

Housing Authority of the City of Laredo
Regular
Board of Commissioners Meeting



LHA Board Room
2000 San Francisco Ave.
Laredo, Texas 78040

Wednesday, April 5, 2023
11:30 a.m.

Laredo Housing Authority
Regular Board of Commissioners Meeting

Zoom Video Link:

<https://us02web.zoom.us/j/89716725429?pwd=TORQRVJIMldtUUJzWCtrcnJwMkZrQT09>

Call in Number: 1-346-248-7799

Webinar ID: [897 1672 5429](#)

LHA Board Room

2000 San Francisco Ave.

Laredo, Texas 78040

Wednesday, April 5, 2023

11:30 A.M.

Board of Commissioners

Cynthia Mares, Board Chair
Silvia Madrid, Vice Chair
Joe E. Aranda, Commissioner

Jose L. Ceballos, Commissioner
Gloria Ann Freeman, Resident Commissioner

The Board of Commissioners will convene for a Board meeting for discussion on the following matters (NOTE: A quorum of the Board will be physically present at this location, but up to two other Commissioners may attend by videoconferencing, as permitted by Tex. Gov't Code Section 551.127)

A-23-R-2

Agenda

April 5, 2023

- 1. CALL TO ORDER**
- 2. INVOCATION PRAYER**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL AND DECLARATION OF QUORUM**
- 5. CITIZENS COMMENTS**

This is the opportunity for visitors and guests to address the Board of Commissioners on any issue. The Board may not discuss any presented issue, nor may any action be taken on any issues at the time. There will be a 3-minute limitation per speaker. (Texas Attorney General Opinion-JC-0169)

- 6. PRESENTATION BY RESIDENT ADVISORY BOARD**
- 7. PUBLIC COMMENT PERIOD:**

The Laredo Housing Authority will be opening the 45-day comment period on an amendment to the agencies Admissions and Continued Occupancy Policy (ACOP) incorporating the final ruling on the limitation on Public Housing tenancy

for over-income families under the Housing Opportunity Through Modernization Act of 2016 (HOTMA).

8. APPROVAL OF MINUTES

- A. Approval of Minutes for Regular Board of Commissioners meeting on February 10, 2023.
- B. Approval of Minutes for Special Board of Commissioners meeting on February 22, 2023.

9. STANDING REPORTS AND PRESENTATIONS (No Action to be taken on these items)

- A. Executive Directors Report to include status of grant programs and ongoing construction projects.
- B. Unaudited Financials for the month of February 2023.

10. 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 Commissioner.

- A. Consideration to authorize out of town travel of staff for the Housing Agency Procurement Assistance Procurement and Contract Management Seminar in San Antonio, Texas on May 16-18, 2023.
- B. Consideration to authorize out of town travel of staff for the Texas NAHRO Annual Conference in Corpus Christi, Texas on April 11-13, 2023.

11. ACTION ITEM

- A. Presentation and possible action related to an agreement with Brownstone on the proposed development of Hillside Crossing Apartments. This item may be discussed in Executive Session pursuant to Section 551.071, consultation with attorney.
- B. Discussion and possible action to evaluate the existing telephone communications system with a recommendation by the Information Technology Department to enhance on the existing network in place. (Sponsored by Commissioner Joe E. Aranda and Co-sponsored by Vice Chair Silvia E. Madrid)
- C. Presentation by Management on the status of all the existing vacancies with possible action to proceed and fill all necessary positions as allotted in the approved operating budgets for purposes of facilitating the operations of the Laredo Housing Authority in the best interest of the public's needs

and requests and the needs of existing tenants.

(Sponsored by Commissioner Joe E. Aranda and Co-sponsored by Vice Chair Silvia E. Madrid)

- D. Discussion and possible action to approve the writing-off of non-collectable amounts for vacated Public Housing, Russell Terrace, Meadow Elderly and Farm Labor units from October 1, 2022 through March 31, 2023, as recommended by staff.
- E. Discussion and possible action to renew the Blue Cross Blue Shield Health Insurance, effective June 1, 2023 through May 31, 2024 as recommended by staff.
- F. Discussion and possible action to approve the Capital Fund Program Amendment to the Consolidated Annual Contributions Contract for calendar year 2023 and adopt Resolution No. 23-R-05.
- G. Discussion and possible action to award RFP No. 2023-0130-2 Integrated Pest Management & On-Call Services to JD's Pest Control in the amount of \$25,430.00 and authorize the Executive Director to finalize negotiations and contract with selected firm.
- H. Discussion and possible action to award RFP No. 2023-0130-1 Landscaping & Ground Maintenance to Airstream Professional Misting Systems in the amount of \$258,840.00 and authorize the Executive Director to finalize negotiations and contract with selected firm.
- I. Discussion and possible action to authorize the Executive Director to extend the contract with Slay Architecture for an additional year, as allowable by Contract No. 2022-0516-1 effective May 16, 2023 through May 15, 2024. This would represent the second year of the contract maximum of five years.
- J. Discussion and possible action to authorize the Executive Director to extend the contract with Redline Architecture for an additional year, as allowable by Contract No. 2022-0516-4, effective May 16, 2023 through May 15, 2024. This would represent the second year of the contract maximum of five years.
- K. Discussion and possible action to authorize the Executive Director to extend the contract with Architects Plus, Inc. for an additional year, as allowable by Contract No. 2022-0516-2, effective May 16, 2023 through May 15, 2024. This would represent the second year of the contract maximum of five years.
- L. Discussion and possible action to authorize the Executive Director to extend the contract with Able City for an additional year, as allowable by Contract

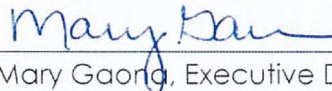
No. 2022-0516-3, effective May 16, 2023 through May 15, 2024. This would represent the second year of the contract maximum of five years.

12. EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE

The Board of Commissioners for the Housing Authority of the City of Laredo reserve the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on the posted agenda, above, as authorized by the Texas Government Code, including Sections 551.071 (consultation with attorneys), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), and 551.086 (economic development).

13. ACTION ON ANY EXECUTIVE SESSION ITEM

14. ADJOURNMENT

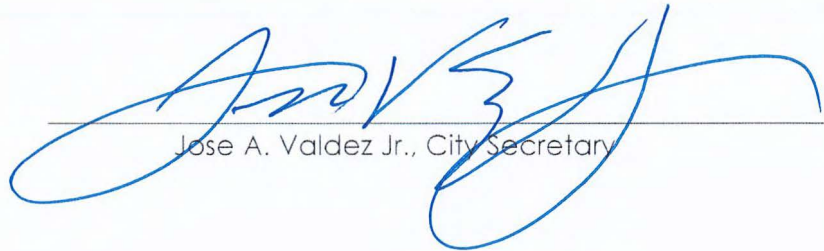


Mary Gaona, Executive Director

Laredo Housing Authority is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal access to communications will be provided to those who provide notice to the Executive Director at (956) 722-4521 at least 48 hours in advance. This meeting site is accessible to disabled persons. Disabled parking is provided in the north parking lot adjacent to the Administration Building, and disabled building access is located at the main entrance.

CERTIFICATON

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily ADA/accessible to the public at all times. Said notice was posted on Thursday, March 30, 2023 at 3:00 p.m.



Jose A. Valdez Jr., City Secretary

Laredo Housing Authority
Regular Board of Commissioners Meeting
Zoom Video Link:

<https://us02web.zoom.us/j/89982724519?pwd=YWVWSktRL1MwNGFSSHhJU1owQVBiZz09>

Call in Number: 1-346-248-7799

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LHA Board Room
2000 San Francisco Ave.
Laredo, Texas 78040
Friday, February 10, 2023
11:30 P.M.

Board of Commissioners

Jose L. Ceballos, Board Chairman
Joe E. Aranda, Commissioner
Silvia Madrid, Commissioner

Cynthia Mares, Commissioner
Gloria Ann Freeman, Resident Commissioner

The Board of Commissioners will convene for a Board meeting for discussion on the following matters (NOTE: A quorum of the Board will be physically present at this location, but up to two other Commissioners may attend by videoconferencing, as permitted by Tex. Gov't Code Section 551.127)

A-23-R-1

Minutes

February 10, 2023

1. CALL TO ORDER

Chairman Jose L. Ceballos called the meeting to order at 11:32 p.m.

2. INVOCATION PRAYER

Resident Commissioner Gloria Ann Freeman led them in prayer: good morning. "Please bow your heads. Dear Lord, thank you for this day. We pray that you guide this Board in the decision making. We pray that you bless this Board along with all newly elected and appointed officials throughout the country. We pray that you protect our students and teachers and keep them safe throughout this semester. We pray for all man affected by natural disasters throughout the world. We pray for peace and an end to all military conflict. We pray for all first responders that they come to no harm. We pray for the families in our community, that they have shelter and food. We pray for the homeless, the disabled, the hungry, and those with mental illness. Thank you for all the blessings that you bestow on us. In this we pray. Amen."

Chairman Ceballos thanked Ms. Freeman for the prayer.

3. PLEDGE OF ALLEGIANCE

Chairman Jose L. Ceballos led them in the recital of the Pledge of Allegiance.

4. ROLL CALL AND DECLARATION OF QUORUM

Chairman Ceballos asked Mrs. Gaona to proceed with roll call.

Ms. Gaona stated that they have a quorum.

Commissioners Present

Jose L. Ceballos, Chairman
Joe E. Aranda, Commissioner
Silvia Madrid, Commissioner
Cynthia Mares, Commissioner
Gloria Ann Freeman, Resident Commissioner

Commissioners Absent

Staff Present

Mary Gaona, Executive Director
Jennifer Barrientos, Director of Finance
Bulmaro Cruz, Director of Construction Projects
Melissa Ortiz, Director of HCV Programs
Robert Pena, Director of IT
Raquel Aguilar, Assistant Director of Housing Management
Melissa Hernandez, Director of Planning & Community Services
Valeria Cabello, Procurement Officer
Alejandro Jimenez, Assistant Director of IT
Christy Ramos, Administrative Assistant
Sonia Flores, Senior Accountant (zoom)
Sara Vicharelli, Leasing Specialist (zoom)
Maria Hernandez, Property Manager (zoom)
Veronica Alcala, Assistant Property Manager (zoom)
Melinda Gavilanes, Property Manager (zoom)
Elsa Rodriguez, Clerk (zoom)
Maria E. Serrano, Assistant Property Manager (zoom)
San Juana Valero, Assistant Property Manager (zoom)
Kayla Moreno, Property Manager (zoom)
Laura Martinez, Procurement Specialist (zoom)
Sandra Cavazos, Clerk (zoom)
Ricardo De Anda, Attorney

Others Present

Mario Jasso - Architect
Ms. Santiago – Russell Terrace
Abraham Gonzalez – Off Duty Police Officer

Chairman Ceballos thanked everyone that was present as well as joining via zoom.

5. CITIZENS COMMENT

This is the opportunity for visitors and guests to address the Board of Commissioners on any issue. The Board may not discuss any presented issue, nor may any action be taken on any issues at the time. There will be a 3-minute limitation per speaker. (Texas Attorney General Opinion-JC-0169)

Chairman Ceballos stated that there were no comments.

6. Chairman Comments: Welcome and Introduction of New Commissioners

Chairman Ceballos stated, I want to officially welcome all the new commissioners this morning. We thank you for the interest in coming to serve at the Housing Authority. I understand that everybody's been sworn in so, that's pretty much been confirmed, I appreciate that. I want to give you first an opportunity to maybe introduce yourselves and then I'd like to take a few minutes to also have our staff and attorney and everybody else very quickly introduce themselves as well. We'll start on our right with Ms. Mares. Commissioner Cynthia Mares stated, good morning, everyone, I certainly am very privileged and humbled by the appointment to this commission. Over the years, as I was talking earlier, I kind of grew up around here on the colonias. My mother use to teach for the Texas A&M agriculture system teach all the residents of the colonias nutrition classes so, I am very well aware of all the need that is in these communities especially with our less privileged families. It is an honor and a privilege for me to sit here and serve and hopefully make the right decisions for everyone concerned so that we can serve those much-needed underserved populations. Thank you. Chairman Ceballos replied, thank you very much for those words. Chairman Ceballos stated, Ms. Madrid. Commissioner Silvia Madrid stated, Hello everyone. My name is Silvia Madrid, I am a bus driver and also, I am the vice-president for the TSTA, that's the union, they represent Laredo and United Districts. Also, I am a member of the LMC, that is families of Laredo that get together to advise families how to live. And I am a mother of three kids that they are already married and also, I am a grandmother, I have five grandkids. Chairman Ceballos replied, congratulations, thank you very much. Chairman Ceballos stated, Mr. Aranda. Commissioner Joe E. Aranda stated, my name is Joe Aranda, I don't know some of you may remember me, I was here sometime back about exactly eight years ago to be very honest with you and I work for United, I am the Transportation Director and I am obviously very happy to be back to hopefully, like Ms. Mares was saying, to do what we need to do in the best interest of those that are obviously very needing, needier than we are obviously, and seek a roof over their heads. And hopefully we can make a difference as we move forward with the rest of the Board members. Chairman Ceballos replied, thank you very much for those words. Chairman Ceballos stated, Ms. Freeman. Resident Commissioner Gloria Ann Freeman stated, good morning, my name is Gloria Freeman and I am the resident commissioner on the board. I have been in housing since 2010-2011. I was in housing when Russell Terrace was almost lost. We worked really hard to get that up and going and I

was very vocal but this is not the only board that I participate in, I am also working with the Cesar Chavez Memorial Alliance and with LULAC District and the Veterans Council 777 and I am active throughout the community. I have a lot of different passions and I make sure that they are all, not voiced, but heard. But this is my strongest one because I feel this board works with people that have needs, they are not financially able to have an apartment outside of housing so, this is very important to our community and the issues key on the needs and not the wants of the different people throughout the community and that to me is very important. And I am glad to be here and thank you very much for joining us. Chairman Ceballos replied, thank you very much Ms. Freeman. Ms. Freeman was instrumental in the Russell Terrace, saving that development. And you will learn more as you go along, what that undertook. I am going to ask Mary to introduce herself and then Ricardo and then introduce some of our staff. Mary Gaona stated, good morning, Mary Gaona, I am currently the Executive Director here at the Housing Authority. My background has been with the housing authority for at least twenty-five – twenty-six years in and out during different times. I also feel that in order for us to work here you have to have the passion and the desire to help individuals and that's mainly my reason for being here at the agency. Chairman Ceballos replied, Ricardo. Attorney Ricardo DeAnda stated, good morning, my name is Ricardo DeAnda, I am your lawyer. I've been working with housing authorities, I am going now almost on fifty years of law practice, all in Laredo. I've been working with housing authorities in this area, including the Laredo Housing Authority since the 1970's, 1978 was when I first started working with the housing authority. I've been on and off for some time, I've worked with Mr. Aranda and with Mr. Ceballos and I am looking forward to working with you. My job I feel is to first of all to protect you from making any mistakes because we are dealing with federal funds and jurisdiction lies with the FBI and the US Attorney's office. So, my principal duty is to make sure that you all work within HUD regulations and laws. Also, my principal duties is to make sure that you all don't get into any hot water because of anything that we do. I am involved in evictions, these are very often times very sensitive matters that could come back, we have people here talking about our work. There are many matters that we deal with our tenants that are very sensitive and my primary responsibility is that it's done right and that it's done with sensitivity and that it is done with respect. Chairman Ceballos replied, thank you Ricardo and we do have another attorney by the name of Doug Poneck who is very helpful and was instrumental in a number of projects but he couldn't join today. He offices out of San Antonio but also does South Texas work. You'll get to meet him hopefully in the near future. Mary, will you introduce our directors and any other folks that you want to introduce. Ms. Gaona responded, yes, we have Robert, who is our IT Director, Jennifer, she is our Director of Finance, Melissa, she is our Director of HCV Programs (Section 8), and Bulmaro, he is our Director of Construction, and Ms. Aguilar, she is our Director of Housing Management (Public Housing), and Melissa Hernandez, she is our Director of Planning & Community Services, Christy, she is the Administrative Assistant, and Alejandro, he is our IT Assistant, and Valeria, she is our Procurement Officer. Mr. Ceballos stated, Mario Jasso is in the back, he has been an architect for the housing authority of and on for about thirty years. Ms. Gaona stated, and Mrs. Santiago, she is from our resident council and on zoom we have Sara Vicharrelli, Sonia Flores, Maria Hernandez,

Veronica Alcala, Kayla Moreno, Ms. Serrano, Ms. Valero, Melinda Gavilanes, Elsa Rodriguez, Laura Martinez, and Sandra Cavazos. Chairman Ceballos replied, thank you very much. So, roughly the agency has somewhere from eighty-five to anywhere to one hundred employees depending on what is going on. What is the latest count as of today? Ms. Gaona responded, about seventy more or less. Chairman Ceballos stated, this is something we added sometime back which is;

7. DISCLOSURE OF CONFLICTS OF INTEREST FOR BOARD OF COMMISSIONERS AND STAFF

Something that I feel is strong, it helps staff and it helps us when we are in a bind where we have perceptual or actual conflict, then announce them and then we decide whether to participate or exclude ourselves. So, we ask this question pretty much at every meeting, I think this takes people off the hook frankly when people put them in a bind just announce that and we step away from it.

Chairman Ceballos stated that there were no disclosures.

Chairman Ceballos stated, this item is also a standing item. So, I am giving you this background and Ms. Mares and the rest of the commissioners, I saw the item that the mayor put on requesting that you be appointed as chair, So, I want to make sure in the fullest and positive spirit, that I want to be helpful if that is the choice the board wants to make, that we move in that direction but I also want to make sure that everybody is participating in that action and if that is the case, whoever ends up being the chair that we feel comfortable with it and that person feels comfortable being ready to take it on. I am ready for any transition that this board wants to make. That was my intention in communication to the Mayor, I haven't had a sit down with the Mayor, that's a pending visit. But I want to assure everybody here today and including our staff that is watching and is here present. We are going to transition folks and it's important that we be ready. What I offer the board and I also offer Mary and the rest of the staff is that I assist in the transition because I think there is a lot of business that is technical business that whoever is going to lead, probably would benefit from sitting down, aside from these meetings, in additional time with our staff and with me. And if I am not necessary, that is also fine too. But I want to make sure that whoever ends up being the board chair, if that is you Ms. Mares, that it is perfectly fine with me. That I assist you or whoever ends up being chair in the transition effectively and that you feel I am prepared, I'm ready. If it's next month and or the month after or whenever this board wants to entertain that action, I am ready for that. I provided this organization sufficient time and hopefully some value in my service. I think we've grown; I think you'll see that in our staff. It's a young staff, in large parts, still developing. But I find that it is timely for us to transition. Ms. Freeman has been here with us for some time as well. So, I just want to clear the air with that, hopefully that's okay with everyone. Commissioner Cynthia Mares responded, I just want clarification as well, I mean all this idea that I am going to be the chairperson. To me it's just I'm sitting here on this board now as a commissioner with a very open mind and I realize that there are procedures and there are protocols so, when that

time comes, because I know that the bylaws say that there's got to be an election of officers in February and so we are going to go by the bylaws it's not on the agenda here but we can talk about that later. But I totally understand it's whatever the call is going to be by this commission. I will totally respect whatever that decision is. It's not that anybody is being pushed out or anything. Please don't take that that way because I am a member and I am here to work and I am here ready to learn, absorb, meet, and greet everyone, and work with everybody. Whatever my task is going to be so, like you say there is going to be election of officers and if there is a changing of the guard so be it, we respect it. I totally respect whatever is going to happen. I understand, I was on the board of LC for thirty years, trust me, I was president many times and I was vice-president many times and I was secretary many times over the years so, I got a little bit of experience so, I understand the procedure and how that works and it's what the majority wants. Wherever the chips fall, I will respect the decision of this board. Chairman Ceballos responded, okay, with that I think we probably want to put the elections, if we feel we are ready, we can put that on the agenda at the next meeting. And the offer is there from me to help, if you are elected, if you need help, I am there to help and I am there to assist. There is a few key projects that I have the heart for that I want to make sure we give it our best. If the board decides to move forward with them that we give it our best to succeed because they are important community projects. So, I appreciate that and I just want to make sure that that is clear because the way the appointments rolled out, there wasn't a lot of communication that came out of that. But we are here and we can move forward with that notion. So, I will add the elections item to the next meeting.

8. PRESENTATION BY RESIDENT ADVISORY BOARD

Chairman Ceballos stated, so, I got distracted. This became a resident standing item when we were dealing with Russell Terrace. There was a lot of discussion, so you all are aware, we held up till today, I've served roughly nearly one hundred meeting, since I started serving in January 2016. And a lot of those had to do with Russell Terrace Redevelopment and the protection of that community. So, that is a lot of meetings, you should not have to do that many meetings but in any case, my point is that we made it a standing item to never ignore our constituents, our residents.

Mr. Ceballos: Quería hacer comentarios el día de hoy?

Mrs. Santiago: Pues nada más quiero hacer un comentario, lo único que me gustaría

Mr. Ceballos: Si gusta pasar aquí al frente por favor y su nombre.

Mrs. Santiago: Mi nombre Asunción Santiago, presidenta de la colonia Russell Terrace. Este, pues a mí lo único que me interesa y también a ustedes es un poquito más de seguridad para la colonia. La verdad no se puede salir ya a gusto como antes, los niños, más los adolescentes. Yo tengo un niño que acaba de cumplir dieciocho años, pues cuando nos tocan juntas en la colonia repartimos flyers. No sé qué tipo de personas vivan ahí, pero nos gustaría que de repente el oficial de policía de pérdida todas las tardes anduviera dando vueltas ahí en la colonia porque a veces no hay ningún oficial y es lo único que a mí me gustaría

un poquito más de, que llegara alguien que le tengan más respeto y que le piensen porque a mi hijo pues me lo han asustado, me lo han amenazado y pues ya no puede salir o sea ya no lo puedo dejar salir al patio.

Mr. Ceballos: Muy bien. Mary, do you have any comment to that?

Ms. Gaona: We do have our police officers that are assigned to different properties so we will continue to have them there at different hours.

Mr. Ceballos: You want to repeat that in Spanish for her sake

Ms. Gaona: Si. Tenemos el personal que trabaja después de horas y les vamos a pedir que ellos también vayan a dar vueltas. Ellos están presentes ahorita

Mrs. Santiago: Si, está bien. Pero como le digo lo único, es la única duda que yo quería comentar.

Mr. Ceballos: Hemos estado, hemos tenido y algunos de los miembros lo han visto quizás en las noticias, problemas aislados desde human trafficking tuvimos una persona que estuvo robando varias gasolineras y luego se metió a la vivienda de acá de este lado y salió en las noticias y todo eso estuvimos haciendo ajustes con los policías. Yo la recomendación que le daría a Mary y a Abraham del departamento de policía que es el que nos coordina el equipo de que abrir el centro de Russell Terrace para que los policías, aunque estén en break (receso) que les vea la comunidad que están presentes ahí. Hemos hablado de darles acceso para que usen los baños también o sea darles un lugar donde ellos descansan y que la juventud y los residentes vean que hay presencia policial.

Ms. Madrid: Hay mucho muchacho y muchas muchachas ahí en la colonia!

Mr. Ceballos: Si. Hemos tenido etapas de human trafficking y es un problema que no nos podemos descuidar, se está haciendo a veces más dinero de eso que lo que se hace de vender drogas. Es algo bien lucrativo y desafortunadamente las colonias no son la excepción o sea ocurre donde quiera no vamos, pero tenemos la posibilidad de aumentar la presencia ahí de los policías, entonces yo los que les pediría es abrir ese centro y darle acceso a los policías que están trabajando de noche para que se estacionen ahí y tengan presencia y tomen sus "breaks" ahí. Yo sé que no tenemos para todas las colonias, pero enfocarnos un poquito más ahorita que hay un problema en Russell Terrace. No sé si alguien quiera decir un comentario de la mesa.

Ms. Madrid: Disculpe. Porque dice que le amenazan a su hijo. ¿Por su posición de presidenta?

Ms. Santiago: No, lo que pasa es que nosotros repartimos flyers y a veces nada más tenemos tiempo en la tarde. Y mi hijo a veces me dice pues yo te ayudo mamá para que termines más rápido y le digo pues tú agarra por aquella calle y yo agarro por esta y él tiene cabello largo y lo tiene por acá. Y ya él se fue por la

calle Elm y dice que llega un muchacho en su carro y se para bien recio en frente de la casa a donde iba a entregar un flier y que el muchacho dijo que buscaba ahí que ¿quién era? ¿Y que andaba haciendo? O sea, un montón de preguntas y mi hijo se asustó. Me llama por teléfono, yo andaba del otro lado y ya me dijo él, es que aquí un muchacho me está preguntando muchas cosas que ando haciendo aquí, que aquí es su barrio. ¿Le digo, sabes qué? Vete para la casa yo termino aquí los fliers mejor ya no salgas. Como a los cuatro días, ese día yo no pude ir a levantarlo a la escuela y se vino caminando y se lo volvió a topar, anda en su carro y nada más se le anda queda mirando y como si la anduviera siguiendo. Este, tenemos el perrito y a veces lo saca a caminar también y le empieza a dar dando vueltas en el área donde el anda. Y ya le mejor le dije sabes que, ya no salgas. O sea, ya no me siento segura que el ande afuera porque digo se pueden confundir cada quien puede tener su opinión de cada persona.

Mr. Ceballos: Eso es como algo ya personal ahí.

Ms. Santiago: Exacto. Y digo, pues ya sabe es mi hijo verdad y como todos los padres sabemos cada quien sabe lo que tiene en su casa. Mi hijo, pues yo digo que no ha llegado al grado que ande en esos casos ni en eso porque pues se la pasa en la casa metido, de la escuela a la casa y no sale, y que yo diga que sale con los muchachitos ahí en la colonia no sale.

Mr. Ceballos: Pienso que es para una conversación con el Departamento de Policía para prevenir algo más adelante.

Ms. Santiago: Y es que a mí me dio miedo porque me, es como siempre nos han dicho llámenle al policía que para que hagan reporte y eso, pero lo que si no hice eso fue porque me dio miedo porque digo él ya sabe dónde vivo, ya sabe dónde vive él o sea que ya va ser como que si llega el policía pues va a saber que va ser directamente a la casa esa, pues digo la va agarrar con nosotros y digo pues no tenemos ninguna necesidad. Estamos a gusto ahí, ya tenemos doce años y ahí estamos muy a gusto.

Mr. Ceballos: Esa sería mi recomendación, de que quizás consulte con uno de los oficiales que tenemos en la noche a ver que recomendación le dan ellos. Que, si se oye muy personal, ya el muchacho ya lo identifico.

Ms. Santiago: Claro. Está bien. Si pues eso ya lo sabemos.

Ms. Madrid: Es mejor que levante un reporte no tiene por qué tener miedo verdad, este para eso está la seguridad. Yo soy nueva, por eso me dio este concern de por qué le iban a amenazar a su hijo verdad. Tanto tenemos la policía responde, usted tiene el medio de levantar un reporte y este y no tiene por qué tener miedo a represalias tiene a la ciudad que la está apoyando verdad en este aspecto y más que nada por protección del niño porque como usted dice el viene solo de la escuela. Este, es mejor que usted tome las cartas verdad en la mano y usted haga un reporte y ya.

Mr. Ceballos: Si.

Ms. Santiago: Si. Está bien.

Mr. Ceballos: Muchas gracias Ms. Santiago.

9. APPROVAL OF MINUTES

- A. Approval of Minutes for Board of Commissioners meeting on November 18, 2022.

**Chairman Ceballos moved to approve the minutes for the Board of Commissioners meeting on November 18, 2022 as presented.
Resident Commissioner Gloria Ann Freeman seconded the motion.
Motioned passed unanimously.**

10. BUDGET WORKSHOP

Review and discuss the Laredo housing Authority's annual operating budgets for fiscal year ending March 31, 2024. The workshop will provide an overview of the proposed budget for the upcoming fiscal year.

Chairman Ceballos stated, this is the presentation part of the budget, the action part will come later on in the agenda. Good afternoon, my name is Jennifer Barrientos, I am the Finance Director for the Laredo Housing Authority. I'm here to present the operating budget for how Mr. Ceballos had mentioned, our fiscal year starts in April so it will be the April 1, 2023 through March 31, 2024 operating budget. On the table you will find a summary of all our programs and properties. This is highlights of that and I will go more into specifics of the summaries you have with you. So, for the operating subsidy, we are using the allowable management fees that HUD purposes of \$59.68 per unit lease. We are currently using the 2022 fees because the 2023 fees have not been published by HUD. So, these are charged by the properties of the programs and are recognized as revenue to the Central Office Cost Center. Allowable bookkeeping fees are \$7.50 per unit lease and allowable as management fees are \$10.00 per unit month. Chairman Ceballos stated, so for the board, she is talking about Public Housing. On the budget highlights we have a total revenue proposed at \$22,556,674.00 and total expenses of \$21,846,091.00 with a net cash flow of \$710,583.00. That you will see on the second page at the bottom are the totals in blue and green. The green is represented as defederalized money and the blue is federalized money. The blue can get re-captured at any time by HUD. The green, which is defederalized the agency stays with that so you see the blue is \$710,582.49 and the defederalized is at \$557,537.33. Attorney Ricardo DeAnda asked, could you please explain again the difference between those two, federalized and defederalized? Ms. Barrientos stated, federalized is federal money coming into the agency, we should not have too much in our bank account left over because HUD will come back and re-capture that money at any time. They have done so in the past many years ago. We don't foresee it but we never know with the government, it could always just

come back if you don't use it on allowable expenses and re-capture what we have as federal money in our bank accounts. Commissioner Cynthia Mares asked, and defederalized? Ms. Barrientos responded, defederalized are those monies that we have from the different properties, so like the management fees that you keep from our programs and that stays with us. Commissioner Silvia Madrid asked, how much time do we have to spend that money? Ms. Barrientos responded, one year. With the Public Housing Program, which are our properties, they issue it out on a yearly basis. Commissioner Silvia Madrid asked, based on? Ms. Barrientos replied, they start in January and for each month thereafter. For the Section 8 Program, they also give us monthly subsidies. Each month they will deposit depending on our expenditures so they don't give it all to us at one time. Ms. Gaona responded, just so that you will understand. The funding we get it on a calendar year but we have to work on a fiscal year which ours is April through March. Ms. Barrientos stated, in the past for the Section 8 Housing Choice Voucher Program what HUD does is look at the past three months. They check what was used and what did you spend it on. Then will say, we will give you back a prorated rate. Then they will deposit the money each month. Commissioner Silvia Madrid asked, they divide the money? Ms. Barrientos responded, yes, HUD divides the money. Chairman Ceballos responded, its' by each unit, yes. Ms. Barrientos stated, some of the highlights is that we have a \$12.00 minimum starting hourly rate for employees. We do have a benefits package that includes 100% employer paid health insurance (Blue Cross Blue Shield) for the employee. Also, an employer paid life insurance of two times their salary. For the employee retirement, the agency contributes 9% and the employee will contribute 2% to their retirement plan. Right now, currently the Texas Workforce Commission rate is at .10. We are using the 2022 rate because the 2023 rate has not been released. Attorney Ricardo DeAnda asked, that's the worker's compensation, right? Ms. Barrientos responded, yes. Chairman Ceballos stated, we did the minimum floor for \$12.00 maybe about 3 or 4 years ago, not too long ago, and that already seems like it's not enough anymore. Ms. Barrientos stated, here is the breakdown on the revenue and expenses and the net cash flow each property or program. Chairman Ceballos asked, Jennifer could you please explain AMP, what it is, because I know it's' going to be a little tricky. Ms. Barrientos responded; these are Asset Management Properties and this is where the asset management fees come from. Chairman Ceballos asked, is it a combination of properties? Ms. Barrientos responded, yes. Ms. Gaona responded; some are. Ms. Barrientos responded, some are and I will explain right now. I'll go to each one and tell you the AMP and the breakdown of it. So, COCC is our Central Office Cost Center, that consists of our main office. The finance department, IT department, and administrative staff are all in there. So, we are projecting revenue of \$1,600,000. with expense of \$1,400,000. and a net cash flow of \$219,000. AMP 1, Colonia Guadalupe consists of 272 units. One unit is being used as an office by the Laredo Police Department, So, that leaves us with 271 potential residents that could be living here. The revenue projected for this property is \$1.8 million and expenses of \$1.7 million with a net cash flow of \$26,000. AMP 3 consists of two properties which are our Ana Maria Lozano and Carlos Richter property. They have a total of 226 units with \$1.4 million in projected revenue and \$1.4 million in expenses with a net cash flow of \$27,000. AMP 4 is our Senior Home property which is in the downtown area. It is an

elderly community with 100 units. Revenue is projected at \$616,000. and expenses are \$599,000. with a net cash flow of \$16,000. AMP 5 is Meadow Acres which is located by the cemetery and South Laredo which is Lomas del Sur. It has 178 units with a projected revenue of \$1,039,485 and expenses at \$1,012,515 with a net cash flow of \$26,970.

