground <ul style="list-style-type: none"> <li>• Project Name: Freddy BENAVIDES Park</li> <li>• Project Number: 125-150838-1</li> <li>• User Capacity: 19</li> <li>• Age Groups: Ages 5-12 years</li> <li>• Dimensions: 40' 3" x 24' 11"</li> <li>• Designer Name: Tyler Hess</li> </ul>	1	28,414.00	28,414.00
BCIMAIN	BCI Burke Maintenance Kit-FREE		0.00	0.00
NPPS Safety Kit	NPPS Supervision Safety Kit - FREE		0.00	0.00
Freight	Freight (firm quote TBD at time of order)	1	3,008.06	3,008.06
	Subtotal of Features			31,422.06
Discount	EQUIPMENT DISCOUNT		-1,972.74	-1,972.74
	INSTALLATION			
Installation	Installation of Burke Equipment	1	17,500.77	17,500.77

Thank you for allowing us to submit this proposal.

**Subtotal**

**PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.**

**Thank you! We appreciate the opportunity to earn your business!**

**Sales Tax..**

**Total**

City of Houston WBE  
 (Women's Business Enterprise)  
 Certificate #20-2-11596

Signature

We are proud of a job well done and may spotlight your project on our social media. If we do not have your permission to do so, please notify us. Thank you!





"creating playground memories filled with fun"

fun abounds, inc.  
 114 Venice  
 Sugar Land, TX. 77478  
 855-226-8637 phone  
 281-265-0043 Fax  
 Leigh Walden, President  
 lwalden@fabplaygrounds.com  
 www.fabplaygrounds.com

Estimate	
Date	Estimate #
3/9/2022	8061

Ruben Cardenas  
 Playground Specialist  
 Rio Grande Valley  
 ruben@fabplaygrounds.com  
 956-733-2216

We are pleased to provide this estimate for

City of Laredo  
 5512 Thomas Avenue  
 Laredo, TX 78041

Ship to:		
FREDDY BENAVIDES ADA AREA		
Rep	Terms	Project
RC	Due upon receipt...	Freddy Benavides

Item	Description	Qty	Rate	Total
Poured In Place	SURFACING Poured In Place 3" THICK 1400sqft - 50/50  COLORS: blue, green, beige, gold, red, light blue, bright green, gray all same price with black  ****NOTE *Purchaser shall be responsible for security, as needed, to prevent vandalism and/or damage of any type to the surface during the installation process, curing time and after the installation is complete.	1,200	20.46662	24,559.94
Compacted Agg...	Compacted Stone Aggregate Base; approx. 2" thick Subtotal of Features	1,200	8.33331	9,999.97
Discount	LOYAL CUSTOMER DISCOUNT		-5,985.00	-5,985.00
Bonds	4 Original Payment Bonds	1	985.00	985.00

Thank you for allowing us to submit this proposal.

**Subtotal**

**PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.**

**Thank you! We appreciate the opportunity to earn your business!**

**Sales Tax..**

**Total**

City of Houston WBE  
 (Women's Business Enterprise)  
 Certificate #20-2-11596

Signature

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"creating playground memories filled with fun"

fun abounds, inc.  
 114 Venice  
 Sugar Land, TX. 77478  
 855-226-8637 phone  
 281-265-0043 Fax  
 Leigh Walden, President  
 lwalden@fabplaygrounds.com  
 www.fabplaygrounds.com

# Estimate

Date	Estimate #
3/9/2022	8061

Ruben Cardenas  
 Playground Specialist  
 Rio Grande Valley  
 ruben@fabplaygrounds.com  
 956-733-2216

We are pleased to provide this estimate for

City of Laredo  
 5512 Thomas Avenue  
 Laredo, TX 78041

Ship to:

FREDDY BENAVIDES  
 ADA AREA

Rep	Terms	Project
RC	Due upon receipt...	Freddy Benavides

Item	Description	Qty	Rate	Total
	NOTES: 1. Client will remove existing surfacing until soil is reached. 2. Client will prep site at 5 inch depth from top of concrete curb. 3. Current Lead Times for Equipment is 8 - 10 weeks (May change at anytime) 4. PRICE GOOD FOR 30 DAYS			

Thank you for allowing us to submit this proposal.

**Subtotal**

**PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.**

**Thank you! We appreciate the opportunity to earn your business!**

**Sales Tax..**

**Total**

City of Houston WBE  
 (Women's Business Enterprise)  
 Certificate #20-2-11596

Signature

We are proud of a job well done and may spotlight your project on our social media. If we do not have your permission to do so, please notify us. Thank you!



"creating playground memories filled with fun"

fun abounds, inc.  
 114 Venice  
 Sugar Land, TX. 77478  
 855-226-8637 phone  
 281-265-0043 Fax  
 Leigh Walden, President  
 lwalden@fabplaygrounds.com  
 www.fabplaygrounds.com

# Estimate

Date	Estimate #
3/9/2022	8061

Ruben Cardenas  
 Playground Specialist  
 Rio Grande Valley  
 ruben@fabplaygrounds.com  
 956-733-2216

We are pleased to provide this estimate for

City of Laredo  
 5512 Thomas Avenue  
 Laredo, TX 78041

Ship to:		
FREDDY BENAVIDES ADA AREA		
Rep	Terms	Project
RC	Due upon receipt...	Freddy Benavides

Item	Description	Qty	Rate	Total
Note	Pricing is for the above listed equipment only, and does not include additional insured addendum, additional insurance, storage, security, or any applicable taxes, bonds, additional insurance or permits. Orders canceled after an order has been received, a minimum of 5% restocking to full replacement pricing of item will be required. Price valid for 30 days.		0.00	0.00
Force Majeure	No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease, contagion, strikes, or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be re-assessed.		0.00	0.00

Thank you for allowing us to submit this proposal.

**Subtotal**

**PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.**

**Thank you! We appreciate the opportunity to earn your business!**

**Sales Tax..**

**Total**

City of Houston WBE  
 (Women's Business Enterprise)  
 Certificate #20-2-11596

Signature

We are proud of a job well done and may spotlight your project on our social media. If we do not have your permission to do so, please notify us. Thank you!



"creating playground memories filled with fun"

fun abounds, inc.  
 114 Venice  
 Sugar Land, TX. 77478  
 855-226-8637 phone  
 281-265-0043 Fax  
 Leigh Walden, President  
 lwalden@fabplaygrounds.com  
 www.fabplaygrounds.com

# Estimate

Date	Estimate #
3/9/2022	8061

Ruben Cardenas  
 Playground Specialist  
 Rio Grande Valley  
 ruben@fabplaygrounds.com  
 956-733-2216

We are pleased to provide this estimate for

City of Laredo  
 5512 Thomas Avenue  
 Laredo, TX 78041

Ship to:

FREDDY BENAVIDES  
 ADA AREA

Rep	Terms	Project
RC	Due upon receipt...	Freddy Benavides

Item	Description	Qty	Rate	Total
Schedule	There are times due to weather or unforeseen circumstances that we might have to reschedule. In an effort to provide excellent customer service we will notify you should rescheduling be necessary. We appreciate your understanding as we pride ourselves on providing attention and detail to every project.		0.00	0.00
Poured In Place...	Purchaser shall be responsible for security, as needed, to prevent vandalism and/or damage of any type to the surface during the installation process, curing time and after the installation is complete.		0.00	0.00
Schedule	There are times due to weather or unforeseen circumstances that we might have to reschedule. In an effort to provide excellent customer service we will notify you should rescheduling be necessary. We appreciate your understanding as we pride ourselves on providing attention and detail to every project.		0.00	0.00

Thank you for allowing us to submit this proposal.

**Subtotal**

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**Total**

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3/9/2022	8061

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City of Laredo 5512 Thomas Avenue Laredo, TX 78041

Ship to:		
FREDDY BENAVIDES ADA AREA		
Rep	Terms	Project
RC	Due upon receipt...	Freddy Benavides

Item	Description	Qty	Rate	Total
Site Prep	Site must be within 1% of final subgrade prior to installation. If any LOOSE rock is required for surfacing base or drainage it must be installed after playground installation.		0.00	0.00
Site Access	If site access is restricted in any way there could be an additional charge		0.00	0.00
Nondisclosed u...	We make every effort to ensure that we are working in areas free of utilities. In the event an object is disturbed or damaged and the client has failed to make us aware of their utilities it will be the Client's responsibility.		0.00	0.00
Rock Clause	In the event, we run into excessive rock, we will partner with you as to how to best handle the situation. There may be an additional charge.		0.00	0.00
Credit Cards	Payments made with credit cards will require an additional 3.10% service fee.		0.00	0.00
Finance Charge	Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.		0.00	0.00

Thank you for allowing us to submit this proposal.	<b>Subtotal</b>
--	-----------------

**PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.  
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<b>Sales Tax..</b>
<b>Total</b>

City of Houston WBE  
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Estimate	
Date	Estimate #
3/9/2022	8061

Ruben Cardenas  
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 ruben@fabplaygrounds.com  
 956-733-2216

We are pleased to provide this estimate for

---

City of Laredo  
 5512 Thomas Avenue  
 Laredo, TX 78041

Ship to:

---

FREDDY BENAVIDES  
 ADA AREA

Rep	Terms	Project
RC	Due upon receipt...	Freddy Benavides

Item	Description	Qty	Rate	Total
HUB Certificate	Certificate/VID Number: 1364766562200 File/Vendor Number: 496631 Approval Date: 25-MAR-2020 Scheduled Expiration Date: 25-MAR-2024		0.00	0.00

Thank you for allowing us to submit this proposal.	<b>Subtotal</b>	\$76,510.00
<b>PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment. Thank you! We appreciate the opportunity to earn your business!</b>	<b>Sales Tax..</b>	\$0.00
	<b>Total</b>	\$76,510.00

City of Houston WBE  
 (Women's Business Enterprise)  
 Certificate #20-2-11596

Signature \_\_\_\_\_

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Estimate	
Date	Estimate #
3/22/2022	8060

Ruben Cardenas  
 Playground Specialist  
 Rio Grande Valley  
 ruben@fabplaygrounds.com  
 956-733-2216

We are pleased to provide this estimate for
City of Laredo 5512 Thomas Avenue Laredo, TX 78041

Ship to:		
M.E. Benavides Sports Complex		
Rep	Terms	Project
RC	Due upon receipt...	M.E. Benavides ...

Item	Description	Qty	Rate	Total
	Buyboard #592-19			
	M.E. BENAVIDES SPORTS COMPLEX			
Burke	BCI Burke - Nucleus NU-3069	1	43,085.00	43,085.00
	Ages: 5-12 ASTM Use Zone: 36' x 33' Capacity: 38 Fall Height: 144" Play Events: 9			
Discount	EARLY BIRD SALE- ENDS MARCH 31ST 2022		-12,667.00	-12,667.00
Freight	Freight (firm quote TBD at time of order)	1	4,849.95	4,849.95
	Subtotal of Features			35,267.95
	INSTALLATION			
Installation	Installation of Nucleus NU-3069	1	18,500.05	18,500.05
	Subtotal of Features			18,500.05

Thank you for allowing us to submit this proposal.

**Subtotal**

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**Sales Tax..**

**Total**

City of Houston WBE  
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3/22/2022	8060

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City of Laredo  
 5512 Thomas Avenue  
 Laredo, TX 78041

Ship to:		
M.E. Benavides Sports Complex		
Rep	Terms	Project
RC	Due upon receipt...	M.E. Benavides ...

Item	Description	Qty	Rate	Total
APS-Border12"	SURFACING 12" APS Playground Border with Surfacing Guide and 1 spike  DOES NOT INCLUDE INSTALL or EWF	35	95.14286	3,330.00
APS ADA HAL...	ADA Half Ramp (for use with 8" or 12" timbers) Subtotal of Features	1	770.00	770.00 4,100.00
Bonds	4 Original Payment bonds	1	985.00	985.00
	NOTES:  1. Any additional site work will come with a fee. (Site Visit Required)  2. Lead times for Equipment currently at 8 - 10 weeks (Can change at anytime)			

Thank you for allowing us to submit this proposal.

<b>Subtotal</b>
-----------------

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<b>Sales Tax..</b>
<b>Total</b>

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Ship to:		
M.E. Benavides Sports Complex		
Rep	Terms	Project
RC	Due upon receipt...	M.E. Benavides ...

Item	Description	Qty	Rate	Total
Note	Pricing is for the above listed equipment only, and does not include additional insured addendum, additional insurance, storage, security, or any applicable taxes, bonds, additional insurance or permits. Orders canceled after an order has been received, a minimum of 5% restocking to full replacement pricing of item will be required. Price valid for 30 days.		0.00	0.00
Schedule	There are times due to weather or unforeseen circumstances that we might have to reschedule. In an effort to provide excellent customer service we will notify you should rescheduling be necessary. We appreciate your understanding as we pride ourselves on providing attention and detail to every project.		0.00	0.00

Thank you for allowing us to submit this proposal.	<b>Subtotal</b>
<b>PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.          Thank you! We appreciate the opportunity to earn your business!</b>	<b>Sales Tax..</b>
	<b>Total</b>

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Ship to:		
M.E. Benavides Sports Complex		
Rep	Terms	Project
RC	Due upon receipt...	M.E. Benavides ...

Item	Description	Qty	Rate	Total
Force Majeure	No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease, contagion, strikes, or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be re-assessed.		0.00	0.00
Nondisclosed u...	We make every effort to ensure that we are working in areas free of utilities. In the event an object is disturbed or damaged and the client has failed to make us aware of their utilities it will be the Client's responsibility.		0.00	0.00
Poured In Place...	Purchaser shall be responsible for security, as needed, to prevent vandalism and/or damage of any type to the surface during the installation process, curing time and after the installation is complete.		0.00	0.00

Thank you for allowing us to submit this proposal.

<b>Subtotal</b>
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<b>Sales Tax..</b>
<b>Total</b>

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Estimate	
Date	Estimate #
3/22/2022	8060

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We are pleased to provide this estimate for

City of Laredo  
 5512 Thomas Avenue  
 Laredo, TX 78041

Ship to:		
M.E. Benavides Sports Complex		
Rep	Terms	Project
RC	Due upon receipt...	M.E. Benavides ...

Item	Description	Qty	Rate	Total
Site Access	If site access is restricted in any way there could be an additional charge		0.00	0.00
Site Prep	Site must be within 1% of final subgrade prior to installation. If any LOOSE rock is required for surfacing base or drainage it must be installed after playground installation.		0.00	0.00
Credit Cards	Payments made with credit cards will require an additional 3.10% service fee.		0.00	0.00
Finance Charge	Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.		0.00	0.00
HUB Certificate	Certificate/VID Number: 1364766562200 File/Vendor Number: 496631 Approval Date: 25-MAR-2020 Scheduled Expiration Date: 25-MAR-2024		0.00	0.00

Thank you for allowing us to submit this proposal.	<b>Subtotal</b>	\$58,853.00
<b>PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.          Thank you! We appreciate the opportunity to earn your business!</b>	<b>Sales Tax..</b>	\$0.00
	<b>Total</b>	\$58,853.00

City of Houston WBE  
 (Women's Business Enterprise)  
 Certificate #20-2-11596

Signature \_\_\_\_\_

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**City Council-Regular**

**Meeting Date:** 04/04/2022  
**Initiated By:** Riazul Mia, Assistant City Manager  
**Initiated By:** Erika Alcorta  
**Staff Source:** Robert Peña

**SUBJECT**

Consideration to award purchasing contract to Cubic Trafficware, under Buy Board Contract #608-20 Highway Safety and Traffic Control Products, in the total amount of \$172,000.00 for enhanced traffic controller cabinets for Traffic Signals on Killam Industrial/Sara Road, Del Mar/Rocio, Del Mar/BroadCrest, Ejido/Sierra Vista, Ejido/Chacota, International/Simon Bolivar, Simon Bolivar/Bucky Houdmann, Concord Hills/Los Presidentes. Funding is available in General Fund - Traffic Department and the 2021A CO Bond.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

Purchasing Controller Cabinets, loadbays and loop detection for the Traffic Signal Projects.

Item	Project	Project Number	Account #	Budget	Department	Cabinet(s)
1	Traffic Signals -Wood to Steel Poles	TP2101	474-9878-535-9301	\$450,000.00	Traffic	4
2	Traffic Signal - Del Mar / Rocio	TP2104	474-9878-535-9301	\$200,000.00	Traffic	1
3	Traffic Signal - Killam / Sara	TP2106	474-9878-535-9301	\$250,000.00	Traffic	1
4	Traffic Signal - Ejido / Sierra Vista	TP2107	474-9878-535-9301	\$200,000.00	Traffic	1
5	Traffic Signal - Ejido / Chacota	TP2108	474-9878-535-9301	\$200,000.00	Traffic	1
6	Traffic Signal - International Dr. / Simon Bolivar	TP2109	474-9878-535-9301	\$200,000.00	Traffic	1
7	Traffic Signal - Simon Bolivar / Bucky Houdmann	TP2110	474-9878-535-9301	\$200,000.00	Traffic	1
8	Traffic Signal - Del Mar / Broadcrest Dr.	TP2111	474-9878-535-9301	\$200,000.00	Traffic	1
9	Traffic Signal - Concord Hills / Los Presidentes	TP2112	474-9878-535-9301	\$200,000.00	Traffic	1
10	Traffic Signal - Operations		101-2613-522-3045		Traffic	2

**COMMITTEE RECOMMENDATION**

None

**STAFF RECOMMENDATION**

Staff recommends approval of motion.

**Fiscal Impact**

**Fiscal Year:** 2022  
**Budgeted Y/N?:** Y  
**Source of Funds:** Various projects  
**Account #:** 474-9878-535-9301  
**Change Order: Exceeds 25% Y/N:**  
**FINANCIAL IMPACT:**

**Fiscal Year:** 2022  
**Budgeted Y/N?:**  
**Source of Funds:** General Fund  
**Account #:** 101-2613-525-9301  
**Change Order: Exceeds 25% Y/N:**  
**FINANCIAL IMPACT:**

**Attachments**





CLIENT	INTERSECTION/NOTES	CUBIC ITS, INC.
City of Laredo 5512 Thomas Laredo, Texas 78041 Attn: Pete Paredes Phone: 956-286-6983 or (956) 795-2550 Email: pparedes@ci.laredo.tx.us		522 Gillingham Lane Sugar Land, TX 77478 (281) 240-7233 Phone (281) 240-7238 Fax trafficwarecustomercare@cubic.com www.trafficware.com
REFERENCE		BUSINESS DEVELOPMENT MANAGER
<b>Quote #:</b> 2201-108B TXBI <b>RE:</b> 2022 Capital Projects  <b>Date:</b> March 01, 2022		<b>Contact:</b> Bill Ische <b>Cell Phone:</b> (214) 295-5256  <b>Email:</b> Bill.Ische@cubic.com

**QUOTATION FOR GOODS AND SERVICES**

Thank you for your quotation request. We are pleased to offer this quotation for goods and services as outlined under the terms and conditions noted below.

QTY	PART NUMBER	DESCRIPTION	\$/ EACH	\$/ TOTAL
14	70006-3044E-WC56010000	<b>Enhanced NEMA P-44 TS2 Type 1 Traffic Controller Cabinet, 16 Loadbay, 24 Loop Detection Rack</b>	\$12,225.00	\$171,150.00
1	980ATC-51024010	980ATC Controller- Type II controller		incl.
1	10100-TS2ADP	TS2-TS1 adapter cable		incl.
1	9000-1201-102	EDI MMU Smart Monitor		incl.
6	4501-0020-1	Flash Transfer Relay w Indicator		incl.
16	9000-0023	Loadswitch, Enhanced, Input/Output		incl.
1	9000-0001	Flasher		incl.
3	9000-1190-000	BIU		incl.
1	50128-2101	TS2 Shelf Mount Power Supply		incl.
		<b>NOTE: THESE PRODUCTS ARE AVAILABLE ON BUYBOARD REFERENCE CONTRACT 608-20 HIGHWAY SAFETY AND TRAFFIC CONTROL PRODUCTS</b>		
			<b>Total</b>	<b>\$171,150.00</b>

**TERMS AND NOTES:**

**Terms:** QUOTE VALID FOR 90 DAYS.  
 PRICES ARE IN US FUNDS.  
 NET 30 DAYS.  
 FREIGHT - FOB ORIGIN/FREIGHT INCLUDED.  
 TAXES ARE NOT INCLUDED. ALL ITEMS SUBJECT TO APPLICABLE TAXES. IF TAX EXEMPTION APPLIES PLEASE FURNISH NUMBER OR RESALE CERTIFICATE WITH PURCHASE ORDER.  
 DELIVERY 120-150 DAYS AFTER RECEIPT OF ORDER, FOR STANDARD ITEMS. FOR NON STANDARD ITEMS PLEASE ADD AN ADDITIONAL 60 DAYS.  
 THIS QUOTATION IS FOR PRODUCT ONLY. QUOTE DOES NOT INCLUDE TRAINING OR TURN-ON ASSISTANCE, UNLESS STATED IN QUOTE.

**Notes:** ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL.



CREDIT APPROVAL DELAYS MAY ADVERSELY AFFECT STANDARD DELIVERY TIMES.

CANCELLED ORDERS ON STANDARD ITEMS ARE SUBJECT TO A 25% RESTOCKING FEE. RESTOCKING FEE FOR CANCELLED ORDERS ON SPECIALTY OR CUSTOM MADE ITEMS WILL BE HIGHER.

PLEASE SEND ALL PURCHASE ORDERS TO [TRAFFICWARECUSTOMERCARE@CUBIC.COM](mailto:TRAFFICWARECUSTOMERCARE@CUBIC.COM) & MADE OUT TO **CUBIC ITS, INC.**

We appreciate the opportunity to provide this quotation!  
Regards,

*Bill Ische*

---

**COMPLIANCE:**

Customer represents and warrants that, in connection with the marketing, sales, and distribution of Trafficware Products, customer has complied and will comply with all applicable laws, including but not limited to: (1) anti-corruption laws (such as the U.S. Foreign Corrupt Practices Act) that prohibit directly or indirectly giving, offering, promising, requesting or accepting anything of value for the corrupt purpose of gaining a commercial benefit or advantage; and (2) U.S. export control and sanctions laws that regulate the disposition of U.S. -origin goods, software, and technology.

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Riazul Mia, Assistant City  
Manager

**Initiated By:** Erika Alcorta

**Staff Source:** Robert Peña

---

**SUBJECT**

Consideration to ratify a supply contract with HGAC vendor, Consolidated Traffic Controls, Inc, for a cumulative amount of \$169,531.00 and to further authorize future related expenditures for an additional amount not to exceed \$250,000.00 for the purchase of signal heads, pedestrian aluminum heads, visors, materials, and parts for the Traffic Safety Department. This annual contract shall utilize the HGAC Contract PE-05-21. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Funding for this contract is available in the 2021A CO Bond.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

Purchasing contract was awarded to Consolidated Traffic Controls Contract PE-05-21 in the total amount of \$125,000.00 for signal heads, pedestrian aluminum heads, visors, materials, and parts for the Traffic Signal Project.

**BACKGROUND**

Staff is requesting authorization to purchase Traffic Signal Equipment utilizing the H-GAC Contract for the Traffic Safety Department. Purchases will be done on an as needed basis.

Killam Industrial/Sara Road-Proj#TP2106

Del Mar/Rocio-Proj#TP2104

Del Mar/BroadCrest-Proj#TP2111

Ejido/Sierra Vista-Proj#TP2107

Ejido/Chacota-Proj#TP2108

International/Simon Bolivar-Proj#TP2109

Simon Bolivar/Bucky Houdmann-Proj#TP2110

Concord Hills/Los Presidentes-Proj#TP2112

**COMMITTEE RECOMMENDATION**



None.

## **STAFF RECOMMENDATION**

Staff recommends approval of this contract.

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### **Fiscal Impact**

**Fiscal Year:** 2022  
**Budgeted Y/N?:** Y  
**Source of Funds:** various projects  
**Account #:** 474-9878-535-9301  
**Change Order: Exceeds 25% Y/N:** Y

### **FINANCIAL IMPACT:**

All Traffic Signal Equipment will be purchased on an as needed basis. Equipment will be used for the following projects:

Killam Industrial/Sara Road-Proj#TP2106

Del Mar/Rocio-Proj#TP2104

Del Mar/BroadCrest-Proj#TP2111

Ejido/Sierra Vista-Proj#TP2107

Ejido/Chacota-Proj#TP2108

International/Simon Bolivar-Proj#TP2109

Simon Bolivar/Bucky Houdmann-Proj#TP2110

Concord Hills/Los Presidentes-Proj#TP2112

2021A-C.O Bond 474-9878-535-9301

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### **Attachments**

Consolidated Traffic Control-HGAC

Consolidated Traffic Control-HGAC Buy

---



**CONTRACT PRICING WORKSHEET**  
For Catalog & Price Sheet Type Purchases

Contract No.: PE-05-21

Date Prepared: 2/28/2022

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

<b>Buying Agency:</b> City of Laredo	<b>Contractor:</b> Consolidated Traffic Controls, Inc.
<b>Contact Person:</b> Pete Paredes	<b>Prepared By:</b> Mike Hancock
<b>Phone:</b> 956-795-2550	<b>Phone:</b> 281-352-5417
<b>Fax:</b>	<b>Fax:</b> 817-274-3610
<b>Email:</b> pparedes@ci.laredo.tx.us	<b>Email:</b> mhancock@ctc-traffic.com

<b>Catalog / Price Sheet Name:</b>	Traffic Control, Enforcement & Signal Preemption Equipment
<b>General Description of Product:</b>	Traffic Control Equipment

**A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary**  
(34) 3-sections need to be Vertical Mount

Line Number	Quan	Description	Unit Pr	Total
981	76	190110 16" Ped Head Aluminum Yellow with Clamshell	\$ 161.00	\$ 12,236.00
1002	144	PNS-10-501312GR Grounding Rod with Clamp and Wire	\$ 52.00	\$ 7,488.00
1893	110	190103TX 3 Section Alum Head (With Visor) TxDot Yellow	\$ 200.00	\$ 22,000.00
1898	110	192103RT 3 Sec Alum w/ 2" Reflective Tape	\$ 62.00	\$ 6,820.00
1911	110	201160-84 1Way, 3 Sec (84" Cable)	\$ 172.00	\$ 18,920.00
1932	110	820003 12" Green Ball	\$ 39.00	\$ 4,290.00
1934	110	820002 12" Yellow Ball	\$ 39.00	\$ 4,290.00
1936	110	820001 12" Red Ball	\$ 39.00	\$ 4,290.00
1941	34	190104TX 4 Section Alum Head (With Visor) TxDot Yellow(Horiz)	\$ 256.00	\$ 8,704.00
1947	34	192104RT 4 Sec Alum w/ 2" Reflective Tape	\$ 69.00	\$ 2,346.00
1956	34	201160-4-84 1Way, 4 Sec (84" Cable)	\$ 180.00	\$ 6,120.00
1971	34	820006 12" Green Arrow	\$ 42.00	\$ 1,428.00
1973	68	820005 12" Yellow Arrow	\$ 42.00	\$ 2,856.00
1975	34	820004 12" Red Arrow	\$ 42.00	\$ 1,428.00
1984	14	190105TX 5 Section Alum Head (With Visor) TxDot Yellow	\$ 332.00	\$ 4,648.00
1993	14	192105RT 5 Sec Alum W/ 2" Reflective Tape	\$ 85.00	\$ 1,190.00
2004	14	201160-5-84 1Way, 5 Sec (84" Cable)	\$ 188.00	\$ 2,632.00
2023	14	820006 12" Green Arrow	\$ 42.00	\$ 588.00
2024	14	820003 12" Green Ball	\$ 39.00	\$ 546.00
2025	14	820005 12" Yellow Arrow	\$ 42.00	\$ 588.00
2026	14	820002 12" Yellow Ball	\$ 39.00	\$ 546.00
2028	14	820001 12" Red Ball	\$ 39.00	\$ 546.00

Total From Other Sheets, If Any:

Subtotal A: \$ 114,500.00

**B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary**  
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
34	FYA sign (R10-17T); 36" x 42"	\$ 223.00	\$ 7,582.00
		\$	-
		\$	-
		\$	-

Total From Other Sheets, If Any:

Subtotal B: \$ 7,582.00

**Check:** The total cost of Unpublished Options (Subtotal B) cannot exceed 25% For this transaction the percentage is: 7%

**C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges**

Quan	Description	Unit Pr	Total
		\$	-
		\$	-
		Subtotal C:	\$ -

<b>HGACBuy</b>		<b>CONTRACT PRICING WORKSHEET</b> For Catalog & Price Sheet Type Purchases		Contract No.: PE-05-21	Date Prepared: 2/28/2022
<p><i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <b>MUST</b> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i></p>					
Buying Agency: City of Laredo			Contractor: Consolidated Traffic Controls, Inc.		
Contact Person: Pete Paredes			Prepared By: Mike Hancock		
Phone: 956-795-2550			Phone: 281-352-5417		
Fax:			Fax: 817-274-3610		
Email: pparedes@ci.laredo.tx.us			Email: mhancock@ctc-traffic.com		
Catalog / Price Sheet Name:		Traffic Control, Enforcement & Signal Preemption Equipment			
General Description of Product:		Traffic Control Equipment			
<p>A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary (34) 3-sections need to be Vertical Mount</p>					
Line Number	Quan	Description	Unit Pr	Total	
	Delivery Date: 30 to 45 Days ARO			D. Total Purchase Price (A+B+C): \$ 122,082.00	