Attorney Ricardo DeAnda asked, when you say revenue is that rental? Ms. Barrientos responded, that's rental including interest. It will show you a breakdown here on the first page. It will show you the revenue breakdown here and it tells you what it consists of like other income, interest that we can collect from the bank. The revenue coming in is subsidy from HUD and dwelling rent from the tenants. What you'll see here is the breakdown of COCC, it will give you what amounts are the revenue and the totals are down here before the second blue line. Chairman Ceballos stated, something to keep in mind is the net income. So, when it's defederalized you can potentially use it for other things but if you leave it there as it's been mentioned it gets put into a project reserve for that property and you pretty much don't have access to that unless you redevelop it. Which is something like what we did at Russell Terrace, but it's something to keep in mind even though you have savings in operating a property that doesn't mean you have it. There are a few exceptions for the most part they become inaccessible once they become project reserves. So, we try to make some money in areas where we can move into a local purpose. Ms. Barrientos stated, the next property is our AMP 6, our Asherton Property. This property is located in Asherton, Texas and there are mostly three and four bedrooms at this property. The projected revenue is \$176,000. and expenses are \$166,000. with a net cash flow of \$9,000. Attorney Ricardo DeAnda stated, would you please explain why we have Asherton. Ms. Barrientos replied, Asherton had another Board there in Asherton. HUD came because they were low performers. We get scored based on our financials and our leasing. We get scored as to whether we are high performers, standard performers, or low performers, so depending on the number of properties there is we are given different measuring rates. So, like between 100-90 are high performers. Asherton was a low performer so HUD took over that property and they came to the Laredo Housing Authority and asked if we wanted that property and we said yes. Chairman Ceballos responded, so, I did that transaction when I was a staff member. The majority of the issue was politics, it was the Asherton community and Carrizo. They had a dispute over school district issues and they couldn't work with each other on housing business and sadly for them they lost control over their housing authority. I was told to show up and HUD basically in the process handed us the keys and said "here you go." It is sad that the locality doesn't have control over their housing authority but that may be something that happens in the future because as you can see there is income there and it is barely breaking even. So, that's something the Board may consider. I know Mary has asked me if we have an interest in talking to HUD to give it back to that locality. Some of the same players are still around. I don't know, I can't answer that, but maybe sometime this board in the future might want to talk about. Ms. Barrientos stated, and our Fam Labor property is through USDA. We have \$190,000. in projected revenue and \$178,000. in expenses with a net cash flow of \$12,000. LHFC, so these properties were previously our Russell Terrace and Meadow Elderly

public housing properties that got converted to the Rental Assistance Demonstration program which is RAD and is part of the HCV the Housing Choice Voucher program. They used to be public housing but now they are HCV. The Bernal Sunrise Courts are three tiny homes that we constructed so this is part of the LHFC fund as well. We have projected revenue of 1.6 million and expenses of 1.3 million with a net cash flow of \$329,000. There is a big amount there because we do have a loan with PNC due to Russell Terrace and we need to always have a debt ratio of 1.25 in order to be compliant with our loan. Chairman Ceballos stated, so that is an example of defederalized use of monies and so is Los Balcones right and that's a local project that we did that's not federalized and this Board makes policy for it. It is currently being used for emergency housing. I wanted to also inform the Board about Russell Terrace. So, if you look at the cash that Russell Terrace generates for the number of 200 units, it is substantial compared to public housing. That's why nationally it makes some sense to redevelop. It's painful because you have people living there but at the end of the day even with the debt service you are still making more money than you are in public housing. I say more but your making money because we are not supposed to make money in public housing but you still have to run a business. So, just so you know, for Colonia Guadalupe it would be an alternative that is already being looked at. So, what is the best route, to redevelop and improve the quality here. Ms. Barrientos stated, at Los Balcones there are 10 units and one is being used as an office, these are transitioning housing. Mr. Ceballos stated, okay, I want to clarify, I said Balcones but its Bernal. Where are the tiny homes? Ms. Barrientos replied, LHFC. Mr. Ceballos stated, I want to clarify Los Balcones. So, the 3 tiny homes are the defederalized program money. Los Balcones does have federalized money by the way of a city grant. Ms. Barrientos stated, they are located on 1505 O'Kane. The projected revenue is \$124,000. with expenses of \$116,000. with a net cash flow of \$8,000. The Housing Choice Voucher Administrative, these are the administrative fees, this doesn't include the rental subsidy that we pay out to the landlord. This has projected revenue of \$1.19 million and expenses of 1.15 million, with a net cash flow of \$32,000. All this is a summary of what is being presented here. So, you will see the detailed information of the breakdown of the revenue and the expenses. Part of the administrative expenses are on the first page and they continue onto the second page. The total is at the bottom and there it will also show you the net cash flow. It will show, what was presented there it will show you which ones are federalized and defederalized. Mr. Ceballos stated, Los Balcones Apartments would be on that you all might think about walking. It's recently been re-developed and re-done, some existing apartments. We have 2 units that are dedicated to students that are homeless, some of you may have heard of it. I have not seen since it's been dressed up with logos and things. It was a very difficult inter-city re-development project especially during COVID. If you have time, you may want to take a look at it when you get a chance. Look at the pictures before and after, it turned out really great. Commissioner Cynthia Mares stated, is this that project that we were trying to collaborate with Laredo College for the homeless students? Chairman Ceballos replied, yes, thank you for that support. Ms. Barrientos stated, that is the budget summary. This will come back throughout the year to do any amendments that we might have, like if the premium for the insurance may go up, so we may have to adjust the numbers.

Any revenue coming in or another expense we did not foresee, so we will come throughout the year to get any budget amendments that we need so that we can present the budget correctly. Does anyone have any questions?

Commissioner Joe E. Aranda stated, the only question I have is on your net cash flow, obviously that is your federalized that's the one that runs the risk of being recaptured. Ms. Barrientos responded, yes, the one in blue. Commissioner Joe E. Aranda asked, is that \$710,000. Your norm? Ms. Barrientos responded, yes, so we try to be as close as we can, we don't want to put too much in reserves. We could always say that we can reduce expenses but then we will have more net profit and there is always the risk of them being re-captured and it's hard to use the reserves in the properties. So, if you put more money in it's harder to use. There are only allowable expenses that HUD will be allowing, like a construction project. You cannot use them for anything operational. We need to use the reserves for that they won't allow that. Chairman Ceballos stated, I think your question is, is it normal? Commissioner Joe E. Aranda replied, yes. Chairman Ceballos asked, what did we do last year? Commissioner Joe E. Aranda stated, is that standard? Ms. Barrientos responded; I think it was at \$500,000. Commissioner Joe E. Aranda responded, as long as you don't get it re-captured. Just want to make sure you do whatever you need to do to keep it here. A resident representative mentioned they needed more police support; I don't know if that qualifies. Ms. Barrientos responded, it is part of our operating budget, part of the expenditure. It's part of one of the contracts that we already have. It's already in this budget. Commissioner Joe E. Aranda replied, I know because I work at the school district and we contract with Laredo Police Department and the constables, to be able to help with traffic control. I remember 8 years ago whenever I was here it's always been an issue and we have to be extra vigilant. Because we have people that take certain liberties and they maybe intimidate other tenants and that creates a problem. Ms. Gaona responded, like we were saying, we need to submit our budget by March 8th but for the public housing operating fund module it was just released today at 11:00a.m. So, the revenue that we are projecting here is still not final. So, we will need to come back to you to do that revision. We are barely getting ready; we do have an estimate of what our projected revenue will be for our section 8 HCV program but our public housing we do not. What we are using there, is an estimated projection. We will be coming back to you with a revised budget. It's not because we don't know what we are doing, but it's because we don't know what our revenues are going to be. Mr. Ceballos stated: HUD Central. So, it may be good, it looks like cash, but at the end of the day it's actually cash that goes into our reserves but it is inaccessible cash if it's not used during the year. We should let the Board know what are the categories of expenditures we could fill in to utilize that funding so it doesn't really get re-captured in the sense that it goes into our project reserves. But you cannot access it once it's there, it is very difficult. Maybe you can tell the Board what would be an eligible expense that could be looked to use that net income. My memory is that we have been at 1.5 million at one point and it's never been less than half a million. So, properties are healthy. Thank you, any other questions? Commissioner Silvia Madrid asked, do they check the record for the people that live there? Ms. Barrientos stated, we do background checks on everybody that is coming in off our waiting list from 18

years and over. We do a criminal background check with our local sheriff's department. It might sometimes be guests of the property. Commissioner Silvia Madrid stated, so they have to be good people. Ms. Barrientos responded, yes. Commissioner Silvia Madrid, como dijo la señora es que no sé qué jente vive ayí. Debe de ser jente Buena señora. Ms. Barrientos responded, avises son los visitantes que van a ver los. Personas que no están en el contrato, pero van a ver los. Commissioner Silvia Madrid responded; they're going to be any restrictions for the people? Chairman Ceballos stated, there are some restrictions particularly certain aggravated offenses, you cannot live in public housing or obtain Section 8 typically of the sexual nature but the regulations don't prohibit someone with a criminal past to apply and get housed. Those are qualified in HUD regs and the government does not let us overlay additional restrictions when it comes to that. Other policies where we can, so someone has a record that is not within that category of the aggravated sexual offense, they can still receive assistance and that is just the reality. Ms. Barrientos stated, and when they do their annual recertification, we will check their background again. We check yearly when they renew their contract. Chairman Ceballos stated, if they commit a crime while in public housing and or section 8, then they are subject to the lease requirements. Which that threshold is much lower. If you disturb the peace, you are violation of the lease and you can be evicted. Although, you can get in, if you miss behave, you can be kicked out. Attorney Ricardo DeAnda stated, we are very strict on those provisions. If we have complaints from the tenants that are in violation of the lease with respect to violating the rights of the other tenants of their peace. Then we take eviction actions but that is when they are in and not in the process of getting in. Commissioner Silvia Madrid responded; por eso debe de aser un reporte con la policía

Attorney Ricardo DeAnda stated, our best defense is that the people that live there are getting a break on their rents. So, they are living in a \$1,000 dollar unit, paying only \$300 or \$400 dollars with the federal government making the difference but they have to behave. If they don't behave then they go out to the free market and have to pay \$1,000 dollars. Resident Commissioner Gloria Ann Freeman stated, I've been at Russell Terrace for a little over ten years but I live right down here at 303 Bruni at Colonia Guadalupe in 1973. The colonias go through a cycle. Real bad gangs and a lot of problems and then we work really hard and when I say we, I mean the community. Work really hard to eradicate it para quitar todos los problemas y día nos relajamos un poquito y suve el problema o través. Y yo digo que horita estamos en ese ciclo otraves. Porque no nomas es Russell Terrace es aqi, en Lozano que estan teniendo problemas, So, yo digo que vamos a tener que renforsar comunidad, familia, los programas escolares en las escuelas para calmar todo la juventu otraves. Para que ayga una paz por unos thres cinco años y dia empeza otravez. Chairman Ceballos stated, yes, the economy is very difficult right now. So, you have a lot of the new some crimes.

Commissioner Cynthia Mares Hay mucha desesperación, mucha frustración entre familias, entre la juventud y todo eso lo que hacen es irse al crimen, es lo

más fácil para poder salir de lo que tengan ellos, pero si ese punto suyo es muy valioso porque es lo que tenemos que hacer en realidad, reforzar todo eso de la familia, reunir a la familia, va a ser difícil, no va a ser de la noche a la mañana, pero siempre que permanezcamos vigilantes principalmente aquí con la administración de todo esto, que presentemos programas a los residentes para involucrarlos más y dar el mensaje

Mrs. Freeman: Y ahorita las colonias estamos haciendo los Bliibliotechs para que los jóvenes tengan a donde ir y no estén en la calle y es bien difícil tenerlos ahí adentro tratando de estudiar, cuando le están diciendo -vente, vente, vente acá afuera

Mrs. Madrid: A lo mejor en eso también se puede invertir un poco más, en los parques, ponerles basketball courts, hay mucho que también, ahorita que va a ser mucho calor, los que tiene la ciudad, los wáter Parks que pueden usar gratis los muchachos

Jennifer Barrientos: Si y todas las propiedades que tenemos si tienen playground y basketball courts también.

Any other comments on budget or are we ready to move on? We are ready to move on.

11. STANDING REPORTS AND PRESENTATIONS (No Action to be taken on these items)

- A.** Executive Directors Report to include status of grant programs and ongoing construction projects.

Chairman Ceballos stated, Mary go ahead. Ms. Gaona stated, for our Public Housing, our PIC score was at 99.33% and our December lease up is currently at 98.29% and for the year to date (April-March) lease up it is at 98.82%. Our HCV-Section 8 PIC score is at 105.33%, our monthly December HAP utilization is at 105%, and our HAP utilization year to date (January-December) is at 102.62%, for our unit utilization for December it is at 102.62% and what I mean by HAP utilization it is our Housing Assistance Payments and that is the money that HUD gives us to be able to issue out the vouchers so, our expenditures are at 105% and for our unit utilization year to date it is at 97.90%.and our January through December unit utilization is at 98.66%. Chairman Ceballos stated, now these percentages all play a part in how we become standard or high performer, that type of stuff. So, you'll learn as you go along. You'll remember the percentages later. Next is the Public Housing occupancy percentage, the unit utilization, as I mentioned we were at 98.82% for the year and for December we were at 98.29%our average from April through March 2023, it is currently at 98.87% and for the month of October like I said, it is at 98.29% and in comparison to last year at 96.45%. Here we have a comparison, I am giving you the individual units for each property and for our Farm labor, Russell Terrace, Meadow Elderly, and the only one we didn't talk about earlier is our

HCV-Section 8 we have a total of 1,640 vouchers. For November we were at total of 1,601 and for December 1,606 and I believe that for January we were at 1,619. Chairman Ceballos stated, we also took over Zapata's vouchers, I did that one to. How many vouchers do we currently have in Zapata? Ms. Ortiz responded; I believe we are at about 53. Chairman Ceballos stated, I think our max is about 66 if I remember correctly. Just so that you are informed, we do have the voucher program in Zapata. Ms. Gaona stated, we also have the Asherton vouchers in there. We did get an American Rescue Plan grant from Webb County, in the amount of \$200,000 for Los Balcones Apartments. We did hire a case manager for that property and as of right now, we have six families moved into Los Balcones. The other grant we have is the FY2020 Rapid Rehousing Grant the term was from February 2022 through January 2023 and as of December we had three families. We do have the 2021 grant also that began this February and we've carried over those three families and we are bringing in new families now to be able to expedite that through January. We did apply for the renewal grant we still haven't heard back from them on the allocation but we are hoping that yes. We did make their priority listing and we are hoping to get allocated and that will take us through January of 2025. Chairman Ceballos stated, just want to point out that this is a grant that allow us to serve people that are homeless or at risk of being homeless within certain categories to stream line them. They don't go into Section 8, they don't go into Public Housing, they go into this program that is similar to Section 8 in that they can get assistance up to 18 months and basically its within the housing services category of HUD programs. Commissioner Silvia Madrid asked, for emergency? Chairman Ceballos stated, it's treated like an emergency but it can last up to 18 months and in that process, we get them into the waiting list and hopefully roll them out into a different subsidy but this is homeless driven. Ms. Gaona responded, this program is not income driven so anybody facing an emergency you can basically help them for a couple of months and get them on their feet. Let's say they lost their job, or something, its getting them back on their feet right away and then transitioning them to. Commissioner Silvia Madrid responde, como si se te quema tu casa? Chairman Ceballos responded, si. Commissioner Cynthia Mares asked, do we promote this to get people to come? Ms. Gaona replied, yes but unfortunately, we are limited to the amount of funding that we get, it is not a big grant. I know that Bethany House also has a Rapid Rehousing Grant from the City of Laredo. So, we do partner with them and the referrals come through HMIS which is the Homeless Management Information System and they are the hub for the coordinated entry for Laredo. We also work with the school districts and their homeless families. The emergency housing vouchers, back in July of 2021 we were awarded 85 emergency housing vouchers and like I mentioned, these also go through the HMIS coordinated entry. These vouchers will be available through September 2023, after September 2023, any vouchers not actually leased at this time we will not be able to reissue them to someone else. So, we are pushing to get to the 85. It's been challenging since these are actually homeless individuals that are on the street and it's been challenging to keep them housed and or find landlords that will accept them. Even though we have a case manager that works with them but even with that, it's been

challenging. We are hoping that after September, HUD will issue these vouchers as regular vouchers and we get to keep them in the community. Chairman Ceballos stated, this is a program that resulted from COVID. They issued these emergency vouchers. Ms. Gaona stated, the next slide is just for informational purposes, there was a notice that was issued out and we did apply and we are waiting to see if we get any stability vouchers. Resident Commissioner Gloria Ann Freeman asked, when you said that Bethany House is issuing those homeless vouchers, does MHMR participate? Ms. Gaona replied, yes, Border Region and SCAN. Chairman Ceballos replied, and the homeless liaisons for the district also.

B. Unaudited Financials for the month of December 2022.

Chairman Ceballos asked, Mary, is it okay to present item 11B at our next meeting? I just don't want to lose more time in presentations and not get to the action items. Just bring back the unaudited financials for the month of December. Ms. Gaona responded, they are in your package and if you have any questions, feel free to contact myself or Jenny. Commissioner Cynthia Mares asked, do we need a motion for that? Chairman Ceballos stated, it is a report but if you want to make that motion, we can.

Chairman Ceballos moved to defer this item and for it to be presented at our next meeting.

Resident Commissioner Gloria Ann Freeman seconds the motion.

Motion passed unanimously.

12. 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 commissioner.

- A.** Consideration to ratify authorizing the Executive Director to enter into a collaborative, non-financial Memorandum of Agreement with Laredo College for the purpose of ESL and High School Equivalency (HSE) classes for the period of July 2022 through June 2023.
- B.** Consideration to ratify authorizing the Executive Director to extend the contract with Nava Group LLC, a construction management firm, for an additional year, as allowable by Contract No. 2020-0510-1, effective December 28, 2022 through December 27, 2023. This represents the third year of the contract maximum of five years.
- C.** Consideration to authorize the Executive Director to extend the contract with Quantcorp, a construction management firm, for an additional year, as allowable by Contract No. 2022-0131-1, effective February 21, 2023 through

February 20, 2024. This represents the second year of the contract maximum of five years.

- D. Consideration to authorize the Executive Director to enter into a collaborative, non-financial Memorandum of Understanding with Literacy Volunteers of Laredo for the purpose of ESL instructional services and Citizenship Preparation Classes.
- E. Consideration to authorize travel of staff and/or Board for the 2023 NAHRO Conference in Washington, D.C. on March 22 – 24, 2023.

Chairman Ceballos advised the Board that obviously this is new to you a lot of this, these are things that Mary feels are rudimentary and have been listed on there. If you wish to discuss any, you can pull one out, if you want to bring it back at another meeting, we can do the same. You all just let me know what your preference is. Commissioner Joe E. Aranda stated, I would like to make a motion, I looked at all the items and everything is obviously boiler plated and administration would bring to a Board the only ones that I couldn't get any information and I didn't understand the contract for item B and item C because if you look at the agenda, basically it just says that we are ratifying the extension of a contract for those two construction companies management for the Housing Authority and if you look at the packet, and look at the support information it has I guess the letter of intent from the principals but I certainly for one don't know what it is that they are doing. It does not say it there obviously and I don't know how much it is? I don't know what qualifications they have so I for one would like to table or whatever needs to happen to bring those back. Chairman Ceballos stated, do you want to make a motion to exclude those and vote on the rest?

Commissioner Joe E. Aranda moved to approve item A through E with the exception of items B & C. If we can bring those back at a future meeting so that maybe we can get some of those questions answered and at that time consider whether to move forward or not.

Chairman Ceballos seconded the motion.

Motion passed unanimously.

Commissioner Joe E. Aranda stated, I would like to see if we can have a meeting next week. I don't know if all the members are available or could attend but I would like to obviously you put it on the agenda so it has to have some importance to whatever it is that the Housing Authority is doing. So, I would like to see if there is a possibility if we could have a meeting next week if possible on Wednesday, I don't know if everyone is available, I am just throwing that date out and I would like to have in the spirit of the election of officers like you were mentioning and Ms. Mares. If we can bring that item up for the election of officers next week and we could have that discussion these particular contracts for consideration and again, that is just my food for thought. Commissioner Cynthis Mares stated, if you put that into a motion, I'll second that. Commissioner Joe E. Aranda stated, if you look at the By-Laws,

they are pretty straight forward that in February you do election of officers and again all of us are new Mr. Ceballos, I don't even know who the vice chair is or the secretary and so we really need to I think and iron that out and the only way to do it is to hold elections. That would be my motion. I don't know if it requires a motion, so I would like to see that happen. Chairman Ceballos responded, lets vote on the first one, I don't think we voted. Ms. Gaona stated, it cannot be next Wednesday because we would have had to post today before 11:30. Chairman Ceballos asked, how about the 22nd? Commissioner Joe E. Aranda stated, the 22nd is fine if everyone is available and we can invite those companies. Chairman Ceballos stated, I am available. Resident Commissioner Gloria Ann Freeman stated, that is far enough notice for me.

Commissioner Joe E. Aranda moved to bring back item B & C along with the election of officers on the agenda for meeting to possibly be set for February 22, 2023 at 11:30 a.m.

**Commissioner Cynthia Mares seconded the motion.
Motioned passed unanimously.**

13. ACTION ITEM

- A. Discussion and possible action to approve the Operating Budget for Fiscal Year Ending March 31, 2024, for the Housing Authority of the City of Laredo and adopt Resolution No. 23-R-01.

Chairman Ceballos asked, is there any discussion on this item and or additional presentation? What are the wishes of the Board?

Resident Commissioner Gloria Ann Freeman moved to approve the Operating Budget for Fiscal Year Ending March 31, 2004 as presented.

**Commissioner Cynthia Mares seconded the motion.
Motioned passed unanimously.**

- B. Discussion and possible action to adopt Resolution No. 23-R-02 and approve the Utility Allowance Schedules for the Housing Choice Voucher (HCV) Program and Project Based Voucher (PBV) Program effective April 1, 2023, as recommended by staff.

Good afternoon, Melissa Ortiz, Section 8 Director for the record. We are bringing this item for the adoption of the utility allowances which we have to adopt once a year if there is a ten percent variance and if you go to the last two pages, there is a comparison worksheet. For electric, we did have a fifteen percent increase and for the natural gas, we had a forty-two percent change, for the water it was less than the ten percent for Laredo. For Asherton, there was only a five percent change in the trash and in Zapata County here was no change. So, we are proposing to increase them. They vary like for the water, the variance is like one dollar or two for each bedroom or each unit type which is the multi-family, single-family, mobile home, and energy efficient.

Chairman Ceballos stated, these are used to calculate the tenant share of rent? So, they basically get what is a credit towards their rent and so these amounts are important for the residents. So, any increase in the utility allowance means a decrease in the rent share that the tenants pay. Ms. Ortiz responded, as well as an increase in HAP payment for us. Resident Commissioner Gloria Freeman replied, and it is checked every month because when the tenant comes to pay their rent, they bring in their utility receipts already paid to show how much and it is logged. Chairman Ceballos stated, I can attest that the electricity bill has gone up even more than the amount the utility allowance. At least in my case, I can vouch for that for sure. So, I am sure our residents are paying more than that. Chairman Ceballos stated, can you advise the Board on how we arrive at this. Did you use Nelrod Consultants. Ms. Ortiz responded, yes, we did. Every year we have to get a study done so we paid our consultant to do the study. They specialize in doing studies for housing authorities throughout Texas and in other states. And so, every year we procure them to do these studies for us. We started the process in October and they just completed the process in January. Commissioner Silvia Madrid asked, solar panels? Chairman Ceballos stated, probably the lease wouldn't allow it. Ms. Ortiz responded, these are for HAP payments, Section 8 so it would be the landlord cause these are not our units.

Chairman Ceballos moved to approve the utility allowance schedules as presented by staff.

Commissioner Joe E. Aranda seconds the motion.

Motion passed unanimously.

- C. Discussion and possible action to adopt Resolution No. 23-R-03 and approve the Utility Allowance Schedules for the Public Housing Program effective April 1, 2023, as recommended by staff.

For the record, Raquel Aguilar and I am the division on Public Housing and Melissa is the division of Section 8. It's basically, we also contract Nelrod to give us the study and give us the amounts. Our proposal is done by separate AMPs and then broken down also by the bedrooms. These amounts are credited against, once we calculate the persons income and what they qualify to pay, then we deduct the utility allowance and then that is the net amount that the tenant actually pays. So, its basically the same information. Chairman Ceballos stated, this is done once a year. Ms. Aguilar responded, correct.

Commissioner Cynthia Mares moved to approve as presented.

Chairman Ceballos seconded the motion.

Motioned passed unanimously.

- D. Discussion and possible action to award RFP No. LHA 2022-1205-1 General Depository Services Agreement and authorize the Executive Director to finalize negotiations and contract with the selected banking institution.

Good morning, Valeria Cabello for the record. We are required by HUD to have general depository services with a banking institution. We did open an RFP last month; it ran from January 5th through the 16th. We did receive one solicitation from Falcon International Bank. In your packet, you will see their scoring tabulation and you will also see the binder there is their submittal for your review. Commissioner Cynthia Mares asked, are they the current? Ms. Cabello responded, yes, they are the current and they have been our banking institution for the past twenty plus years. You will see there the criteria that was used to evaluate them and it was evaluated by a panel of LHA staff. The score given by them was an 84.99 and at this time we are requesting that you all approve to select the banking institution. We did put the publication in the newspaper. Commissioner Cynthia Mares stated, interesting, how so many banks in the city and nobody wanted to submit. Jennifer Barrientos for the record, Valeria was out on maternity leave at that time so I was the one that published this RFP. We did reach out to IBC, PNC, Bank of America, and Chase and no one responded. Commissioner Cynthia Mares stated, I am sure you did, I am just saying that it is interesting with so many banking institutions you would think someone would reach out. Chairman Ceballos stated, there was one year when Compass Bank did respond but they weren't able to beat the fees that Falcon offered.

**Chairman Ceballos moved to approve as recommended by staff.
Commissioner Cynthia Mares seconded the motion.**

Commissioner Joe E. Aranda asked, for how long is this. Ms. Barrientos stated, we are wanting it to be for at least two years since that is what the by-laws say. After the renewal, we will go ahead and ask the Board again to see if they would like to renew. With our procurement policy, we have up to five years. So, once we get into the agreement, there could be a possible extension of the current.

Motioned passed unanimously.

- E. Discussion and possible action to approve the purchase of a 2022 Ford F150 Regular Cab in the amount of \$35,248.50 from the 2021 Capital Fund Grant utilizing the Buy Board pricing.

**Commissioner Joe E. Aranda moved to approve as presented.
Commissioner Cynthia Mares seconded the motion.
Motion passed unanimously.**

Chairman Ceballos asked, Mary, anything else on your side before we close. Ms. Gaona responded, no. Chairman Ceballos asked, do we want to add anything else to the next meeting? I would like for them to get briefed on the ongoing projects if time allows. We can hopefully add that. Are you all okay with that? Commissioner Joe E. Aranda responded, yes. Chairman Ceballos stated, If we can just formulate it so that we can finish by this time it would be great. Resident Commissioner Gloria Ann Freeman stated, I would like to see

something on next months agenda, not necessarily every month but just next month so we can see what's going on in the colonia's with the 911 responses and incidents happening throughout our properties. . Chairman Ceballos stated, thank you very much, I think this was a very productive meeting. Looking forward to the next one. Ricardo, if you could review by laws for the elections and all that so there is guidance from your part for the next meeting.

14. EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE

The Board of Commissioners for the Housing Authority of the City of Laredo reserve the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on the posted agenda, above, as authorized by the Texas Government Code, including Sections 551.071 (consultation with attorneys), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), and 551.086 (economic development).

15. ACTION ON ANY EXECUTIVE SESSION ITEM

16. ADJOURNMENT

**Chairman Ceballos moved to adjourn the meeting.
Commissioner Joe E. Aranda seconded the motion.
Motion passed unanimously.**

Meeting adjourned at 12:53 p.m.

Jose L. Ceballos, Board Chairman

Mary Gaona, Executive Director

Laredo Housing Authority
Special Board of Commissioners Meeting
Zoom Video Link:

<https://us02web.zoom.us/j/88130511178?pwd=YlPSUNEQ1FPcTjXb2JUTlFmOWF1dz09>

Call in Number: 1-346-248-7799

Webinar ID: [881 3051 1178](#)

LHA Board Room

2000 San Francisco Ave.

Laredo, Texas 78040

Wednesday, February 22, 2023

11:30 A.M.

Board of Commissioners

Jose L. Ceballos, Board Chairman

Cynthia Mares, Commissioner

Joe E. Aranda, Commissioner

Gloria Ann Freeman, Resident Commissioner

Silvia Madrid, Commissioner

The Board of Commissioners will convene for a Board meeting for discussion on the following matters (NOTE: A quorum of the Board will be physically present at this location, but up to two other Commissioners may attend by videoconferencing, as permitted by Tex. Gov't Code Section 551.127)

A-23-S-1

Minutes

February 22, 2023

1. CALL TO ORDER

Chairman Jose L. Ceballos called the meeting to order at 11:30 a.m.

He stated, I would like to thank everybody for being here Board of Commissioners, staff, attorney and those on line.

2. INVOCATION PRAYER

Resident Commissioner Gloria Ann Freeman led them in prayer: "Please bow your heads, Dear Heavenly Father, we thank you for this day. We pray for everyone in harm's way. We pray for peace on earth. We pray for former president Jimmy Carter, that his end is peaceful. We pray for everyone that is in the path of this massive winter storm that will affect the entire country. We pray for all those affected by the earthquakes in Turkey and Syria. We pray for their families. We pray for all students and educators. We pray for all first responders. We pray for our military and veterans. We pray for the disabled, the hungry, and the homeless. And lastly thank you for all the gifts you bestow on us. In Jesus name. Amen."

Chairman Ceballos thanked Ms. Freeman for the prayer.

3. PLEDGE OF ALLEGIANCE

Chairman Ceballos led them in the recital of the Pledge of Allegiance.

4. ROLL CALL AND DECLARATION OF QUORUM

Chairman Ceballos asked Mrs. Gaona to proceed with roll call.

Chairman Ceballos stated that they have a quorum.

Commissioners Present

Jose L. Ceballos, Chairman
Joe E. Aranda, Commissioner
Silvia Madrid, Commissioner
Cynthia Mares, Commissioner
Gloria Ann Freeman, Resident Commissioner

Commissioners Absent

Staff Present

Mary Gaona, Executive Director
Jennifer Barrientos, Director of Finance
Bulmaro Cruz, Director of Construction
Melissa Ortiz, Director of HCV Programs
Robert Pena, Director of IT
Raquel Aguilar, Interim Director of Housing Management
Melissa Hernandez, Interim Director of Planning and Community Services
Alejandro Jimenez, Assistant Director of IT
Christy Ramos, Administrative Assistant
Sonia Flores, Senior Accountant (zoom)
Sara Vicharelli, Leasing Specialist (zoom)
Maria Hernandez, Property Manager (zoom)
Veronica Alcala, Assistant Property Manager (zoom)
Melinda Gavilanes, Property Manager (zoom)
Elsa Rodriguez, Clerk (zoom)
Maria Serrano, Assistant Property Manager (zoom)
San Juana Valero, Assistant Property Manager (zoom)
Kayla Moreno, Property Manager (zoom)
Denise Guzman, Property Manager (zoom)
Doug A. Poneck, Attorney
Ricardo De Anda, Attorney (zoom)

Others Present

Abraham Gonzalez, Off Duty Police Officer
Ana Karen Serna, Quantcorp Construction, LLC
Abraham González, Quantcorp Construction, LLC
José Nava, Nava Group, LLC

5. CHAIRMAN COMMENTS

Chairman Ceballos stated, I asked Mary to add this item on the agenda since today we are going to have elections. So, my presumption is that there will be a new chair. So, I would just like to say, it's been my privilege to serve as chair of the Housing Authority during my term. I got appointed in December of 2015; we were out of town for a couple of weeks over my wife had had an injury at that time. So, I was actually in El Paso for two weeks so I couldn't serve the initial first meetings that were held in December. So, I started serving in January and it was a little bit rough, the prior Chairman was not accepting my service and my replacement so we ended up essentially having some meetings in January. We ended up with some projects that were very difficult. I think the staff and team and the Board that was here should be very proud of. Both Russell Terrace and Casa Verde, we managed to save Casa Verde so essentially, I've put in a lot of time here and I am happy to do that, I am happy to continue with the group that is here and be supportive in the finality of serving those that need it. It's very interesting that and I am not going to say very much more about my service, I think that will speak for itself. Obviously when you set meetings as the chair, by the way I have perfect attendance let me say that. I am close to one-hundred meetings but then again, I am setting the meetings and setting the time for it but somewhere along the way, I was able to make every meeting that was called during the Russell Terrace two-three-year situation. We had a lot of meetings, hopefully we will never have to go through that again where you are having to come into all of those meetings because of regulations and other things. I am very hopeful that the organization will continue to move forward in the spirit of serving others. So, that is all that I am going to say about my service. I didn't talk to Ms. Freeman today but I wanted to take a few minutes today to actually share with you, Ms. Freeman mentioned President Carter, and I wanted to take a few minutes for the Board, staff, and those that are online to actually listen to a video and I thought about in terms of who serves and why we serve. This is probably the humanistic president that we may have had and well he is still alive but he is in hospice. So, he is likely reaching the end of his life. President Jimmy Carter, served as the thirty-ninth President of the United States, he is a 2002 Noble Peace prize winner and I had two quotes to read and as I was thinking about service this morning, I came across this story and I will read the quotes first and then we can watch this very short clip that yahoo news put out for him about his messaging.

"The measure of a society is found in how we treat their weakest and most helpless citizens." And then this other quote "I only have one life and one chance to make it count for something...My Faith demands that I do whatever I can, wherever I am, whenever I can, for as long as I can with whatever I have to try to make a difference."

And you have seen his impact beyond his service to the country. Some people say that his true impact, largest impact occurred after he left office. And even at 98 years old, even in the last couple of years, he was building homes for people and he is someone who got very close to Habitat for Humanity, So, for me I want to take this moment to potentially as I exit from Chair, to really reflect on President

Carter's service as we serve in housing people. I think it is very relevant. Robert played video.

https://news.yahoo.com/jimmy-carter-library-atlanta-visitors-153213952.html?fr=sycsrp_catal

6. NOMINATION AND ELECTION OF OFFICERS

Attorney, Doug Poneck stated, my name is Doug Poneck, with Escamilla & Poneck, we have been working with the Housing Authority for about eight years from 2015 on. We represent governmental agencies throughout the state. One of our oldest clients is the San Antonio Housing Authority, which we have been representing since 1995. And it is one of the largest Housing Authority's in the Southwest, which is now called Opportunity Homes. So, we have experience in this area and our role is to advise the entity, the Housing Authority is the client. Being the highest embodiment of that and we work with staff as the Board directs us to do so. So, now we are at the point where you have your elections of officers and just so that you know, you have the Housing Authority and then you have the three related non-profits. So, you have meetings set up for those as well. Because when you take action on your Board officers, you should also do that for your non-profits. So, after we are done with this meeting, you will open up the non-profits individually and do officer elections for those as well. There are three officers but the office of Secretary, there is Chairperson and Vice-Chairperson for this and for the non-profits it's President and Vice-President those are held by Board members and then for all of these entities, this Housing Authority and those three non-profits, there is the office of Secretary and per state law, the office of Secretary is held by the Executive Director of your agencies. So, that is really already predetermined and the same is true in the bylaws for the nonprofits that the Secretary is to be your Executive Director. So, really what we are talking about today with this entity is Chairperson and Vice-Chairperson. So normally we start with the Chairperson election and just so you know to make a nomination there isn't a second for that. You just say I nominate such person and typically the person states yes, I am willing to serve. If the person is not willing to serve, they would say, I would like to not be considered. That's not usually the case. So, once we have the nominations, we will take them in order of the nominations if there is more than one there will be an election The first time someone gets the majority. Then that person is the Chairperson and I can continue the election and or the Chairperson can say okay, I will take over for calling for the office of Vice-Chair whatever the Board prefers. So, if there are no questions, I can start the process, okay. Chairman Ceballos responded, go ahead. Attorney, Doug Poneck stated so the first office is of course Chairperson for the Housing Authority. So, are there any nomination? Gloria Freeman for the record, I nominate, Jose Ceballos for continuity of the projects that we are currently working on. Mr. Poneck asked, are there any other nominations? Mr. Joe E. Aranda stated, I nominate Cynthia Mares for the Chair. Mr. Doug Poneck asked, are there any other nominations? If not, we will close the nominations and like I said, we will take them in order. All those in favor of Jose Ceballos serving as the Chair for the Housing Authority please raise your hands.

We have one vote on that. All those in favor of Cynthia Mares serving as the Chairperson, please raise your hands. Commissioner Cynthia Mares asked, can I vote for myself? Attorney Doug Poneck responded, yes, you can vote. Okay, we have majority. So, Ms. Mares you are now the Chairperson for the Housing Authority. Congratulations and Condolences. Board Chair Cynthia Mares responded, well thank you very much. Commissioner Jose L. Ceballos asked, Board Chair Cynthia Mares do you want to come over here? Board Chair Cynthia Mares responded, I will sit here for the remainder of the meeting, no problem. Just some very brief comments. Thank you for the vote of confidence, for those who voted. And Mr. Ceballos undoubtedly you have a great trajectory here with this organization as it's Chairperson. You are to be commended for the job that you have done thus far and I have big shoes to fill and I am glad you are staying on because you'll serve to be my anchor in terms of information. I am excited and happy to meet the rest of you individually so you all can tell me exactly what it is that you do and how it all functions. Of course, Mrs. Gaona, definitely we have to come together and meet. It's an honor and privilege and I am humbled to have been selected but I just want you all to know that you have my three hundred percent of effort and energy you know to make this function the way it's supposed to be. It's certainly like I said following what Mr. Ceballos has already set as a foundation and on his footprints are there and whatever new things the government decides to throw our way. Cause there is always the baggage you get from left to right in terms of changes and policies, laws, funding, etc. So, again there is a lot to learn and I appreciate all my colleagues here, the new Board members as well, I know together we will march forward and make this run smoothly with no interruptions and all. I am a person that has an open door to all things.. I've always accepted feedback; you know constructive criticism from anyone. Ideas on how to make things work better. I've always said there is always a better mouse trap out there and if someone has that idea well then let's go after it and see what it brings. As long as it brings positive results to each and every resident of this great community and the people that are here in housing. Certainly, we have to take care of their needs, we have been entrusted with that responsibility and job so as a Board and its commissioners I know we all share that in the vision and the role that has been set out for us of responsibilities. Having been on the Board at LC for a couple of years you know I understand processes and organization. So, thank you for the opportunity to serve you and I am here for anyone and lets move this project forward. Thank you very much. Attorney, Doug Poneck stated with your permission Ms. Mares, may I call for nominations for Vice Chair? Alright, so now we have the nominations for Vice-Chair of the housing authority. Are there any nominations? Commissioner Joe E. Aranda stated, I would like to nominate Ms. Silvia Madrid to be the Vice-Chairperson. Are there any other nominations? If not, although someone will say we have a vote of acclimation whatever I would just ask are all those in favor of Ms. Madrid serving as Vice-Chair? Would you raise your hand? Very good, so now we have a Vice-Chair. Vice-Chair Silvia Madrid replied, thank you. Commissioner Jose L. Ceballos stated, congratulations. Attorney, Doug Poneck stated, so ma'am that concludes the elections of officers so we can do to the item on the agenda which is number seven, citizens comments. Board Chair Cynthia Mares stated, thank you very

much for doing that election, really appreciate it. Attorney, Doug Poneck stated, yes ma'am.

7. CITIZENS COMMENTS

This is the opportunity for visitors and guests to address the Board of Commissioners on any issue. The Board may not discuss any presented issue, nor may any action be taken on any issues at the time. There will be a 3-minute limitation per speaker. (Texas Attorney General Opinion-JC-0169)

Board Chair Cynthia Mares stated that there were no comments.

8. DISCLOSURE OF CONFLICTS OF INTEREST FOR BOARD OF COMMISSIONERS AND STAFF

Board Chair Cynthia Mares stated that there were no disclosures.

9. ACTION ITEM

- A.** Discussion and possible action to renew authorized signer for all bank accounts and HUD online systems with newly elected Chairperson.

Good morning, Jennifer Barrientos, Director of Finance for the record. Our banking institutions require board approval to make any changes to the authorized signers for all of our agency's bank accounts. That includes our Falcon International Bank and also, we have our PNC Bank as well. Additionally, we would like to update all HUD online systems to reflect newly elected Chairperson.

**Commissioner Joe E. Aranda moved to approve as presented.
Resident Commissioner Gloria Ann Freeman seconded the motion.
Motion passed unanimously.**

- B.** Discussion and possible action to authorize the Executive Director to establish four (4) general depository accounts with Falcon International Bank two (2) for the Mainstream Program and two (2) for the Emergency Housing Voucher Program.

Jennifer Barrientos for the record. The Department of Housing and Urban Development, which is HUD, requires that all monies deposited with the General Depository for the Housing Authority shall be credited in a separate interest bearing account. Additionally, HUD requires to maintain two separate bank accounts one for administrative revenue and expenses and another one for the Housing Assistance Payments (HAP) revenue and expenses. For accounting purposes, we are requesting authorization to open these bank accounts for the mainstream and EHV programs.

Commissioner Jose L. Ceballos moved to approve as presented.

**Resident Commissioner Gloria Ann Freeman seconded the motion.
Motion passed unanimously.**

- C. Discussion and possible action to authorize the Executive Director to extend the contract with Nava Group, LLC for an additional year, as allowable by Contract No. 2020-0510-1, effective December 28, 2022 through December 27, 2023. This represents the third year of the contract maximum of five years.

Good morning, Valeria Cabello, Procurement Officer for the record. So, in May of 2021, we entered into request for proposals for Housing & Supportive Programs Consultant. Nava Group submitted a qualification for that RFQ and they were awarded. We did execute a contract with them in December 2020. And they have been working with us for the past two years and we are asking to extended their contract for an additional year which you have the possibility to do up to five years. So, if you would approve the third year, we would still have two years with them. We have done some work with them in the past. He helped us with project management for the Ana Maria Lozano Community Modernization Project. He has also assisted with project management services for the Administrative Campus. He has also assisted with some construction work at the LHA Main Campus here at Colonia Guadalupe. Mr. Joe E. Aranda asked, I am just curious, I know who signed the contract but who is the Nava Group? Valeria Cabello replied, they are actually here and we can invite them to speak, Mr. Nava can you come forward? Mr. Jose Nava stated, my name is Jose Nava and I am with Nava Group, LLC and we have been around for probably seventeen years. We started in San Antonio and so we have a lot of experience in construction and we have a lot of experience in project management. Myself, I also have experience with the city in the FAA program. I managed the noise abatement program as well helped out as a Construction Superintendent for the City of Laredo. A lot of projects in Community Development that I was called for. I was always called for the very difficult projects, especially the areas where it is historical projects. And so, we have a team, Sandy Nava is also, she takes care of and she has a very good relationship with the city planning and zoning and so we have two Project Managers right now that allow me to focus on projects like this, like the Housing Authority. We love working with this type of projects. You know like Casa de Misericordia when they call, we are there to help them with several projects that they do. And for the Housing Authority we have been privileged during COVID to come in with an unfinished eyesore that was there because of COVID at Ana Maria Lozano and so we were able to push things while the city was having you know issues with plans and doing different things. The team that was there was excellent and working together with other contract ed companies during that process. And here this campus, it is a very old campus, it has a lot of easements so we bring to the table. During the city, doing real-estate, I was the guy that you called for any easement or real-estate as well so we bring that to the table in difficult projects like this one because we had to run a lot of lines just different issues that the campus brings. Commissioner Jose L. Ceballos replied, Mr. Aranda, Ms. Mares, and Ms. Madrid so, both proponents that are here during COVID we had some extra monies that came in to the

agency just like the city, the housing authority got extra money. So, we found as oppose to hiring a general contractor and marking up and taking longer we streamlined the construction projects that we had. So, we hired multiple project managers. In this case these two companies were two of them and there is at least a third one. To help us speed up the construction projects. I can attest for Mr. Nava's care for the work that he does particularly for the work that he does for us. The project that he is talking about is the BiblioTech at Lozano, the Public Housing Project on Gale and Springfield. So, it went through a renovation during the COVID stage when we didn't have a lot of staff and we were really doing stuff at really a smaller-slower scale then before and the other group that is coming up worked on a project here also a renovation with COVID funds of the main offices but these are both great companies from my experience with them, great people. Commissioner Silvia Madrid asked, and we still need two companies? Commissioner Jose L. Ceballos responded, it allows, you want to at least have some competition so that the director and the staff can select who is the best fit for that particular project. Since, they have been procured, it gives you the opportunity to choose who's the better fit cause they all have different capabilities and capacity too. Board Chair Cynthia Mares asked, do you have any current projects now with the housing authority? Mr. Jose Nava responded, right now one of the things we do is work portfolios, I work a lot the inner-city renovations. So, there's a lot of houses that we take especially in the westside and it's one of the things that we do. We currently have taken eighteen units two separate units of eight which we are advocating through our investors to partner up with housing which we have. So, right now we are doing a renovation on Reynolds with eight units and I am currently with another eight units for affordable housing and we are connecting them to the housing authority. So, we do work closely and we are very familiar with how the housing authority works. We do commercial right but we love the affordable housing that's something we have a passion for. Board Chair Cynthia Mares stated, so, if there is nothing that would benefit us do we still pay a retainer to you all? Mrs. Gaona replied, no ma'am. Board Chair Cynthia Mares stated, I just wanted to clarify that just to understand because right now I am just trying to learn as well cause I don't know, the public may not even be aware cause it hasn't been detailed. Mrs. Gaona replied, we do bring the contract to the board, the board authorizes the contract, the contract is available once we identify a project, and we identify the need cause sometimes we are able to do it inhouse and sometimes we can't so we determine the need and then we do a work authorization we will discuss the fees and timeline and do the work authorization for that one particular project. So, right now there is currently none. Mr. Jose Nava responded, so you have me here and there is no retainer and if there is a project that fits what we can do, we are willing to help. Board Chair Cynthia Mares stated, then you do the work authorization? Mrs. Gaona replied, yes. Commissioner Joe E. Aranda stated, so, you were saying that you are currently working on eighteen units so you rehabilitate those? Mr. Jose Nava responded, so I have two investors in our company. So, what we do is we do portfolios for investors and we are trying to bring them into, the city wants inner city projects, and so we reach out and this is what is the need and now learning in the housing there is a lot of

education that needs to be brought to investors that they have a bad taste right but working through and here in the housing we see that there is a lot of professionalism and a lot of benefit for investors so we just picked up three months ago eight units and we are rehabilitating them and we are putting them through housing. Housing goes and inspects them and then we are having units coming up that you can also have. So, we partner up with our investors. Commissioner Joe E. Aranda asked, so right now where are you at, are they completed? Mr. Jose Nava responded, we have three units complete, we have two people from housing on Kearney and we are on eight. So, as we are going, we have to understand that there are tenants and these are areas where they are in the inner city like Kearney and Reynolds. So, as either people leave or we can move them while we do the renovations. So, it could be a six-month project. Like every month, I think we are moving in somebody. Commissioner Joe E. Aranda asked, does the Housing Authority have control of who moves in there or is it the investor. Mrs. Gaona replied, we do not control it, the voucher is given to the tenant and the tenant chooses that particular unit. We have no control of where the tenant goes. Commissioner Joe E. Aranda asked, we do not guide them when we give them the voucher. Mrs. Gaona replied, no, we have a listing that the landlords give us of units that are available and that is all that we provide to the tenant. The tenants choose where they want to go and if it fits their configuration like a two-bedroom or a three-bedroom and if it fits within their allowable rent. Commissioner Joe E. Aranda asked, do you have available vouchers at this time? Mrs. Gaona replied, we've got about maybe ten vouchers and that's it and of course people that are moving because some people choose to move units during their renewal. Commissioner Joe E. Aranda stated, basically it's like a waiting list. Mrs. Gaona replied, yes. Commissioner Joe E. Aranda stated, I was looking at exhibit B the one that talks about their scope of work and I look at the scope of work that the other company has and obviously they parallel each other like Mr. Ceballos was saying I guess it's just intentional because it depends on the projects that may pop up. Commissioner Jose L. Ceballos responded, the other company probably has more capacity, it's a larger company so they have architectural services and other things that they integrate so it depends on the project. For the most part, project management the scope is going to be similar. Commissioner Joe E. Aranda asked, so, are you an architect or an engineer? Mr. Jose Nava responded, so, we do construction project management so that is our main things. I have a Bachelors in Business Administration and I am licensed in real-estate to teach agencies and I have certificates in green building and things like that. There is a resume that I turned in. Commissioner Joe E. Aranda asked, so, if there is a need for somebody with a degree or someone who has expertise. Mr. Jose Nava responded, exactly so, we do Davis Beacon, we understand all of that but if we need to bring in somebody for safety, we hire a company for safety. Commissioner Joe E. Aranda stated, OSHA. Mr. Jose Nava responded, absolutely. Commissioner Joe E. Aranda asked, so right now, the discussion and the presentation is to basically extend the contract another year and to actually bring back the contract when a project develops. Mrs. Gaona

replied, no, not the contract but the work authorization. Commissioner Joe E. Aranda stated, I don't have any problem with that.

Commissioner Joe E. Aranda moved to approve that we renew this for another year as long as Mrs. Gaona keeps us posted on when we are actually engaging services.

Commissioner Jose L. Ceballos seconded the motion.

Board Chair Cynthia Mares stated, obviously this is something I guess you alluded to Mr. Ceballos or pointed out back then that this project management is kind of a new thing opposed to hiring Construction Managers or At-Risk Construction Managers that just deal with that instead of a larger scope because they manage everything, they oversee everything during the construction and whatever else goes on with that particular project. Mr. Jose Nava responded, and the work will speak for itself for both the consultants that are here. If you go to the projects that we've done, and how we have been able to finish with the team of the housing authority, the team that is present. So, we hope the work will speak for itself when you look at what we were able to accomplish. Board Chair Cynthia Mares asked, you met deadlines? Mr. Jose Nava responded, not because of us. And that's why we are there, we have an extra push outside the city to try to push things sometimes. Commissioner Jose L. Ceballos stated, the last thing that I wanted to say is, a lot of times these federal monies require you to get it out fast so when these folks have already been procured. So, they have been solicited and procured competitively, so they are ready to go. When you have to post something and get bids it will take you longer. So, it's an advantage of having these companies to manage and speed up projects. Mr. Jose Nava responded, also, I just wanted to take the time on behalf of Nava Group LLC to say congratulations.

Motion passed unanimously.

- D. Discussion and possible action to authorize the Executive Director to extend the contract with Quantcorp Construction, LLC for an additional year, as allowable by Contract No. 2022-0131-1, effective February 21, 2023 through February 20, 2024. This represents the second year of the contract maximum of five years.

Good morning, Valeria Cabello, Procurement Officer for the record. So, on January 31, 2021, we issued a Request For Proposals for Project Management Services and Quantum Construction submitted a proposal in response to the RFP and we did select them to serve as a provider for those services. The contract began on February 21, 2022, and it was for a period of twelve months with also the option to extend for five years. So, we've reached the point where the contract is about to expire so we are also requesting to extend for the second year. They have worked for us through work authorization as well. They have done some project management work for the COVID-19 Public Health and Safety Project, which was the renovation of our two-story building here at the main office. And Mr. Abraham Gonzalez, the owner is also here today if

you would like to meet him. Board Chair Cynthia Mares replied, yes come up. Good afternoon, sir. Mr. Abraham Gonzalez responded, Congratulations! Board Chair Cynthia Mares replied, thank you I appreciate it. Mr. Abraham Gonzalez stated, Great job! Commissioner Jose L. Ceballos responded, thank you. Commissioner Joe E. Aranda stated, I just want to ask you the same similar questions like. What does your group do? What do they consist of? Mr. Abraham Gonzalez responded; we are a general construction company. We work throughout South Texas and we do all commercial construction. We do retail, we do warehouse and then we do multi-family. And we enjoyed working with the Housing Authority because what you all do is very important and there is definitely a need in all cities and especially in the City of Laredo. We've done several projects with you all so far and we have good relationships with you all and we wish to continue that. But as a GC, we do all kinds of construction. Multi-family which fits more in line with what housing does, right now we are doing twenty-seven units on Ross Lane and we are getting ready to do thirty-one units there off of International behind the Academy. And we are also getting ready to do four unit there on Del Mar. And that is kind of a specialized team that we have to do the multi-family. Commissioner Joe E. Aranda stated, and so what you do for the Housing Authority is basically, a consultant that helps out on individual projects or are you connected to the Voucher Program? Mr. Abraham Gonzalez responded, we did one project as a GC and we did a project management and we made sure everything was scheduled and everything was ordered when it was supposed to be and we would like to continue to do that for you all. Commissioner Joe E. Aranda asked, and like right now are you doing any work for us? Mr. Abraham Gonzalez responded, no, not at this time. Hope you understand that as projects come up, they will reach out to us and we will look at it. Commissioner Joe E. Aranda stated, the only question I have Mrs. Gaona if you look at the scope of work and I know this is going back to last year I guess but it does say like on the very first one that the company will assist on the day-to-day management of the agency's project. Mrs. Gaona responded; he would manage the construction project. He would meet with the sub-contractors and assign tasks and work on the day-to-day calendar of the tasks that need to be completed. Commissioner Joe E. Aranda stated, obviously you have to have a very well-coordinated effort because if you look at the third point, it says that the company also supervises the third party which includes LHA staff. So, he supervises your staff? Mrs. Gaona responded, no, not if staff is not assigned to that project. If staff was assigned they would but we did not have any staff assigned to that construction project it was all subcontractors. Commissioner Joe E. Aranda stated, most cases the issue becomes, who's my boss? who's my supervisor? I deal with a lot of that stuff so maybe clarify the language. Mrs. Gaona responded, yes, for this particular project that they worked, we did have construction meetings that involved procurement and the finance department. So, we did have our construction meetings and the project manager that was assigned by Mr. Gonzalez to this particular project would meet with us and we would collaborate on the task that were pending. Commissioner Joe E. Aranda asked, on both of these contracts, do you foresee projects coming? We are going to go ahead and approve but I am asking do

you foresee project? Mrs. Gaona responded, we might, we do have a project management position that we are trying to fill but like everybody else in the community, we have struggled to fill. So, we may need to come to this with the Capital Fund Projects that we have coming up.

Commissioner Joe E. Aranda moved to approve this contract for one year.

Commissioner Jose L. Ceballos seconded the motion.

Motion passed unanimously.

Commissioner Jose L. Ceballos stated, thank you for your work. ¿Vice-Chair Silvia Madrid pregunto tenemos arquitecto verdad? cual es el papel del arquitecto que trabaja para ustedes. Commissioner Jose L. Ceballos responded; we have several architects. Mary, this is more for you. Mrs. Gaona respondió, tenemos varios arquitectos. Tenemos a Mario Jasso, Red Line, Slay, y Able City. Board Chair Mrs. Mares pregunto no son parte de estas compañías, los arquitectos están independientes. Mrs. Gaona respondió, cuando vamos a tener un proyecto, l arquitecto hace el diseño y nosotros decidimos si se va a realizarlo con un contratista general o si vamos a traer personal si no tenemos el personal para hacerlo. Vice-Chair Silvia Madrid responded, because the other day, they say they have a twenty-four hour on call person that they. Mrs. Gaona responded, that's for the maintenance work orders. Commissioner Silvia Madrid responded, oh, okay.

- E. Discussion and possible action to approve the revised 2023 Housing Choice Voucher (HCV) Program Payment Standard amounts effective April 1, 2023 and adopt Resolution No. 23-R-04.

Good afternoon, Board of Commissioners, Melissa Ortiz, Director of HCV Programs for the record. We are here by proposing an increase in the calendar year 2023 payment standards effective April 1st, 2023. The Housing Choice Voucher Program HAP renewal funding for 2023 has increased to \$11,480,000 which represents an increase of \$1,230,000 compared to the 2022 funding of \$10,250,279. This increase is due to the renewal funding inflation factor of 7.5% for 2023. Due to this significant increase in HAP renewal funding for 2023, we are recommending to increase the payment standards for the zero bedroom, two-bedroom, three-bedroom, and four bedroom units from 100% of the fair market rents to 105% of the fair market rents in order to be able to utilize this funding and to provide families with a higher contract rent. Due to the current market, families are struggling to find affordable units. If this increase in funding is not utilized, we will be allocated less funding in 2024. Currently with this funding we are able to maximize our unit allocation of 1,640 monthly units.

Commissioner Joe E. Aranda stated, this is interesting because in year past, way before your time, a long time ago, the issue was reversed where the actual availability of units was there and of course there wasn't any vouchers. You said, you have very little vouchers. Mrs. Gaona responded, yes, we have ten. We have been pushing to maximize our utilization of the units months. We are allocated 1,640 units, which total 19,680 in a year so, we have been trying to hit that number as close as we can. Last year, we did utilize 19,227 of the 19,509

that we were allocated. So, we have been pushing to do that but as we do that, HUD sees that in our reporting and we get more funding the following year. The more we utilize, the more we get. So, that is why we are bring this item to you because I've always said, I do not want to return any money. So, if I can use this money to utilize all our available units, because even though we have the money we can only lease those 19,680 unit months we can't go over that. But right now with the increase in the funding and the increase in the rents. Some need a four bedroom and they are at \$1,300 to \$1,500 a month. This will help them be able to find a unit easier and it will help us maximize our budget authority so that we can next year get more money and we also have a HAP reserve that the government keeps for us. Currently as of 2022 it was at \$710,000 that we have there. So, if we utilize some of that reserves, like last year, our budget authority was \$10,250,000 and we spent \$10,579,000 so we utilized 379,000 from those reserves. So, that is how we go increasing and unfortunately like we say, we don't want to go over but some housing authorities have been pushing the unit month utilization so they get a slap on the hand from HUD because they went over but they get more funding in the next year. Because a lot of housing authorities were underutilizing their unit months and they were never able to afford them. So, we don't want to do that, we want to be able to utilize all of our unit months and utilize our funding and if we have to use some of our HAP reserves so that next year we can continue to maximize them. Commissioner Joe E. Aranda asked, so the Voucher Program is the one where if I get \$1,000 but the unit is \$1,200, I pay the difference or how does it work. Melissa Ortiz responded, no, it depends on the family's income. Based on their income, they are able to find a unit between a certain amount and also whether they need to pay the light and or the water or the owner is going to pay. So, from there we do the calculation and they can't pay more than 40% of their monthly income for rent plus utilities. They can't exceed that that's why it's not necessarily paying the difference I mean the way HUD calculates it you have to do the gross rent. Commissioner Joe E. Aranda stated, I've been out the game for a while but this is the one that goes out in the market and the other one is Public Housing is where we are at. Mellissa Ortiz responded, correct. Commissioner Jose L. Ceballos responded, tax credit. Mrs. Gaona responded, the multi-family tax credit which is Casa Verde and River Bank. Commissioner Joe E. Aranda stated, I would like to see for myself, I would like to see the list of all the property owners that you have that you have the ones that are actually on your list that we give to the potential clients so that I can look at it. I know I had a list many years ago, you may not have been around. So, if you don't mind, I would like to see that. Mrs. Gaona responded, the list that we give the tenants. Commissioner Joe E. Aranda responded, yes. Resident Commissioner Gloria Freeman for the record. Does it have the owners name on it? Mrs. Gaona responded, yes. Ms. Freeman stated, oh, you just want to see where they are located and how much. Commissioner Joe E. Aranda stated, well, I would like to see everything. Commissioner Jose L. Ceballos stated, I just wanted to go back if I may to his question cause I am not sure it got completely clear. So, he was asking I think if we are short of units because it use to be that we had a lot of units. So, the answer is yes. So, in particular the units that we are short of, we are always

short the larger units right cause there are families all of a sudden you get multiple four-bedroom families but where we have really been short is in the homelessness category where your moving people from homelessness so efficiencies and one-bedrooms have traditionally been a shortage so what Mr. Nava was saying that in the inner city is where people walk to buy groceries and its cheaper to live in the inner city than to live outside the loop. We don't have enough units right and once you get outside the loop the Section 8 scale now it's competitive it use to not be competitive so you couldn't really rent out there but now it's getting to the point that it's competitive. So, we're encouraging for more landlords to build affordable units in the inner city because if you live on the loop and you don't have a car you are not going to live outside the loop, you're going to have to find something. So, is it still true that one bedroom and efficiencies are where we try to get people to get units into the program? Mellissa Ortiz responded, correct and all the others we are proposing to go to the 105%, the one-bedroom we have them at 110% because we've seen the pattern. Commissioner Jose L. Ceballos stated, and the 110% is the max. Melissa Ortiz responded, 110% it use to be 120% during COVID but right now its 110%. Commissioner Joe E. Aranda stated, what I see personally on my neck of the woods and Ms. Madrid is also aware of this, so, we have homeless kidos and I don't know who is the entity is but they end up in some hotels and they are there for a period of time and we pick them up in the school bus because we have to and we have to take them to different schools. Sometimes, we see a lot of kids and a lot of families and there is obviously a need and a burden to all the public entities. And that's why I am just curious to see if we can take advantage of some of the things that you mentioned Mr. Nava and like Mr. Ceballos is saying, a drop in the bucket, but something is something and that's what we are here for.

**Commissioner Jose L. Ceballos moved to approve as presented by staff.
Resident Commissioner Gloria Ann Freeman seconded the motion.
Motion passed unanimously.**

10. EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE

The Board of Commissioners for the Housing Authority of the City of Laredo reserve the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on the posted agenda, above, as authorized by the Texas Government Code, including Sections 551.071 (consultation with attorneys), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), and 551.086 (economic development).

11. ACTION ON ANY EXECUTIVE SESSION ITEM

12. ADJOURNMENT

Commissioner Joe E. Aranda moved to adjourn and then convene as a different organization.

**Commissioner Jose L. Ceballos seconded the motion.
Motion passed unanimously.**

Meeting adjourned at 12:21 p.m.

Cynthia Mares, Board Chair

Mary Gaona, Executive Director

DRAFT

EXECUTIVE DIRECTOR'S REPORT



Grants

Webb County American Rescue Plan

- \$200,000 Supportive Service for Los Balcones Apartments
- We hired the case manager on September 26, 2022 for Los Balcones Apartments.
- As of February 2023, six families have moved into Los Balcones Apartments.

FY2021 Rapid Rehousing Grant

- Award received June 24, 2022 in the amount of \$236,632.00 for Grant FY 2021
- Term: February 1, 2023 – January 31, 2024

As of February, 2023 we have 3 RRH families/Individuals

- Families: 3
- Individuals: 0
- Elderly: 0

FY2022 Annual CoC Program Competition Application

- On March 28, 2023, we were advised by the Texas Homeless Network of the award of our FY 2022 Rapid Rehousing Program grant in the amount of \$236,632. This grant period would be from 2-1-2024 – 01-31-2025.

Emergency Housing Voucher (EHV)

The Emergency Housing Voucher requires a direct referral from the Continuum of Care through its local Coordinated Entry Entity.