<b>HGACBuy</b>		<b>CONTRACT PRICING WORKSHEET</b> For Catalog & Price Sheet Type Purchases		Contract No.:	PE-05-21	Date Prepared:	2/2/2022
<p><i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <b>MUST</b> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i></p>							
<b>Buying Agency:</b> City of Laredo				<b>Contractor:</b> Consolidated Traffic Controls, Inc.			
<b>Contact Person:</b> Pete Parades				<b>Prepared By:</b> Mike Hancock			
<b>Phone:</b> 956-795-2550				<b>Phone:</b> 800-448-8841			
<b>Fax:</b>				<b>Fax:</b> 800-448-8850			
<b>Email:</b> pparades@ci.laredo.tx.us				<b>Email:</b> mhancock@ctc-traffic.com			
<b>Catalog / Price Sheet Name:</b>		Traffic Control, Enforcement & Signal Preemption Equipment					
<b>General Description of Product:</b>		Traffic Control Equipment					
<b>A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary</b>							
Line Number	Quan	Description	Unit Pr	Total			
1661	1	32' SMA-80 32' SMA-80	\$ 7,114.00	\$ 7,114.00			
1668	1	44' SMA-80L-8 44' SMA-80L-8	\$ 11,034.00	\$ 11,034.00			
1669	2	48' SMA-80 48' SMA-80	\$ 9,777.00	\$ 19,554.00			
				<b>Total From Other Sheets, If Any:</b>			
				<b>Subtotal A:</b>		<b>\$ 37,702.00</b>	
<b>B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary</b> (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
Quan	Description	Unit Pr	Total				
1	32' SMA-80 Price Adder for Steel Adjustment	\$ 1,911.00	\$ 1,911.00				
1	44' SMA-80L-8 Price Adder for Steel Adjustment	\$ 2,740.00	\$ 2,740.00				
2	48' SMA-80 Price Adder for Steel Adjustment	\$ 2,548.00	\$ 5,096.00				
				<b>Total From Other Sheets, If Any:</b>			
				<b>Subtotal B:</b>		<b>\$ 9,747.00</b>	
<b>Check:</b> The total cost of Unpublished Options (Subtotal B) cannot exceed 25% For this transaction the percentage is:						26%	
<b>C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges</b>							
Quan	Description	Unit Pr	Total				
			\$ -				
				<b>Subtotal C:</b>		<b>\$ -</b>	
<b>Delivery Date:</b> 10 - 12 weeks ARO				<b>D. Total Purchase Price (A+B+C):</b>			
				<b>\$ 47,449.00</b>			

Approved  
RSC 2/21/22

Del Mar / Pearson Dr  
474-9878-535.93-07  
PROJECT: TP 2105

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Kristina L. Hale, Assistant City Manager

**Initiated By:** Kristina L. Hale, Assistant City Manager

**Staff Source:** Arturo Garcia, Utilities Director & Tina Martinez, CD Director

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**SUBJECT**



**Dynamic and Sustainable**

**2022-R-073** Accepting the conveyance of a 15' wide utility and access easement containing 1,986 square feet, more or less, being out of a 3,782 acre-tract being Lot 11, Block 3 of San Isidro Northeast Subdivision Puerta del Sol, Phase II and a 1.892 acre tract being Lot 29, Block 1, as recorded in Volume 37, pages 93-96 Webb County Map Records, Texas. This 1,986 square feet-tract of land being more particularly described by metes and bounds in attached Exhibit "B" and depicted on Exhibit "A" attached hereto and made part hereof.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

The purpose of the easement is to connect the proposed sanitary sewer main for Harmony Hills Subdivision Phase I to the existing San Isidro lift station.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends the approval of this resolution as presented.

---

**Fiscal Impact**

**Fiscal Year:**

2022

**Budgeted Y/N?:**

**Source of Funds:** NA

**Account #:** MA

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

No financial impact, as per CD, Access easements do not have an established value to the city.

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**Attachments**

- Resolution
  - Survey & metes and bounds
  - Aerial
  - Easement Document
-

**RESOLUTION NO. 2022-R-073**

**ACCEPTING THE CONVEYANCE OF A 15' WIDE UTILITY AND ACCESS EASEMENT CONTAINING 1,986 SQUARE FEET, MORE OR LESS, BEING OUT OF A 3.782 ACRE TRACT BEING LOT 11, BLOCK 3 OF SAN ISIDRO NORTHEAST SUBDIVISION PUERTA DEL SOL, PHASE II AND A 1,892 ACRE TRACT BEING LOT 29, BLOCK 1, AS RECORDED IN VOL. 37 PAGES 93-96 WEBB COUNTY MAP RECORDS, TEXAS. THIS 1,986 SF TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "B" AND DEPICTED ON EXHIBIT "A"; ATTACHED HERETO AND MADE PART HEREOF.**

**WHEREAS**, the City of Laredo is requesting this easement to connect the sanitary sewer main proposed for the Harmony Hills Subdivision Phase I to the existing San Isidro lift station, and

**WHEREAS**, San Isidro Northeast, Ltd., has agreed to convey said sanitary sewer easement to the City of Laredo, and

**WHEREAS**, it is in the best interest of the City of Laredo to accept the conveyance of the above referenced easement as described in Exhibit "B" Metes and Bounds and depicted in Exhibit "A" Boundary Survey.

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

**Section 1:** The City Council of the City of Laredo accepts the conveyance of a 15' wide utility and access easement containing 1,986 square feet, more or less, being out of a 3.782-acre tract being Lot 11, Block 3 of San Isidro Northeast Subdivision Puerta Del Sol, Phase II and a 1.892-acre tract being Lot 29 Block 1, as recorded in volume 37, pages 93-96 Webb County Map records, Texas, more particularly described by Metes and Bounds in attached Exhibit "A" and depicted on Exhibit "B" attached hereto and made part hereof.

**Section 2:** Said easement tract is necessary to connect the proposed sanitary sewer main for the Harmony Hills Phase I to the existing San Isidro lift station.

**Section 3:** This Resolution shall become effective immediately upon passage

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

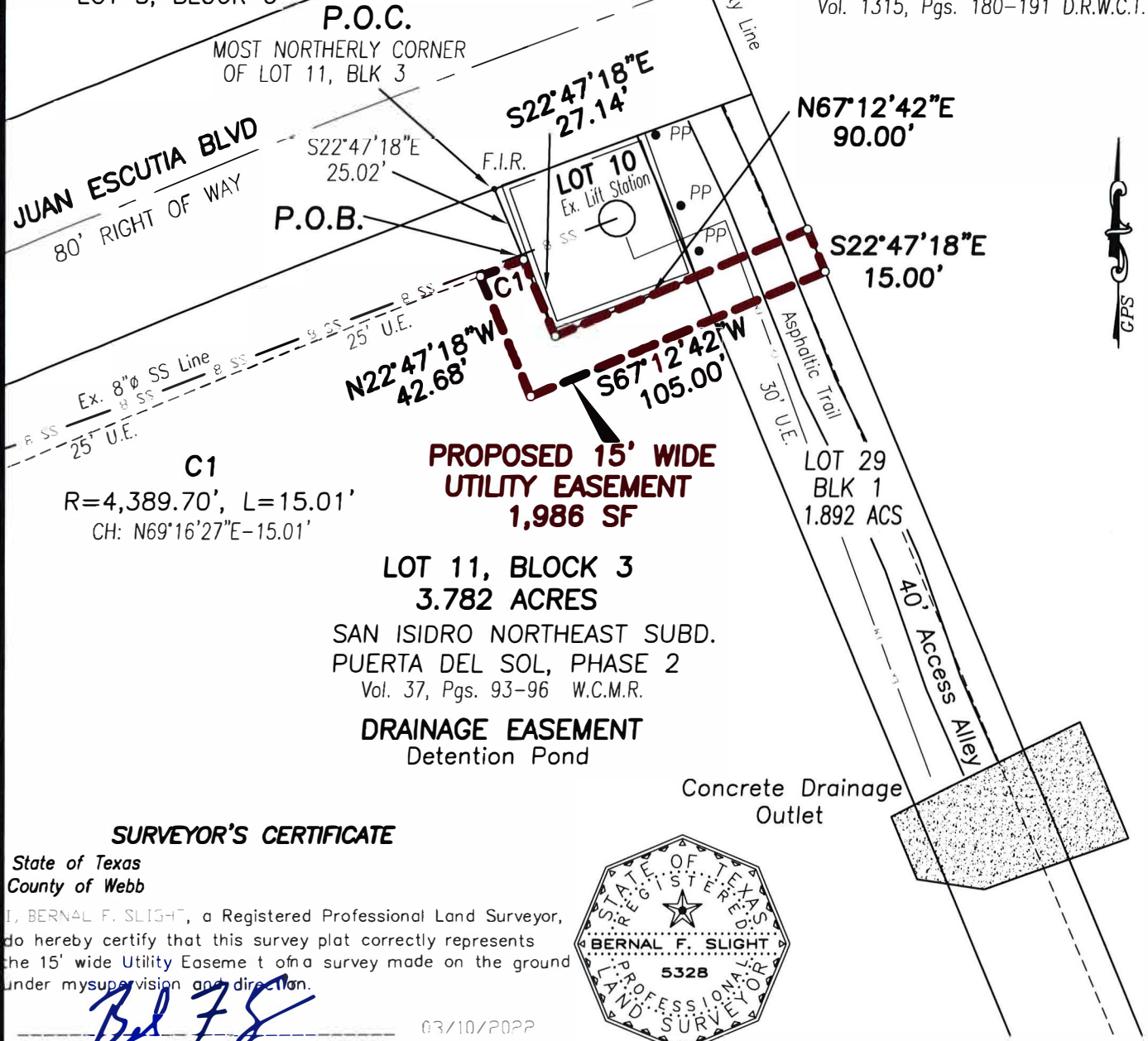
APPROVED AS TO FORM:  
Sylvia Borunda-Firth  
CITY ATTORNEY

By: \_\_\_\_\_  
David H. Arredondo  
ASSISTANT CITY ATTORNEY



SAN ISIDRO NORTHEAST SUBD.  
 LA PAZ SUBDIVISION  
 Vol. 38, Pgs. 57-60 W.C.M.R.  
 LOT 8, BLOCK 6

MANUEL J. RODRIGUEZ, Jr.  
 806.8789 ACRE TRACT  
 Vol. 1315, Pgs. 180-191 D.R.W.C.T.



**C1**  
 R=4,389.70', L=15.01'  
 CH: N69°16'27"E-15.01'

**PROPOSED 15' WIDE  
 UTILITY EASEMENT  
 1,986 SF**

**LOT 11, BLOCK 3  
 3.782 ACRES**  
 SAN ISIDRO NORTHEAST SUBD.  
 PUERTA DEL SOL, PHASE 2  
 Vol. 37, Pgs. 93-96 W.C.M.R.  
**DRAINAGE EASEMENT**  
 Detention Pond

**SURVEYOR'S CERTIFICATE**

State of Texas  
 County of Webb

I, BERNAL F. SLIGHT, a Registered Professional Land Surveyor,  
 do hereby certify that this survey plat correctly represents  
 the 15' wide Utility Easement of a survey made on the ground  
 under my supervision and direction.

*B.F. Slight*

BERNAL F. SLIGHT, R.P.L.S. No. 5323

03/10/2022  
 DATE



**SURVEY OF**

A TRACT OF LAND CONTAINING 1,986 SF, more or less, being out of a 3.782 acre tract being Lot 11, Block 3 of San Isidro Northeast Subdivision Puerta Del Sol, Phase 2 and a 1.892 acre tract being Lot 29, Block 1, as recorded in volume 37, pages 93-96 Webb County Map Records, Texas. This 1,986 SF tract of land being more particularly described as follows:

SCALE: 1" = 50'	DRAWN BY: B.F.S.
FIELD DATE: 03 MARCH 2022	JOB NO.: 15' U.E.
FIELD BOOK: FLD. Pg.	FILE NAME: MARCOS ZERTUCHE

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

**EXHIBIT  
 A**

**SHEET 2 OF 2**

**LEGAL DESCRIPTION  
FOR 15' Wide Utility Easement**

**A TRACT OF LAND CONTAINING 1,986 SF**, more or less, being out of a 3.782 acre tract being Lot 11, Block 3 of San Isidro Northeast Subdivision Puerta Del Sol, Phase 2 and a 1.892 acre tract being Lot 29, Block 1, as recorded in volume 37, pages 93-96 Webb County Map Records, Texas. This 1,986 SF tract of land being more particularly described as follows:

**COMMENCING** at a found 1/2" iron rod, being the most northerly corner of said Lot 11, Block 3, San Isidro Northeast Subdivision, Puerta Del Sol Phase 2, Thence, S 22°47'18" E, along the common boundary line of said Lot 11 & Lot 10, a distance of 25.02 feet to the most northerly corner of this Utility Easement for the **TRUE POINT OF BEGINNING**;

**THENCE, S 22°47'18" E**, along same common boundary line of said Lot 11 & Lot 10, a distance of **27.14 FEET**, to a found 1/2" iron rod being the interior corner of said Lot 11, for an interior corner hereof;

**THENCE, N 67°12'42" E**, continuing along same common line a distance of 50.00 feet to a found 1/2" iron rod being an exterior corner of said Lot 11 and continuing across said Lot 29, Blk 1 for a total distance of **90.00 FEET** to the northeast boundary line of said Puerta Del Sol, Ph 2, for an exterior corner hereof;

**THENCE, S 22°47'18" E**, along the northeast boundary line of said Puerta Del Sol Ph 2, a distance of **15.00 FEET** for an exterior corner hereof;

**THENCE, S 67°12'42" W**, a distance of 40.00 feet to said Lot 11 boundary line continue a total distance of **105.00 FEET** to an exterior corner hereof;

**THENCE, N 22°47'18" W**, a distance of **42.68 FEET** to an exterior corner hereof being on a curve having a radius of 4,389.70 feet, chord of N 69°16'27" E-15.01 feet;

**THENCE**, along said curve right an arc length of **15.01 FEET** to the point of beginning of this 1,986 SF tract of land, more or less.

**Basis of Bearings:** According to San Isidro Northeast Subdivision Puerta Del Sol, Phase 2 as per plat recorded in volume 37, pages 93-96 Webb County Map Records, Texas.

I, **Bernal F. Slight**, a Registered Professional Land Surveyor, do hereby certify that this field note description and its accompanying survey plat correctly represent the 15' wide Utility Easement of a survey made on the ground under my supervision and direction.



  
R.P.L.S. No. 5328 – Texas

03-10-2022  
Current Date

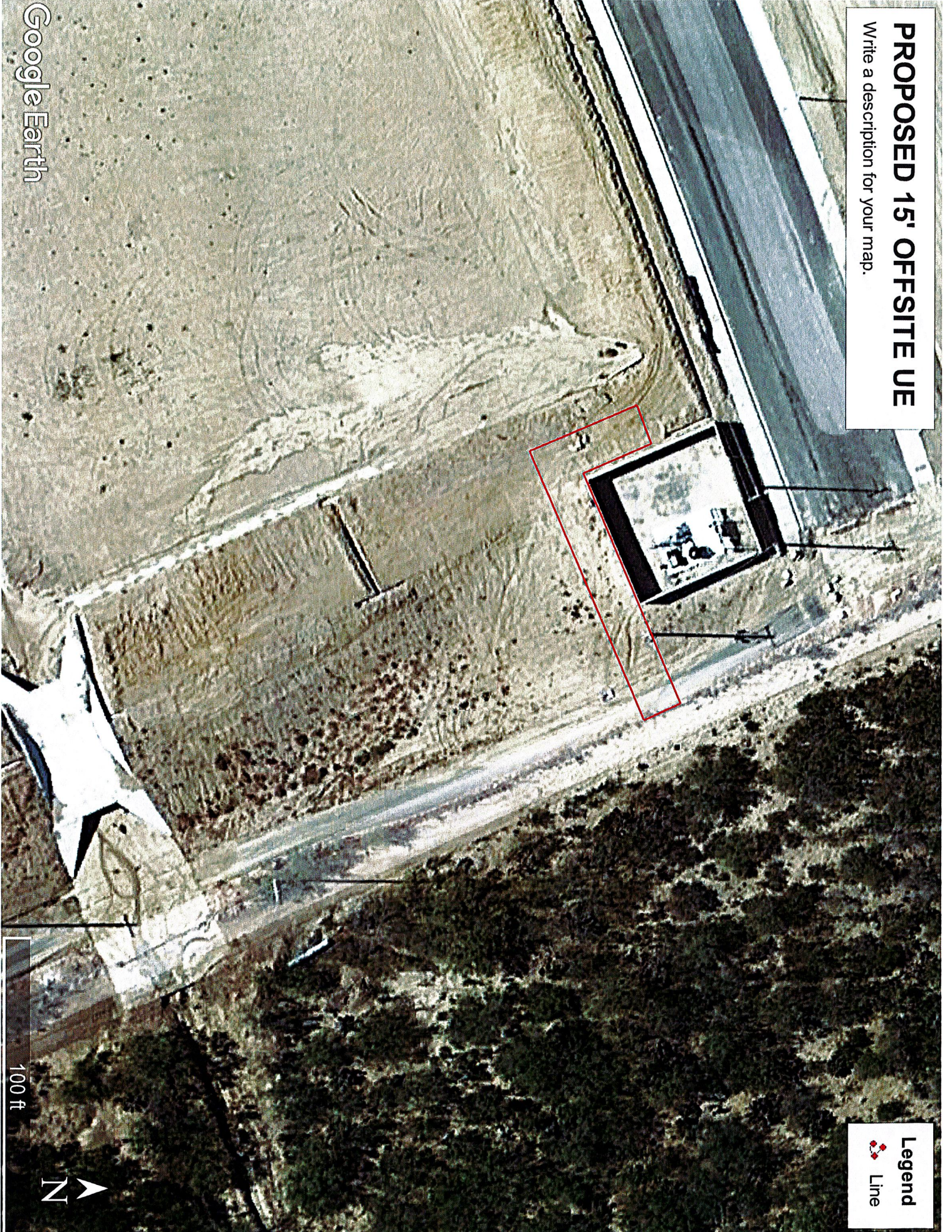
**SHEET 1 OF 2**

H:\HOWLAND\ENGINEERING\CIVIL\MARCOS ZERTUCHE\PHASE 1\LEGAL DESCRIPTION ON UTILITY EASEMENT ON LOT 11, BLK 3  
PUERTA DEL SOL, PH 2 SUBD.doc

[www.howlandcompanies.com](http://www.howlandcompanies.com)

# PROPOSED 15' OFFSITE UE

Write a description for your map.



**Legend**  
Line



100 ft

**NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

### UTILITY AND ACCESS EASEMENT

Date: April \_\_, 2022.

Grantor: San Isidro Northeast, Ltd., a Texas limited partnership

Grantor's Address: 9901 McPherson Rd. Ste. 201.  
Laredo, TX 78045

Grantee: City of Laredo, a Municipal Corporation.

Grantee's Address: 1110 Houston St.  
P.O. Box 579  
Laredo, Webb County, Texas 78042-0579

Easement Property: A 15' wide utility easement, containing 1,986 square feet, more or less, being out of a 3.782-acre tract being Lot 11, Block 3 of San Isidro Northeast Subdivision, Puerta del sol, Phase 2 and a 1.892-acre tract being Lot 29, Block 1, as recorded in Vol. 37 pages 93-96 Webb County map records, Texas. This 1,986 square feet tract of land being more particularly described as Exhibit A and Exhibit B.

Easement Purpose: To connect the sanitary sewer main proposed for the Harmony Hills Phase I to the existing San Isidro lift station. Grantee has the right to construct, replace, repair and perpetually maintain a water meter, water mains and the right of free, full and unimpeded access from the same tract of land for the limited purpose of accessing the Easement property herein granted.

Grantor, for and in consideration of the sum of Ten Dollars and No/100 cents (\$10.00), and other good and valuable consideration in hand paid by the Grantee herein named, the receipt of which is hereby fully acknowledged and confessed, has GRANTED, SOLD, CONVEYED and DEDICATED and by these presents does hereby GRANT, SELL, CONVEY and DEDICATE unto Grantee, a Utility and Access Easement.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, easements, mineral leases, conditions and restrictions, relating to the hereinabove described property and now reflected by the Official Property Records, of Webb County, Texas.

TO HAVE AND TO HOLD the same perpetually to Grantee, together with the right and privilege, at any and all times, to enter said premises, or any part thereof, for the purpose of

constructing, reconstructing, replacing, repairing and maintaining said water meter and utility lines, including all necessary laterals and appurtenant facilities.

Grantor hereby binds itself and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend the easement and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2022.

GRANTOR:

San Isidro Northeast, Ltd., a  
Texas limited partnership

By: \_\_\_\_\_

Name: Pat Murphy  
Title: Vice President

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

COUNTY OF WEBB

§

§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:

Norma Martinez, Real Estate Manager  
City of Laredo-Real Estate  
1301 Farragut Street, 2<sup>nd</sup> Floor  
Laredo, Texas 78040

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Kristina L. Hale, Assistant City Manager

**Initiated By:** Kristin L. Hale, Assistant City Manager

**Staff Source:** Arturo Garcia, Utilities Director & Tina Martinez, CD Director

---

**SUBJECT**



**Dynamic and Sustainable**

**2022-R-074** Accepting the conveyance of a 600 square feet sanitary sewer easement, more or less, in Webb County, Texas, out of Porcion 32, Antonio Trevino, Original Grantee, Abstract 295, same being out of Lot 26-B, Block 1, Re-Plat of Lots 26-A and 26-B, Block 1, Los Alpes Subdivision as recorded in Volume 36, page 20, Webb County Records, Texas. This easement being more particularly described by metes and bounds in the attached Exhibit "B" and depicted on Exhibit "A" attached hereto and made part hereof.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

VIA Real Estate LLC is requesting a sanitary sewer easement for the Dollar Tree Project. The sanitary sewer line will be connecting to the existing sewer easement located at Los Alpes Subdivision.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends the approval of this resolution as presented.

---

**Fiscal Impact**

**Fiscal Year:**

2022

**Budgeted Y/N?:** NA

**Source of Funds:** NA

**Account #:** NA

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

No financial impact, as per CD, access easements do not have an established value to the city.

---

**Attachments**

Resolution

Survey & Field Notes

Aerial

Easement Document

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**RESOLUTION 2022-R-074**

**ACCEPTING THE CONVEYANCE OF A 600 SQUARE FT SANITARY SEWER EASEMENT, MORE OR LESS, IN WEBB COUNTY, TEXAS OUT OF PORCION 32, ANTONIO TREVINO, ORIGINAL GRANTEE, ABSTRACT 296 SAME BEING OUT OF LOT 26-B, BLOCK 1, RE-PLAT OF LOTS 26-A AND 26-B, BLOCK 1, LOS ALPES SUBDIVISION AS RECORDED IN VOLUME 36, PAGE 20 WEBB COUNTY RECORDS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, VIA Real Estate, LLC is requesting a sanitary sewer easement for the Dollar Tree Store project; and

**WHEREAS**, VIA Real Estate, LLC, has agreed to convey to the City of Laredo said sanitary sewer easement; and

**WHEREAS**, it is in the best interest of the City of Laredo to accept the above-referenced easement, as described in attached Exhibit “A” and “B”.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO:**

**Section 1:** The City Council of the City of Laredo accepts the conveyance of a 600 square foot Sanitary Sewer Easements, more or less in Webb County, being out of Lot 26-B Block 1, Re-Plat of Lot 26-A, and 26-B Block 1, Lot Alpes Subdivision recorded in vol. 36, page 20, Webb County Records.

**Section 2:** Said easement tract is necessary to connect the existing sewer line to the existing sewer easement at Los Alpes Subdivision

**Section 3:** This Resolution is effective immediately upon passage.

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

---

**PETE I. SAENZ  
MAYOR**

**ATTEST:**

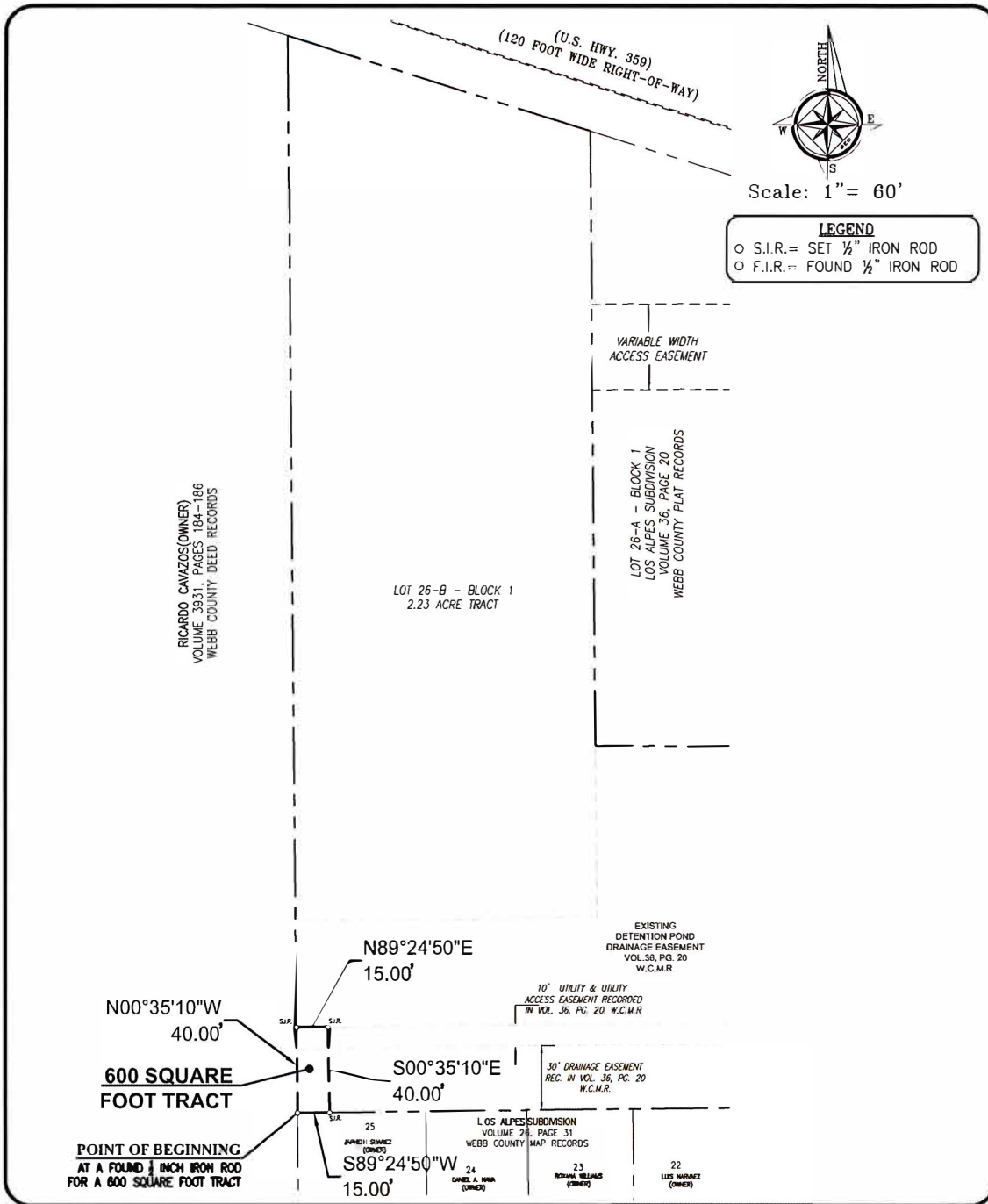
---

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

**APPROVED AS TO FORM:**

**SYLVIA BORUNDA-FIRTH**  
**INTERM CITY ATTORNEY**

By: \_\_\_\_\_  
**DAVID H. ARREDONDO**  
**ASSISTANT CITY ATTORNEY**



**CERTIFICATE OF SURVEYOR**

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



*Francisco Estrada IV*  
 FRANCISCO ESTRADA, IV, TEXAS R.P.L.S. No. 5862

02/18/2022  
 DATE

**BASIS OF BEARINGS:**  
 TEXAS COORDINATE SYSTEM, SOUTH ZONE, NAD 83, GRID BASED OPUS SOLUTION.

**FLOOD NOTE:**  
 BY GRAPHIC PLOTTING ONLY (AREAS OF MINIMAL FLOODING) OF THE FLOOD INSURANCE RATE MAP. SUBJECT IS NOT LOCATED IN FLOOD PLAIN "ZONE A" ACCORDING TO FIRM MAP. COMMUNITY-PANEL NUMBER 48479C 1385C - EFFECTIVE DATE OF APRIL 02, 2008

**BOUNDARY SURVEY**  
 OF  
 A TRACT OF LAND CONTAINING 600 SQUARE FEET, MORE OR LESS, IN WEBB COUNTY, TEXAS, OUT OF PORCION 32, ANTONIO TREVINO, ORIGINAL GRANTEE, ABSTRACT 296, SAME BEING OUT OF LOT 26-B, BLOCK 1, RE-PLAT OF LOTS 26-A AND 26-B, BLOCK 1, LOS ALPES SUBDIVISION AS RECORDED IN VOLUME 36, PAGE 20, WEBB COUNTY MAP RECORDS.

Drawn By	: R.X.L.
Checked By	: F.E.
Approved By	: F.E.
Date	: 02/18/2022
Revision	: 0
Project No.	: 8309



**SHERFEY ENGINEERING COMPANY, L.L.C.**  
 TBPE FIRM REGISTRATION No: F-3132

104 Del Court  
 Suite 400  
 Laredo, Texas 78041  
 (956) 791-3511

**EXHIBIT**  
**A**



# Sherfey Engineering Company, L.L.C.

TBPE FIRM REGISTRATION No. F-3132

104 Del Court Suite 400 Laredo, Texas 78041 PH: (956) 791-3511 FAX: (956) 791-3144

*METES AND BOUNDS DESCRIPTION  
600 SQUARE FOOT TRACT  
WEBB COUNTY, TEXAS*

A tract of land containing 600 square feet of land, more or less, situated in Porcion 32, Abstract 296, Antonio Trevino, Original Grantee being out of Lot 26-B, Block 1, Re-plat of Lots 26-A, and 26-B, Block 1, Los Alpes Subdivision as recorded in Volume 36, Page 20, Webb County Map Records and being more particularly described by metes and bounds as follows:

**BEGINNING** at a found 1/2 inch iron rod on the southwest corner of said Lot 26-B, Block 1, the southwest corner of the herein described tract;

**THENCE**, N 00°35'10" W, along the common property line with the Ricardo Cavazos Tract as recorded in Volume 3931, Pages 184-186, Webb County Deed Records a distance of 40.00 feet to a set 1/2 inch iron rod, the northwest corner of the herein described tract;

**THENCE**, N 89°24'50" E, along the north line of a 10 foot Utility and Utility Access Easement as recorded in Volume 36, Page 20, Webb County Map Records a distance of 15.00 feet to a set 1/2 inch iron rod, the northeast corner of the herein described tract;

**THENCE**, S 00°35'10" E, a distance of 40.00 feet to a set 1/2 inch iron rod, the southeast corner of the herein described tract;


**THENCE**, S 89°24'50" W, along the common property line Los Alpes Subdivision as recorded in Volume 26, Page 31, Webb County Map Records a distance of 15.00 feet to return to and close at the **POINT OF BEGINNING**, containing 600 square feet of land.