- Award letter received on July 1, 2021
- Awarded 85 Vouchers
- Bethany House of Laredo has been conducting the Coordinated Assessments

As of February, 2023

- 75 vouchers are utilized
- 10 vouchers are out searching



Housing Tax Credit Properties

Casa Verde Apartments

Casa Verde Apartments as of: 02/01/2023				
Br Size	Total Units	Occupied	Pre-Leased	VACANT
1	40	40	0	0
2	80	77	3	0
3	32	30	2	0
TOTAL	152	147	5	0

River Bank Village Apartments

River Bank Village Apartments as of: 02/01/2023				
Br Size	Total Units	Occupied	Pre-Leased	VACANT
1	40	39	1	0
2	80	76	2	2
3	32	30	1	1
TOTAL	152	145	4	3

Public Housing

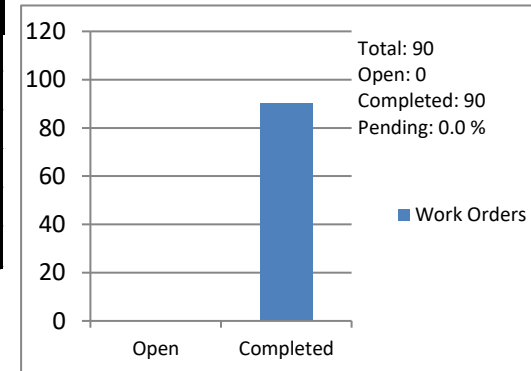
Indicator	Target	Dec	Jan	Feb
PIC Score	100%	98.26%	98.26%	99.46%
Waiting List - Public Housing	500	578	534	487
Waiting List - Elderly	300	101	110	116
Waiting List - Farm Labor	10	10	12	12
Waiting List - Asherton	10	9	17	13

Legend	
Good	■
Fair	■
Poor	■

AMP 1 - Colonia Guadalupe (272 Units)

Indicator	Target	Dec	Jan	Feb
Units Leased	271	269	268	268
Units Vacant	≤5	2	3	3
Occupancy Rate	98%	99%	99%	99%
Tenant Visits	20	63	28	28
Facility Conditions		Good	Good	Good
Landscaping Conditions		Good	Good	Good

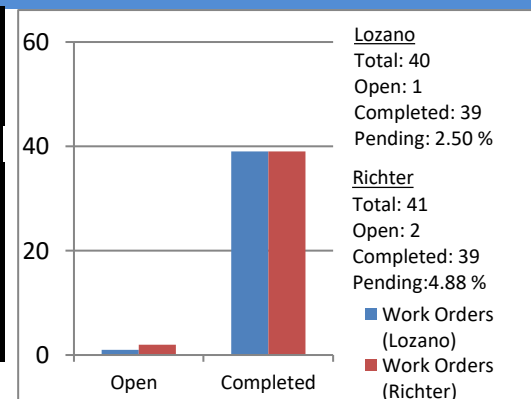
*One unit is offline for the Laredo Police Department



AMP 3 - Ana Maria Lozano and Carlos Richter (226 Units)

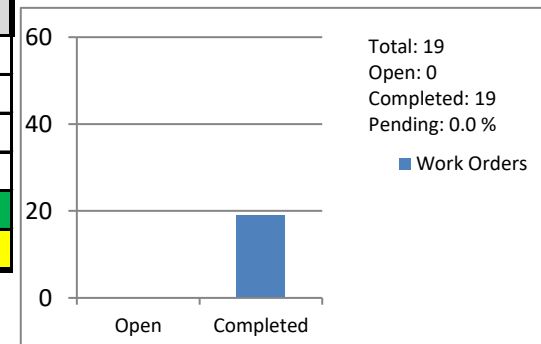
Indicator	Target	Dec	Jan	Feb
Units Leased	226	223	221	223
Units Vacant	≤5	3	5	3
Occupancy Rate	98%	99%	98%	99%
Tenant Visits	20	30	26	18
Facility Conditions (Lozano)		Fair	Fair	Fair
Landscaping Conditions (Lozano)		Fair	Fair	Fair
Facility Conditions (Richter)		Fair	Fair	Fair
Landscaping Conditions (Richter)		Fair	Fair	Fair

* Two CR units are under Modernization



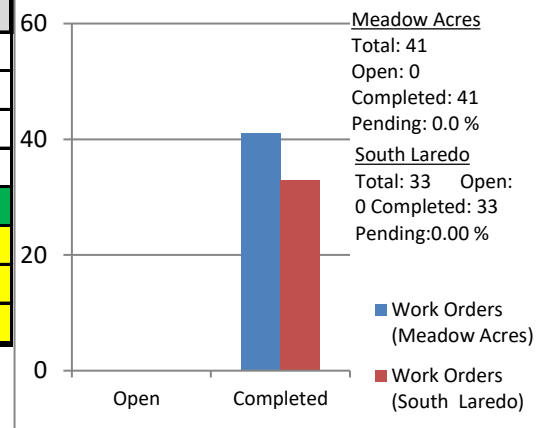
AMP 4 - Senior Home (100 Units)

Indicator	Target	Dec	Jan	Feb
Units Leased	100	99	100	99
Units Vacant*	≤2	1	0	1
Occupancy Rate	98%	99%	100%	99%
Tenant Visits	10	11	11	15
Facility Conditions		Good	Good	Good
Landscaping Conditions		Fair	Fair	Fair



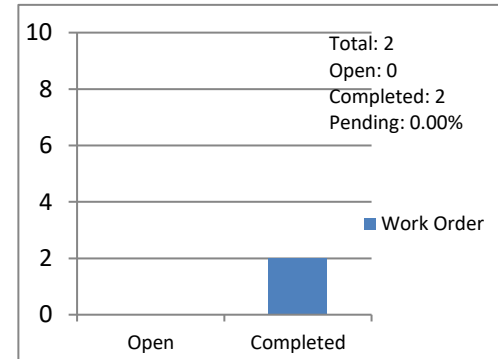
AMP 5 - Meadow Acres and South Laredo (134 Units)

Indicator	Target	Dec	Jan	Feb
Units Leased	134	132	132	133
Units Vacant	≤3	2	2	1
Occupancy Rate	98%	99%	99%	99%
Tenant Visits	20	53	23	24
Facility Conditions (Meadow Acres)		Good	Good	Good
Landscaping Conditions (Meadow Acres)		Fair	Fair	Fair
Facility Conditions (South Laredo)		Fair	Fair	Fair
Landscaping Conditions (South Laredo)		Fair	Fair	Fair



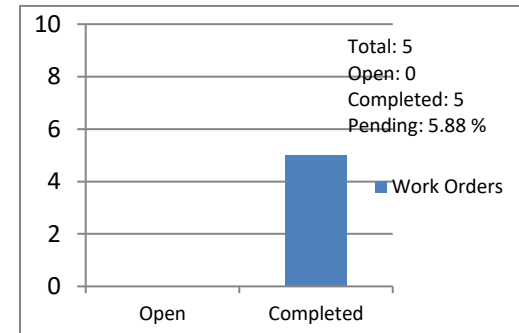
AMP 6 Asherton (32 Units)

Indicator	Target	Dec	Jan	Feb
Units Leased	32	24	25	25
Units Vacant	≤1	8	7	7
Occupancy Rate	97%	75%	78%	78%
Tenant Visits	10	12	32	15
Facility Conditions		Good	Good	Good
Landscaping Conditions		Fair	Fair	Fair



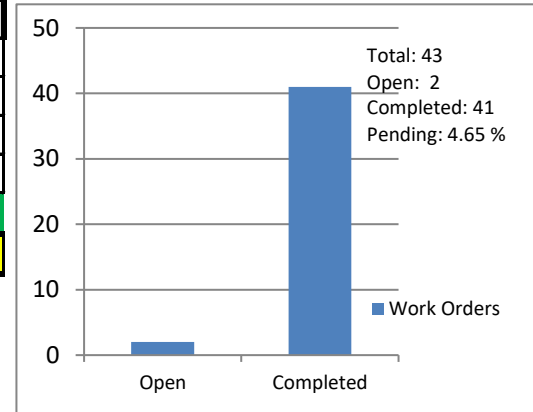
Farm Labor (48 Units)

Indicator	Target	Dec	Jan	Feb
Units Leased	48	39	39	39
Units Vacant	≤1	9	9	9
Occupancy Rate	98%	81%	81%	81%
Tenant Visits	10	10	12	15
Facility Conditions		Fair	Fair	Fair
Landscaping Conditions		Fair	Fair	Fair



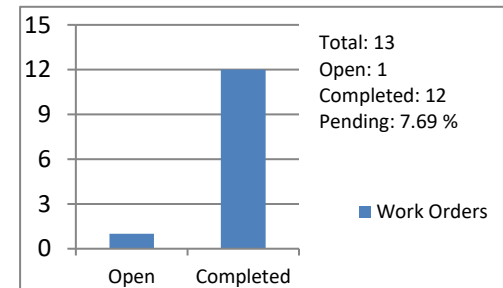
Russell Terrace (200 Units)

Indicator	Target	Dec	Jan	Feb
Units Leased	200	199	197	197
Units Vacant	≤4	1	3	3
Occupancy Rate *	98%	100%	99%	99%
Tenant Visits	10	13	15	12
Facility Conditions		Good	Good	Good
Landscaping Conditions		Fair	Fair	Fair



Meadow Elderly (30 Units)

Indicator	Target	Dec	Jan	Feb
Units Leased	30	30	30	30
Units Vacant	≤1	0	0	0
Occupancy Rate	97%	100%	100%	100%
Tenant Visits	10	15	15	12
Facility Conditions		Good	Good	Good
Landscaping Conditions		Fair	Fair	Fair



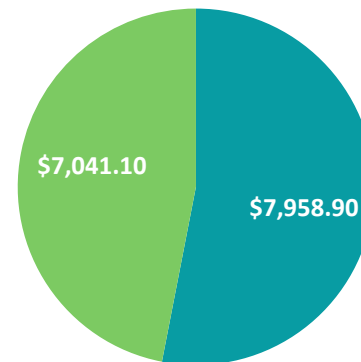
Housing Choice Voucher (HCV) Program CY 2023

Indicator	Target	January	February	March	April	May	June	July	August	September	October	November	December
PIC Score	100%	105.13%	105.30%										
Lease Up	98%	98.80%	99.10%										
HAP Utilization	100%	94.80%	95.90%										
Unit Months Leased	100%	1,621	1,626										
Waiting List - Section 8 HCV	500	725	624										
Waiting List - Zapata	10	3	13										
Waiting List - Asherton	10	1	7										
Waiting List - PBV Non-RAD Russell Terrace	200	271	308										
Waiting List - RAD Russell Terrace	200	465	460										
Waiting List - RAD Meadow Elderly	30	242	270										
Waiting List Casa Verde*	N/A	419	415										
Waiting List Mod Rehab**	N/A	192	192										
Waiting List Adalberto Nava NW**	N/A	22	22										
Waiting List - Emergency Housing Vouchers	N/A	7	10										
Total New Admissions	N/A	22	15										
Zapata Vouchers	118	55	54										
Asherton Vouchers	32	12	12										

Year to Date Unit Utilization
Year to Date HAP Utilization

98.95%
95.35%

**Homeless Referral Preference Assistance
from
October 2022 - October 2023**



Total
Allocation:
\$15,000

■ Balance ■ Spent YTD

Laredo Housing Authority
FSS Participants & Escrow Balance
As of 2/28/2023

	FSS Participant	Escrow Balance
1	Alvarardo, B	\$ 8,986
2	Arreguin, A	\$ 10,794
3	Arreola, S	\$ 702
4	Arriaga, P	\$ 456
5	Barrientos, V	\$ 6,478
6	Barrios, A	\$ -
7	Bernal, L	\$ -
8	Briseno, R	\$ -
9	Cavazos, S	\$ -
10	Contreras, S	\$ -
11	Cuellar, L	\$ 15,756
12	De La Fuente, M	\$ -
13	Escobedo, P	\$ 4,352
14	Garcia, E	\$ 7,472
15	Guerrero, O	\$ 5,664
16	Hernandez, M	\$ -
17	Martinez, MJ	\$ -
18	Martinez, M	\$ 14,041
19	Mata, A	\$ 7,950
20	Melendez, E	\$ 2,448
21	Ruiz, A	\$ 1,500
22	Solis, D	\$ 1,921
23	Stakely, A	\$ 6,937
		\$ 95,457

Enrolled FSS	
FSS Mandatory Slots	29
FSS Slots Filled	23
Percentage of Filled Slots	79.31%

Escrow Balance	
Participants with Escrow Balance	15
FSS Mandatory Slots	29
Percentage of Filled Slots	51.72%

SEMAP Indicator 14 FSS Points
10
As of 3/31/2023

IT Projects

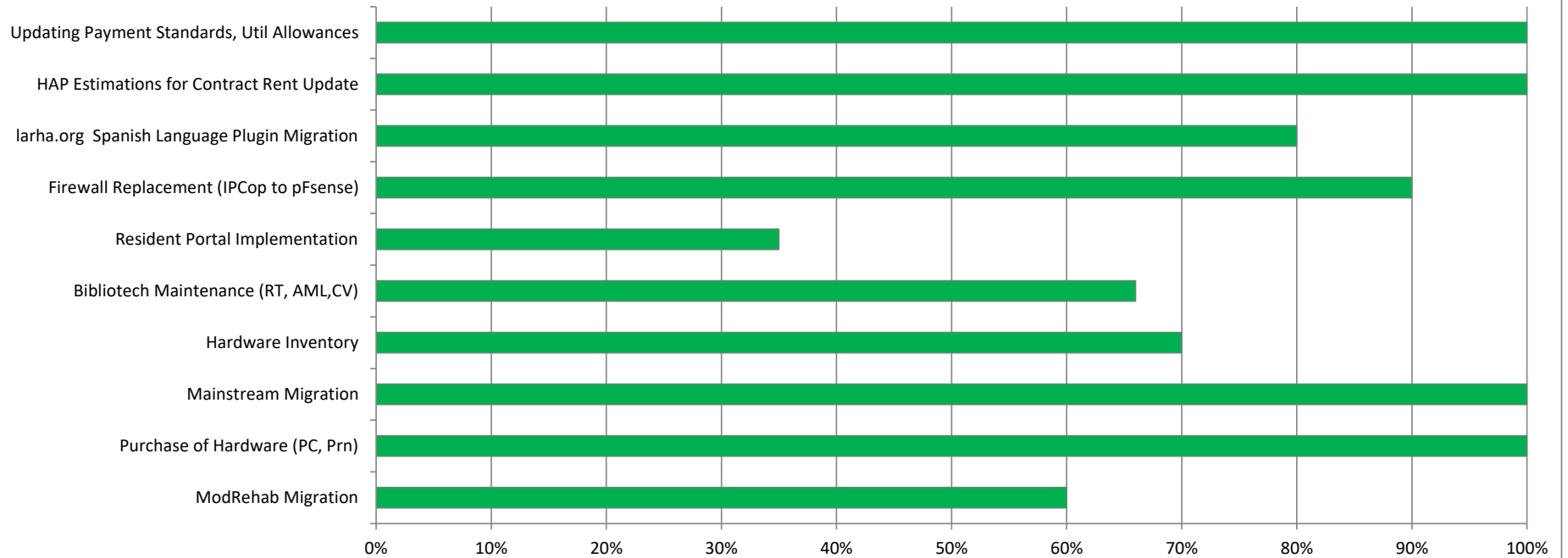
Project	Start Date	Est. End Date	Progress
ModRehab Migration	2/1/2023	3/15/2023	60%
Purchase of Hardware (PC, Prn)	2/6/2023	2/28/2023	100%
Mainstream Migration	11/15/2022	2/15/2023	100%
Hardware Inventory	2/14/2023	3/15/2023	70%
Bibliotech Maintenance (RT, AML,CV)	2/6/2023	3/15/2023	66%
Resident Portal Implementation	2/14/2023	04/31/2023	35%
Firewall Replacement (IPCop to pFsense)	8/1/2022	3/1/2023	90%
larha.org Spanish Language Plugin Migration	9/20/2022	4/1/2023	80%
HAP Estimations for Contract Rent Update	2/1/2023	2/17/2023	100%
Updating Payment Standards, Util Allowances	2/22/2023	2/24/2023	100%

Projects on Radar:
Paperless Initiative
Bibliotech Expansion
Implement Active Directory
Master Plan Implementation
Web Based Backup Storage
Mobile Device Management Solution

Last 15 Completed Projects:
IT Migration to Former Exec. Office
Internet Switchover
Equipment Disposition
Network Cabling, Bldg C
Relocate Public Housing to Bldg A
Relocate HCV to Bldg A
Relocate Finance / Procure, Bldg A
Document Disposition
Cameras for Senior Home
Upstairs Conference Room
Community Hall Computers
Maintenance Shop Networking
Mainstream Migration
NAS Upgrade (Drobo)
Yearly Backups

on-time	green
yellow	late

IT Projects





Colonia Guadalupe Building B

Project		Progress
Abatement	Awarded to River City Environmental, LLC - Completed	100%
Selected Demolition	Awarded to Royal E. Construction	100%
Concrete Cutting	Not awarded yet	0%
Plumbing Rough-In	Not awarded yet	0%
Concrete Patching	Not awarded yet	0%
Framing	Not awarded yet	0%
Electrical Rough-In	Not awarded yet	0%
Plumbing Top-Out	Not awarded yet	0%
HVAC Rough-In	Not awarded yet	0%
Roofing	Not awarded yet	0%
Insulation	Not awarded yet	0%
Sheetrock	Not awarded yet	0%
Tape & Floating	Not awarded yet	0%
Flooring & Wall tile	Not awarded yet	0%
Suspended Ceiling	Not awarded yet	0%
Painting	Not awarded yet	0%
Finish Carpentry	Not awarded yet	0%
Plumbing Finish	Not awarded yet	0%
Brick	Not awarded yet	0%
HVAC Finish	Not awarded yet	0%
Electrical Finish	Not awarded yet	0%
Painting Touch-Ups	Not awarded yet	0%
Clean-Up	Not awarded yet	0%
	Estimated Progress To-Date	8.47%

* As of 3/27/2023



Colonia Guadalupe Building B





Colonia Guadalupe Maintenance Shop Building E

Project		Progress
Site Demolition	Completed	100%
Earth Work (Building Pad)	Completed	100%
Foundation	Completed	100%
Plumbing Rough-In	Completed	100%
Electrical Rough-In	Completed	100%
Framing	Completed	100%
Plumbing Top-Out	Completed	100%
HVAC Rough-In	Completed	100%
Roofing	Completed	100%
Garage Door Installation	Completed	100%
Insulation	Completed	100%
Sheetrock	Completed	100%
Tape & Floating	Completed	100%
Painting	Completed	100%
Finish Carpentry	Completed	100%
Plumbing Finish	Completed	100%
Brick	Completed	100%
HVAC Finish	Completed	100%
Electrical Finish	Completed	100%
Painting Touch-Ups	Completed	100%
Clean-Up	Completed	100%
	Estimated Progress To-Date	100%

* As of 03/27/2023



Colonia Guadalupe Maintenance Shop Building E





Santa Maria Ave. 2908/2910

Project	6 unit apartment complex (Front Building)	Progress
Concrete cutting	Completed	100%
Plumbing Rough-In	Completed	100%
Concrete patching	Completed	100%
Selected Demolition	Completed	100%
Framing	Completed	100%
Electrical Rough-In	Completed	100%
Plumbing Top-Out	Completed	100%
Sheetrock	Completed	100%
Tape & Float	Completed	100%
Painting	Completed	100%
Flooring	Ongoing	30%
Ceramic tile	Ongoing	70%
Finish Carpentry	Non yet started	0%
Plumbing Finish	Not yet started	0%
Electrical Finish	Ongoing	60%
Painting touch-ups	Not yet started	0%
Cleaning	Not yet started	0%
	Estimated Progress To-Date	68.23%

*Report as of 03/28/2023.



Santa Maria Ave. 2908/2910





Santa Maria Ave. 2908/2910





Housing Authority of the City of Laredo

February 2023 Unaudited Financials

**Housing Authority of the City of Laredo
Revenue & Expenditures Report
FY 2022-2023
As of February 28, 2023**

	COCC CENTRAL OFFICE COST CENTER	AMP 1 COLONIA GUADALUPE	AMP 3 CARLOS RICHTER/ ANA MARIA LOZANO	AMP 4 SENIOR HOME	AMP 5 MEADOW ACRES/ SOUTH LAREDO	AMP 6 ASHERTON	TOTAL AMPS
Opening Balance	1,566,869	5,700,961	597,939	927,043	2,651,322	604,202	10,481,467
Revenues							
April 2022 to January 2023	1,068,637.21	1,490,282.29	1,293,830.08	535,171.99	744,395.79	118,885.55	4,182,565.70
February 28, 2023	106,273.04	153,691.87	137,836.89	55,694.57	74,995.15	10,909.36	433,127.84
Total Revenues	1,174,910.25	1,643,974.16	1,431,666.97	590,866.56	819,390.94	129,794.91	4,615,693.54
Expenses							
April 2022 to January 2023	778,963.85	1,447,764.39	1,136,474.67	457,592.49	699,683.18	97,623.15	3,839,137.88
February 28, 2023	78,398.42	115,681.45	106,514.94	50,797.74	68,912.98	8,330.94	350,238.05
Total Expenses	857,362.27	1,563,445.84	1,242,989.61	508,390.23	768,596.16	105,954.09	4,189,375.93
YTD Net Profit / Loss	\$317,547.98	\$80,528.32	\$188,677.36	\$82,476.33	\$50,794.78	\$23,840.82	\$426,317.61
Ending Balance	1,884,416.98	5,781,489.32	786,616.36	1,009,519.33	2,702,116.78	628,042.82	10,907,784.61

**Housing Authority of the City of Laredo
Revenue & Expenditures Report
FY 2022-2023
As of February 28, 2023**

	Section 8 Voucher	Farm Labor
Opening Balance	1,484,933.00	928,719.00
Revenues		
April 2022 to January 2023	11,910,748.56	111,183.84
02/28//2023	1,123,155.32	10,640.87
Total Revenues	13,033,903.88	121,824.71
Expenses		
April 2022 to January 2023	10,600,153.17	67,406.66
02/28//2023	939,314.86	5,157.82
Total Expenses	11,539,468.03	72,564.48
COVID Revenue		
COVID Expenses		
Net Profit / Loss	1,494,435.85	49,260.23
Ending Balance	2,979,368.85	977,979.23

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
COCC—Central Office Cost Center
As of February 28, 2023

Description	Feb-23				April 2022- February 2023				Annual	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
OPENING BALANCE						1,566,869				
REVENUES										
Management Fees	102,875	73,911	28,964	72%	1,131,626	802,848	328,778	71%	1,234,501	65%
Bookkeeping Fees	16,892	19,189	(2,297)	114%	185,811	198,140	(12,329)	107%	202,703	98%
Asset Management Fees	8,110	7,640	470	94%	89,210	84,040	5,170	94%	97,320	86%
Interest	465	3,132	(2,668)	674%	5,110	24,097	(18,988)	472%	5,574	432%
Other Income	1,917	2,400	(483)	125%	21,083	65,784	(44,701)	312%	23,000	286%
TOTAL REVENUES AVAILABLE	130,258	106,273	23,985	82%	1,432,841	1,174,910	257,930	82%	1,563,099	75%
EXPENDITURES										
Administrative:					-					
Administrative Salaries	75,516	45,327	30,188	60%	830,675	519,696	310,980	63%	906,191	57%
Administrative Benefits	24,308	15,126	9,182	62%	267,392	191,876	75,516	72%	291,700	66%
Legal	1,500	3,000	(1,500)	200%	16,500	8,581	7,919	52%	18,000	48%
Staff Training / Travel	1,250	-	1,250	0%	13,750	948	12,802	7%	15,000	6%
Audit Costs	833	5,198	(4,364)	624%	9,167	5,198	3,969	57%	10,000	52%
Advertising and Marketing	250	4	246	1%	2,750	1,717	1,033	62%	3,000	57%
Administrative Other – Computer Operations	1,333	137	1,197	10%	14,667	14,667	(0)	100%	16,000	92%
Administrative Other – Office Expenses	6,417	7,581	(1,165)	118%	70,583	72,713	(2,130)	103%	77,000	94%
Total Administrative	111,408	76,373	35,035	69%	1,225,484	815,395	410,089	67%	1,336,892	61%
Utilities:										
Water	53	37	16	69%	580	590	(9)	102%	633	93%
Electricity	987	386	601	39%	10,856	6,143	4,713	57%	11,843	52%
Gas	33	-	33	0%	367	-	367	0%	400	0%
Fuel	125	168	(43)	134%	1,375	1,331	44	97%	1,500	89%
Sewer	37	22	15	59%	412	415	(4)	101%	449	93%
Other Expenses (Mandates)	38	41	(4)	110%	413	345	68	84%	450	77%
Total Utilities	1,273	654	619	51%	14,002	8,823	5,179	63%	15,275	58%
Maintenance and Operations:										
Materials	208	-	208	0%	2,292	2,292	(0)	100%	2,500	92%
Contracts	2,083	207	1,876	10%	22,917	22,799	117	99%	25,000	91%
Total Maintenance and Operations	2,292	207	2,085	9%	25,208	25,091	117	100%	27,500	91%

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
COCC—Central Office Cost Center
As of February 28, 2023

Description	Feb-23				April 2022- February 2023				Annual Budget	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Annual Budget	%
General Expenses										
Insurance	542	1,165	(624)	215%	5,958	8,052	(2,094)	135%	6,500	124%
Total General Expenses	542	1,165	(624)	215%	5,958	8,052	(2,094)	135%	6,500	124%
TOTAL EXPENDITURES	115,514	78,398	37,115	68%	1,270,653	857,362	413,290	67%	1,386,167	62%
NET INCOME (LOSS)	27,875				317,548				176,932	

Fund Balance

1,884,417

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
AMP 1 – COLONIA GUADALUPE
As of February 28, 2023

Description	Feb-23				April 2022- February 2023				Annual	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
OPENING BALANCE						5,700,961				
REVENUES										
Dwelling Rent	50,333	48,413	1,920	96%	553,667	499,455	54,212	90%	604,000	83%
HUD Contributions	85,979	93,691	(7,711)	109%	945,772	1,009,705	(63,934)	107%	1,031,751	98%
Interest	4,450	10,812	(6,362)	243%	48,950	118,754	(69,804)	243%	53,400	222%
Other Income	8,347	-	8,347	0%	91,819	139	91,680	0%	100,166	0%
Other Income-Tenants	792	777	15	98%	8,708	15,920	(7,212)	183%	9,500	168%
TOTAL REVENUES AVAILABLE	130,118	153,692	(8,764)	110%	1,648,916	1,643,974	4,942	100%	1,798,817	91%
EXPENDITURES										
Administrative:										
Administrative Salaries	16,649	14,478	2,171	87%	183,141	154,439	28,702	84%	199,790	77%
Administrative Benefits	6,272	4,805	1,467	77%	68,987	58,095	10,892	84%	75,259	77%
Management Fees	14,383	15,165	(782)	105%	158,214	168,180	92,102	106%	172,597	97%
Bookkeeping Fees	2,033	2,003	30	99%	22,358	22,208	13,935	99%	24,390	91%
Asset Management Fees	2,710	2,720	(10)	100%	29,810	29,920	19,040	100%	32,520	92%
Legal	1,733	922	811	53%	19,067	20,133	(1,067)	106%	20,800	97%
Staff Training / Travel	167	-	167	0%	1,833	1,364	469	74%	2,000	68%
Audit Costs	979	7,623	(6,644)	779%	10,771	9,249	1,521	86%	11,750	79%
Advertising and Marketing	156	208	(51)	133%	1,719	876	843	51%	1,875	47%
Administrative Other – Computer Operations	833	941	(108)	113%	9,167	6,995	2,172	76%	10,000	70%
Administrative Other – Office Expenses	6,667	2,788	3,879	42%	73,333	42,155	31,178	57%	80,000	53%
Total Administrative	52,582	51,652	930	98%	578,399	513,615	199,788	89%	630,981	81%
Tenant Services:										
Tenant Services Salaries	2,949	4,506	(1,557)	153%	32,437	47,762	(15,326)	147%	35,386	135%
Tenant Services Benefits	690	1,497	(807)	217%	7,589	17,553	(9,964)	231%	8,279	212%
Tenant Services Contracts	68	-	68	0%	743	734	9	99%	811	91%
Total Tenant Services	3,706	6,002	(2,296)	162%	40,770	66,050	(25,280)	162%	44,476	149%
Utilities:										
Water	576	431	145	75%	6,335	6,411	(76)	101%	6,911	93%
Electricity	3,606	596	3,010	17%	39,665	31,013	8,652	78%	43,271	72%
Gas	63	55	8	87%	688	451	236	66%	750	60%
Fuel	458	403	56	88%	5,042	4,253	789	84%	5,500	77%
Sewer	42	22	20	53%	458	415	43	91%	500	83%
Other Expenses (Mandates)	135	787	(653)	584%	1,483	1,551	(68)	105%	1,618	96%
Total Utilities	4,879	2,294	2,586	47%	53,671	44,094	9,577	82%	58,550	75%

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
AMP 1 – COLONIA GUADALUPE
As of February 28, 2023

Description	Feb-23				April 2022- February 2023				Annual	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
Maintenance and Operations:					-					
Maintenance Salaries	19,923	18,254	1,669	92%	219,157	219,157	0	100%	239,080	92%
Maintenance Benefits	8,503	6,586	1,916	77%	93,530	93,531	(0)	100%	102,033	92%
Materials	15,833	11,837	3,996	75%	174,167	177,876	(3,709)	102%	190,000	94%
Contracts	25,343	7,452	17,891	29%	278,773	278,773	(0)	100%	304,116	92%
Total Maintenance and Operations	69,602	44,130	25,472	63%	765,627	769,337	(3,709)	100%	835,230	92%
Protective Services:					-					
Contracts	5,000	3,971	1,029	79%	55,000	45,497	9,503	83%	60,000	76%
Total Protective Services	5,000	3,971	1,029	79%	55,000	45,497	9,503	83%	60,000	76%
General Expenses										
Insurance	5,867	7,632	(1,765)	130%	64,541	73,262	(8,722)	114%	70,408	104%
Payment in Lieu of Taxes	4,716	-	4,716	0%	51,876	51,592	284	99%	56,592	91%
Collection Losses	250	-	250	0%	2,750	-	2,750	0%	3,000	0%
Total General Expenses	10,833	7,632	3,201	70%	119,167	124,854	(5,688)	105%	130,000	96%
TOTAL EXPENDITURES	146,603	115,681	30,922	79%	1,612,634	1,563,446	184,191	97%	1,759,237	89%
NET INCOME (LOSS)		38,010				80,528			39,581	

Fund Balance

5,781,489

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
AMP 3 – CARLOS RICHTER & ANA MARIA LOZANO
As of February 28, 2023

Description	Feb-23				April 2022- February 2023				Annual Budget	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
OPENING BALANCE										
REVENUES										
Dwelling Rent	60,583	60,148	435	99%	666,417	622,024	44,392	93%	727,000	86%
HUD Contributions	57,484	62,179	(4,695)	108%	632,322	655,638	(23,316)	104%	689,806	95%
Interest	4,583	10,790	(6,207)	235%	50,417	118,637	(68,220)	235%	55,000	216%
Other Income	608	3,462	(2,854)	569%	6,692	21,766	(15,074)	325%	7,300	298%
Other Income-Tenants	346	1,258	(912)	364%	3,804	13,602	(9,798)	358%	4,150	328%
TOTAL REVENUES AVAILABLE	123,605	137,837	(14,232)	112%	1,359,651	1,431,667	(72,016)	105%	1,483,256	97%
EXPENDITURES										
Administrative:										
Administrative Salaries	14,030	11,963	2,067	85%	154,328	140,113	14,215	91%	168,358	83%
Administrative Benefits	5,190	4,529	660	87%	57,086	50,633	6,453	89%	62,276	81%
Management Fees	12,884	12,656	228	98%	141,727	140,758	969	99%	154,611	91%
Bookkeeping Fees	1,695	1,665	30	98%	18,645	18,518	128	99%	20,340	91%
Asset Management Fees	2,260	2,260	-	100%	24,860	24,860	-	100%	27,120	92%
Legal	2,185	6,676	(4,491)	306%	24,035	25,289	(1,254)	105%	26,220	96%
Staff Training / Travel	156	-	156	0%	1,719	1,621	98	94%	1,875	86%
Audit Costs	621	5,284	(4,663)	851%	6,831	6,910	(79)	101%	7,452	93%
Advertising and Marketing	208	4	205	2%	2,292	2,067	225	90%	2,500	83%
Administrative Other – Computer Operations	542	811	(270)	150%	5,958	5,958	0	100%	6,500	92%
Administrative Other – Office Expenses	5,083	3,158	1,925	62%	55,917	60,196	(4,280)	108%	61,000	99%
Total Administrative	44,854	49,007	(4,153)	109%	493,397	476,922	16,475	97%	538,252	89%
Tenant Services:										
Tenant Services Salaries	7,064	859	6,205	12%	77,703	31,709	30,986	41%	84,767	37%
Tenant Services Benefits	1,310	288	1,022	22%	14,414	9,189	4,676	64%	15,725	58%
Tenant Services Contracts	83	85	(2)	102%	917	917	(0)	100%	1,000	92%
Total Tenant Services	8,458	1,233	7,225	15%	93,034	41,815	35,662	45%	101,491	41%
Utilities:										
Water	500	331	169	66%	5,500	3,442	2,058	63%	6,000	57%
Electricity	2,083	1,272	811	61%	22,917	14,704	8,213	64%	25,000	59%
Fuel	472	405	67	86%	5,187	5,241	(55)	101%	5,658	93%
Sewer	112	67	45	60%	1,230	645	586	52%	1,342	48%
Other Expenses (Mandates)	417	334	82	80%	4,583	3,019	1,564	66%	5,000	60%
Total Utilities	3,583	2,409	1,175	67%	39,417	27,051	12,366	69%	43,000	63%

Description	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Annual Budget	%
Maintenance Salaries	14,843	11,490	3,353	77%	163,277	150,170	13,107	92%	178,120	84%
Maintenance Benefits	6,765	3,904	2,862	58%	74,417	61,073	13,344	82%	81,182	75%
Materials	13,333	8,897	4,436	67%	146,667	138,667	8,000	95%	160,000	87%
Contracts	13,083	17,904	(4,820)	137%	143,917	139,580	4,336	97%	157,000	89%
Total Maintenance and Operations	48,025	42,195	5,830	88%	528,277	489,490	38,787	93%	576,302	85%
Protective Services:					-					
Contracts	4,167	3,971	195	95%	45,833	46,330	(496)	101%	50,000	93%
Total Protective Services	4,167	3,971	195	95%	45,833	46,330	(496)	101%	50,000	93%
General Expenses					-					
Insurance	6,500	7,700	(1,200)	118%	71,500	92,090	(20,590)	129%	78,000	118%
Payment in Lieu of Taxes	4,167	-	4,167	0%	45,833	69,292	(23,459)	151%	50,000	139%
Collection Losses	271	-	271	0%	2,979	-	2,979	0%	3,250	0%
Total General Expenses	10,938	7,700	3,237	70%	120,313	161,382	(41,070)	134%	131,250	123%
Extraordinary Expenses	1,667	-	1,667	0%	18,333	-	18,333	0%	20,000	0%
Total Extraordinary Expenses	1,667	-	1,667	0%	18,333	-	18,333	0%	20,000	0%
TOTAL EXPENDITURES	121,691	106,515	15,176	88%	1,338,604	1,242,990	80,058	93%	1,460,295	85%
NET INCOME (LOSS)		31,322				188,677			22,961	
Fund Balance						786,616				

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
AMP 4 – SENIOR CITIZENS HOME
As of February 28, 2023

Description	Feb-23				April 2022- February 2023				Annual Budget %	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%		
OPENING BALANCE										
REVENUES					927,043					
Dwelling Rent	24,750	27,541	(2,791)	111%	272,250	277,165	(4,915)	102%	297,000	93%
HUD Contributions	25,469	24,737	732	97%	280,160	288,189	(8,029)	103%	305,629	94%
Interest	625	1,629	(1,004)	261%	6,875	17,480	(10,605)	254%	7,500	233%
Other Income	633	1,787	(1,154)	282%	6,967	5,358	4,292	38%	7,600	35%
Other Income-Tenants	46	-	46	0%	504	2,674	(2,170)	0%	550	0%
TOTAL REVENUES AVAILABLE	51,523	55,695	(4,171)	108%	566,756	590,867	(21,427)	104%	618,279	96%
EXPENDITURES										
Administrative:										
Administrative Salaries	2,891	-	2,891	0%	31,805	20,346	11,459	64%	34,696	59%
Administrative Benefits	1,162	-	1,162	0%	12,784	9,545	(3,238)	75%	13,946	68%
Management Fees	5,701	5,644	57	99%	62,711	62,540	171	100%	68,412	91%
Bookkeeping Fees	750	743	8	99%	8,250	8,228	23	100%	9,000	91%
Asset Management Fees	1,000	1,000	-	100%	11,000	11,000	-	100%	12,000	92%
Legal	183	177	6	97%	2,017	920	1,097	46%	2,200	42%
Staff Training / Travel	21	-	21	0%	229	-	229	0%	250	0%
Audit Costs	333	2,772	(2,439)	832%	3,667	3,585	82	98%	4,000	90%
Advertising and Marketing	125	4	121	3%	1,375	202	1,173	15%	1,500	13%
Administrative Other – Computer Operations	379	440	(61)	116%	4,171	3,483	688	84%	4,550	77%
Administrative Other – Office Expenses	1,895	2,537	(641)	134%	20,849	21,077	(229)	101%	22,744	93%
Total Administrative	14,441	13,316	1,125	92%	158,856	140,926	11,454	89%	173,298	81%
Tenant Services:										
Tenant Services Salaries	1,231	1,114	117	91%	13,539	13,470	69	99%	14,770	91%
Tenant Services Benefits	533	661	(128)	124%	5,860	6,788	(928)	116%	6,392	106%
Tenant Services Contracts	153	194	(42)	127%	1,678	2,036	(359)	121%	1,830	111%
Total Tenant Services	1,916	1,969	(53)	103%	21,076	22,294	(1,218)	106%	22,992	97%
Utilities:										
Water	1,250	1,805	(555)	144%	13,750	13,595	155	99%	15,000	91%
Electricity	3,526	4,087	(561)	116%	38,786	36,884	1,902	95%	42,312	87%
Gas	828	2,541	(1,713)	307%	9,110	9,334	(224)	102%	9,938	94%
Fuel	150	181	(31)	121%	1,647	1,705	(58)	104%	1,797	95%
Sewer	971	1,620	(649)	167%	10,679	10,645	34	100%	11,650	91%
Other Expenses (Mandates)	1,263	1,086	177	86%	13,890	13,746	144	99%	15,153	91%
Total Utilities	7,988	11,319	(3,331)	142%	87,863	85,911	1,952	98%	95,850	90%

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
AMP 4 – SENIOR CITIZENS HOME
As of February 28, 2023

Description	Feb-23				April 2022- February 2023				Annual	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
Maintenance and Operations:										
Maintenance Salaries	9,847	8,626	1,221	88%	108,313	92,262	16,051	85%	118,160	78%
Maintenance Benefits	3,941	2,967	974	75%	43,350	38,460	4,890	89%	47,291	81%
Materials	2,917	2,982	(65)	102%	32,083	28,598	3,486	89%	35,000	82%
Contracts	4,167	5,386	(1,219)	129%	45,833	38,385	7,449	84%	50,000	77%
Total Maintenance and Operations	20,871	19,961	910	96%	229,580	197,704	31,876	86%	250,451	79%
Protective Services:										
Contracts	833	-	833	0%	9,167	7,500	1,667	82%	10,000	75%
Total Protective Services	833	-	833	0%	9,167	7,500	1,667	82%	10,000	75%
General Expenses										
Insurance	2,717	4,233	(1,517)	156%	29,883	34,496	(4,613)	115%	32,600	106%
Payment in Lieu of Taxes	1,792	-	1,792	0%	19,708	19,560	149	99%	21,500	91%
Total General Expenses	4,508	4,233	275	94%	49,592	54,056	(4,464)	109%	54,100	100%
TOTAL EXPENDITURES	50,558	50,798	(240)	100%	556,133	508,390	41,267	91%	606,691	84%
NET INCOME (LOSS)		4,897				82,476			11,588	
Fund Balance						<u>1,009,519</u>				

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
AMP 5 – MEADOW ACRES & SOUTH LAREDO
As of February 28, 2023

Description	Feb-23				April 2022- February 2023				Annual	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
OPENING BALANCE						2,651,322				
REVENUES										
Dwelling Rent	39,000	34,761	4,239	89%	429,000	394,538	34,462	92%	468,000	84%
HUD Contributions	32,253	35,350	(3,097)	110%	354,785	364,808	(10,023)	103%	387,038	94%
Interest	2,167	4,847	(2,681)	224%	23,833	53,750	(29,916)	226%	26,000	207%
Other Income	375	37	338	0%	4,125	91	4,034	2%	4,500	2%
Other Income-Tenants	333	-	333	0%	3,667	6,204	(2,538)	169%	4,000	155%
TOTAL REVENUES AVAILABLE	74,128	74,995	(867)	101%	815,410	819,391	(3,981)	100%	889,538	92%
EXPENDITURES										
Administrative:										
Administrative Salaries	9,034	5,189	3,845	57%	99,372	86,745	12,627	87%	108,405	80%
Administrative Benefits	3,138	1,926	1,212	61%	34,520	32,639	1,881	95%	37,658	87%
Management Fees	7,639	7,582	57	99%	84,033	83,349	684	99%	91,672	91%
Bookkeeping Fees	1,005	998	8	99%	11,055	10,965	90	99%	12,060	91%
Asset Management Fees	1,340	1,340	-	100%	14,740	14,740	-	100%	16,080	92%
Legal	301	290	11	96%	3,308	2,261	1,047	68%	3,609	63%
Staff Training / Travel	83	-	83	0%	917	917	(0)	100%	1,000	92%
Audit Costs	512	4,505	(3,993)	880%	5,629	5,724	(95)	102%	6,141	93%
Advertising and Marketing	83	4	80	4%	917	936	(19)	102%	1,000	94%
Administrative Other – Computer Operations	500	538	(38)	108%	5,500	5,500	(0)	100%	6,000	92%
Administrative Other – Office Expenses	2,917	1,434	1,482	49%	32,083	25,429	6,654	79%	35,000	73%
Total Administrative	26,552	23,805	2,747	90%	292,073	269,205	22,868	92%	318,625	84%
Tenant Services:										
Tenant Services Salaries	3,810	-	3,810	0%	41,915	27,627	14,288	66%	45,726	60%
Tenant Services Benefits	571	-	571	0%	6,282	4,357	1,925	69%	6,853	64%
Tenant Services Contracts	83	16	67	19%	917	998	(82)	109%	1,000	100%
Total Tenant Services	4,465	16	4,449	0%	49,114	32,982	16,132	67%	53,579	62%

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
AMP 5 – MEADOW ACRES & SOUTH LAREDO
As of February 28, 2023

Description	Feb-23				April 2022- February 2023				Annual	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
Utilities:										
Water	146	102	44	70%	1,604	1,116	489	70%	1,750	64%
Electricity	604	354	250	59%	6,646	5,382	1,263	81%	7,250	74%
Gas	46	43	2	95%	504	427	77	85%	550	78%
Fuel	229	316	(87)	138%	2,521	2,653	(132)	105%	2,750	96%
Sewer	104	68	37	65%	1,146	660	486	58%	1,250	53%
Other Expenses (Mandates)	333	224	109	67%	3,667	2,087	1,580	57%	4,000	52%
Total Utilities	1,463	1,108	354	76%	16,088	12,325	3,763	77%	17,550	70%
Maintenance and Operations:					-					
Maintenance Salaries	11,182	11,231	(50)	100%	122,998	122,948	50	100%	134,180	92%
Maintenance Benefits	4,120	3,939	181	96%	45,318	45,298	20	100%	49,437	92%
Materials	6,826	12,856	(6,030)	188%	75,084	89,618	(14,534)	119%	81,910	109%
Contracts	5,417	8,314	(2,897)	153%	59,583	60,867	(1,284)	102%	65,000	94%
Total Maintenance and Operations	27,544	36,340	(8,796)	132%	302,983	318,731	(15,748)	105%	330,527	96%
Protective Services:										
Contracts	2,917	3,971	(1,055)	136%	32,083	46,330	(14,246)	144%	35,000	132%
Total Protective Services	2,917	3,971	(1,055)	136%	32,083	46,330	(14,246)	144%	35,000	132%
General Expenses										
Insurance	3,167	3,672	(506)	116%	34,833	44,073	(9,240)	127%	38,000	116%
Payment in Lieu of Taxes	2,500	-	2,500	0%	27,500	44,950	(17,450)	163%	30,000	150%
Collection Losses	217	-	217	0%	2,383	-	2,383	0%	2,600	0%
Total General Expenses	5,883	3,672	2,211	62%	64,717	89,023	(24,307)	138%	70,600	126%
Extraordinary Expenses	1,000	-	1,000	0%	11,000	-	11,000	0%	12,000	0%
Total Extraordinary Expenses	1,000	-	1,000	0%	11,000	-	11,000	0%	12,000	0%
TOTAL EXPENDITURES	69,823	68,913	910	99%	768,058	768,596	(538)	100%	837,881	92%
NET INCOME (LOSS)		6,082				50,795			51,657	

Fund Balance

2,702,117

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
AMP 6 – ASHERTON
As of February 28, 2023

Description	Feb-23				April 2022- February 2023				Annual Budget	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
OPENING BALANCE					604,202					
REVENUES										
Dwelling Rent	3,750	735	3,015	20%	41,250	8,233	33,017	20%	45,000	18%
HUD Contributions	9,444	9,173	271	97%	103,882	111,111	(7,229)	107%	113,326	98%
Interest	400	852	(452)	213%	4,400	9,293	(4,893)	211%	4,800	194%
Other Income	77	-	77	100%	848	9	839	100%	925	1%
Other Income-Tenants	133	150	(17)	113%	1,467	1,149	318	78%	1,600	72%
TOTAL REVENUES AVAILABLE	13,804	10,909	2,895	79%	151,847	129,795	22,052	85%	165,651	78%
EXPENDITURES										
Administrative:										
Administrative Salaries	2,080	1,878	202	90%	22,880	23,817	(937)	104%	24,960	95%
Administrative Benefits	824	829	(5)	101%	9,062	9,062	0	100%	9,886	92%
Management Fee	1,747	1,425	322	82%	19,214	16,020	3,194	83%	20,961	76%
Bookkeeping Fee	240	188	53	78%	2,640	2,108	533	80%	2,880	73%
Asset Management Fee	320	320	-	100%	3,520	3,520	-	100%	3,840	92%
Legal	54	72	(18)	134%	592	604	(12)	102%	646	94%
Staff Training / Travel	42	57	(15)	137%	458	411	47	0%	500	82%
Audit Costs	175	953	(778)	543%	1,929	1,359	569	0%	2,104	65%
Advertising and Marketing	31	4	28	12%	344	141	203	41%	375	38%
Administrative Other – Computer Operations	236	247	(11)	105%	2,595	2,673	(77)	103%	2,831	94%
Administrative Other – Office Expenses	417	122	294	29%	4,583	4,583	0	100%	5,000	92%
Total Administrative	6,165	6,094	71	99%	67,818	64,297	3,520	95%	73,983	87%
Utilities:										
Water	35	36	(0)	101%	390	358	32	92%	425	84%
Electricity	229	303	(74)	132%	2,521	2,424	97	96%	2,750	88%
Fuel	125	78	47	62%	1,375	891	484	65%	1,500	59%
Sewer	40	40	0	100%	435	395	40	91%	475	83%
Other Expenses (Mandates)	48	108	(60)	226%	527	484	43	92%	575	84%
Total Utilities	477	564	(87)	118%	5,248	4,552	696	87%	5,725	80%

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
AMP 6 – ASHERTON
As of February 28, 2023

Description	Feb-23				April 2022- February 2023				Annual	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
Maintenance and Operations:										
Maintenance Salaries	1,958	-	1,958	0%	21,536	1,484	20,051	7%	23,494	6%
Maintenance Benefits	559	-	559	0%	6,153	403	5,750	7%	6,712	6%
Materials	833	450	383	54%	9,167	6,191	2,976	68%	10,000	62%
Contracts	2,083	196	1,887	9%	22,917	16,947	5,970	74%	25,000	68%
Total Maintenance and Operations	5,434	646	4,787	12%	59,772	25,025	34,747	42%	65,205	38%
General Expenses										
Insurance	875	1,027	(152)	117%	9,625	12,081	(2,456)	126%	10,500	115%
Collection Losses	125	-	125	0%	1,375	-	1,375	0%	1,500	0%
Total General Expenses	1,000	1,027	(27)	103%	11,000	12,081	(1,081)	110%	12,000	101%
TOTAL EXPENDITURES	13,076	8,331	4,745	64%	143,837	105,954	37,883	74%	156,913	68%
NET INCOME (LOSS)		2,578				23,841			8,738	

Fund Balance

628,043

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
FARM LABOR
As of February 28, 2023

Description	Feb-23				April 2022- February 2023				Annual Budget	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
OPENING BALANCE					928,719					
REVENUES										
FMHA Contributions	9,417	-	9,417	0%	103,583	-	103,583	0%	113,000	0%
Rental Income	7,750	8,819	(1,069)	114%	85,250	104,814	(19,564)	123%	93,000	113%
Interest Income	500	1,147	(647)	229%	5,500	12,533	(7,033)	228%	6,000	209%
Other Income	225	-	225	0%	2,480	13	2,467	1%	2,705	139%
Other Income-Tenants	50	675	(625)	1350%	550	4,464	(3,914)	812%	600	744%
TOTAL REVENUES AVAILABLE	17,942	10,641	7,301	59%	197,363	121,825	75,538	62%	215,305	57%
EXPENDITURES										
Administrative:										
Administrative Salaries	1,915	-	1,915	0%	21,065	-	21,065	0%	22,980	0%
Administrative Benefits	824	-	824	0%	9,062	649	8,413	7%	9,886	7%
Management Fee	480	480	-	100%	5,280	5,280	-	100%	5,760	92%
Bookkeeping Fees	417	417	(0)	100%	4,583	4,583	(0)	100%	5,000	92%
Legal	83	-	83	0%	917	181	735	20%	1,000	18%
Staff Training / Travel	83	-	83	0%	917	-	917	0%	1,000	0%
Audit Costs	188	866	(679)	462%	2,063	1,070	993	52%	2,250	48%
Advertsing and Marketing	31	4	28	12%	344	74	270	21%	375	20%
Administrative Other – Computer Operations	54	-	54	0%	596	596	(0)	100%	650	92%
Administrative Other – Office Expenses	748	392	356	52%	8,232	8,396	(164)	102%	8,980	93%
Total Administrative	4,823	2,159	2,665	45%	53,057	20,828	32,229	39%	57,881	36%
Utilities:										
Water	229	268	(39)	117%	2,521	2,833	(312)	112%	2,750	103%
Electricity	113	47	66	42%	1,245	1,239	6	100%	1,358	91%
Gas	48	50	(3)	106%	524	531	(6)	101%	572	93%
Fuel	73	78	(5)	106%	804	802	2	100%	877	91%
Sewer	50	67	(17)	133%	550	847	(297)	154%	600	141%
Other Expenses (Mandates)	79	157	(79)	0%	864	1,571	(707)	0%	943	167%
Total Utilities	592	667	(75)	113%	6,508	7,823	(1,315)	120%	7,100	110%

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
FARM LABOR
As of February 28, 2023

Description	Feb-23				April 2022- February 2023				Annual Budget	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
Maintenance and Operations:										
Maintenance Salaries	2,600	615	1,985	24%	28,600	5,506	23,094	19%	31,200	18%
Maintenance Benefits	1,207	200	1,007	17%	13,275	1,649	11,626	12%	14,482	11%
Materials	2,500	38	2,462	2%	27,500	15,068	12,432	55%	30,000	50%
Contracts	1,667	93	1,574	6%	18,333	5,379	12,955	29%	20,000	27%
Total Maintenance and Operations	7,974	946	7,028	12%	87,709	27,602	60,107	31%	95,682	29%
Insurance										
Collection Losses	133	-	133	0%	1,467	-	1,467	0%	1,600	0%
Insurance	1,167	1,387	(220)	119%	12,833	16,311	(3,478)	127%	14,000	117%
Total Insurance	1,300	1,387	(220)	107%	14,300	16,311	(2,011)	114%	15,600	105%
Other:										
FmHa Debt Payment	506		506	0%	5,566		5,566	0%	6,072	0%
Total Other Account	506	-	506	0%	5,566	-	5,566	0%	6,072	0%
TOTAL EXPENDITURES	15,195	5,158	9,903	34%	167,141	72,564	94,576	43%	176,263	41%
NET INCOME (LOSS)		5,483				49,260			32,970	

Fund Balance

977,979

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
HOUSING CHOICE VOUCHER PROGRAM
As of February 28, 2023

Description	Feb-23				April 2022- February 2023				Annual Budget	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
Opening Balance							1,484,933			
REVENUES										
HUD Contributions - Administrative Fees	103,546	115,362	(11,816)	111%	1,139,006	1,318,782	(179,776)	116%	1,242,552	106%
HUD Contributions - HAP	911,941	915,664	(3,723)	100%	10,031,351	10,847,351	(816,000)	108%	10,943,292	99%
HUD Contributions - HAP Mainstream	11,444	30,685	(19,241)	268%	125,884	330,780	(204,896)	263%	137,328	241%
HUD Contributions - EHV Administrative Fees	2,154	11,087	(8,933)	515%	23,699	51,566	(27,867)	218%	25,853	199%
HUD Contributions - EHV HAP	22,473	46,729	(24,257)	208%	247,198	430,925	(183,728)	174%	269,670	160%
Interest Earnings	1,954	3,410	(1,456)	175%	21,496	52,564	(31,069)	245%	23,450	224%
Other Income	125	218	(93)	174%	1,375	1,935	(560)	141%	1,500	129%
TOTAL REVENUES AVAILABLE	1,053,637	1,123,155	(69,518)	107%	11,590,008	13,033,904	(1,443,896)	112%	12,643,645	103%
EXPENDITURES:										
Administrative:										
Administrative Salaries	31,132	32,118	(986)	103%	342,453	340,719	1,734	99%	373,585	91%
Administrative Benefits	13,301	12,702	599	95%	146,308	138,013	8,294	94%	159,608	86%
Management Fee	19,116	21,084	(1,968)	110%	210,276	217,552	(7,276)	103%	229,392	95%
Bookkeeping Fee	11,419	13,178	(1,758)	115%	125,614	131,210	(5,596)	104%	137,033	96%
Legal	1,375	1,928	(553)	140%	15,125	3,885	11,240	26%	16,500	24%
Staff Training / Travel	1,250	-	1,250	0%	13,750	2,308	11,442	17%	15,000	15%
Audit Costs	5,594	4,667	927	83%	61,529	62,457	(927)	102%	67,123	93%
Advertising and Marketing	321	4	317	1%	3,529	1,616	1,913	46%	3,850	42%
Administrative Other – Computer Operations	4,342	4,342	(0)	100%	47,758	47,758	0	100%	52,100	92%
Administrative Other – Office Expenses	8,191	9,302	(1,111)	114%	90,101	92,042	(1,941)	102%	98,292	94%
Total Administrative	96,040	99,323	(3,283)	103%	1,056,443	1,037,560	18,883	98%	1,152,483	90%
Utilities:										
Water	53	37	16	70%	578	588	(11)	102%	630	93%
Electricity	473	386	87	82%	5,199	5,192	8	100%	5,672	92%
Fuel	168	157	11	94%	1,845	1,867	(22)	101%	2,013	93%
Sewer	36	22	14	61%	399	414	(16)	104%	435	95%
Other Expenses (Mandates)	40	41	(2)	104%	435	344	92	79%	475	72%
Total Utilities	769	643	126	84%	8,456	8,405	51	99%	9,225	91%
Maintenance and Operations:										
Maintenance & Operations – Materials	208	-	208	0%	2,292	2,292	(0)	100%	2,500	92%
Maintenance & Operations – Contracts	6,250	358	5,892	6%	68,750	37,937	30,813	55%	75,000	51%
Total Maintenance and Operations	6,458	358	6,101	6%	58,125	40,229	30,812	69%	77,500	52%
Insurance										
Insurance	1,000	1,000	0	100%	11,000	11,201	(201)	102%	12,000	93%
Total Insurance	1,000	1,000	0	100%	11,000	11,201	(201)	102%	12,000	93%
Other:										
HAP Payments	945,858	837,991	107,866	89%	10,404,433	10,442,073	(37,640)	100%	11,350,290	92%
Total Other Account	945,858	837,991	107,866		10,404,433	10,442,073			11,350,290	92%
TOTAL EXPENDITURES	1,050,125	939,315	110,810	89%	11,538,457	11,539,468	49,546	100%	1,251,208	88%
NET INCOME (LOSS)		183,840				1,494,436			42,147	

FUND BALANCE

2,979,369

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
HOUSING DEVELOPMENT SERVICES
As of February 28, 2023

Description	April 1, 2022 through February 28, 2023	FYE 2023
OPENING BALANCE		1,335,488
REVENUES		
Other Revenue	12,221	12,221
Cummulative Interest Funds	24,333	24,333
TOTAL REVENUES	36,554	1,372,042
EXPENDITURES		
Administration Expenses	8,098	8,098
TOTAL OPERATING EXPENDITURES	8,098	8,098
FUND BALANCE		1,363,944

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
LAREDO HOUSING FACILITIES CORPORATION
As of February 28, 2023

Description	April 1, 2022 through Februar 28, 2023	FYE 2023
OPENING BALANCE		\$6,749,702
REVENUES		
Other Revenue- HAP Contract/Tenant Revenue	1,527,927	1,527,927
Cumulative Interest Funds	38,920	38,920
TOTAL REVENUES	1,566,847	8,316,549
EXPENDITURES		
Administration Expenses	196,501	196,501
Loan Fees	380,521	380,521
Utilities	46,560	46,560
Maintenance Expenses	249,200	249,200
Insurance	91,719	91,719
Tenant Services Expenses	21,889	21,889
TOTAL OPERATING EXPENDITURES	986,389	986,389
FUND BALANCE		7,330,159

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
LAREDO HOUSING OPPORTUNITIES CORPORATION
As of February 28, 2023

Description	April 1, 2022 through February 28, 2023	FYE 2023
OPENING BALANCE		3,993,211
REVENUES		
Cummulative Interest Funds	58,701	58,701
TOTAL REVENUES	58,701	4,051,912
EXPENDITURES		
Administrative Expenses	10,325	10,325
TOTAL EXPENDITURES	10,325	10,325
FUND BALANCE		4,041,588

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
LAREDO HOUSING DEVELOPMENT CORPORATION
As of February 28, 2023

Description	April 1, 2022 through February 28, 2023	FYE 2023
OPENING BALANCE		3,311,476
REVENUES		
Cumulative Interest Funds	35,112	35,112
Tenant Rent	13,975	13,975
Webb County ARP Grant	65,000	65,000
LC PILOT	253,662	253,662
TOTAL REVENUES	367,749	3,679,225
EXPENDITURES		
Administration Expenses	62,375	62,375
Maintenance Expenses	106,363	106,363
Other General Expenses	2,673	2,673
Homeless Referral Assitance	10,889	10,889
TOTAL EXPENDITURES	182,300	182,300
FUND BALANCE		3,496,925

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
CAPITAL FUND PROGRAM 50118
As of February 28, 2023

DESCRIPTION	PROJECT BUDGET	INCEPTION TO DATE	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENTAGE
REVENUES				
HUD Contributions	1,691,481	1,203,315	(488,166)	
TOTAL REVENUES	1,691,481	1,203,315	(488,166)	71%
EXPENDITURES				
Management Improvements	162,987	162,987	-	100%
Administration	169,148	169,148	-	100%
General Capital Activity	1,225,649	737,483	488,166	60%
RAD Investment Activity	133,697	133,697	-	100%
TOTAL OPERATING EXPENDITURES	1,691,481	1,203,315	488,166	71%
FUND BALANCE	-	-	488,166	71%

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
CAPITAL FUND PROGRAM 50119
As of February 28, 2023

DESCRIPTION	PROJECT BUDGET	INCEPTION TO DATE	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENTAGE
REVENUES				
HUD Contributions	1,696,733	841,183	(855,550)	
TOTAL REVENUES	1,696,733	841,183	(855,550)	50%
EXPENDITURES				
Management Improvements	168,743	31,418	137,325	19%
Administration	169,672	169,672	-	100%
General Capital Activity	1,358,318	640,093	718,225	47%
TOTAL OPERATING EXPENDITURES	1,696,733	841,183	855,550	50%
FUND BALANCE	-	-	855,550	50%

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
CAPITAL FUND PROGRAM 50120
As of February 28, 2023

DESCRIPTION	PROJECT BUDGET	INCEPTION TO DATE	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENTAGE
REVENUES				
HUD Contributions	1,798,213	392,921	(1,405,292)	
TOTAL REVENUES	1,798,213	392,921	(1,405,292)	22%
EXPENDITURES				
Management Improvements	168,743	11,397	157,346	7%
Administration	179,821	179,821	-	100%
General Capital Activity	1,449,649	201,704	1,247,945	14%
TOTAL OPERATING EXPENDITURES	1,798,213	392,921	1,405,292	22%
FUND BALANCE	-	-	1,405,292	22%

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
CAPITAL FUND PROGRAM 50121
As of February 28, 2023

DESCRIPTION	PROJECT BUDGET	INCEPTION TO DATE	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENTAGE
REVENUES				
HUD Contributions	1,900,414	513,350	(1,387,064)	
TOTAL REVENUES	1,900,414	513,350	(1,387,064)	27%
EXPENDITURES				
Management Improvements	170,000	19,477	150,523	11%
Administration	190,041	190,041	-	100%
General Capital Activity	1,540,373	303,833	1,236,540	20%
TOTAL OPERATING EXPENDITURES	1,900,414	513,350	1,387,064	27%
FUND BALANCE	-	-	1,387,064	27%

LHA COMMISSIONERS' COMMUNICATION

<u>DATE:</u> 04/05/2023	<u>SUBJECT:</u> Consideration to authorize out of town travel of staff for the Housing Agency Procurement Assistance Procurement and Contract Management Seminar in San Antonio, Texas on May 16-18, 2023.
<u>Item #:</u> 10A	
<u>INITIATED BY:</u> Mary Gaona Executive Director	<u>STAFF SOURCE</u> Jennifer Barrientos Director of Finance
<u>PREVIOUS BOARD ACTION:</u> None	
<u>BACKGROUND:</u> The Housing Agency Procurement Assistance (HAPA) will be having its annual Procurement and Contracts Management Seminar on May 16-18, 2023 in San Antonio, Texas. The training will be provided by Michael S. Gifford, C.P.M., CPSD, of HAPA.	
<u>FINANCIAL:</u> None	
<u>RECOMMENDATION:</u> To authorize out of town travel of staff for the Housing Agency Procurement Assistance Procurement and Contract Management Seminar in San Antonio, Texas on May 16-18, 2023.	

Housing Agency Procurement Assistance

Michael S. Gifford, C.P.M., CPSD - 2308 Flower Spring Street, Las Vegas, NV 89134 - (702)658-2753



Procurement and Contracts Management Seminar San Antonio, Texas (Riverwalk) - Tuesday-Thursday, May 16-18, 2023

Training Site/Host Hotel: Drury Plaza Hotel San Antonio Riverwalk
105 South St. Mary's Street, San Antonio, TX 78205

Complimentary Lunch Provided in meeting room Tuesday, Wednesday, and Thursday

Room Rate: \$184.00 + Rooming Taxes (Valet on-site parking \$36.00/day + tax)

Complimentary Hot Breakfast Buffet and Evening Hot Food Kickback Menu provided each day

Room Block Deadline: April 13, 2023 - (800)325-0720 - BLOCK CODE: 10050933

Room Reservation link on procurementassistance.org under "Upcoming Events" link

Procurement and Contract Management Training provided by Michael S. Gifford, C.P.M., CPSD, of Housing Agency Procurement Assistance (HAPA): Gifford is very knowledgeable (and nationally known) in HUD and Housing Agency procurement regulations and replies to a number of procurement-related inquiries regularly from both HUD and Housing Agency staff and other consultants. Gifford has been training professionals in procurement and contract management for many years at both housing agencies and HUD and brings a wealth of knowledge and practical applications to the table.