**Basis of Bearing**

For this legal description is the G.P.S. Texas Coordinate System, Texas South Zone (NAD 83)

**State of Texas §  
County of Webb §**

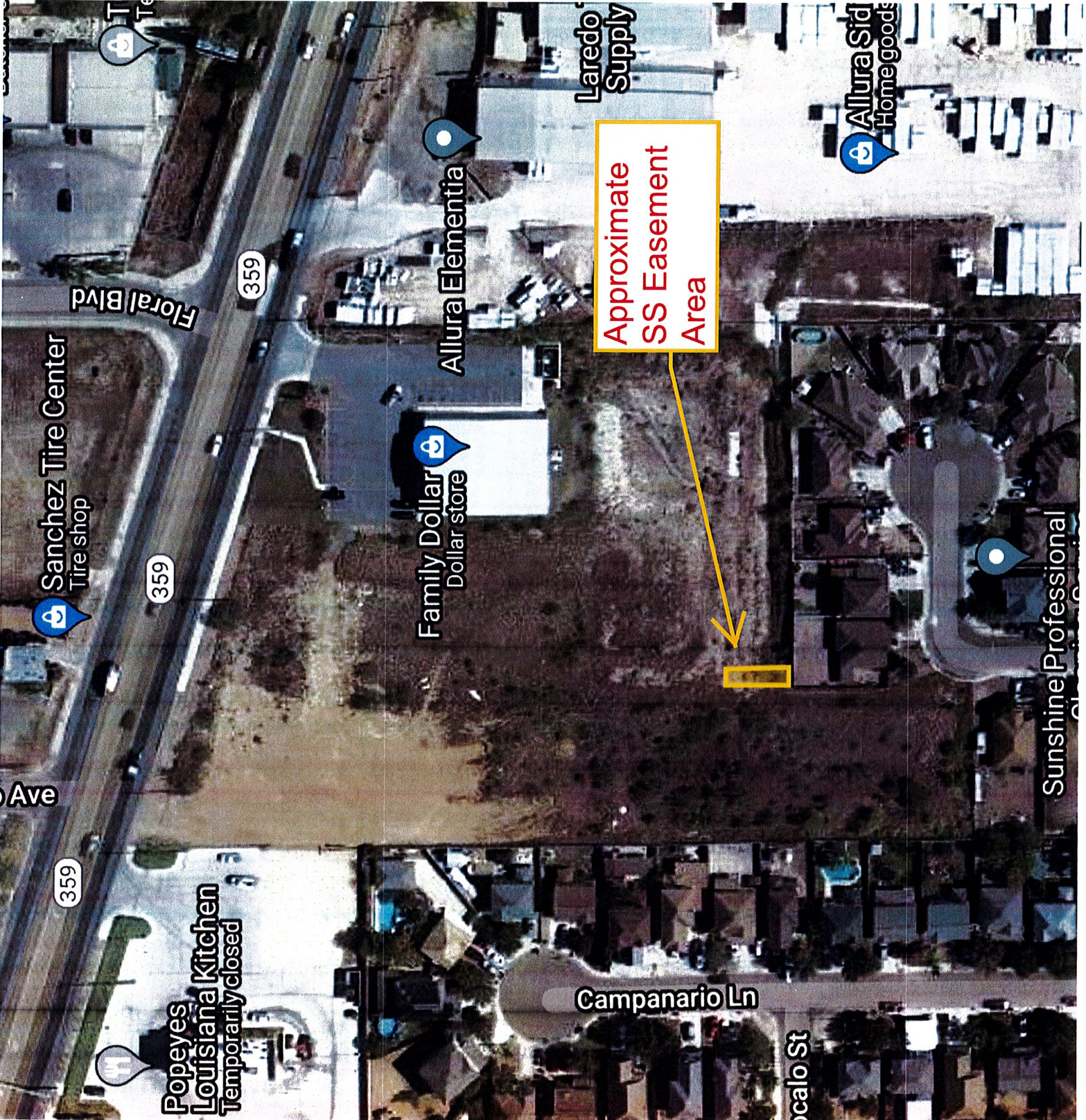
I, Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Metes and Bounds Description" was prepared from available office records and on the ground survey of the property made under my supervision.

  
\_\_\_\_\_  
R.P.L.S. No. 5862-Texas

02/18/2022  
\_\_\_\_\_  
Current Date



**EXHIBIT  
B**



Sanchez Tire Center  
Tire shop

Popeyes  
Louisiana Kitchen  
Temporarily closed

Family Dollar  
Dollar store

Allura Elementia

Laredo  
Supply

Allura Sid  
Home goods

Sunshine Professional

Approximate  
SS Easement  
Area

Campanario Ln

ocalo St

Floral Blvd

359

359

359

Ave

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SANITARY SEWER EASEMENT**

**THE STATE OF TEXAS**

§

§ **KNOWN ALL MEN BY THESE PREMISES**

**COUNTY OF WEBB**

§

That **VIA REAL ESTATE, LLC, a WYOMING LIMITED LIABILITY COMPANY** (“Grantor”), whose address is 13105 Dover Ave., Lubbock Texas 79424, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration in hand paid by the **CITY OF LAREDO, TEXAS, (“GRANTEE”)** a Texas home rule municipality whose mailing address is 1110 Houston St., P.O. Box 579, Laredo, Webb County, Texas 78042, the receipt and sufficiency of which consideration is hereby fully acknowledged and confessed, has **DEDICATED, GRANTED, SOLD, CONVEYED** and by these presents does **DEDICATE, GRANT, SELL, AND CONVEY** unto Grantee a perpetual permanent easement and right of way for sewer access purposes, together with the right to construct, together with the right to construct, reconstruct, repair, and perpetually maintain and operate a sanitary sewer main together with all necessary laterals and appurtenant facilities in, over, upon and across the following tract of land in Webb County Texas:

**A 600 square foot tract of land, more or less, in Webb County, Texas, out of Porcion 32, Antonio Trevino, original grantee, abstract 296, same being out of Lot 26-B, Block1, Re-Plat of Lots 26-A and 26-B, Block 1, Los Alpes Subdivision as recorded in volume 386, page 20, Webb County Texas and being more particularly described by metes and bounds on Exhibit B attached hereto, and shown on the survey attached here to as Exhibit A.**

The Grantee herein, its successor and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary to and for the limited purpose of accessing, constructing, and maintaining the Easement Property herein granted.

This conveyance, however, is made and accepted subject to any and all validity existing encumbrances, easements, mineral leases, conditions, and restrictions, relating to the herein

above described property as now reflected by the Official Property Records of Webb County, Texas.

TO HAVE AND TO HOLD the above described property for said drainage easement, utility and other valid public purpose unto Grantee, its successors and assigns, forever, and Grantor does hereby binds itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, 2022

Grantor: VIA Real Estate, LLC, a Wyoming limited liability company

By: \_\_\_\_\_  
Derrick Merchant, Manager

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS** §

§

**COUNTY OF WEBB** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022,  
by \_\_\_\_\_ .

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_

[Seal]

AFTER RECORDING RETURN TO  
Norma Martinez  
Real Estate Manager  
Community Development Department  
1301 Farragut St, 2<sup>nd</sup> Floor (East Wing)  
Laredo, TX 78040

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Riazul Mia, Assistant City  
Manager

**Staff Source:** Arturo Garcia, Jr. P.E., Utilities Director

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**SUBJECT**

Authorizing the Interim City Manager to amend The Interlocal Purchasing System (TIPS) Cooperative Contract to Maguire Iron, Inc. in the amount of \$325,000.00. Maguire Iron, Inc. performed a visual inspection of all tanks and identified the deficiencies in each water tank. This amendment includes exterior renovation, structural analysis and tank mixers to four water tanks. Revised contract amount will be \$1,596,180.00. This amendment will be paid over five years as follows: Year 1: \$173,000, Year 2: \$38,000.00, Year 3: \$38,000.00, Year 4: \$38,000.00 and Year 5: \$38,000.00. Funding is available in the American Rescue Plan Act and in the Waterworks Construction Account.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

On August 16, 2021 City Council approved a contract in the amount of \$1,271,180. This amount did not include the tank mixers or the additional restoration work.

**BACKGROUND**

Maguire Iron Inc. conducted a visual inspection of all tanks on June 25, 2021 and identified deficiencies on each of the eleven water tanks inspected.

**COMMITTEE RECOMMENDATION**

Approve Motion

**STAFF RECOMMENDATION**

Approval of motion.

---

**Fiscal Impact**

**Fiscal Year:**

FY 21-22

**Budgeted Y/N?:**

Y

**Source of Funds:**

Construction Account



**Account #:** 557-4150-538-8557

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Restoration work to be charged to construction account - \$190,000 over a 5 year period.

**Fiscal Year:** FY 21-22

**Budgeted Y/N?:** Y

**Source of Funds:** American Rescue Act Plan

**Account #:** 271-4120-535-9301

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Cost of tank mixers will be charged to American Rescue Plan Act - \$135,000

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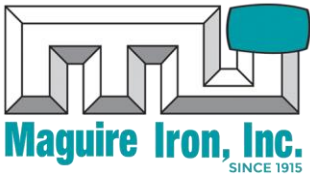
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**Attachments**

Scope of Services

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## Scope of Services for Addendum on Original Contract

### **South Laredo-**

#### **Exterior Renovation- \$130,000**

- Contractor will pressure wash the complete exterior (100%) in accordance with SSPC SP No. 12 "Water jetting."
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) full prime coat of epoxy to the complete exterior (100%) shall be applied to manufacturer's recommended film thickness (2.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of polyurethane to the complete exterior (100%) shall be applied to the manufacturer's recommendations (2.5 - 4.0 mils DFT).

#### **Mixing System (GS12)- \$22,500**

- Contractor will furnish and install a new Gridbee model GS-12 submersible mixer unit into the interior of the potable water tank.
- Mixer will be suspended by chain from the top of the tanks roof area.
- Electrical cord will come out of the top of the tank and into a junction box. Owner will be responsible for the installing electrical power to the top of the tank if not available.

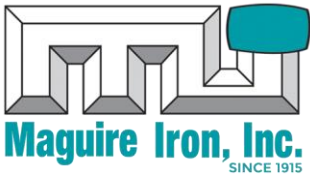
#### **Logo - \$30,000**

- Contractor will supply a proof of the logo artwork for approval prior to any logo application.
- Location of the logo will be confirmed and approved by owner prior to the commencement the logo application.

### **Del Mar**

#### **Structure Analysis- \$30,000**

- This change order is in reference to the contract entered into October 4, 2021 by tank owner and contractor.
- Per the language in the aforementioned contract, the original "price of the structural analysis is contingent upon the tank owner providing as-built drawings for the tank. If no drawings can be provided, the cost of the structural analysis will be \$40,000 total."
- Since no drawings were provided, additional cost reflects engineering services required to obtain the information contained in the drawings, as well as field measurements, etc.
- All other contract language will remain as is, including the visual inspection of the tank and the structural analysis report stamped by a certified, professional engineer in the State of Texas.



## Highland Composite-

### Mixing System (GS12) - \$22,500

- Contractor will furnish and install a new Gridbee model GS-12 submersible mixer unit into the interior of the potable water tank.
- Mixer will be suspended by chain from the top of the tanks roof area.
- Electrical cord will come out of the top of the tank and into a junction box. Owner will be responsible for the installing electrical power to the top of the tank if not available.

## Cuarto Vientos-

### Mixing System (GS12) - \$45,000

- Contractor will furnish and install a new Gridbee model GS-12 submersible mixer unit into the interior of the potable water tank.
- Mixer will be suspended by chain from the top of the tanks roof area.
- Electrical cord will come out of the top of the tank and into a junction box. Owner will be responsible for the installing electrical power to the top of the tank if not available.

## Bartlett-

### Mixing System (GS12) -\$45,000

- Contractor will furnish and install a new Gridbee model GS-12 submersible mixer unit into the interior of the potable water tank.
- Mixer will be suspended by chain from the top of the tanks roof area.
- Electrical cord will come out of the top of the tank and into a junction box. Owner will be responsible for the installing electrical power to the top of the tank if not available.

**Total Costs- \$325,000**

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Riazul Mia, Assistant City  
Manager

**Staff Source:** Arturo Garcia, Jr., P.E., Utilities Director

**SUBJECT**

Authorizing the Interim City Manager to ratify a contract to SAL Construction Management, LLC. of Weslaco, Texas, in the amount of \$196,589.87, for the emergency work (labor only) for the replacement of sixty (60) linear feet of existing 36-inch ductile iron water transmission main in 100 block of Frost Street. Funding is available in the 2019 Water Revenue Bond.

**PREVIOUS COUNCIL ACTION**

On March 23, 2022, City Council approved a ratification to the contract with SAL Construction in the amount of \$243,800.00. This amount was solely for materials and inadvertently did not include the labor to do the work.

**BACKGROUND**

On February 18, 2022 the existing 50-year old ductile iron 36-inch water transmission main failed on the 100 block of Frost Street. The transmission main runs from Jefferson Water Treatment Plant (JWTP) to Lyon Street water storage tank. This line failure caused the issuance of the Boil Water Notice and repair work was done as an emergency. The City crews were fatigued and unable to continue work after failure of the full circle clamps that had been installed were leaking. Private contractor with equipment and materials necessary for the repair work was located. Because of the urgent and emergency need SAL Construction Management, LLC., which has the expertise, equipment and materials required was asked to assist the City for the work. A total of approximately 60 linear feet of corroded ductile iron pipeline was replaced.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Approval of Motion

**Fiscal Impact**

**Fiscal Year:** 2022  
**Budgeted Y/N?:** Y

**Source of Funds:** 2019 Water Revenue Bond

**Account #:** 557-9875-535-9301

**Change Order: Exceeds 25% Y/N:** N/A

**FINANCIAL IMPACT:**

Funding is available in the 2019 Water Revenue Bond Account  
No. 557-9875-535-9301

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**Attachments**

Invoice for Labor

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SAL CONSTRUCTION MANAGEMENT, LLC  
P.O. BOX 8185,  
WESLACO, TX. 78599

**CITY OF LAREDO 36" MAIN WATER LINE REPAIRS  
EMERGENCY WORK ORDER (LABOR ONLY)**

COL PO #357856

2/23/2022

**INVOICE**

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL
1	MOBILIZATION/DEMOBLIZATION	1	LS	
2	GRAVEL BEDDING	375.33	TN	
3	36" DR-21 PVC	55	LF	
4	36" X 6" TEE	1	EA	
5	WATER CONNECTIONS	2	EA	
6	6" GATE VALVE	1	EA	
7	36" SLEEVES	2	EA	
8	6" DIESAL PUMP FOR WATER CONTROL	2	DY	
9	JOB ASSESMENT	1	LS	
10	STANDBY TIME CREW	12	HRS	
	<b>TOTAL LUM SUMP</b>			<b>\$ 196,589.87</b>

SAL Construction

Jaime Closner

Project Manager

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Samuel K. Selman, Interim  
City Manager

**Initiated By:** Rosario Cabello, Deputy City Manager

**Staff Source:** Jose F. Castillo, Acting Finance Director

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**SUBJECT**

Presentation of the FY20-21 Annual Comprehensive Financial Report (ACFR) prepared by the City of Laredo's Financial Services Department and audited by the Independent Audit Firm of Canales, Garza, and Baum, P.L.L.C.