This Procurement and Contract Management training is a must for Purchasing and Finance staff, Management staff, and Property Managers! You will learn how to procure quality goods and services for the right cost, the highest quality, for timely delivery, and in compliance with applicable laws and policies. The training covers the estimating costs of goods and services and developing criteria for analysis of proposals. You will also learn how to comply with the newest federal procurement requirements and regulations; how to use the proper procurement method and contract type; how to analyze costs to ensure that your agency gets the highest value for its contract dollar and how to assess and control the procurement performance operation and professional ethics of procurement.

Seminar Agenda:

(Tuesday) Day One 8:15 a.m. - 4:45 p.m.

- ✓ Introduction to HUD Handbook 7460.8 REV 2 and 2 CFR 200
- ✓ Procurement Authority and Basic Administration of the Procurement Function
- ✓ General Requirements
- ✓ Ethics in Public Contracting
- ✓ Small Purchase Procedures (Quotations for Small Purchases - QSP's)
- ✓ Sealed Bids (Invitation for Bids - IFB's)

(Wednesday) Day Two 8:15 a.m. - 4:45 p.m.:

- ✓ Competitive Proposals (Request for Proposals - RFP's; Request for Qualifications - RFQ's)
- ✓ Noncompetitive Proposals
- ✓ Specifications and Statements of Work
- ✓ Miscellaneous Requirements

(Thursday) Day Three 8:15 a.m. - 4:45 p.m.:

- ✓ Contract Administration
- ✓ HUD Review Requirements
- ✓ State and Local Laws and Regulations Governing PHA Procurement
- ✓ Cooperative Business Relationships
- ✓ Employment & Training Opportunities and Contracting with Residents, Resident-Owned, Small, Minority, Other Disadvantaged Businesses

Additional Major Topics Covered:

- ✓ Amendments, Change Orders, Modifications
- ✓ Asset-Based Procurement and Contracting
- ✓ Best and Finals; Best Value
- ✓ Bidders List; Bonds / Guarantees
- ✓ Conflicts of Interest; Contract Length and Options
- ✓ Contracting Officer Responsibilities; Delegation of Authority
- ✓ Documentation; Evaluation Committee & Evaluation Factors
- ✓ Evaluating Cost and Price (CPA)
- ✓ Federal Labor Standards and Wage Rates
- ✓ Geographic Restrictions
- ✓ "Gifford's Gospels"
- ✓ Independent Cost Estimates (ICE)
- ✓ Internet-based Contracting
- ✓ Mandatory HUD Forms
- ✓ Negotiations
- ✓ Procurement Planning
- ✓ Procurement Policy and Procedures
- ✓ Profit and Overhead
- ✓ Prohibited Contract Types and Clauses
- ✓ Protests and Disputes
- ✓ Purchase Thresholds; Records Retention
- ✓ Relationship of Local, State and Federal, Codes, Statutes, Laws and Regulations
- ✓ Required Contract Clauses
- ✓ Resource Manual
- ✓ Solicitation Checklists
- ✓ Specifications / Statements of Work (SOW)
- ✓ Standardization
- ✓ Suspensions and Debarment
- ✓ Terminations (Contract / Solicitation)
- ✓ Types of Contracts; Types of Solicitations; Written Justifications

Housing Agency Procurement Assistance

Michael S. Gifford, C.P.M., CPSD - 2308 Flower Spring Street, Las Vegas, NV 89134 - (702)658-2753



Procurement and Contracts Management Seminar

San Antonio, Texas (Riverwalk) - Tuesday-Thursday, May 16-18, 2023

Housing Agency: Housing Authority of the City of Laredo

Address: 2000 San Francisco Avenue

City/State/Zip: Laredo/Texas/78040

Contact Telephone: 956-722-4521 E-mail: _____

Please register the following persons (*Please Print Legibly*):

NAME	TITLE	E-MAIL

REGISTRATION FEES:

Procurement Training \$800.00 per person x 2 number of participants = \$ 1,600.00

Check # _____ Amount \$ _____

Payment Method: Make Checks Payable to Housing Agency Procurement Assistance (sorry, no credit cards accepted)

Cancellation and Refunds: To receive a refund of your paid registration fees, written notice of cancellation must be received at least 30 days prior to the beginning of training. Cancellations received within the 30-day period prior to the beginning of the training will not be refunded; no exceptions will be made. The Agency is welcome to send a substitute attendee if the original registrant cannot attend.

Questions? Please contact Michael S. Gifford at gifford52@yahoo.com, (702)658-2753.

Please mail Check and the completed registration form to Michael S. Gifford at the Las Vegas address detailed within the page heading above. Please feel free to e-mail the completed registration form via email at gifford52@yahoo.com to hold the spots.

LHA COMMISSIONERS' COMMUNICATION

DATE: 04/05/2023	SUBJECT: Consideration to authorize out of town travel of staff for the Texas NAHRO Annual Conference in Corpus Christi, Texas on April 11-13, 2023.
Item #: 10B	
INITIATED BY: Mary Gaona Executive Director	STAFF SOURCE Raquel Aguilar Interim Director of Housing Management
PREVIOUS BOARD ACTION: None	
BACKGROUND: Texas NAHRO Annual Conference is April 11-13, 2023, in Corpus Christi, Texas. This training will provide Public Housing staff Rent Calculation Certification upon completion of training.	
FINANCIAL:	
RECOMMENDATION: Approval to authorize out of town travel of staff for the Texas NAHRO Annual Conference in Corpus Christi, Texas on April 11-13, 2023.	



Texas NAHRO

ANNUAL CONFERENCE

APRIL 11-13, 2023

REGISTRATION FEES

	Through March 17	After March 17
<input type="checkbox"/> Conference Registration (3 Day Tuesday - Thursday) – Member	\$300.00	\$350.00
<input type="checkbox"/> Conference Registration (3 Day Tuesday - Thursday) – Non - Member	\$350.00	\$400.00
<input type="checkbox"/> HCV & PH Rent Calculation (3 Days Tuesday - Thursday) HUGE Discount!	\$400.00	
<input type="checkbox"/> Commissioner's Fundamentals (1.5 Days Tuesday – Wednesday)	\$350.00	
<input type="checkbox"/> THIS IS MY FIRST TX NAHRO CONFERENCE		
<input type="checkbox"/> HCV & PH Rent Calculation Exam (Optional)	\$200.00	

Name: _____ Title/Position: _____

Agency: _____

Address: _____

City, State Zip: _____

Phone: _____ Fax: _____ Email: _____

Payment Method: Make checks payable to Texas NAHRO; a 3% credit card processing fee will be charged for each registration.

Check # _____ Amount \$ _____ Credit Card # _____

Credit Card Exp. Date _____ CID Code _____ Name as it appears on credit card: _____

Billing Address of credit card _____ City, State, Zip _____

Contact Person _____ Phone # _____

Mail Registration and Payment to:

TXNAHRO Spring Conference
12246 FM 1769 Rd
Graham, Texas 76450

Registrations may be faxed to 866.234.4018 but will not be processed until payment has been received.

TX NAHRO Service Office 940.521.9982
txnahro@brazosnet.com or www.txnahro.org

HOTEL ACCOMMODATIONS

Omni Hotel & Resort

900 N Shoreline Blvd
Corpus Christi, TX 78401
P. 361 - 887 – 1600

Group Rate: \$157 • Hotel Cut Off: **March 20, 2023**

Group Code: Texas NAHRO 2023 Conference

Cancellation and Refunds: To receive a refund of your registration fees, written notice of cancellation must be received no later than March 17, 2023; a \$50 cancellation fee will be assessed. Cancellations received after this date will not be refunded. The agency can send a substitute attendee if the original registrant can't attend. No exceptions will be made.

LHA COMMISSIONERS' COMMUNICATION

<u>DATE:</u> 04/05/2023	<u>SUBJECT:</u> Presentation and possible action related to an agreement with Brownstone on the proposed development of Hillside Crossing Apartments. This item may be discussed in Executive Session pursuant to Section 551.071, consultation with attorney.
<u>Item #:</u> 11A	
<u>INITIATED BY:</u> Mary Gaona Executive Director	<u>STAFF SOURCE</u> Jennifer Barrientos Director of Finance
<u>PREVIOUS BOARD ACTION:</u> None	
<u>BACKGROUND:</u> Will be presented at the Board of Commissioners meeting.	
<u>FINANCIAL:</u>	
<u>RECOMMENDATION:</u> Approval to authorize an agreement with Brownstone on the proposed development of Hillside Crossing Apartments. This item may be discussed in Executive Session pursuant to Section 551.071, consultation with attorney.	

LHA COMMISSIONERS' COMMUNICATION

<u>DATE:</u> 04/05/2023	<u>SUBJECT:</u> Discussion and possible action to evaluate the existing telephone communications system with a recommendation by the Information Technology Department to enhance on the existing network in place. (Sponsored by Commissioner Joe E. Aranda and Co-sponsored by Vice Chair Silvia E. Madrid)
<u>Item #:</u> 11B	
<u>INITIATED BY:</u> Joe E. Aranda, Commissioner Silvia Madrid, Vice Chair	<u>STAFF SOURCE</u> Mary Gaona Executive Director
<u>PREVIOUS BOARD ACTION:</u> None	
<u>BACKGROUND:</u> Will be discussed at the Board of Commissioners meeting.	
<u>FINANCIAL:</u>	
<u>RECOMMENDATION:</u> To authorize the evaluation of the existing telephone communications system with a recommendation by the Information Technology Department to enhance on the existing network in place.	

LHA COMMISSIONERS' COMMUNICATION

<u>DATE:</u> 04/05/2023	<u>SUBJECT:</u> Presentation by Management on the status of all the existing vacancies with possible action to proceed and fill all necessary positions as allotted in the approved operating budgets for purposes of facilitating the operations of the Laredo Housing Authority in the best interest of the public's needs and requests and the needs of existing tenants. (Sponsored by Commissioner Joe E. Aranda and Co-sponsored by Vice Chair Silvia E. Madrid)
<u>Item #:</u> 11C	
<u>INITIATED BY:</u> Joe E. Aranda, Commissioner Silvia Madrid, Vice Chair	<u>STAFF SOURCE</u> Mary Gaona Executive Director
<u>PREVIOUS BOARD ACTION:</u> None	
<u>BACKGROUND:</u> Will be presented at the Board of Commissioners meeting.	
<u>FINANCIAL:</u> None	
<u>RECOMMENDATION:</u> To proceed and fill all necessary positions as allotted in the approved operating budgets for purposes of facilitating the operations of the Laredo Housing Authority in the best interest of the public's needs and requests and the needs of existing tenants.	

LHA COMMISSIONERS' COMMUNICATION

DATE: 04/05/2023	SUBJECT: Discussion and possible action to approve of writing-off non-collectable amounts for vacated Public Housing, Russell Terrace, Meadow Elderly, and Farm Labor units from October 1, 2022 through March 31, 2023, as recommended by staff.
Item #: 11D	

INITIATED BY: Mary Gaona Executive Director	STAFF SOURCE: Jennifer Barrientos Director of Finance
----------------------------------------------------------	--------------------------------------------------------------------

PREVIOUS BOARD ACTION: On November 18, 2022, the LHA Board of Commissioners approved action item 12E writing-off non-collectible amounts for vacated units from April 1, 2022 through September 30, 2022 as recommended by staff.

BACKGROUND:
The tenant accounts receivable for the Housing Authority of the City of Laredo should be analyzed on a yearly basis in order to establish the non-collectable amounts due to vacancies. The balance of \$18,507.51 represents uncollectable amounts for vacated units within Public Housing and Farm Labor. This amount is < 0.01% of the total dwelling rental income for the period of October 1, 2022 through March 31, 2023.

FINANCIAL:

Development	Amount
AMP 1 Colonia Guadalupe	\$ 7,976.55
AMP 3 Ana Maria Lozano	\$ 313.00
AMP 3 Carlos Richter	\$ 51.00
AMP 4 Senior Home	\$ 1,379.96
AMP 5 Meadow Acres	\$ 0.00
AMP 5 South Laredo	\$ 0.00
AMP 6 Asherton	\$ 2,666.00
USDA Farm Labor	\$ 0.00
LHFC RADRT	\$ 3,681.00
LHFC PBVRT	\$ 2,440.00
LHFC RADME	\$ 0.00
Total:	\$ 18,507.51

RECOMMENDATION:
To approve the writing-off of non-collectable accounts in the amount of \$18,507.51 for vacated Public Housing, Russell Terrace, Meadow Elderly, and Farm Labor units from October 1, 2022 through March 31, 2023, as recommended by staff.



HOUSING AUTHORITY OF THE CITY OF LAREDO

LOW RENT PUBLIC HOUSING PROGRAM

2000 SAN FRANCISCO AVE LAREDO, TX 78040

Phone: (956) 722-4521 • Fax: (956) 722-6561 • E-mail: support@larha.org

AMP 3 - Ana Maria Lozano

March 31, 2023

DEVELOPMENT

DATE

BALANCE THAT NEEDS TO BE WRITTEN OFF

UNIT NO.	NAME	DATE VACATED	BALANCE LEFT
05-062	Rosa Esquivel	11/11/22	\$160.00
05-024	Miriam Canahui	02/06/23	\$153.00
TOTAL:			\$313.00

Kayla Moreno 
Property **MANAGER**

March 31, 2023

DATE

EXECUTIVE DIRECTOR APPROVAL

DATE



**HOUSING AUTHORITY OF THE CITY OF LAREDO
LOW RENT PUBLIC HOUSING PROGRAM**

2000 SAN FRANCISCO AVE LAREDO, TX 78040

Phone: (956) 722-4521 • Fax: (956) 722-6561 • E-mail: support@larha.org

AMP 3 - Carlos Richter
DEVELOPMENT

March 31, 2023
DATE

BALANCE THAT NEEDS TO BE WRITTEN OFF

UNIT NO.	NAME	DATE VACATED	BALANCE LEFT
03-041	Karen Lopez	02/02/23	\$51.00
TOTAL:			\$51.00

Maria Serrano *Maria Serrano*
Assistant MANAGER

March 31, 2023
DATE

EXECUTIVE DIRECTOR APPROVAL

DATE



**HOUSING AUTHORITY OF THE CITY OF LAREDO
 LOW RENT PUBLIC HOUSING PROGRAM
 2000 SAN FRANCISCO AVE LAREDO, TX 78040**

Phone: (956) 722-4521 • Fax: (956) 722-6561 • E-mail: support@larha.org

AMP-6 ASHERTON
 DEVELOPMENT

March 31, 2023
 DATE

BALANCE THAT NEEDS TO BE WRITTEN OFF

UNIT NO.	NAME	DATE VACATED	BALANCE LEFT
06-002	Rosemary Gonzalez	11/15/22	\$2,666.00
TOTAL:			\$2,666.00

Denise Guzman 
 MANAGER

March 31, 2023
 DATE

EXECUTIVE DIRECTOR APPROVAL

DATE



**HOUSING AUTHORITY OF THE CITY OF LAREDO
LOW RENT PUBLIC HOUSING PROGRAM
2000 SAN FRANCISCO AVE LAREDO, TX 78040**

Phone: (956) 722-4521 • Fax: (956) 722-6561 • E-mail: support@larha.org

Farm Labor
DEVELOPMENT

March 31, 2023
DATE

BALANCE THAT NEEDS TO BE WRITTEN OFF

UNIT NO.	NAME	DATE VACATED	BALANCE LEFT
	None		\$0.00
	TOTAL:		\$0.00

Melinda [Signature]
MANAGER

March 31, 2023
DATE

EXECUTIVE DIRECTOR APPROVAL

DATE



**HOUSING AUTHORITY OF THE CITY OF LAREDO
 LOW RENT PUBLIC HOUSING PROGRAM
 2000 SAN FRANCISCO AVE LAREDO, TX 78040**

Phone: (956) 722-4521 • Fax: (956) 722-6561 • E-mail: support@larha.org

LHFC RADRT
 DEVELOPMENT

March 31, 2023
 DATE

BALANCE THAT NEEDS TO BE WRITTEN OFF

UNIT NO.	NAME	DATE VACATED	BALANCE LEFT
099	Roxanna Romanos	01/17/23	\$3,031.00
158	Rosy Pacheco	01/13/23	\$318.00
158	Raquel Torres	10/03/22	\$332.00
TOTAL:			\$3,681.00

Melinda [Signature]
 MANAGER

March 31, 2023
 DATE

EXECUTIVE DIRECTOR APPROVAL

DATE



**HOUSING AUTHORITY OF THE CITY OF LAREDO
 LOW RENT PUBLIC HOUSING PROGRAM
 2000 SAN FRANCISCO AVE LAREDO, TX 78040**

Phone: (956) 722-4521 • Fax: (956) 722-6561 • E-mail: support@larha.org

**LHFC PBVRT
 DEVELOPMENT**

**March 31, 2023
 DATE**

BALANCE THAT NEEDS TO BE WRITTEN OFF

UNIT NO.	NAME	DATE VACATED	BALANCE LEFT
046	Cynthia Garcia	02/24/23	\$2,440.00
TOTAL:			\$2,440.00

Melinda [Signature]

 MANAGER

March 31, 2023

 DATE

 EXECUTIVE DIRECTOR APPROVAL

 DATE



**HOUSING AUTHORITY OF THE CITY OF LAREDO
LOW RENT PUBLIC HOUSING PROGRAM
2000 SAN FRANCISCO AVE LAREDO, TX 78040**

Phone: (956) 722-4521 • Fax: (956) 722-6561 • E-mail: support@larha.org

LHFC RADME
DEVELOPMENT

March 31, 2023
DATE

BALANCE THAT NEEDS TO BE WRITTEN OFF

UNIT NO.	NAME	DATE VACATED	BALANCE LEFT
	NONE		\$0.00
	TOTAL:		\$0.00

Melinda [Signature]
MANAGER

March 31, 2023
DATE

EXECUTIVE DIRECTOR APPROVAL

DATE

LHA COMMISSIONERS' COMMUNICATION

<u>DATE:</u> 04/05/2023	<u>SUBJECT:</u> Discussion and possible action to renew the Blue Cross Blue Shield Health Insurance, effective June 1, 2023 through May 31, 2024.
<u>Item #:</u> 11E	
<u>INITIATED BY:</u> Mary Gaona Executive Director	<u>STAFF SOURCE</u> Jennifer Barrientos Director of Finance
<u>PREVIOUS BOARD ACTION:</u> On May 20, 2022, the Board of Commissioners approved agenda item 10B to authorizing the Executive Director to renew the Blue Cross Blue Shield Health Insurance in the proposed amount of \$678,022.43. The renewal effective dates were from June 1, 2022 to May 31, 2023.	
<u>BACKGROUND:</u> The monthly 2021-2022 rates increased by 13.3% from \$549.87 to \$623.19 per employee. The monthly 2022-2023 rates increased by 9.9% from \$623.19 to \$685.19 per employee. The monthly 2023-2024 rates have a 0% increase, remaining at \$685.19 per employee.	
<u>FINANCIAL:</u> <u>BCBS 2023-2024 Renewal Quote:</u> Blue Cross Blue Shield Renewal Monthly Amount - \$685.19 Renewal Annual Amount- \$649,560.12 (79 employees)	
<u>RECOMMENDATION:</u> To approve renewing the Blue Cross Blue Shield Health Insurance, effective June 1, 2023 through May 31, 2024.	



Texas Mid Market Business Dual Option PPO Renewal

Group Name: HOUSING AUTHORITY OF THE CITY OF LAREDO
Group Number: 000022469

Renewal Effective: 06/01/2023
Total Group Contracts: 56
Total Contracts: 56
Total Members: 59

Reg/Dist/Terr: 03/ 029/ 180

Sales Presentation

Current Plan Rates

	EO	ES	EC	EF	Total
MM17	\$ 782.01	\$ 1,564.09	\$ 1,407.62	\$ 2,346.10	\$ 3,128.04
<small>\$30 Office Copay, \$55 UC Copay, \$1500/\$4500 Ded (Ind/Fam), 75%/50% Coin (Net/Out), \$5500/\$10200 Med OPX (Ind/Fam), \$1000/\$3000 RX OPX (Ind/Fam), PDP \$20/\$40/\$60</small>					
Contract Enrollment	4	0	0	0	
MM32	\$ 685.19	\$ 1,370.44	\$ 1,233.33	\$ 2,055.61	\$ 36,178.02
<small>\$40 Office Copay, \$65 UC Copay, \$5000/\$10000 Ded (Ind/Fam), 70%/50% Coin (Net/Out), \$5600/\$10200 Med OPX (Ind/Fam), \$1000/\$3000 RX OPX (Ind/Fam), PDP \$20/\$40/\$60</small>					
Contract Enrollment	51	0	1	0	
Total Monthly Health Cost					\$ 39,306.06

Renewing Plan Rates

	EO	ES	EC	EF	Total*
MM1722	\$ 782.01	\$ 1,564.09	\$ 1,407.62	\$ 2,346.10	\$ 3,128.04
<small>\$30 Office Copay, \$55 UC Copay, \$1500/\$4500 Ded (Ind/Fam), 75%/50% Coin (Net/Out), \$5500/\$10200 Med OPX (Ind/Fam), \$1000/\$3000 RX OPX (Ind/Fam), PDP \$20/\$40/\$60</small>					
				Plan Rate Change	0.0%
MM3222	\$ 685.19	\$ 1,370.44	\$ 1,233.33	\$ 2,055.61	\$ 36,178.02
<small>\$40 Office Copay, \$65 UC Copay, \$5000/\$10000 Ded (Ind/Fam), 70%/50% Coin (Net/Out), \$5600/\$10200 Med OPX (Ind/Fam), \$1000/\$3000 RX OPX (Ind/Fam), PDP \$20/\$40/\$60</small>					
				Plan Rate Change	0.0%
Total Monthly Health Cost					\$ 39,306.06
Total Rate Change					0.0%

Note: This rate change percentage is based on total monthly premium. Each tier's rate change may vary from the total change percentage.
The above rates are projected to be effective for the 12-month period beginning on the effective date of group coverage and are contingent upon the provisions shown below.
Final rates may vary based on actual enrollment results.

1. Enrollment of 56 or at least 75% of the eligible employees; with a sustained monthly enrollment of at least 75%
2. The employer contributing at least 50% of the Employee Only cost.
3. Rates do not include any future mandated benefit changes.
4. This quote assumes BCBSTX will be the only carrier providing coverage to the employer group's employees. BCBSTX reserves the right to change premium rates if BCBSTX is not the exclusive carrier. Groups must promptly notify BCBSTX if BCBSTX will not be the exclusive carrier.
5. Standard BCBSTX Managed Care programs with standard membership, eligibility, administration, claims processing and standard network. Standard Master Contract provisions and definitions apply. Any costs associated with special services or custom materials provided by BCBSTX will be supplemental billed separate and apart from the rates outlined on this confirmation page.
6. Annual open enrollment.
7. This proposal assumes the group contract will be issued in Texas. In addition to the benefits stated herein, benefits for covered persons who reside outside of Texas will conform to all Extraterritorial requirements of those states.
8. Insurance regulations require carriers to determine whether an employer is subject to Chapter 26, Texas Insurance Code.
9. This proposal is made on the condition you are not a Small Employer as defined in Chapter 26. A proposal to a Small Employer would have to contain specific contractual elements and mandated insurance plans not contained in this proposal. Should it be determined you were a Small Employer, this proposal and any health insurance contract issued to you, shall be null and void.
10. BCBSTX will pay \$29.14 per contract per month (PCPM) for producer commissions.

LHA COMMISSIONERS' COMMUNICATION

<u>DATE:</u> 04/05/2023	<u>SUBJECT:</u> Discussion and possible action to approve the Capital Fund Program Amendment to the Consolidated Annual Contributions Contract for calendar year 2023 and adopt Resolution No. 23-R-05.
<u>Item #:</u> 11F	
<u>INITIATED BY:</u> Mary Gaona Executive Director	<u>STAFF SOURCE:</u> Bulmaro Cruz Director of Construction Projects
<u>PREVIOUS BOARD ACTION:</u> On November 18, 2022, the Board of Commissioners approved action item 12A and adopted Resolution No. 22-R-07 finalizing and adopting the Public Housing Agency Plan, the 2023-2027 PHA Five Year Action Plan, as presented by staff and in consultation of all public input, to become effective April 1, 2023. The 2023 CFP annual grant was requested using the prior year awarded amount of \$1,900,000.00.	
<u>BACKGROUND:</u> On February 17, 2023, HUD's Office of Capital Improvements (OCI) announced and published the award of the 2022 Capital Fund Formula Grant in the amount of \$2,394,983.00 an increase of \$494,983.00.	
<u>FINANCIAL:</u> 2023 Capital Fund Grant - \$2,394,983.00	
<u>RECOMMENDATION:</u> To approve the Capital Fund Program Amendment to the Consolidated Annual Contributions Contract for calendar year 2023 and adopt Resolution No. 23-R-05.	

2023 Capital Fund

OMB Approval No. 2577-0075 (exp. 08/31/2023)

Capital Fund Program (CFP) Amendment Annual Contributions Contract Terms and Conditions (HUD-52840-A)

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

The information collection requirements contained in this document have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2577-0075. There is no personal information contained in this application. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when disclosure is not required. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

Whereas, (Public Housing Authority) Housing Authority of the City of Laredo TX011 (herein called the "PHA") and the United States of America, Secretary of Housing and Urban Development (herein called "HUD") entered into an Annual Contributions Contract ACC(s) Numbers(s) (On File) dated (On File)

Whereas, in accordance with Public Law 117-328, Division L, Title II,

Whereas, HUD has agreed to provide CFP assistance, upon execution of this Amendment, to the PHA in the amount to be specified below for the purpose of assisting the PHA in carrying out capital and management activities at existing public housing projects in order to ensure that such projects continue to be available to serve low-income families. HUD reserves the right to provide additional CFP assistance in this FY to the PHA. When HUD provides additional amounts, it will notify the PHA and those amended grants will be subject to these terms and conditions.

\$ 2,394,983.00 for Fiscal Year 2023 to be referred to under the Capital Fund Grant Number FX59P01150123 PHA Tax Identification Number (TIN): On File UEI Number: On File

Whereas, HUD and the PHA are entering into the CFP Amendment Number On File

Now Therefore, the ACC is amended as follows:

1. The ACC(s) is (are) amended to provide CFP assistance in the amount specified above for capital and management activities of PHA projects. This CFP Amendment is a part of the ACC.

2. The PHA must carry out all capital and management activities in accordance with the United States Housing Act of 1937 (the Act), 24 CFR Part 905 (the Capital Fund Final rule) as well as other applicable HUD requirements, except that the limitation in section 9(g)(1) of the Act is increased such that the amount of CFP assistance provided for under this CFP amendment only, the PHA may use no more than 25 percent for activities that are eligible under section 9(e) of the Act only if the PHA's HUD-approved Five Year Action Plan provides for such use; however, if the PHA owns or operates less than 250 public housing dwelling units, such PHA may continue to use the full flexibility in accordance with section 9(g)(2) of the Act.

3. The PHA has a HUD-approved Capital Fund Five Year Action Plan and has complied with the requirements for reporting on open grants through the Performance and Evaluation Report. The PHA must comply with 24 CFR 905.300 of the Capital Fund Final rule regarding amendment of the Five Year Action Plan where the PHA proposes a Significant Amendment to the Capital Fund Five Year Action Plan.

4. For cases where HUD has approved a Capital Fund Financing Amendment to the ACC, HUD will deduct the payment for amortization scheduled payments from the grant immediately on the effective date of this CFP Amendment. The payment of CFP funds due per the amortization scheduled will be made directly to a designated trustee within 3 days of the due date.

5. Unless otherwise provided, the 24 month time period in which the PHA must obligate this CFP assistance pursuant to section 9(j)(1) of the Act and 48 month time period in which the PHA must expend this CFP assistance pursuant to section 9(j)(5) of the Act starts with the effective date of this CFP amendment (the date on which CFP assistance becomes available to the PHA for obligation). Any additional CFP assistance this FY will start with the same effective date.

6. Subject to the provisions of the ACC(s) and paragraph 3, and to assist in capital and management activities, HUD agrees to disburse to the PHA or the designated trustee from time to time as needed up to the amount of the funding assistance specified herein.

7. The PHA shall continue to operate each public housing project as low-income housing in compliance with the ACC(s), as amended, the Act and all HUD regulations for a period of twenty years after the last disbursement of CFP assistance for modernization activities for each public housing project or portion thereof and for a period of forty years after the last distribution of CFP assistance for development activities for each public housing project and for a period of ten years following the last payment of assistance from the Operating Fund to each public housing project. Provided further that, no disposition of any project covered by this amendment shall occur unless approved by HUD.

8. The PHA will accept all CFP assistance provided for this FY. If the PHA does not comply with any of its obligations under this CFP Amendment and does not have its Annual PHA Plan approved within the period specified by HUD, HUD shall impose such penalties or take such remedial action as provided by law. HUD may direct the PHA to terminate all work described in the Capital Fund Annual Statement of the Annual PHA Plan. In such case, the PHA shall only incur additional costs with HUD approval.

9. Implementation or use of funding assistance provided under this CFP Amendment is subject to the attached corrective action order(s).

(mark one) : Yes [] No [x]

10. The PHA is required to report in the format and frequency established by HUD on all open Capital Fund grants awarded, including information on the installation of energy conservation measures.

11. If CFP assistance is provided for activities authorized pursuant to agreements between HUD and the PHA under the Rental Assistance Demonstration Program, the PHA shall follow such applicable statutory authorities and all applicable HUD regulations and requirements. For total conversion of public housing projects, no disposition or conversion of any public housing project covered by these terms and conditions shall occur unless approved by HUD. For partial conversion, the PHA shall continue to operate each non-converted public housing project as low-income housing in accordance with paragraph 7.

12. CFP assistance provided as an Emergency grant or a Safety and Security grant shall be subject to a 12 month obligation and 24 month expenditure time period. CFP assistance provided as a Natural Disaster grant shall be subject to a 24 month obligation and 48 month expenditure time period. The start date shall be the date on which such funding becomes available to the PHA for obligation. The PHA must have a recorded and effective Declaration(s) of Trust on all property funded with Capital Fund grants (all types) or HUD will exercise all available remedies including recapture of grant funding.

The parties have executed this CFP Amendment, and it will be effective on the date HUD signs below.

Signature table with columns for U.S. Dept of HUD (By: Marianne Nazzaro, Title: Deputy Assistant Secretary, Office Public Housing Investments) and PHA (Executive Director or authorized agent) (By: [blank], Title: [blank]).

Part I: Summary

PHA Name:		Housing Authority of the City of Laredo			TX59P011501-23		FFY of Grant: 2023
							FFY of Grant Approval: 2023
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserved for Disasters/Emergencies <input type="checkbox"/> Performance and Evaluation Report for Period Ending:							
Line No.	Summary by Development Account	Original	Revised 1	Total Actual Cost 1		Obligated	Expended
1	Total Non-Capital Funds						
2	1406 Operating Expenses (may not exceed 20% of line 20) 3						
3	1408 Management Improvements	170,000.00	170,000.00				
4	1410 Administration	190,000.00	239,498.00				
5	1480 General Capital Activity	1,540,000.00	1,985,485.00				
6	1492 Moving to Work Demonstration	0.00					
7	1501 Collateralization Expense / Debt Service Paid by PHA	0.00					
8	1503 RAD-CFP	0.00					
9	1504 RAD Investment Activity	0.00					
10	1505 RAD-CPT	0.00					
11	9000 Debt Reserves	0.00					
12	9001 Bond Debt Obligation paid Via System of Direct Payment	0.00					
13	9002 Loan Debt Obligation paid Via System of Direct Payment	0.00					
14	9900 Post Audit Adjustment	0.00					

1 To be completed for the Performance and Evaluation Report
 2 To be completed for the Performance and Evaluation Report or a Revised Annual Statement
 3 PHAs with under 250 units in management may use 100% of CFP Grants for operations.