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

Article VI, Section 6.11 of the City Charter requires that an annual audit of all funds of the City be conducted by an independent certified public accounting firm. The Annual Comprehensive Financial Report (ACFR) consists of four parts: (1) The Introductory Section includes the transmittal letter and a management and discussion analysis, which highlights significant aspects of financial operations during the year and particular financial issues faced by the City, an organization chart, and a list of principal City officials. (2) The Financial Section includes the independent auditor's report, basic financial statements, and related notes, and supplement financial data. (3) The Statistical Section includes several exhibits and tables of un-audited data depicting the financial history of the City as well as demographic and other miscellaneous statistics. (4) The Single Audit Section and the U.S. Office of Management and Budget Circular A-133, Audit of State and Local Government and Non-Profit Organizations. This section includes the Reports on Compliance on Internal Controls over Financial Reporting and a Report on Compliance with Requirements Applicable to each Major Program and a Schedule of Expenditures of Federal and State Awards. The City will forward its Annual Comprehensive Financial Report to the Government Officers' Association for grading towards a thirty-second Certificate of Achievement of Excellence in Financial Reporting.

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

Staff recommends the acceptance of the FY 2020-2021 Annual Comprehensive Financial Report.

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**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Kristina L. Hale, Assistant City  
Manager

**Staff Source:** Robert J. Garza, Transit General Manager

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**SUBJECT**

**2022-RT-04** Authorizing the Interim City Manager to accept and execute the FY2021 Federal Transit Administration (FTA) Section 5307 American Rescue Plan (ARP) Grant No. TX-2022-015-00 in the amount of \$8,753,532 for operating assistance and maintenance for the El Metro Bus Operations. The grant utilizes ARP Act funding to help hard-hit public transit agencies avoid service reductions and to recover due by the Coronavirus COVID-19 pandemic. Funding will be provided at a 100% federal share with no local match required.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

On March 29, 2021, the Laredo Mass Transit Board approved to accept and submit a grant application in the amount of \$8,753,532 to the Federal Transit Administration under Section 5307 American Rescue Plan Act of 2021.

**BACKGROUND**

The American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package, is a \$1.9 trillion economic package bill passed by the 117th United States Congress and signed into law by President Joe Biden on March 11, 2021, to speed up the United States recovery from the economic and health effects of the COVID-19 pandemic and the ongoing recession. First proposed on January 14, 2021, the package builds upon many of the measures in the CARES Act from March and in the Consolidated Appropriations Act, 2021 from December.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends approval to authorize the Interim City Manager accept and execute Section 5307 American Rescue Plan FTA Grant# TX-2022-015-00 in the amount of \$8,753,532.00.

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**Fiscal Impact**

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

**FINANCIAL IMPACT:**

Funds will be deposited in the Transit Operations accounts.

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**Attachments**

FTA Grant Application No. TX-2022-015-00



## Award

<b>Federal Award Identification Number (FAIN)</b>	TX-2022-015-00
<b>Temporary Application Number</b>	2069-2021-4
<b>Award Name</b>	City of Laredo Section-5307 ARP Funding For Operating Assistance
<b>Award Status</b>	Obligated / Ready for Execution
<b>Award Budget Number</b>	0

<b>Period of Performance Start Date</b>	3/1/2022
<b>Original Period of Performance End Date</b>	9/30/2025
<b>Current Period of Performance End Date</b>	9/30/2025 Revision #: 0

### Part 1: Recipient Information

**Name: LAREDO, CITY OF**

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
2069	City	CITY OF LAREDO	069463594

Location Type	Address	City	State	Zip
Headquarters	1110 HOUSTON ST	LAREDO	TX	780408019
Physical Address	1110 HOUSTON ST	LAREDO	TX	78040
Mailing Address	1301 FARRAGUT ST.	LAREDO	TX	78040

### Union Information

<b>Union Name</b>	TEAMSTERS LOCAL UNION NO. 657
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas

Zipcode	78239
Contact Name	HUGO FLORES
Telephone	2105902013
Fax	2105904420
E-mail	
Website	DOES NOT HAVE EMAIL
<b>Union Name</b>	<b>TEAMSTERS LOCAL UNION NO. 657</b>
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas
Zipcode	78239
Contact Name	FRANK PERKINS
Telephone	2105902013
Fax	2105904420
E-mail	
Website	

## Part 2: Award Information

### Title: City of Laredo Section-5307 ARP Funding For Operating Assistance

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
TX-2022-015-00	Obligated / Ready for Execution	Grant	4/14/2021	4/14/2021	No

#### Award Executive Summary

This is an FFY 2021 Section 5307 AMERICAN RESCUE PLAN ACT (ARP) application in the amount of \$8,753,532. Per the ARP ACT, the grant requests 100% federal share. The application utilizes ARP Act funding to help hard-hit public transit agencies avoid layoffs and service reductions, which disproportionately harm workers who are more likely to depend on public transportation that been affected by the Coronavirus COVID-19 pandemic. The application scope of work include operating expenses to operate and maintain the public transportation system. This project will be for operating assistance for the bus and paratransit operations in Laredo, Texas. Expenses will also include for the response for COVID-19 necessary to operate, maintain, and manage the public transportation system. Operating expenses usually include such costs as drivers salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies for sanitizing of buses/vans, bus stops and shelters, benches and waiting areas. Operating expenses and maintenance expenses are basically your parts and labor to continue running normal bus service both fixed route and paratransit. No capital item will be procured.

The City of Laredo agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a

project activity approved by FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

Purpose: The purpose of this project is to provide operating assistance to Laredo Transit Management Inc. to assist in recovering from COVID-19 during the period of 01/20/2020 to 09/30/2024.

Activities to be performed: Funds will be use to cover all eligible operating expenses such as driver and other operations worker salaries, fuel, bus parts, and supplies including personal protective equipment and cleaning supplies in order to continue bus operations.

Expected Outcomes: Funding will permit the Laredo Transit to continue provide operations that would otherwise have to be cut due to lack of funding.

Intended Beneficiaries: The Laredo Transit and the riders that rely on its services will benefit from continued services, permitting workers to get to work and riders to essential services.

Subrecipient Activities: None.

Pre-Award authority will be used since the uncertainty when grant will be awarded. As a result, estimated operating expenses for the full grant amount is tentatively scheduled for May 2022 thru December 2022.

Security requirement of 1% will be for security lighting and services thus meeting FTA requirement.

**Frequency of Milestone Progress Reports (MPR)**

Quarterly

**Frequency of Federal Financial Reports (FFR)**

Quarterly

**Does this application include funds for research and/or development activities?**

This award does not include research and development activities.

**Pre-Award Authority**

This award is using Pre-Award Authority.

**Does this application include suballocation funds?**

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

**Will this Grant be using Lapsing Funds?**

No, this Grant does not use Lapsing Funds.

**Will indirect costs be applied to this application?**

This award does not include an indirect cost rate.

*Indirect Rate Details: N/A*

**Requires E.O. 12372 Review**

No, this application does not require E.O. 12372 Review.

**Delinquent Federal Debt**

No, my organization does not have delinquent federal debt.

**Award Point of Contact Information**

First Name	Last Name	Title	E-mail Address	Phone
------------	-----------	-------	----------------	-------

heriberto.chavarria@dot.gov	Program Management Specialist		
tony.ogboli@dot.gov	Community Planner		
Eduardo Bernal	Planning Manager	ebernal@ci.laredo.tx.us	956-795-2250

## Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (ARPA)	5307-9	20507	\$8,753,532
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$8,753,532</b>

## Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2022-015-01-00	300-00 (300-A1) OPERATING ASSISTANCE	\$8,753,532.00	\$0.00	\$8,753,532.00	0
TX-2022-015-01-00	30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$8,753,532.00	\$0.00	\$8,753,532.00	0

## Discretionary Allocations

This application does not contain discretionary allocations.

## Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
-----------	----------------	------------	--------------	--------------	----------	-----------	--------------------	-----	-------------	------------------	-------------------

TX-90-Y 460	TX-2022- 015-01-0 0	OPERA TING A SSISTA NCE	300-00 ( A1 300)	4823 90	Lared o, TX	2021.32.9 0.PV.1	04	Urbanized Are a Formula Gra nts (ARPA)	\$8,753,532	\$8,753,532
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## Part 3: Project Information

### Project Title: Operating Assistance

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2022-015-01-00	2069-2021-4-P1	9/16/2021	1/20/2020	9/30/2024

#### Project Description

This is a FFY 2021 Section 5307 AMERICAN RESCUE PLAN ACT (ARP) application in the amount of \$8,753,532 representing 100% federal share of the total eligible amount. Per the ARP ACT, the grant requests 100% federal share. The application utilizes ARP Act funding to help hard-hit public transit agencies avoid layoffs and service reductions, which disproportionately harm workers who are more likely to depend on public transportation that been affected by the Coronavirus COVID-19 pandemic. The application scope of work include operating expenses to operate and maintain the public transportation system. This project will be for operating assistance for the bus and paratransit operations in Laredo, Texas. Expenses will also include for the response for COVID-19 necessary to operate, maintain, and manage the public transportation system. Operating expenses usually include such costs as drivers salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies for sanitizing of buses/vans, bus stops and shelters, benches and waiting areas. Operating expenses and maintenance expenses are basically bus parts and labor to continue running normal bus service both fixed route and paratransit. No capital item will be procured.

#### Project Benefits

The outcome of this project is for funding to permit the Laredo Transit to continue provide operations that would otherwise have to be cut due to lack of funding. The City of Laredo and the Laredo Transit will continue to operate bus and paratransit services uninterrupted for the citizens of Laredo and visitors using transit. This grant will benefit the Laredo Transit recuperate the loss of farebox revenue due to the COVID 19 pandemic. The loss of revenue includes farebox and sales tax which these funds are used for bus and paratransit operations. At this present time, the loss of farebox revenue is 66% which is also similar to the loss of passenger ridership due to COVID19 and the bridge closures for non-essential travelers.

#### Additional Information

The riders using our bus system will benefit knowing that the bus service will continue to operate for their transportation trips like going to work, doctor visits, school, dialysis centers and other destinations. The city of Laredo and public are extremely grateful for this federal assistance.

#### Location Description

Laredo, Tx

### Project Location (Urbanized Areas)

UZA Code	Area Name
482390	Laredo, TX

### Congressional District Information

State	District	Representative
Texas	23	Will Hurd
Texas	28	Henry Cuellar

## Program Plan Information

### STIP/TIP

Date: N/A

Description: N/A

### UPWP

Date: N/A

Description: N/A

### Long Range Plan

Date: N/A

Description: N/A

## Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (ARPA)	5307-9	20507	\$8,753,532
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$8,753,532</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2022-015-01-00	300-00 (300-A1) OPERATING ASSISTANCE	\$8,753,532.00	\$0.00	\$8,753,532.00	0
TX-2022-015-01-00	30.09.08 EMER RELIEF - OPERATING ASSIST -	\$8,753,532.00	\$0.00	\$8,753,532.00	0



100% Fed  
Share

### Project Budget Activity Line Items

**Budget Activity Line Item: 30.09.08 - EMER RELIEF - OPERATING ASSIST - 100% Fed Share**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	OPERATING ASSISTANCE	0

**Extended Budget Description**

Operating funds will cover eligible expenses for bus services incurred beginning 01/20/2020 and ending 09/30/2024. Operating expenditures including bus/van operators and administration salaries and preventative maintenance expenses for buses and vans including fuel, parts, repairs, and

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (ARPA)	5307-9	20507	\$8,753,532
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$8,753,532</b>

Milestone Name	Est. Completion Date	Description
Start Date	1/20/2020	Operations assistance for transit operations
End Date	9/30/2024	Estimated date of completion.

### Project Environmental Findings

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

### Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date	Description	Date
	Class IIc CE Approved	

## Part 4: Fleet Details

No fleet data exists for this application.

## Part 5: FTA Review Comments

### Application Review Comments

**Comment By** Tony Ogboli

---

Comment Type Application Details

Date 11/20/2021

Grant Project Title/Name:  
• In the application Name/Title, identify in caption first, the Grantee's Name, Fiscal-Year & Source(s) of Federal Funds, and Main Activity/Use of the the grant funding (for example; the correct Title/Name should take this form... "City of Laredo FFY 2021 Section-5307 ARP – Grant Activity"). Please see the title name change I more correctly made to the application title for your future reference. The current Name/Title now is adequate. An easy and quick identification of the grant features in the application title/ name is critical for FTA contractors, grant project managers and reviewers.

Comment

**ENVIRONMENTAL FINDINGS:**

There are no Environmental Findings selected for the identified grantr project activity. Grant Budget Application has NO Environmental Findings/Selection.

You may transmit the grant application only after all the comments have been adequately addressed. Let me know if you have a question.

**Comment By** Tony Ogboli

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Comment Type Application Details

Date 11/24/2021

The Environmental Type-07 selected is incorrect. The grant application states in the executive summary and project description that the ARP funding will be utilized for Operating Assistance. The type-07 selected is for capital activity items, such as for capital acquisition, installation, rehabilitation, replacement, and maintenance of vehicles.

Comment

Please change the environmental selection from type-07 to type-04 (appropriately for operating assistance).

## Application Review Comments

**Comment By** Tony Ogboli

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Comment Type Pre-Award Manager Returns Application

Date 11/24/2021

Comment

**Comment By** Tony Ogboli

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Comment Type Pre-Award Manager Returns Application

Date 1/5/2022

Comment

Comments for 2069-2021-4:

Add Per ARP, the project(s) in this application is/are not required to be programmed in the Long-Range Transportation Plan, Statewide Transportation Plan, or Statewide Transportation Improvement Program. to the Application Executive Summary and STIP/TIP Program Plan Information.

o Pre- award authority is utilized, add the following statement in the Application Executive Summary. Pre-award authority expenses in the approximate amount of \$XXX,XXX were incurred from XX/XX/20XX to XX/XX/20XX.

Add how the security expenditure requirement will be met in the Application Executive Summary. 1% of funds apportioned via the 5307 Urbanized Area Formula program must be used for public transportation security projects. The recipient (grantee) must document and explain how they will satisfy the requirement or certify that the expenditures are unnecessary.

The Milestone End Date, 9/30/2024, is identical to the Period of Performance (POP) end date, 9/30/2024. Extend the POP end date to allow time to administratively close out the ALI 30.09.08 - EMER RELIEF - OPERATING ASSIST - 100% Fed Share.

## Part 6: Agreement

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-29, October 1, 2021)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:  
(1) "Federal Transit Administration Master Agreement," FTA MA(29), <http://www.transit.dot.gov>,  
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and  
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

### **FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

#### **Recipient Information**

Recipient Name: LAREDO, CITY OF

Recipient ID: 2069

DUNS No: 069463594

#### **Award Information**

Federal Award Identification Number: TX-2022-015-00

Award Name: City of Laredo Section-5307 ARP Funding For Operating Assistance

Award Start Date: 3/1/2022

Original Award End Date: 9/30/2025

Current Award End Date: 9/30/2025

Award Executive Summary: This is an FFY 2021 Section 5307 AMERICAN RESCUE PLAN ACT (ARP) application in the amount of \$8,753,532. Per the ARP ACT, the grant requests 100% federal share. The application utilizes ARP Act funding to help hard-hit public transit agencies avoid layoffs and service reductions, which disproportionately harm workers who are more likely to depend on public transportation that been affected by the Coronavirus COVID-19 pandemic. The application scope of work include operating expenses to operate and maintain the public transportation system. This project will be for operating assistance for the bus and paratransit operations in Laredo, Texas. Expenses will also include for the response for COVID-19 necessary to operate, maintain, and manage the public transportation system. Operating expenses usually include such costs as drivers salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies for sanitizing of buses/vans, bus stops and shelters, benches and waiting areas. Operating expenses and maintenance expenses are basically your parts and labor to continue running normal bus service both fixed route and paratransit. No capital item will be procured.

The City of Laredo agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved by FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

**Purpose:** The purpose of this project is to provide operating assistance to Laredo Transit Management Inc. to assist in recovering from COVID-19 during the period of 01/20/2020 to 09/30/2024.

**Activities to be performed:** Funds will be use to cover all eligible operating expenses such as driver and other operations worker salaries, fuel, bus parts, and supplies including personal protective equipment and cleaning supplies in order to continue bus operations.

**Expected Outcomes:** Funding will permit the Laredo Transit to continue provide operations that would otherwise have to be cut due to lack of funding.

**Intended Beneficiaries:** The Laredo Transit and the riders that rely on its services will benefit from continued services, permitting workers to get to work and riders to essential services.

**Subrecipient Activities:** None.

**Pre-Award authority** will be used since the uncertainty when grant will be awarded. As a result, estimated operating expenses for the full grant amount is tentatively scheduled for May 2022 thru December 2022.

Security requirement of 1% will be for security lighting and services thus meeting FTA requirement.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

### **Award Budget**

Total Award Budget: \$8,753,532.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$8,753,532.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$8,753,532.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$0.00

### **Award Budget Control Totals**

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
5307 - Urbanized Area Formula Grants (ARPA)	5307-9	20507	\$8,753,532
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$8,753,532</b>

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

**U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:**

Review Decision: DOL Concur - Certified  
Original Certification Date: 2/23/2022

**Special Conditions**

There are no special conditions.

**FINDINGS AND DETERMINATIONS**

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

**FTA AWARD OF THE GRANT AGREEMENT**

Awarded By:  
Gail Lyssy  
Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
Contact Info: gail.lyssy@dot.gov  
Award Date: 3/1/2022

**EXECUTION OF THE GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:

- (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

*LAREDO, CITY OF*

**RESOLUTION NO. 2022-RT-04**

AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT AND EXECUTE THE FY2021 FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5307 AMERICAN RESCUE PLAN (ARP) GRANT# TX-2022-015-00 IN THE AMOUNT OF \$8,753,532 FOR OPERATING ASSISTANCE AND MAINTENANCE FOR THE EL METRO BUS OPERATIONS. THE GRANT UTILIZES ARP ACT FUNDING TO HELP HARD-HIT PUBLIC TRANSIT AGENCIES AVOID SERVICE REDUCTIONS AND RECOVERRING AFFECTED BY THE CORONAVIRUS COVID-19 PANDEMIC. FUNDING WILL BE PROVIDED AT A 100% FEDERAL SHARE WITH NO LOCAL MATCH REQUIRED.

**WHEREAS**, the City of Laredo, Texas, authorizes the Interim City Manager to accept and execute grant# TX2022-015-00 to the Federal Transit Administration Section 5307 Urbanized Area AMERICAN RESCUE PLAN ACT OF 2021 (ARPA, H.R. 1319), and

**WHEREAS**, the Federal Transit Administration through the Department of Transportation (DOT) is prepared to award a grant to the City of Laredo, as authorized by statue 49 U.S.C. 5307, in the amount of \$8,753,532 for Fiscal Year 2022.

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

**Section 1.** the Interim City Manager is authorized to accept and execute grant# TX-2022-015-00 to the Federal Transit Administration Grant of Section 5307 funds in the amount of \$8,753,532 and

**Section 2.** the Interim City Manager is authorized to execute all necessary documents relating the said Grant; and

**Section 3.** the grant funds shall be deposited in the Laredo Transit Operating Fund.

**PASSED BY THE LAREDO MASS TRANSIT BOARD 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:

BY \_\_\_\_\_  
ANA SOPHIA GARCIA  
ASSISTANT CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Kristina L. Hale, Assistant City Manager

**Staff Source:** Robert J. Garza, Transit General Manager

**SUBJECT**



**Planned and Moving**

**2022-RT-05** Authorizing the Interim City Manager to accept and execute the FY2021 Federal Transit Administration (FTA) Section 5307 Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSSA) Grant No. TX-2022-012-00 in the amount of \$1,529,460 for operating assistance and maintenance for the El Metro Bus Operations. This grant utilizes CRRSSA funding to prevent, prepare for, and respond to Coronavirus COVID-19 Pandemic that includes payroll and operating expenses for fixed-route and paratransit in order to continue transit services. Funding will be at a 100% federal share with no local match required.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

On March 29, 2021, the Laredo Mass Transit Board approved for the City Manager submit a grant application for the CRRSSA grant program in the amount of \$1,529,460.

**BACKGROUND**

The U.S. Department of Transportation's Federal Transit Administration (FTA) recently announced a total of \$14 billion in federal funding allocations to continue to support the Nation's public transportation systems during the Coronavirus Disease 2019 (COVID-19) public health emergency. Funding is provided through the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) (H.R. 133), signed by President Donald J. Trump on December 27, 2020. FTA previously announced \$25 billion in Coronavirus Aid, Relief, and Economic Security (CARES) Act funding in April 2020. "This additional \$14 billion in transit infrastructure grants will help ensure our nation's public transportation systems can continue to serve the millions of Americans who depend on them," said the U.S. Transportation Secretary Elaine L. Chao.

Similar to the CARES Act, the supplemental funding will be provided at a 100-percent federal share, with no local match required.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends approval for the Interim City Manager accept, execute the CRRSSA grant# TX-2022-012-00 and approve the resolution.

**Fiscal Impact**

<b>Fiscal Year:</b>	2022
<b>Budgeted Y/N?:</b>	Y
<b>Source of Funds:</b>	Grant

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Funds will be deposited in the Transit Operations funds.

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**Attachments**

Grant Application TX-2022-012-00

RESOLUTION NO 2022-RT-05

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## Award

<b>Federal Award Identification Number (FAIN)</b>	TX-2022-012-00
<b>Temporary Application Number</b>	2069-2021-2
<b>Award Name</b>	City of Laredo FY21 Section 5307 CRRSAA Operating Assistance
<b>Award Status</b>	Obligated / Ready for Execution
<b>Award Budget Number</b>	0

<b>Period of Performance Start Date</b>	3/1/2022
<b>Original Period of Performance End Date</b>	12/30/2022
<b>Current Period of Performance End Date</b>	12/30/2022 Revision #: 0

### Part 1: Recipient Information

**Name: LAREDO, CITY OF**

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
2069	City	CITY OF LAREDO	069463594

Location Type	Address	City	State	Zip
Headquarters	1110 HOUSTON ST	LAREDO	TX	780408019
Physical Address	1110 HOUSTON ST	LAREDO	TX	78040
Mailing Address	1301 FARRAGUT ST.	LAREDO	TX	78040

### Union Information

<b>Union Name</b>	TEAMSTERS LOCAL UNION NO. 657
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas

Zipcode	78239
Contact Name	HUGO FLORES
Telephone	2105902013
Fax	2105904420
E-mail	
Website	DOES NOT HAVE EMAIL
<b>Union Name</b>	<b>TEAMSTERS LOCAL UNION NO. 657</b>
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas
Zipcode	78239
Contact Name	FRANK PERKINS
Telephone	2105902013
Fax	2105904420
E-mail	
Website	

## Part 2: Award Information

<b>Title: City of Laredo FY21 Section 5307 CRRSAA Operating Assistance</b>
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FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
TX-2022-012-00	Obligated / Ready for Execution	Grant	4/7/2021	4/7/2021	No

### Award Executive Summary

This is an FFY 2021 Section 5307 CRRSAA application in the amount of \$1,529,460 representing 100% federal share of the total eligible amount. The application utilizes CRRSAA funding to prevent, prepare for, and respond to coronavirus. The application scope of work include operating expenses to operate and maintain the public transportation system. This project will be for operating assistance for the bus and paratransit operations in Laredo, Texas. Expenses will also include for the response for COVID-19 necessary to operate, maintain, and manage the public transportation system. Operating expenses usually include such costs as drivers salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies for sanitizing of buses/vans, bus stops and shelters, benches and waiting areas. Operating expenses and maintenance expenses are basically your parts and labor to continue running normal bus service both fixed route and paratransit. No capital item will be procured.

The City of Laredo agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved by FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another

Federal agency, or an insurance company.

**Purpose:** The purpose of this project is to provide operating assistance to Laredo Transit Management Inc. to assist in recovering from COVID-19 during the period of 10/01/2020 to 09/30/2022.

**Activities to be performed:** Funds will be use to cover all eligible operating expenses such as driver and other operations worker salaries, fuel, bus parts, and supplies including personal protective equipment and cleaning supplies in order to continue transit operations.

**Expected Outcomes:** Funding will permit the Laredo Transit to continue provide operations that would otherwise have to be cut due to lack of funding.

**Intended Beneficiaries:** The Laredo Transit and the riders that rely on its services will benefit from continued services, permitting workers to get to work and riders to essential services.

**Subrecipient Activities:** None.

Per the CRRSSA, the project in this application is not required to be programmed in the Long -Range Transportation Plan, Statewide Transportation Plan, or Statewide Transportation Improvement Program.

**Note.** Other funding available from application 2069-2021-4 which has not been awarded is still insufficient to cover eligible expenses within the period.

The grant will be using Pre-Award authority however since it is uncertain the award date LTMI estimated to use the total grant funds for the month of March 2022 thru April 2022.

The security requirement includes security lighting and contractual security services thus meeting the 1% requirement.

**Frequency of Milestone Progress Reports (MPR)**

Annual

**Frequency of Federal Financial Reports (FFR)**

Annual

**Does this application include funds for research and/or development activities?**

This award does not include research and development activities.

**Pre-Award Authority**

This award is using Pre-Award Authority.

**Does this application include suballocation funds?**

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

**Will this Grant be using Lapsing Funds?**

No, this Grant does not use Lapsing Funds.

**Will indirect costs be applied to this application?**

This award does not include an indirect cost rate.

*Indirect Rate Details: N/A*

**Requires E.O. 12372 Review**

No, this application does not require E.O. 12372 Review.

**Delinquent Federal Debt**

No, my organization does not have delinquent federal debt.

## Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	heriberto.chavarria@dot.gov	Program Management Specialist		
	tony.ogboli@dot.gov	Community Planner		
Eduardo	Bernal	Planning Manager	ebernal@ci.laredo.tx.us	956-795-2250

## Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CRRSAA)	5307-8	20507	\$1,529,460
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$1,529,460</b>

## Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2022-012-01-00	300-00 (300-A1) OPERATING ASSISTANCE	\$1,529,460.00	\$0.00	\$1,529,460.00	0
TX-2022-012-01-00	30.09.08 5307 Urbanized Area Formula Grants (CRRSAA)	\$1,529,460.00	\$0.00	\$1,529,460.00	0

## Discretionary Allocations

This application does not contain discretionary allocations.

## Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
TX-90-Y 457	TX-2022- 012-01-0 0	OPERA TING A SSISTA NCE	300-00 ( 300)	A1	4823 90	Laredo, TX	2021.28.9 0.CR.1	04	Urbanized Area Formula Grants (CRRSAA)	\$1,529,460	\$1,529,460

## Part 3: Project Information

### Project Title: Operating Assistance

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2022-012-01-00	2069-2021-2-P1	4/7/2021	10/1/2020	9/30/2022

#### Project Description

This is a FFY 2021 Section 5307 CRRSAA application in the amount of \$1,529,460, representing 100% federal share of the total eligible amount. This application utilizes CRRSAA funding to prevent, prepare for, and respond to coronavirus. The application scope of work includes payroll and operating expenses for fixed route and paratransit services in order to continue transit services.

#### Project Benefits

The outcome of this project is for funding to permit the Laredo Transit to continue provide operations that would otherwise have to be cut due to lack of funding. The City of Laredo and the Laredo Transit will continue to operate bus and paratransit services uninterrupted for the citizens of Laredo and visitors using transit. This grant will benefit the Laredo Transit recuperate the loss of farebox revenue due to the COVID 19 pandemic. The loss of revenue includes farebox and sales tax which these funds are used for bus and paratransit operations. At this present time, the loss of farebox revenue is 66% which is also similar to the loss of passenger ridership due to COVID19 and the bridge closures for non-essential travelers.

#### Additional Information

The riders using our bus system will benefit knowing that the bus service will continue to operate to destinations like work, doctor visits, school, dialysis centers and other essential trips. The city of Laredo/ Laredo Transit and the public are extremely grateful for this federal assistance.

#### Location Description

Laredo, TX

### Project Location (Urbanized Areas)

UZA Code	Area Name
480000	Texas
482390	Laredo, TX

### Congressional District Information

State	District	Representative
Texas	23	Will Hurd
Texas	28	Henry Cuellar



## Program Plan Information

### STIP/TIP

Date: 7/22/2021

Description: This project includes only for operations. Therefore, per CRRSAA requirements, no Statewide Transportation Improvement Program (STIP) is needed. However, attached is the FY2021-2024 Statewide STIP.

### UPWP

Date: N/A

Description: N/A

### Long Range Plan

Date: N/A

Description: N/A

## Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CRRSAA)	5307-8	20507	\$1,529,460
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$1,529,460</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2022-012-01-00	300-00 (300-A1) OPERATING ASSISTANCE	\$1,529,460.00	\$0.00	\$1,529,460.00	0
TX-2022-012-01-00	30.09.08 5307 Urbanized Area Formula Grants (CRRSAA)	\$1,529,460.00	\$0.00	\$1,529,460.00	0

## Project Budget Activity Line Items

<b>Budget Activity Line Item: 30.09.08 - 5307 Urbanized Area Formula Grants (CRRSAA)</b>
--

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	OPERATING ASSISTANCE	0

### Extended Budget Description

Operating funds will cover eligible expenses for bus services incurred beginning 10/1/2020 and ending 09/30/2022. Operating expenditures including bus/van operators and administration salaries and preventative maintenance expenses for buses and vans including fuel, parts, repairs, and labor.

Note. Other funding available from application 2069-2021-4 which has not been awarded is still insufficient to cover eligible expenses within the period.

### Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CRRSAA)	5307-8	20507	\$1,529,460
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$1,529,460</b>

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2020	Operations and Preventative Maintenance for the LTMI Bus and Paratransit Operations.
End Date	9/30/2022	Estimated completion date to close out the grant.

## Project Environmental Findings

<b>Finding: Class II(c) - Categorical Exclusions (C-List)</b>
---

### Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

### Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

## Part 4: Fleet Details

No fleet data exists for this application.