Part I: Summary					
PHA Name: Housing Authority of the City of Laredo		TX59P011501-23			FFY of Grant: 2023 FFY of Grant Approval: 2023
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserved for Disasters/Emergencies <input type="checkbox"/> Performance and Evaluation Report for Period Ending:					
Line No.	Summary by Development Account	Original	Revised ¹	Total Actual Cost ¹	
				Obligated	Expended
15	Amount of Annual Grant (sums of lines 2-14)	1,900,000.00	2,394,983.00		
16	Amount of line 15 Related to LBP Activities				
17	Amount of line 15 Related Sect. 504, ADA, and Fair Housing Act Activities				
18	Amount of line 15 Related to Security - Soft Costs				
19	Amount of line 15 Related to Security - Hard Costs				
20	Amount of line 15 Related to Energy Conservation Measures				
				0.00	0.00
Signature of Executive Director _____		Signature of Public Housing Director _____		Date _____	

* I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

1 To be completed for the Performance and Evaluation Report
 2 To be completed for the Performance and Evaluation Report or a Revised Annual Statement
 3 PHAs with under 250 units in management may use 100% of CFP Grants for operations.
 4 RHF funds shall be included here.

Part I: Summary								
PHA Name: Housing Authority of the City of Laredo			TX59P011501-23				Federal FFY of Grant: 2023	
					CFFP (Yes/No) No			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated 2	Funds Expended 2	
PIC #								
TX011000001	HVAC	1480		350,000.00	350,000.00			
Colonia Guadalupe	Kitchen Cabinets Replacement	1480		147,000.00	175,000.00			
	Administrative/Community Modernization	1480		0.00	175,000.00			
TX011000003	HVAC	1480		249,000.00	249,000.00			
Carlos Richter (CR)	Kitchen Cabinets Replacement	1480		60,000.00	100,000.00			
Ana Ma. Lozano (AL)	Roof Replacement	1480		250,000.00	250,000.00			
	Security Lighting	1480			32,000.00			
TX011000004	Electrical Upgrade	1480		70,000.00	70,000.00			
Senior Home (SH)	Domestic Water Booster Pump System	1480		18,000.00	0.00			
	Automated Peatonal Front Gate	1480		12,000.00	20,000.00			
TX011000005	Plumbing Replacement	1480		65,000.00	65,000.00			
Meadow Acres (MA)	Gypsum Board Replacement	1480		45,000.00	50,000.00			
South Laredo (SL)	Bathroom Renovations	1480		0.00	75,000.00			
TX011000006	Water Run-Off/Drainage	1480		90,000.00	90,000.00			
Asherton	Playground/Gazebo	1480		50,000.00	50,000.00			
	Subtotal			\$ 1,406,000.00	1,751,000.00			

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement
 2 To be completed for the Performance and Evaluation Report

LHA COMMISSIONERS' COMMUNICATION

DATE: 04/05/2023	SUBJECT: Discussion and possible action to award RFP No. 2023-0130-2 Integrated Pest Management & On-Call Services to JD's Pest Control in the amount of \$25,430.00 and authorize the Executive Director to finalize negotiations and contract with selected firm.
Item #: 11G	

INITIATED BY: Mary Gaona Executive Director	STAFF SOURCE Valeria Cabello Procurement Officer
----------------------------------------------------------	---------------------------------------------------------------

PREVIOUS BOARD ACTION: None

<p>BACKGROUND:</p> <p>On January 30, 2023, the Housing Authority of the City of Laredo issued a Request for Proposals (RFP) for Integrated Pest Management & On-Call Services. The established deadline to submit was February 17, 2023.</p> <p>The pest control services will be provided at the following properties: Colonia Guadalupe, LHA Administrative Offices, Russell Terrace, Carlos Richter, Senior Home, Ana Maria Lozano, Meadow Acres, Meadow Elderly, South Laredo, and Farm Labor. Services will be provided semi-annually for a period of one year, with an option to extend the contact for four additional one-year periods.</p> <p>The Agency invited the following contractors to submit a proposal: Madrigal Termite & Pest Control, Web Termite & Pest Control, Bug Busters of Laredo, JD's Pest Control, Laredo Termite & Pest Control, and Asash Termite & Pest Control. As a result, the Agency received the following submission in response to the RFP:</p> <ul style="list-style-type: none">• JD's Pest Control

FINANCIAL:					
<table border="1"><thead><tr><th>Contractor</th><th>Proposed Annual Cost</th></tr></thead><tbody><tr><td>JD's Pest Control</td><td>\$25,430.00</td></tr></tbody></table>	Contractor	Proposed Annual Cost	JD's Pest Control	\$25,430.00	
Contractor	Proposed Annual Cost				
JD's Pest Control	\$25,430.00				

<p>RECOMMENDATION:</p> <p>To award RFP No. 2023-0130-2 Integrated Pest Management & On-Call Services to JD's Pest Control in the amount of \$25,430.00 and authorize the Executive Director to finalize negotiations and contract with selected firm.</p>

RFP No. 2023-0130-2
Integrated Pest Management & On-Call Services

	JD's Pest Control
Total Evaluation Points	88.32

RFP Newspaper Publication Dates: January 29, 2023 February 5, 2023

Scoring Committee Date March 2, 2023

Scoring Committee: Bulmaro Cruz Director of Construction Projects
Raquel Aguilar Director of Public Housing
María Hernandez Property Manager

Scoring Criteria/Evaluation Factors

NO.	MAX POINT VALUE	DESCRIPTION
1	20 points	Level of Quality and Professional Responsiveness
2	30 points	Overall Statement of Qualifications and Knowledge of Subject Matter
3	20 points	Quality of Key Personnel Assigned. Available and Response to Client
4	30 points	Cost Effectiveness and Technical Value
5	15 points	Section 3 Business Preference
	115 points	Total Points (other than preference points) 115 points

Scoring Criteria/Preference Evaluation Factors (Section 3)

NO.	MAX POINT VALUE	FACTOR DESCRIPTION
7		SECTION 3 BUSINESS PREFERENCE PARTICIPATION: A firm may qualify for Section 3 status as detailed within Attachment D (NOTE: A max of 5 points awarded).
7a	15 points	Priority I: As detailed on page 5 of Attachment D.
7b	12 points	Priority II: As detailed on page 5 of Attachment D.
7c	9 points	Priority III: As detailed on page 5 of Attachment D.
7d	6 points	Priority IV: As detailed on page 5 of Attachment D.
7e	3 points	Priority V/VI: As detailed on page 5 of Attachment D.
	15 points	Maximum Preference Points (Additional)

LHA COMMISSIONERS' COMMUNICATION

<u>DATE:</u> 04/05/2023	<u>SUBJECT:</u> Discussion and possible action to award RFP No. 2023-0130-1 Landscaping & Ground Maintenance to Airstream Professional Misting Systems in the amount of \$258,840.00 and authorize the Executive Director to finalize negotiations and contract with selected firm.	
<u>Item #:</u> 11H		
<u>INITIATED BY:</u> Mary Gaona Executive Director		<u>STAFF SOURCE</u> Valeria Cabello Procurement Officer
<u>PREVIOUS BOARD ACTION:</u> None		
<u>BACKGROUND:</u> On January 30, 2023, the Housing Authority of the City of Laredo issued a Request for Proposals (RFP) for Landscaping and Ground Maintenance. The established deadline to submit was February 13, 2023. The landscaping services will be provided to the following properties: Colonia Guadalupe, Russell Terrace, Carlos Richter, Senior Home, Ana Maria Lozano, Meadow Acres, Meadow Elderly, South Laredo, Farm Labor, and Bernal Sunrise Court. Each property will be serviced twice a month for a period of one year, with an option to extend the contact for four additional one-year periods. The Agency invited the following contractors to submit a proposal: Olympia Landscape Development, Roy's Palms Landscaping & irrigation, Marquez Nursery, Triple O Landscaping, Escamilla Nursery, Airstream Professional Misting Systems, Greenside Sprinkler Systems, and Torres Landscaping & Paint Inc. As a result, the Agency received the following submissions in response to the RFP: <ul style="list-style-type: none">• Airstream Professional Misting Systems• El Alba Nursery• Torres Landscaping & Paint Inc.• Escamilla Nursery		
<u>FINANCIAL:</u>		
Contractor	Proposed Monthly Cost	Proposed Annual Cost
Airstream Professional Misting Systems	\$21,570.00	\$258,840.00
El Alba Nursery	\$46,660.00	\$559,920.00
Torres Landscaping & Paint Inc.	\$47,913.00	\$574,956.00
Escamilla Nursery	\$85,130.00	\$1,021,560.00
<u>RECOMMENDATION:</u> Approval to award RFP No. 2023-0130-1 Landscaping & Ground Maintenance to Airstream Professional Misting Systems in the amount of \$258,840.00 and authorize the Executive Director to finalize negotiations and contract with selected firm.		

RFP No. 2023-0130-1
Landscaping & Ground Maintenance

	Airstream Professional Misting Systems	El Alba Nursery	Torres Landscaping & Paint Inc.	Escamilla Nursery
Total Evaluation Points	87.32	72.66	67.99	61.99

RFP Newspaper Publication Dates: January 29, 2023 February 5, 2023

Scoring Committee Date March 2, 2023

Scoring Committee:

Bulmaro Cruz	Director of Construction Projects
Raquel Aguilar	Director of Public Housing
Maria Hernandez	Property Manager

Scoring Criteria/Evaluation Factors

NO.	MAX POINT VALUE	DESCRIPTION
1	20 points	Level of Quality and Professional Responsiveness
2	30 points	Overall Statement of Qualifications and Knowledge of Subject Matter
3	20 points	Quality of Key Personnel Assigned. Available and Response to Client
4	30 points	Cost Effectiveness and Technical Value
5	15 points	Section 3 Business Preference
	115 points	Total Points (other than preference points) 115 points

Scoring Criteria/Preference Evaluation Factors (Section 3)

NO.	MAX POINT VALUE	FACTOR DESCRIPTION
7		SECTION 3 BUSINESS PREFERENCE PARTICIPATION: A firm may qualify for Section 3 status as detailed within Attachment D (NOTE: A max of 5 points awarded).
7a	15 points	Priority I: As detailed on page 5 of Attachment D.
7b	12 points	Priority II: As detailed on page 5 of Attachment D.
7c	9 points	Priority III: As detailed on page 5 of Attachment D.
7d	6 points	Priority IV: As detailed on page 5 of Attachment D.
7e	3 points	Priority V/VI: As detailed on page 5 of Attachment D.
	15 points	Maximum Preference Points (Additional)

LHA COMMISSIONERS' COMMUNICATION

DATE: 04/05/2023	SUBJECT: Discussion and possible action to authorize the Executive Director to extend the contract with Slay Architecture for an additional year, as allowable by Contract No. 2022-0516-1 effective May 16, 2023 through May 15, 2024. This would represent the second year of the contract maximum of five years.
Item #: 111	

INITIATED BY: Mary Gaona Executive Director	STAFF SOURCE: Valeria Cabello Procurement Officer
----------------------------------------------------------	----------------------------------------------------------------

PREVIOUS BOARD ACTION:

On April 22, 2022, the Board of Commissioners approved action item 11A to authorize the Executive Director to finalize negotiations and contract with the selected firm(s), designate any specific priority projects to award firm(s), and specify any particular terms.

BACKGROUND:

On March 17, 2022, the Housing Authority of the City of Laredo issued a Request for Qualifications for Architectural & Engineering Services, RFQ No. 2022-0317-1.

Slay Architecture submitted a proposal in response to the RFQ; and the Housing Authority of the City of Laredo selected Slay Architecture to serve as a provider of the services in connection with the RFQ.

The terms of the contract began on May 16, 2022 (effective date) for a period of one year, with an option to extend the contract for four additional one-year periods.

Work Authorization #1 - Colonia Guadalupe Campus Wayfinding Design was executed on May 16, 2022 in an estimated amount not to exceed \$18,440.00.

Work Authorization #2 - Permanent Supportive Housing Project was executed on September 1, 2022, in an estimated amount not to exceed \$32,400.00.

FINANCIAL:																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Fee Schedule</th> </tr> <tr> <th style="text-align: left;">Personnel</th> <th style="text-align: left;">Hourly Rate</th> </tr> </thead> <tbody> <tr><td>Principal</td><td style="text-align: right;">\$225.00</td></tr> <tr><td>Sr. Project Manager</td><td style="text-align: right;">\$200.00</td></tr> <tr><td>Project Manager</td><td style="text-align: right;">\$175.00</td></tr> <tr><td>Project Architect</td><td style="text-align: right;">\$175.00</td></tr> <tr><td>Interior Designer</td><td style="text-align: right;">\$150.00</td></tr> <tr><td>Project Coordinator III</td><td style="text-align: right;">\$125.00</td></tr> <tr><td>Project Coordinator II</td><td style="text-align: right;">\$105.00</td></tr> <tr><td>Project Coordinator I</td><td style="text-align: right;">\$95.00</td></tr> <tr><td>Technical/Drafting</td><td style="text-align: right;">\$80.00</td></tr> <tr><td>Administration/Clerical</td><td style="text-align: right;">\$65.00</td></tr> </tbody> </table>	Fee Schedule		Personnel	Hourly Rate	Principal	\$225.00	Sr. Project Manager	\$200.00	Project Manager	\$175.00	Project Architect	\$175.00	Interior Designer	\$150.00	Project Coordinator III	\$125.00	Project Coordinator II	\$105.00	Project Coordinator I	\$95.00	Technical/Drafting	\$80.00	Administration/Clerical	\$65.00	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Additional Fees</th> </tr> <tr> <th style="text-align: left;">Type</th> <th style="text-align: left;">Rate</th> </tr> </thead> <tbody> <tr><td>Mileage</td><td style="text-align: right;">GSA Federal Rate in Effect</td></tr> <tr><td>Reimbursable Expenses</td><td style="text-align: right;">Cost + 15%</td></tr> </tbody> </table>	Additional Fees		Type	Rate	Mileage	GSA Federal Rate in Effect	Reimbursable Expenses	Cost + 15%
Fee Schedule																																	
Personnel	Hourly Rate																																
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Sr. Project Manager	\$200.00																																
Project Manager	\$175.00																																
Project Architect	\$175.00																																
Interior Designer	\$150.00																																
Project Coordinator III	\$125.00																																
Project Coordinator II	\$105.00																																
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RECOMMENDATION:

To authorize the Executive Director to extend the contract with Slay Architecture for an additional year, as allowable by Contract No. 2022-0516-1, effective May 16, 2023 through May 15, 2024. This would represent the second year of the contract maximum of five years.

123 Altgelt Avenue
San Antonio, Texas 78201

Phone: 210-736-3009
Fax: 210-734-6401



March 28, 2023

Housing Authority of the City of Laredo
2000 San Francisco
Laredo, TX 78040

Attention: Valeria Cabello, Procurement Officer
Re: Contract No. 2022-0516-1, Architectural Services
Subject: Contract Extension

SLAY Architecture Project No: 22012

SLAY Architecture would very much like to extend the above contract from May 16, 2023 through May 15, 2024. We have enjoyed working with the Housing Authority and are excited to carry on our current work.

Respectfully,

A handwritten signature in blue ink that reads "Madeline Slay". The signature is fluid and cursive.

Madeline Slay, AIA
President

Cc: Monica Guajardo, AIA

SLAY ARCHITECTURE

**Agreement Between the Housing Authority of the City of Laredo
And
Slay Architecture**

This Services Agreement ("Contract") is entered into as of **May 16, 2022** ("Effective Date") by and between the **Housing Authority of the City of Laredo**, a public body, corporate and politic (hereinafter "LHA") and **Slay Architecture**, a qualified architectural firm specialized in in the design of municipal buildings, retail shopping centers, commercial offices, athletic complexes, entertainment venues, schools, healthcare facilities and private estates (hereinafter "Consultant")

WITNESSETH:

WHEREAS, LHA is a public body, corporate and politic organized and validly existing and in good standing under the laws of the State of Texas and currently engaged in such business as defined in the Housing Authority Law in the Local Government Code of the State of Texas, including the services of providing decent, safe and sanitary housing to the residents of its facilities, low-income families, the elderly, the handicapped and the disabled; and

WHEREAS, LHA issued a Request for Qualifications for **Architectural & Engineering Services** RFQ No. LHA 2022-0317-1 (hereinafter referred to as the "RFQ") to procure Architectural & Engineering Services for LHA; and

WHEREAS, Slay Architecture submitted a proposal in response to the RFQ; and

WHEREAS, LHA selected Slay Architecture to serve as LHA's Architectural & Engineering Services Consultant specifically to provide architectural services in connection with the RFQ No. LHA 2022-0317-1

NOW THEREFORE, LHA and the Consultant, agree as follows:

1. Overall Scope of Work

Consultant shall provide services for the Architectural & Engineering Services specialty as described in the "Scope of Work" of the RFQ as requested by LHA. The RFQ including its **Overall Scope of Work** is attached hereto as "**Exhibit A**" and is incorporated herein in its entirety by reference. A sample **Work Authorization (WA) Form**, attached hereto as "**Exhibit C**" will be utilized to initiate specific projects within this agreement and set-out payment, timeline, and specific project performance terms.

2. Time of Performance

The initial term of this Contract shall begin on the Effective Date for a period of one (1) year with an option to extend by the Parties for a maximum of five (5) years from the Board of Commissioners award date, unless earlier terminated as provided herein.

Initials md

3. **Compensation, Billing Rates, and Method of Payment**

- A. **Compensation.** LHA shall compensate the Consultant according to the **Fee Schedule** attached as "**Exhibit B**". LHA and the Consultant shall execute any amendment, as may become necessary, to this Contract by letter agreement as prepared by LHA.
- 1) Billings by the Consultant are to be directed to Accounts Payable, Finance Department, Housing Authority of the City of Laredo, 2000 San Francisco Avenue, Laredo, Texas 78040, via email to accountspayable@larha.org with a copy to Mary Gaona, Executive Director at mary@larha.org **and are due monthly by 1st Wednesday of the month by 3:00 p.m. or with every monthly pay application, as may be agreed upon with the LHA, for prior periods work.**
 - 2) Invoices shall be accompanied with the following documents which may be supplied by computer printout:
 - i. By payment schedule or documentation of quantity of work fully completed per relevant scope of work and approved by LHA.
 - 3) Payments made by the Consultant to others for services in connection with a matter shall be included in the statement and supporting invoices shall be attached to the billing. LHA may reimburse or make such payments to third Parties secured by the Consultant only if such third Parties were retained by the Consultant with prior approval of LHA.
- B. **Method of Payment.** Consultant will submit a completed IRS W-9 form and requests for payment by invoices to LHA or one payment request in the event of a single lump sum invoice. The invoices shall include the billing amount, description of services rendered and supporting documentation indicating progress of project. LHA staff will review these invoices for payment. Payments will be made within 15 days of invoice being approved by the LHA.
- C. **Taxes.** No payroll or employment taxes of any kind will be withheld or paid by LHA on behalf of the Consultant. LHA will not treat the Consultant as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. The Consultant understands and agrees that it is the Consultant's responsibility to pay all taxes required by law, including self-employment social security tax. LHA will issue an IRS 1099 Form, or other appropriate tax reporting document, to the Consultant for the Contract services.
- D. **Benefits.** Consultant will not be eligible for, and will not participate in, any health, pension, or other benefit of LHA that exists solely for the benefit of LHA employees during the Contract term.

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4. Records for Audit Purposes.

Consultant shall maintain all records concerning Services performed and for which the Consultant requires compensation under this Contract for three (3) years from the expiration date of the Contract unless a longer period is required under Title 24, Code of Federal Regulations, and Section 85.42. The Consultant shall provide LHA and, subject to LHA approval, HUD, the Comptroller General of the United States, the General Accounting Office, or any of their authorized representatives, all records pertaining to the services provided hereunder. This right shall continue as long as the records are required to be maintained.

5. No Personal Liability

No member, official or employee of LHA shall be liable personally to the Consultant or any successor in interest in the event of any default or breach by LHA or for any amount which may become due to the Consultant or any successor or on any obligation under the terms of this Contract.

6. Assignment of Contract

Consultant shall not assign this Contract, or any part thereof.

7. HUD Requirements

Consultant agrees to comply with all relevant HUD requirements, including Section II of the General Contract Conditions Non-Construction, form HUD-5370-C.

8. Indemnification

Consultant shall defend, hold harmless and indemnify LHA and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the professionally negligent performance of this Contract and any of the Consultant's operation or activities related thereto, excluding the alleged or actual negligence, gross negligence, and/or willful misconduct of the person or entity seeking to be defended, indemnified or held harmless. Further, the Consultant shall refrain from encumbering LHA with any in kind or financial debts, burdens or any other encumbrances without prior written approval of LHA, and the Consultant will hold harmless and indemnify LHA and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the such unauthorized encumbrances.

9. Independent Contractor

Consultant hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and not as the agent or employee of LHA. The Consultant has and hereby retains the right to exercise full control and

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supervision of the services and work to be provided under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work hereunder. The Consultant agrees to be solely responsible for all matters relating to payment of the Consultant's employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements, workers' compensation requirements and all regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of the Contract.

10. Insurance and Bonding


- A. Insurance Duration: Consultant agrees to procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract by the Consultant, its agents, representatives, employees or Subcontractors.
- B. Insurances and Changes: Any Consultant required insurance (general liability, automobile, bond, builders' risk, etc.) for the project shall list the LHA additional insured.
- C. Minimum Scope of Insurance. Coverage shall be at least as required by the RFQ.

11. Conflicts of Interest

LHA requires the Consultant to inform LHA in writing of any potential, apparent, or actual conflict the Consultant may have or develop during the term of this Contract. At this time, the Consultant is not aware of any relationship with any other party interested in the subject matter of the Consultant's services for LHA under this Contract, as provided in the attached **Conflict of Interest Disclosure "Exhibit D"**. As long as the Consultant's services for LHA continue under this Contract, the Consultant will not agree to provide services for any such conflicted party without LHA's prior written and informed consent.

12. Nondiscrimination

Consultant agrees that there shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Contract. The Consultant will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms

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of compensation; including selection for training, apprenticeship; and provision of any services or accommodations to clients or the general public.

13. Termination

Either party may terminate this Contract at any time without cause upon thirty (30) days' written Notice of Termination to the other party; provided, however, that in the event of such termination, LHA shall compensate the Consultant for work completed to the satisfaction of LHA as of the date of such notice or the date of termination specified in and directed by such notice.


14. Non-Appropriations

Consultant understands that LHA is a governmental entity and may not be funded for any period during the term of this Contract for the requested services. LHA agrees to provide the Consultant written notice within thirty (30) days, if at all practicable, after learning that such funding will not become available to LHA. For work authorizations approved under this Contract, LHA hereby certifies that adequate funding is available to complete requested services for LHA's current fiscal year.

15. Compliance with Federal Regulations

Consultant agrees to comply with federal laws and regulations, as applicable, including, but not necessarily limited to, the following:

- The requirements of Title VII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964 relating to prohibitions against the discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex, or national origin.
- The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 and prohibited discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.
- The requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs.
- The requirements of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.
- The requirements of Executive Orders 11625, 12432, and 12138 to implement Minority Business Enterprises and Women's Business Enterprise participation goals in programs of federal agencies.
- The applicable provisions of the General Conditions for Non-Construction contained in form HUD-5370-C. To the extent that any provision of this

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Contract conflicts with any required provision in HUD-5370-C for this Contract, the conflicting provision in HUD-5370-C shall apply.

16. Proprietary Interests

Consultant understands and agrees that the Consultant's work product (intellectual and material), including creative materials (brands, logos, designs, videos), memoranda, charts, PowerPoints, architectural plans and drawings, studies, financial analyses, feasibility analyses, applications, forms, worksheets, reports and any other documents developed on behalf of LHA remain the sole property of LHA and shall not be reproduced or utilized in any form or manner by the Consultant without LHA's prior written consent.

17. Miscellaneous Provisions

A. Notices. All notices, demands, consents, or approvals required under this Contract shall be in writing and shall be deemed given when delivered personally or by facsimile transmission or three (3) business days after being deposited in the U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

If to LHA: **Maria M. Gaona**
Executive Director
Housing Authority of the City of Laredo
2000 San Francisco Avenue
Laredo, TX 78040
Phone: (956) 722-4521
Fax: (956) 722-6561

If to Consultant: **Madeline A. Slay**
Slay Architecture

San Antonio Office
123 Altgelt Avenue
San Antonio, TX 78201
Phone: (210) 736-3009

Laredo Office
9901 McPherson Ave. Suite 104
Laredo, TX 78045
Phone: (956) 791-0405

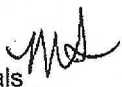
B. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the successors and assigns of LHA and the Consultant. When the term "Consultant" or "LHA" is used in this Contract, it shall mean and include their respective successors and assigns; provided, however, that LHA shall have no obligation under this Contract to, nor shall any benefit of this Contract accrue to, any unapproved successor or assign of the Consultant where LHA approval of a successor assign is required by this Contract.

Initials 

- C. Modification, Waiver and Amendment. Any modification, waiver or amendment of any of the provisions of this Contract shall be in writing and signed by both LHA and the Consultant.
- D. Entire Contract. This Contract represents the complete agreement between the Parties as to the matters described herein, and there are no oral understandings between the Consultant and LHA affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between the Consultant and LHA with respect to the subject matter hereof.
- E. Severability. If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.
- F. Governing Law. This Contract shall be governed by and interpreted and construed in accordance with the laws of the State of Texas, and shall be subject to the exclusive jurisdiction of the state courts therein. Venue for any court action brought by either party under this Contract shall remain exclusively in Webb County, Texas. It is the responsibility of the Consultant to be informed of local, state and federal laws and requirements applicable to this Contract and to perform all work in compliance with those laws and requirements.
- G. Headings. Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.
- H. Consultants' Fees. In any action or proceeding arising out of the interpretation of this Contract, the prevailing party shall be entitled to reasonable Consultants' fees and costs.
- I. Alternative Dispute Resolution. In the event of a dispute between the Parties regarding the interpretation of this Contract, the Parties may agree to mediation or another form of alternative dispute resolution.
- J. Authority. Each of the undersigned represents and warrants that he or she has full power and authority to enter into this Contract on behalf of his or her respective party and to bind the party in accordance with its terms.

*** The remainder of this page is intentionally left blank**

Initials _____



IN WITNESS WHEREOF, LHA and the Consultant have executed this Contract as of the Effective Date first above written.

HOUSING AUTHORITY OF THE CITY OF LAREDO ("LHA")

By: *Maria M. Gaona*

Name: Maria M. Gaona

Title: Executive Director

Date: 05/16/2022

SLAY ARCHITECTURE ("CONSULTANT")

By: *Madeline A. Slay*

Name: Madeline A. Slay

Title: Principal / Owner

Date: 05/16/2022

Initials *ms*

“EXHIBIT A”

**Request for Qualifications (RFQ) No. LHA 2022-0317-1
for Architectural & Engineering Services**

The LHA procurement documents, including the Scope of Work outlined below, are hereby incorporated and made a part of this Contract.

Scope of Work

The Consultant shall provide general architectural design and engineering services (A/E) for various LHA projects. Services will include, but are not limited to typical architectural and engineering services pertaining to:

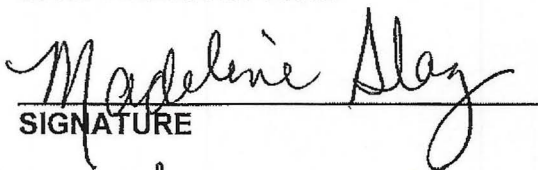
- Structural, forensic, civil, geotechnical analysis, mechanical, plumbing and electrical engineering services, and other similar services as needed;
- Landscape architecture, land surveying and site planning;
- Exterior and interior design, curb appeal design, wayfinding design;
- Master planning of office, administrative and maintenance space;
- Green building, integrative design process/approach, LEED certification projects;

Phases of the A/E Services Shall Consist of:

- Schematic design phase requiring full sets of drawings;
- Preliminary study phase;
- Design development phase;
- Schematic design phase
- Design and planning requests for proposal;
- Assisting in preparing requests for proposals;
- Bidding, construction, and contract document phase;
- Bidding and award phase;
- Construction phase;
- Certifications and associated services for financial applications, and construction administration services; and
- Post completion/warranty phase.

The Consultant shall ensure that the design product meet all State and Federal Requirements as well as all City of Laredo Building Code requirements and shall conform with all applicable local codes, ordinances, regulations and standards, including HUD’s Section 504 program; UFAS, ADA and ANSI requirements. The design shall also include coordination for the abatement of asbestos containing building materials as well demolition of existing structures, if required.

SLAY ARCHITECTURE


SIGNATURE

Initials 

05/16/2022
DATE

“EXHIBIT B”

**Request for Qualifications (RFQ) No. LHA 2022-0317-1
for Architectural & Engineering Services**

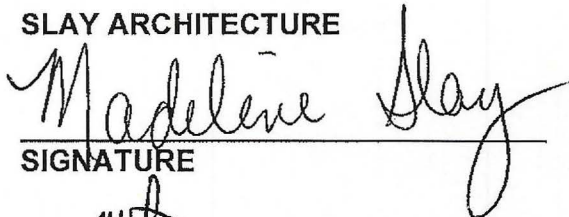
Fee Schedule

The Consultant will receive payment for services particularized within the scope of work described in “Exhibit A.”

Payments to the Consultant will be made according to the following schedule:

Personnel	Hourly Rate
Principal	\$225.00
Sr. Project Manager	\$200.00
Project Manager	\$175.00
Project Architect	\$175.00
Interior Designer	\$150.00
Project Coordinator III	\$125.00
Project Coordinator II	\$105.00
Project Coordinator I	\$95.00
Technical / Drafting	\$80.00
Administration / Clerical	\$65.00
Mileage	GSA Federal Rate in Effect
Reimbursable Expenses	Cost + 15%

SLAY ARCHITECTURE



SIGNATURE



Initials _____

05/16/2022

DATE

"EXHIBIT C"

WORK AUTHORIZATION (WA) # 1
Project Description

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions, without any waiver to the Agreement dated _____ (date) made by and between the **Housing Authority of the City of Laredo**, (hereinafter "LHA"), and **Slay Architecture** (hereinafter "Consultant").

- PART 1. Scope of Work.** The purpose of this Work Authorization is defined in the **Scope of Work** provided by the LHA attached hereto as "**WORK AUTHORIZATION - ATTACHMENT A**".
- PART 2. Estimated Cost.** The estimated cost for services under this Work Authorization is _____ (amount). This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as "**ATTACHMENT A**".
- PART 3. Period of Service and Project Timeline.** This Work Authorization shall become effective on the date of final acceptance of the Parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the **Project Timeline** attached hereto within the "**WORK AUTHORIZATION - ATTACHMENT A**".
- PART 4. Responsibilities and Obligations.** This Work Authorization does not waive the Parties' responsibilities and obligations provided under Contract No. LHA 2022-0509-1.
- PART 5. Proprietary Interests.** The Consultant understands and agrees that the Consultant's Work product was originated by the LHA and resulting branding concepts, technical program software are the LHA's exclusive proprietary intellectual property. The Consultant and other sub-consultants may not share proprietary information unless otherwise expressly authorized in writing by the LHA.

Therefore, any original work or design created on behalf of the LHA shall be considered a "work made for hire" under the United States Copyright Act and shall be the sole property of the LHA and all right, title and interest therein, including copyright shall solely vest in the district. Further, the LHA also asserts its exclusive rights to any and all trademarks of the LHA that currently exist on LHA materials or that may come to exist on any materials produced as a result of this Agreement.

Initials ms

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ (date).

SLAY ARCHITECTURE:

Madelaine Slay
SIGNATURE

5-10-22 DATE

Initials

ms

LHA:

EXECUTIVE DIRECTOR

DATE

**“ATTACHMENT A”
WORK AUTHORIZATION # 1**

Scope of Work

Estimated Cost Proposal

Project Timeline

SLAY ARCHITECTURE:

Madeline Slay

SIGNATURE

5-16-22 DATE

Initials *ms*

LHA:

EXECUTIVE DIRECTOR

DATE

“EXHIBIT D”

Contractor Conflict of Interest Disclosure Form

The contractor identified below hereby discloses the following real or apparent conflict of interest as required by the Laredo Housing Authority's Conflict of Interest and Procurement policies, pertinent portions of which are excerpted within this disclosure and acknowledged by the contractor. This disclosure is effective as of the date of filing and does not relieve the contractor of the requirement to make further disclosure of any real or apparent conflict should any conflict arise or appear hereafter.