## Part 5: FTA Review Comments

### Application Review Comments

**Comment By** Tony Ogboli

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Comment Type	Pre-Award Manager Returns Application
Date	7/19/2021
Comment	<p>Please reference the new Grant Making Toolkit that was recently shared and respond to the grant application accordingly.</p> <p>This application falls under the new requirement to include the OMB elements in the Application Executive Summary. The elements missing from the Application Executive Summary are, Expected Outcomes, Intended Beneficiaries and Subrecipient Activities. Please add them.</p>

**Comment By** Tony Ogboli

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Comment Type	Pre-Award Manager Returns Application
Date	1/5/2022
Comment	<p>Comments for 2069-2021-2:</p> <p>Add Per the CRRSAA, the project(s) in this application is/are not required to be programmed in the Long-Range Transportation Plan, Statewide Transportation Plan, or Statewide Transportation Improvement Program. to the Application Executive Summary. For future reference, the Recipient is a Designated Recipient, so UZA Code 480000 is not necessary under the Project Location (Urbanized Areas).</p> <p>Pre- award authority is utilized, add the following statement in the Application Executive Summary. Pre-award authority expenses in the approximate amount of \$XXX,XXX were incurred from XX/XX/20XX to XX/XX/20XX.</p> <p>Add how the security expenditure requirement will be met in the Application Executive Summary. 1% of funds apportioned via the 5307 Urbanized Area Formula program must be used for public transportation security projects. The recipient must document and explain how they will satisfy the requirement or certify that the expenditures are unnecessary.</p> <p>Add the approach used to determine requested funding under this project, such as reliance on the most recent years National Transit Database (NTD) data, to the Project</p>

Description.

If the time period listed for Operating Assistance overlaps with a corresponding time period in another grant application (ARP, CRRSAA, CARES Act or other FTA funding), and it appears that it does, list the applicable FAIN(s) and add a statement explaining that the other available funding is insufficient to cover eligible expenses within the period in the Extended Budget Description.

## Part 6: Agreement

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-29, October 1, 2021)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(29), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

### **FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

#### **Recipient Information**

Recipient Name: LAREDO, CITY OF

Recipient ID: 2069

DUNS No: 069463594

#### **Award Information**

Federal Award Identification Number: TX-2022-012-00

Award Name: City of Laredo FY21 Section 5307 CRRSAA Operating Assistance

Award Start Date: 3/1/2022

Original Award End Date: 12/30/2022

Current Award End Date: 12/30/2022

Award Executive Summary: This is an FFY 2021 Section 5307 CRRSAA application in the amount of \$1,529,460 representing 100% federal share of the total eligible amount. The application utilizes CRRSAA funding to prevent, prepare for, and respond to coronavirus. The application scope of work include operating expenses to operate and maintain the public transportation system. This project will be for operating assistance for the bus and paratransit operations in Laredo, Texas. Expenses will also include for the response for COVID-19 necessary to operate, maintain, and manage the public transportation system. Operating expenses usually include such costs as drivers salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies for sanitizing of buses/vans, bus stops and shelters, benches and waiting areas. Operating expenses and maintenance expenses are basically your parts and labor to continue running normal bus service both fixed route and paratransit. No capital item will be procured.

The City of Laredo agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved by FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

Purpose: The purpose of this project is to provide operating assistance to Laredo Transit Management Inc. to assist in recovering from COVID-19 during the period of 10/01/2020 to 09/30/2022.

Activities to be performed: Funds will be use to cover all eligible operating expenses such as driver and other operations worker salaries, fuel, bus parts, and supplies including personal protective equipment and cleaning supplies in order to continue transit operations.

Expected Outcomes: Funding will permit the Laredo Transit to continue provide operations that would otherwise have to be cut due to lack of funding.

Intended Beneficiaries: The Laredo Transit and the riders that rely on its services will benefit from continued services, permitting workers to get to work and riders to essential services.

Subrecipient Activities: None.

Per the CRRSSA, the project in this application is not required to be programmed in the Long -Range Transportation Plan, Statewide Transportation Plan, or Statewide Transportation Improvement Program.

Note. Other funding available from application 2069-2021-4 which has not been awarded is still insufficient to cover eligible expenses within the period.

The grant will be using Pre-Award authority however since it is uncertain the award date LTMI estimated to use the total grant funds for the month of March 2022 thru April 2022.

The security requirement includes security lighting and contractual security services thus meeting the 1% requirement.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

### **Award Budget**

Total Award Budget: \$1,529,460.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$1,529,460.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$1,529,460.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$0.00

### **Award Budget Control Totals**

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
5307 - Urbanized Area Formula Grants (CRRSAA)	5307-8	20507	\$1,529,460
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$1,529,460</b>

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

### **U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:**

Review Decision: DOL Concur - Certified  
Original Certification Date: 2/23/2022

### **Special Conditions**

There are no special conditions.

## **FINDINGS AND DETERMINATIONS**

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

## **FTA AWARD OF THE GRANT AGREEMENT**

Awarded By:  
Gail Lyssy  
Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
Contact Info: gail.lyssy@dot.gov  
Award Date: 3/1/2022

## **EXECUTION OF THE GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

*LAREDO, CITY OF*

**RESOLUTION NO. 2022-RT-05**

AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT AND EXECUTE THE FY2021 FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5307 CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT OF 2021 (CRRSSA) GRANT# TX-2022-012-00 IN THE AMOUNT OF \$1,529,460 FOR OPERATING ASSISTANCE AND MAINTENANCE FOR THE EL METRO BUS OPERATIONS. THIS GRANT UTILIZES CRRSSA FUNDING TO PREVENT, PREPARE FOR, AND RESPOND TO CORONAVIRUS COVID-19 PANDEMIC THAT INCLUDES PAYROLL AND OPERATING EXPENSES FOR FIXED ROUTE AND PARATRANSIT IN ORDER TO CONTINUE TRANSIT SERVICES. FUNDING WILL BE PROVIDED AT A 100% FEDERAL SHARE WITH NO LOCAL MATCH REQUIRED.

**WHEREAS**, the City of Laredo, Texas, authorizes the Interim City Manager to accept and execute a grant# TX-2022-012-00 to the Federal Transit Administration Section 5307 Urbanized Area new Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSSA), and

**WHEREAS**, the Federal Transit Administration through the Department of Transportation (DOT) is prepared to award a grant to the City of Laredo, as authorized by 119<sup>th</sup> Congress H.R. 133, in the amount of \$1,526,460 for Fiscal Year 2021.

**NOW THEREFORE, BE IT RESOLVED BY THE LAREDO MASS TRANSIT BOARD OF THE CITY OF LAREDO THAT:**

**Section 1.** the Interim City Manager is authorized to accept and execute grant# TX-2022-012-00 from the Federal Transit Administration Grant of Section 5307 funds in the amount of \$1,529,460 and

**Section 2.** the Interim City Manager is authorized to execute all necessary documents relating the said Grant; and

**Section 3.** the grant funds shall be deposited in the Laredo Transit Operating Fund.

**PASSED BY THE LAREDO MASS TRANSIT BOARD AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
PETE SAENZ  
MAYOR

ATTEST:



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JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

BY \_\_\_\_\_  
ANA SOPHIA GARCIA  
ASSISTANT CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 04/04/2022

**Initiated By:** Kristina L. Hale, Assistant City  
Manager

**Staff Source:** Robert J. Garza, Transit Director

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**SUBJECT**



**Planned and Moving**

**2022-RT-09** A resolution of the Laredo Mass Transit Board to approve and adopt the Laredo Transit Management Inc. Transit System Drug and Alcohol Policy in accordance with regulations of the United States Department of Transportation Title 49 Code of Regulations Part 655 and Part 40.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

On May 5, 2003, the Laredo Mass Transit Board approved and adopted the revised Drug and Alcohol Policy.

**BACKGROUND**

**2022-RT-09**

A resolution of the Laredo Mass Transit Board of the City of Laredo to approve and adopt the Laredo Transit Management Inc.(LTMI) Drug and Alcohol Policy in accordance with regulations of the United States Department of Transportation (DOT)Title 49 Code of Regulations (CFR) Part 655 and Part 40. Because the City of Laredo is a federal grant recipient, the Laredo Transit Management Inc. assures that it will comply with 49 CFR Parts 655 and 40 of the DOT Title 49 designed to help prevent accidents, injuries, and fatalities resulting from the misuse of alcohol and use of prohibited drugs by employees who perform safety-sensitive functions. The prior Transit Management company had adopted the Drug and Alcohol Policy on January 15, 2019.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends the Laredo Mass Transit Board to adopt and approved the LTMI Drug and Alcohol Policy.

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**Fiscal Impact**

**Fiscal Year:** 2022

**Bugeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

There is no financial impact.

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**Attachments**

2022-RT-09

LTMI Drug and Alcohol Policy

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## **RESOLUTION NO. 2022-RT-09**

A RESOLUTION OF THE LAREDO MASS TRANSIT BOARD OF THE CITY OF LAREDO APPROVE AND ADOPT THE LAREDO TRANSIT MANAGEMENT INC. TRANSIT SYSTEM DRUG AND ALCOHOL POLICY IN ACCORDANCE WITH REGULATIONS OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION TITLE 49 CODE OF REGULATIONS (CFR) PART 655 AND PART 40. THE LAREDO TRANSIT MANAGEMENT INC. ON BEHALF OF THE CITY OF LAREDO RECEIVES FEDERAL FINANCIAL ASSISTANCE FROM THE DEPARTMENT OF TRANSPORTATION, AND AS A CONDITION OF RECEIVING FEDERAL FUNDS, THE LAREDO TRANSIT MANAGEMENT INC. HAS SIGNED AN ASSURANCE THAT IT WILL COMPLY WITH 49 CFR PARTS 655 AND 40 DESIGNED TO HELP PREVENT ACCIDENTS, INJURIES, AND FATALITIES RESULTING FROM THE MISUSE OF ALCOHOL AND USE OF PROHIBITED DRUGS BY EMPLOYEES WHO PERFORM SAFETY-SENSITIVE FUNCTIONS.

**WHEREAS**, the Omnibus Transportation Employee Testing Act of 1991 is a United States federal legislation that requires drug and alcohol testing for safety-sensitive transportation employees in aviation, trucking, railroads, mass transit, pipelines, and other transportation industries; and

**WHEREAS**, the Federal Transit Administration (FTA) regulations under Part 655 require the Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations; and

**WHEREAS**, the Federal Transit Administration (FTA) regulations under Part 40 require that the local transit systems have Procedures for Transportation Workplace Drug and Alcohol Testing Programs; and

**WHEREAS**, the prior Transit Management company adopted the Drug and Alcohol Policy on January 15, 2019; and

**WHEREAS**, the City Council, sitting as the Mass Transit Board, is responsible for the general administration and operation of the City Transit Department; and

**WHEREAS**, the Laredo Transit Management Inc. Drug and Alcohol Program and Testing Program are necessary in order to comply with FTA regulations; and.

**WHEREAS**, the Laredo Mass Transit Board has reviewed the Laredo Transit Management Inc. Drug and Alcohol Program and Testing Program and found them to comply with the federal regulations.

**NOW THEREFORE, BE IT RESOLVED BY THE LAREDO MASS TRANSIT BOARD OF THE CITY OF LAREDO THAT:**

**Section 1.** In 1991, the U.S. Congress recognized the need for a drug and alcohol-free transportation industry and passed the Omnibus Transportation Employee Testing Act

requiring U.S. DOT agencies to implement drug and alcohol testing for safety-sensitive employees.

**Section 2.** The Federal Transit Administration (FTA) regulations under Part 655 require the Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations; and under Part 40 require that the local transit systems have Procedures for Transportation Workplace Drug and Alcohol testing Programs.

**Section 3.** The Laredo Mass Transit Board approves and adopts the Laredo Transit Management Inc. Drug and Alcohol Program and Testing Program as set forth on the attached and incorporated exhibits.

**PASSED BY THE LAREDO MASS TRANSIT BOARD 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:

BY \_\_\_\_\_  
ANA SOPHIA GARCIA  
ASSISTANT CITY ATTORNEY

Laredo Transit  
Management Inc.

# Drug and Alcohol Policy

Effective as of April 4, 2022

Date Adopted by LTMI Board: 04/04/2022

Date Revised: 01/15/2019

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## 1. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated, but reflect Laredo Transit Management Inc.'s policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

**All Laredo Transit Management Inc. employees are subject to the provisions of the Drug-Free Workplace Act of 1988.**

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify an Assistant General Manager no later than five days after such conviction.

## 2. Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

## 3. Prohibited Behavior

Use of illegal drugs is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body at or above the minimum thresholds defined in Part 40. Prohibited drugs include:

- marijuana
- cocaine



## FTA Drug and Alcohol Policy – Laredo Transit Management Inc.

- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

### 4. Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional.

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties for at least eight hours unless a retest results in the employee's alcohol concentration being less than 0.02.

#### Zero Tolerance

Per Laredo Transit Management Inc. policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be referred to a Substance Abuse Professional (SAP) **and terminated from employment.**

### 5. Circumstances for Testing

#### Pre-Employment Testing

Pre-employment alcohol tests are conducted after making a contingent offer of employment or transfer. All pre-employment alcohol tests will be conducted using the procedures set forth in 49 CFR Part 40. An alcohol test result of less than 0.02 is required before an employee can first perform safety-sensitive functions. If a pre-employment alcohol test is cancelled, the individual will be required to undergo another test with a result of less than 0.02 before performing safety-sensitive functions.

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

## Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when Laredo Transit Management Inc. has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

## Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

### Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by Laredo Transit Management Inc. using the best information available at the time of the decision, will be tested.

### Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (3) The vehicle is a rail car, trolley car or bus, or vessel, and is removed from operation, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by Laredo Transit Management Inc. using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured

following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

## Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at [www.transportation.gov/odapc/random-testing-rates](http://www.transportation.gov/odapc/random-testing-rates).

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

### Random Testing -- End of Shift

Random testing may occur anytime an employee is on duty so long as the employee is notified prior to the end of the shift. Employees who provide advance, verifiable notice of scheduled medical or child care commitments will be random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift. Verifiable documentation of a previously scheduled medical or child care commitment, for the period immediately following an employee's shift, must be provided at least two (2) hours before the end of the shift.

## 6. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

### Dilute Urine Specimen

If there is a negative dilute test result, Laredo Transit Management Inc. will conduct one additional retest. The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

### Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. Laredo Transit Management Inc. guarantees that the split specimen test will be conducted in a timely fashion. Employees are required to pay for the test (may not condition analysis on employee payment).

## 7. Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by Laredo Transit Management Inc..
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or Laredo Transit Management Inc. for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or Laredo Transit Management Inc.'s Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP.

## 8. Prescription Drug Use

**The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to Operations administrator. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.**

## 9. Contact Person

For questions about Laredo Transit Management Inc.'s anti-drug and alcohol misuse program, contact an Assistant General Manager.

Attachment A: Covered Positions

Appendix A: Safety-Sensitive

El Metro's Safety-Sensitive Positions: (fall under FTA guidelines)

Operations Manager	Bus Operator
Safety & Training Coordinator	Paratransit Operators
Maintenance Manager	Journeyman Technicians
Road Supervisors	Lead Mechanics
Transit Center Coordinator	Class "AA" Mechanics
Dispatchers (Fixed and Paratransit)	Class "A" Mechanics
Lead Service Person	Class "B" Mechanics
Service Person (s)	Class "C" Mechanics

3. El Metro's Non-Safety Sensitive Positions (fall under LTMI guidelines)

Transportation Analyst	Utility Person (s)
Maintenance Utility Supervisor	Custodians / Cleaners
Messenger	Data Entry Clerk
Parts Clerk	Customer Service Agents
Transit Procurement Specialist	Community Outreach Coordinator
Administrative Assistant I & II	Transit Asset Officer
Buyer	