Landlord/Vendor: _____ Date: _____
(Print Name)

Place your name initials next to the conflicts below that are applicable to this disclosure and describe the conflicts:

Contractor's business is affiliated with an LHA Commissioner, employee, officer, or agent as disclosed below and will comply with LHA's Conflict of Interest Policy as excerpted below:

N/A The contractor is an employee, and the employee is an officer, director, agent, or member of, or owns a controlling interest in, the contractor's corporation, firm, partnership, or other business entity which has business dealing with the LHA.

Name(s) of LHA Commissioner, Employee, Officer, or Agent with whom affiliated:

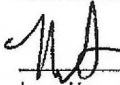
LHA Conflict of Interest Policy

The public has a right to expect high standards of integrity and conduct from those in its service. Any conduct or activity which is or gives the appearance of being motivated by a desire for private gain, either for the employee or those with whom the employee has family or business ties, or who engages directly or indirectly in any financial transaction as a result of primarily relying on, or in the relaying of, information not available to the general public, is prohibited. An employee who is an officer, director, agent, or member of or owns a controlling interest in any corporation, firm, partnership, or other business entity which has business dealing with

Initials *[Signature]*

the PHA shall file a sworn statement disclosing such interest and shall refrain from participation in selection or supervision of any such business dealings.

Contractor has not engaged, and will not engage, in conduct or an arrangement that may violate LHA's Procurement Policies (as excerpted below):

 The contractor has not and will not engaged in any conduct prohibited by the Procurement Policies below.

LHA Procurement Policies

Principles and Standards of Conduct. Members of the Board, Employees, and any others serving in an official position or acting as an agent of the PHA must discharge their duties impartially to ensure fair competitive access to procurement opportunities by responsible contractors. Moreover, Commissioners, Employees, officers, and agents should conduct themselves in such a manner as to foster the public's confidence in the integrity of the PHA procurement organization and process. Any attempt to realize personal gain through the PHA through actions inconsistent with the proper discharge of duties is a breach of trust. The Board has adopted a **Code of Conduct** and the Procurement Policy to govern the performance of Commissioners, Employees, officers, and agents engage in the award and administration of procurements and contracts, and all individuals who fail to adhere to these rules may be sanctioned appropriately.

Conflicts of Interest. No Commissioner, Employee, officer, or agent of the Agency shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would be when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:

- A Commissioner, Employee, officer, or agent involved in making the award;
- A "Family" member of anyone listed above, i.e. "Family is defined as any person related within the fourth degree by consanguinity (blood) or second degree by affinity (marriage). Please list the types of relationships (i.e. spouse, brother/sister, aunt/uncle, cousin, etc.)
- His/her partner; or
- An organization which employs or is negotiating to employ, or has an arrangement concerning prospective

Initials 

employment of any of the above.

Gratuities, Kickbacks, and Use of Confidential Information. No Commissioner, Employee, officer, or agent of the Agency (or any of their Family member of these persons) shall ask for or accept gratuities, favors, or items of more than nominal value (i.e. inexpensive hat with logo) from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

Prohibition against Contingent Fees. Contractors wanting to do business with the Agency must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

Suspension and Debarment. Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (2 CFR §200.317 through §200.326) or by other Federal agencies, e.g., Department of Labor for violation of labor regulations, when necessary to protect housing authorities in their business dealings. Prior to issuance of a contract, Agency staff shall, as detailed within Section 10.2.H.1 and 10.2.H.2 of HUD Procurement Handbook 7460.8 REV 2, conduct the required searches within the HUD Limited Denial of Participation (LDP) system and the U.S. General Services Administration System for Award Management (SAM) and place within the applicable contract file a printed copy of the results of each such search.

I hereby acknowledge the requirements of the LHA Conflict of Interest Policy and the LHA Procurement Policies as excerpted above and certify my compliance with these policies and their disclosure requirements, and with any and all local, state, federal laws or HUD regulations that may be applicable for procurement or conflict of interest requirements. Failure on my part to disclose or comply may result in LHA seeking remedies against me including the immediate disqualification from any current or future solicitation and/or termination of any existing or future contract(s).

Contractor: Slay Architecture Date: 5-16-22
(Print Name)

Signature: Madeline Slay

Initials: MS

LHA COMMISSIONERS' COMMUNICATION

DATE: 04/05/2023	SUBJECT: Discussion and possible action to authorize the Executive Director to extend the contract with Redline Architecture for an additional year, as allowable by Contract No. 2022-0516-4, effective May 16, 2023 through May 15, 2024. This would represent the second year of the contract maximum of five years.
Item #: 11J	

INITIATED BY: Mary Gaona Executive Director	STAFF SOURCE: Valeria Cabello Procurement Officer
----------------------------------------------------------	----------------------------------------------------------------

PREVIOUS BOARD ACTION:

On April 22, 2022, the Board of Commissioners approved action item 11A to authorize the Executive Director to finalize negotiations and contract with the selected firm(s), designate any specific priority projects to award firm(s), and specify any particular terms.

BACKGROUND:

On March 17, 2022, the Housing Authority of the City of Laredo issued a Request for Qualifications for Architectural & Engineering Services, RFQ No. 2022-0317-1.

Redline Architecture submitted a proposal in response to the RFQ; and the Housing Authority of the City of Laredo selected Redline Architecture to serve as a provider of the services in connection with the RFQ.

The terms of the contract began on May 16, 2022 (effective date) for a period of one year, with an option to extend for four additional one-year periods.

Work authorization #1- Colonia Guadalupe Unit Redevelopment for an estimated amount not to exceed \$29,870.00

Work authorization # 2- Carlos Richter BiblioTech Office Renovation for an estimated amount not to exceed \$48,500.00

FINANCIAL:

Group 1 – Industrial Projects, Warehouses, and Utilitarian Projects
 Group 2 – Cold Storage Facilities, Manufacturing, and Office Buildings with Tenant Improvements
 Group 3 – Classrooms, Hospitals, Institutional, Parks and Recreation, Schools, and Site Improvements
 Group 4 – Auditoriums, Art Galleries, Special Facilities, and Theaters
 Group 5 – Single Family Residential and Custom Furnishings

Fee Schedule					
Cost of Construction	% Basic Fees in Building Complexity Group				
	Group 1	Group 2	Group 3	Group 4	Group 5
Up to \$100k	8.0%	9.0%	10.0%	11.0%	12.0%
\$100k+ to \$200k	7.0%	8.0%	9.0%	10.0%	11.0%
\$200k+ to \$300k	6.0%	7.0%	8.0%	9.0%	10.0%
\$300k+ to \$400k	5.9%	6.9%	7.9%	8.9%	9.9%
\$400k+ to \$500k	5.8%	6.8%	7.8%	8.8%	9.8%

\$500k+ to \$600k	5.7%	6.7%	7.7%	8.7%	9.7%
\$600k+ to \$700k	5.6%	6.6%	7.6%	8.6%	9.6%
\$700k+ to \$800k	5.5%	6.5%	7.5%	8.5%	9.5%
\$800k+ to \$900k	5.4%	6.4%	7.4%	8.4%	9.4%

Fee Schedule Cont'd

Cost of Construction	% Basic Fees in Building Complexity Group				
	Group 1	Group 2	Group 3	Group 4	Group 5
\$900k+ to \$1M	5.3%	6.3%	7.3%	8.3%	9.3%
\$1M+ to \$1.25M	5.2%	6.2%	7.2%	8.2%	9.2%
\$1.25M+ to \$1.5M	5.1%	6.1%	7.1%	8.1%	9.1%
\$1.5M+ to \$1.75M	5.0%	6.0%	7.0%	8.0%	9.0%
\$1.75M+ to \$2M	4.9%	5.9%	6.9%	7.9%	8.9%
\$2M+ to \$2.5M	4.8%	5.8%	6.8%	7.8%	8.8%
\$2.5M+ to \$3M	4.7%	5.7%	6.7%	7.7%	8.7%
\$3.5M+ to \$4M	4.6%	5.6%	6.6%	7.6%	8.6%
\$4M+ to \$5M	4.5%	5.5%	6.5%	7.5%	8.5%
\$5M+ to \$6M	4.4%	5.4%	6.4%	7.4%	8.4%
\$6M+ to \$8M	4.3%	5.3%	6.3%	7.3%	8.3%
\$8M+ to \$10M	4.2%	5.2%	6.2%	7.2%	8.2%
\$8M+ to \$9M	4.1%	5.1%	6.1%	7.1%	8.1%
\$10M+ to \$12M	4.0%	5.0%	6.0%	7.0%	8.0%
\$12M+ to \$14M	3.9%	4.9%	5.9%	6.9%	7.9%
\$14M+ to \$16M	3.8%	4.8%	5.8%	6.8%	7.8%
\$16M+ to \$18M	3.7%	4.7%	5.7%	6.7%	7.7%
\$18M+ to \$20M	3.6%	4.6%	5.6%	6.6%	7.6%
\$20M+ to \$22M	3.5%	4.5%	5.5%	6.5%	7.5%
\$22M+ to \$24M	3.4%	4.4%	5.4%	6.4%	7.4%
\$24M+ to \$27M	3.3%	4.3%	5.3%	6.3%	7.3%
\$27M+ to \$30M	3.2%	4.2%	5.2%	6.2%	7.2%
\$30M+ to \$33M	3.1%	4.1%	5.1%	6.1%	7.1%
\$33M+ to \$36M	3.0%	4.0%	5.0%	6.0%	7.0%
\$36M+ to \$39M	2.9%	3.9%	4.9%	5.9%	6.9%
\$39M+ to \$42M	2.8%	3.8%	4.8%	5.8%	6.8%
\$42M+ to \$46M	2.7%	3.7%	4.7%	5.7%	6.7%
\$46M+ to \$50M	2.6%	3.6%	4.6%	5.6%	6.6%
\$50M+ and UP	2.5%	3.5%	4.5%	5.5%	6.5%

Project Fee Breakdown Per Phase

Phase	Percentage
Schematic Design	25%
Design Development	25%
Construction Documents	35%
Bidding	5%
Construction Administration	10%

RECOMMENDATION:

To authorize the Executive Director to extend the contract with Redline Architecture for an additional year, as allowable by Contract No. 2022-0516-4, effective May 16, 2023 through May 15, 2024. This would represent the second year of the contract maximum of five years.

1119 Flores Ave., Suite 200
Laredo, Texas 78040
Ph. (956) 727-5391, Ext. 202
tmolano@redlinearchitecture.com

March 28, 2023

Housing Authority of the City of Laredo
Procurement Office
2000 San Francisco
Laredo, Texas 78040
Voice (956) 722-4521, Ext. 1210

Re: Contract No. 2022-0516-4 Laredo Housing Authority for Architectural Services Extension from May 16, 2023 to May 15, 2024

Ms. Valeria Cabello, Procurement Officer:

In response to request sent via e-mail on March 27, 2023 for extension of previously mentioned contract for one additional year. Redline Architecture would like to inform acceptance of the extension of the contract upon approval from Board of Commissioners. Please let us know if you require additional information to formalize request.

Regards,



Telissa Lueckenotte Molano
AIA, NCARB, LEED AP BD+C, CNU-A

**Agreement Between the Housing Authority of the City of Laredo
And
Redline Architecture**

This Services Agreement (“Contract”) is entered into as of **May 16, 2022** (“Effective Date”) by and between the **Housing Authority of the City of Laredo**, a public body, corporate and politic (hereinafter “LHA”) and **Redline Architecture**, a qualified architectural firm specialized in architecture and interior design services (hereinafter “Consultant”).

WITNESSETH:

WHEREAS, LHA is a public body, corporate and politic organized and validly existing and in good standing under the laws of the State of Texas and currently engaged in such business as defined in the Housing Authority Law in the Local Government Code of the State of Texas, including the services of providing decent, safe and sanitary housing to the residents of its facilities, low-income families, the elderly, the handicapped and the disabled; and

WHEREAS, LHA issued a Request for Qualifications for **Architectural & Engineering Services** RFQ No. LHA 2022-0317-1 (hereinafter referred to as the “RFQ”) to procure Architectural & Engineering Services for LHA; and

WHEREAS, Redline Architecture submitted a proposal in response to the RFQ; and

WHEREAS, LHA selected Redline Architecture to serve as LHA’s Architectural & Engineering Services Consultant specifically to provide architectural services in connection with the RFQ No. LHA 2022-0317-1

NOW THEREFORE, LHA and the Consultant, agree as follows:

1. Overall Scope of Work

Consultant shall provide services for the Architectural & Engineering Services specialty as described in the “Scope of Work” of the RFQ as requested by LHA. The RFQ including its **Overall Scope of Work** is attached hereto as “**Exhibit A**” and is incorporated herein in its entirety by reference. A sample **Work Authorization (WA) Form**, attached hereto as “**Exhibit C**” will be utilized to initiate specific projects within this agreement and set-out payment, timeline, and specific project performance terms.

2. Time of Performance

The initial term of this Contract shall begin on the Effective Date for a period of one (1) year with an option to extend by the Parties for a maximum of five (5) years from the Board of Commissioners award date, unless earlier terminated as provided herein.

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3. Compensation, Billing Rates, and Method of Payment

A. Compensation. LHA shall compensate the Consultant according to the **Fee Schedule** attached as "**Exhibit B**". LHA and the Consultant shall execute any amendment, as may become necessary, to this Contract by letter agreement as prepared by LHA.

1) Billings by the Consultant are to be directed to Accounts Payable, Finance Department, Housing Authority of the City of Laredo, 2000 San Francisco Avenue, Laredo, Texas 78040, via email to accountspayable@larha.org with a copy to Mary Gaona, Executive Director at mary@larha.org **and are due monthly by 1st Wednesday of the month by 3:00 p.m. or with every monthly pay application, as may be agreed upon with the LHA, for prior periods work.**

2) Invoices shall be accompanied with the following documents which may be supplied by computer printout:

i. By payment schedule or documentation of quantity of work fully completed per relevant scope of work and approved by LHA.

3) Payments made by the Consultant to others for services in connection with a matter shall be included in the statement and supporting invoices shall be attached to the billing. LHA may reimburse or make such payments to third Parties secured by the Consultant only if such third Parties were retained by the Consultant with prior approval of LHA.

B. Method of Payment. Consultant will submit a completed IRS W-9 form and requests for payment by invoices to LHA or one payment request in the event of a single lump sum invoice. The invoices shall include the billing amount, description of services rendered and supporting documentation indicating progress of project. LHA staff will review these invoices for payment. Payments will be made within 15 days of invoice being approved by the LHA.

C. Taxes. No payroll or employment taxes of any kind will be withheld or paid by LHA on behalf of the Consultant. LHA will not treat the Consultant as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. The Consultant understands and agrees that it is the Consultant's responsibility to pay all taxes required by law, including self-employment social security tax. LHA will issue an IRS 1099 Form, or other appropriate tax reporting document, to the Consultant for the Contract services.

D. Benefits. Consultant will not be eligible for, and will not participate in, any health, pension, or other benefit of LHA that exists solely for the benefit of LHA employees during the Contract term.

4. Records for Audit Purposes.

Consultant shall maintain all records concerning Services performed and for which the Consultant requires compensation under this Contract for three (3) years from the expiration date of the Contract unless a longer period is required under Title 24, Code of Federal Regulations, and Section 85.42. The Consultant shall provide LHA and, subject to LHA approval, HUD, the Comptroller General of the United States, the General Accounting Office, or any of their authorized representatives, all records pertaining to the services provided hereunder. This right shall continue as long as the records are required to be maintained.

5. No Personal Liability

No member, official or employee of LHA shall be liable personally to the Consultant or any successor in interest in the event of any default or breach by LHA or for any amount which may become due to the Consultant or any successor or on any obligation under the terms of this Contract.

6. Assignment of Contract

Consultant shall not assign this Contract, or any part thereof.

7. HUD Requirements

Consultant agrees to comply with all relevant HUD requirements, including Section II of the General Contract Conditions Non-Construction, form HUD-5370-C.

8. Indemnification

Consultant shall defend, hold harmless and indemnify LHA and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the professionally negligent performance of this Contract and any of the Consultant's operation or activities related thereto, excluding the alleged or actual negligence, gross negligence, and/or willful misconduct of the person or entity seeking to be defended, indemnified or held harmless. Further, the Consultant shall refrain from encumbering LHA with any in kind or financial debts, burdens or any other encumbrances without prior written approval of LHA, and the Consultant will hold harmless and indemnify LHA and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the such unauthorized encumbrances.

9. Independent Contractor

Consultant hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and not as the agent or employee of LHA. The Consultant has and hereby retains the right to exercise full control and

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supervision of the services and work to be provided under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work hereunder. The Consultant agrees to be solely responsible for all matters relating to payment of the Consultant's employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements, workers' compensation requirements and all regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of the Contract.

10. Insurance and Bonding

- A. Insurance Duration: Consultant agrees to procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract by the Consultant, its agents, representatives, employees or Subcontractors.
- B. Insurances and Changes: Any Consultant required insurance (general liability, automobile, bond, builders' risk, etc.) for the project shall list the LHA additional insured.
- C. Minimum Scope of Insurance. Coverage shall be at least as required by the RFQ.

11. Conflicts of Interest

LHA requires the Consultant to inform LHA in writing of any potential, apparent, or actual conflict the Consultant may have or develop during the term of this Contract. At this time, the Consultant is not aware of any relationship with any other party interested in the subject matter of the Consultant's services for LHA under this Contract, as provided in the attached **Conflict of Interest Disclosure "Exhibit D"**. As long as the Consultant's services for LHA continue under this Contract, the Consultant will not agree to provide services for any such conflicted party without LHA's prior written and informed consent.

12. Nondiscrimination

Consultant agrees that there shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Contract. The Consultant will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms

of compensation; including selection for training, apprenticeship; and provision of any services or accommodations to clients or the general public.

13. Termination

Either party may terminate this Contract at any time without cause upon thirty (30) days' written Notice of Termination to the other party; provided, however, that in the event of such termination, LHA shall compensate the Consultant for work completed to the satisfaction of LHA as of the date of such notice or the date of termination specified in and directed by such notice.

14. Non-Appropriations

Consultant understands that LHA is a governmental entity and may not be funded for any period during the term of this Contract for the requested services. LHA agrees to provide the Consultant written notice within thirty (30) days, if at all practicable, after learning that such funding will not become available to LHA. For work authorization approved under this Contract, LHA hereby certifies that adequate funding is available to complete requested services for LHA's current fiscal year.

15. Compliance with Federal Regulations

Consultant agrees to comply with federal laws and regulations, as applicable, including, but not necessarily limited to, the following:

- The requirements of Title VII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964 relating to prohibitions against the discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex, or national origin.
- The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 and prohibited discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.
- The requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs.
- The requirements of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.
- The requirements of Executive Orders 11625, 12432, and 12138 to implement Minority Business Enterprises and Women's Business Enterprise participation goals in programs of federal agencies.
- The applicable provisions of the General Conditions for Non-Construction contained in form HUD-5370-C. To the extent that any provision of this

Contract conflicts with any required provision in HUD-5370-C for this Contract, the conflicting provision in HUD-5370-C shall apply.

16. Proprietary Interests

Consultant understands and agrees that the Consultant's work product (intellectual and material), including creative materials (brands, logos, designs, videos), memoranda, charts, PowerPoints, architectural plans and drawings, studies, financial analyses, feasibility analyses, applications, forms, worksheets, reports and any other documents developed on behalf of LHA remain the sole property of LHA and shall not be reproduced or utilized in any form or manner by the Consultant without LHA's prior written consent.

17. Miscellaneous Provisions

A. Notices. All notices, demands, consents, or approvals required under this Contract shall be in writing and shall be deemed given when delivered personally or by facsimile transmission or three (3) business days after being deposited in the U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

If to LHA: **Maria M. Gaona**
Executive Director
Housing Authority of the City of Laredo
2000 San Francisco Avenue
Laredo, TX 78040
Phone: (956) 722-4521
Fax: (956) 722-6561

If to Consultant: **Telissa Molano**
Architect
Redline Architecture
1119 Flores Ave. Ste. 200
Laredo, TX 78040
Phone: (956) 727-5391

B. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the successors and assigns of LHA and the Consultant. When the term "Consultant" or "LHA" is used in this Contract, it shall mean and include their respective successors and assigns; provided, however, that LHA shall have no obligation under this Contract to, nor shall any benefit of this Contract accrue to, any unapproved successor or assign of the Consultant where LHA approval of a successor assign is required by this Contract.

C. Modification, Waiver and Amendment. Any modification, waiver or amendment of any of the provisions of this Contract shall be in writing and signed by both LHA and the Consultant.

- D. Entire Contract. This Contract represents the complete agreement between the Parties as to the matters described herein, and there are no oral understandings between the Consultant and LHA affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between the Consultant and LHA with respect to the subject matter hereof.
- E. Severability. If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.
- F. Governing Law. This Contract shall be governed by and interpreted and construed in accordance with the laws of the State of Texas, and shall be subject to the exclusive jurisdiction of the state courts therein. Venue for any court action brought by either party under this Contract shall remain exclusively in Webb County, Texas. It is the responsibility of the Consultant to be informed of local, state and federal laws and requirements applicable to this Contract and to perform all work in compliance with those laws and requirements.
- G. Headings. Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.
- H. Consultants' Fees. In any action or proceeding arising out of the interpretation of this Contract, the prevailing party shall be entitled to reasonable Consultants' fees and costs.
- I. Alternative Dispute Resolution. In the event of a dispute between the Parties regarding the interpretation of this Contract, the Parties may agree to mediation or another form of alternative dispute resolution.
- J. Authority. Each of the undersigned represents and warrants that he or she has full power and authority to enter into this Contract on behalf of his or her respective party and to bind the party in accordance with its terms.

*** The remainder of this page is intentionally left blank**

IN WITNESS WHEREOF, LHA and the Consultant have executed this Contract as of the Effective Date first above written.

HOUSING AUTHORITY OF THE CITY OF LAREDO ("LHA")

By: *Maria M. Gaona*

Name: Maria M. Gaona

Title: Executive Director

Date: 05/16/2022

REDLINE ARCHITECTURE ("CONSULTANT")

By: *Telissa Molano*

Name: Telissa Molano

Title: Architect

Date: 05/16/2022

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“EXHIBIT A”

**Request for Qualifications (RFQ) No. LHA 2022-0317-1
for Architectural & Engineering Services**

The LHA procurement documents, including the Scope of Work outlined below, are hereby incorporated and made a part of this Contract.

Scope of Work

The Consultant shall provide general architectural design and engineering services (A/E) for various LHA projects. Services will include, but are not limited to typical architectural and engineering services pertaining to:

- Structural, forensic, civil, geotechnical analysis, mechanical, plumbing and electrical engineering services, and other similar services as needed;
- Landscape architecture, land surveying and site planning;
- Exterior and interior design, curb appeal design, wayfinding design;
- Master planning of office, administrative and maintenance space;
- Green building, integrative design process/approach, LEED certification projects;

Phases of the A/E Services Shall Consist of:

- Schematic design phase requiring full sets of drawings;
- Preliminary study phase;
- Design development phase;
- Schematic design phase
- Design and planning requests for proposal;
- Assisting in preparing requests for proposals;
- Bidding, construction, and contract document phase;
- Bidding and award phase;
- Construction phase;
- Certifications and associated services for financial applications, and construction administration services; and
- Post completion/warranty phase.

The Consultant shall ensure that the design product meet all State and Federal Requirements as well as all City of Laredo Building Code requirements and shall conform with all applicable local codes, ordinances, regulations and standards, including HUD’s Section 504 program; UFAS, ADA and ANSI requirements. The design shall also include coordination for the abatement of asbestos containing building materials as well demolition of existing structures, if required.

REDLINE ARCHITECTURE


SIGNATURE

05/16/2022
DATE

Initials T.M.

“EXHIBIT B”

**Request for Qualifications (RFQ) No. LHA 2022-0317-1
for Architectural & Engineering Services**

Fee Schedule

The Consultant will receive payment for services particularized within the scope of work described in “Exhibit A.”

Payments to the Consultant will be made according to the following schedule:

Project groups and fees will be negotiated on a project basis.

Group 1 – Industrial Projects, Warehouses, and Utilitarian Projects

Group 2 – Cold Storage Facilities, Manufacturing, and Office Buildings with Tenant Improvements

Group 3 – Classrooms, Hospitals, Institutional, Parks and Recreation, Schools, and Site Improvements

Group 4 – Auditoriums, Art Galleries, Special Facilities, and Theaters

Group 5 – Single Family Residential and Custom Furnishings

Cost of Construction	% Basic Fees in Building Complexity Group				
	Group 1	Group 2	Group 3	Group 4	Group 5
Up to \$100k	8.0%	9.0%	10.0%	11.0%	12.0%
\$100k+ to \$200k	7.0%	8.0%	9.0%	10.0%	11.0%
\$200k+ to \$300k	6.0%	7.0%	8.0%	9.0%	10.0%
\$300k+ to \$400k	5.9%	6.9%	7.9%	8.9%	9.9%
\$400k+ to \$500k	5.8%	6.8%	7.8%	8.8%	9.8%
\$500k+ to \$600k	5.7%	6.7%	7.7%	8.7%	9.7%
\$600k+ to \$700k	5.6%	6.6%	7.6%	8.6%	9.6%
\$700k+ to \$800k	5.5%	6.5%	7.5%	8.5%	9.5%
\$800k+ to \$900k	5.4%	6.4%	7.4%	8.4%	9.4%
\$900k+ to \$1M	5.3%	6.3%	7.3%	8.3%	9.3%
\$1M+ to \$1.25M	5.2%	6.2%	7.2%	8.2%	9.2%
\$1.25M+ to \$1.5M	5.1%	6.1%	7.1%	8.1%	9.1%
\$1.5M+ to \$1.75M	5.0%	6.0%	7.0%	8.0%	9.0%
\$1.75M+ to \$2M	4.9%	5.9%	6.9%	7.9%	8.9%
\$2M+ to \$2.5M	4.8%	5.8%	6.8%	7.8%	8.8%
\$2.5M+ to \$3M	4.7%	5.7%	6.7%	7.7%	8.7%
\$3.5M+ to \$4M	4.6%	5.6%	6.6%	7.6%	8.6%
\$4M+ to \$5M	4.5%	5.5%	6.5%	7.5%	8.5%
\$5M+ to \$6M	4.4%	5.4%	6.4%	7.4%	8.4%
\$6M+ to \$8M	4.3%	5.3%	6.3%	7.3%	8.3%
\$8M+ to \$10M	4.2%	5.2%	6.2%	7.2%	8.2%
\$8M+ to \$9M	4.1%	5.1%	6.1%	7.1%	8.1%
\$10M+ to \$12M	4.0%	5.0%	6.0%	7.0%	8.0%

Cost of Construction	% Basic Fees in Building Complexity Group				
	Group 1	Group 2	Group 3	Group 4	Group 5
\$12M+ to \$14M	3.9%	4.9%	5.9%	6.9%	7.9%
\$14M+ to \$16M	3.8%	4.8%	5.8%	6.8%	7.8%
\$16M+ to \$18M	3.7%	4.7%	5.7%	6.7%	7.7%
\$18M+ to \$20M	3.6%	4.6%	5.6%	6.6%	7.6%
\$20M+ to \$22M	3.5%	4.5%	5.5%	6.5%	7.5%
\$22M+ to \$24M	3.4%	4.4%	5.4%	6.4%	7.4%
\$24M+ to \$27M	3.3%	4.3%	5.3%	6.3%	7.3%
\$27M+ to \$30M	3.2%	4.2%	5.2%	6.2%	7.2%
\$30M+ to \$33M	3.1%	4.1%	5.1%	6.1%	7.1%
\$33M+ to \$36M	3.0%	4.0%	5.0%	6.0%	7.0%
\$36M+ to \$39M	2.9%	3.9%	4.9%	5.9%	6.9%
\$39M+ to \$42M	2.8%	3.8%	4.8%	5.8%	6.8%
\$42M+ to \$46M	2.7%	3.7%	4.7%	5.7%	6.7%
\$46M+ to \$50M	2.6%	3.6%	4.6%	5.6%	6.6%
\$50M+ and UP	2.5%	3.5%	4.5%	5.5%	6.5%

Project Fee Breakdown Per Phase

Phase	Percentage
Schematic Design	25%
Design Development	25%
Construction Documents	35%
Bidding	5%
Construction Administration	10%

Projects shall be based on a cost per square foot basis for residential and smaller projects.

REDLINE ARCHITECTURE

Selin Kucuk Altun

SIGNATURE

05/16/2022

DATE

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“EXHIBIT C”

WORK AUTHORIZATION (WA) # 1
Project Description

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions, without any waiver to the Agreement dated _____ (date) made by and between the **Housing Authority of the City of Laredo**, (hereinafter "LHA"), and **Redline Architecture** (hereinafter "Consultant").

- PART 1. Scope of Work.** The purpose of this Work Authorization is defined in the **Scope of Work** provided by the LHA attached hereto as **“WORK AUTHORIZATION ATTACHMENT A”**.
- PART 2. Estimated Cost.** The estimated cost for services under this Work Authorization is _____ (amount). This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **“ATTACHMENT A”**.
- PART 3. Period of Service and Project Timeline.** This Work Authorization shall become effective on the date of final acceptance of the Parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the **Project Timeline** attached hereto within the **“WORK AUTHORIZATION ATTACHMENT A”**.
- PART 4. Responsibilities and Obligations.** This Work Authorization does not waive the Parties’ responsibilities and obligations provided under Contract No. LHA 2022-0516-4.
- PART 5. Proprietary Interests.** The Consultant understands and agrees that the Consultant’s Work product was originated by the LHA and resulting branding concepts, technical program software are the LHA’s exclusive proprietary intellectual property. The Consultant and other sub-consultants may not share proprietary information unless otherwise expressly authorized in writing by the LHA.

Therefore, any original work or design created on behalf of the LHA shall be considered a “work made for hire” under the United States Copyright Act and shall be the sole property of the LHA and all right, title and interest therein, including copyright shall solely vest in the district. Further, the LHA also asserts its exclusive rights to any and all trademarks of the LHA that currently exist on LHA materials or that may come to exist on any materials produced as a result of this Agreement.

Initials TM

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ____
_____(date).

SAMPLE

REDLINE ARCHITECTURE:

LHA:

SIGNATURE

EXECUTIVE DIRECTOR

DATE

DATE

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“ATTACHMENT A”

Work authorization # 1

Scope of Work

Estimated Cost Proposal

Project Timeline

SAMPLE

REDLINE ARCHITECTURE:

LHA:

SIGNATURE

EXECUTIVE DIRECTOR

DATE

DATE

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“EXHIBIT D”

Contractor Conflict of Interest Disclosure Form

The contractor identified below hereby discloses the following real or apparent conflict of interest as required by the Laredo Housing Authority’s Conflict of Interest and Procurement policies, pertinent portions of which are excerpted within this disclosure and acknowledged by the contractor. This disclosure is effective as of the date of filing and does not relieve the contractor of the requirement to make further disclosure of any real or apparent conflict should any conflict arise or appear hereafter.

Landlord/Vendor: Redline Architecture Date: 5/16/2022
(Print Name)

Place your name initials next to the conflicts below that are applicable to this disclosure and describe the conflicts:

Contractor’s business is affiliated with an LHA Commissioner, employee, officer, or agent as disclosed below and will comply with LHA’s Conflict of Interest Policy as excerpted below:

_____The contractor is an employee, and the employee is an officer, director, agent, or member of, or owns a controlling interest in, the contractor’s corporation, firm, partnership, or other business entity which has business dealing with the LHA.

Name(s) of LHA Commissioner, Employee, Officer, or Agent with whom affiliated:

NOT APPLICABLE

LHA Conflict of Interest Policy

The public has a right to expect high standards of integrity and conduct from those in its service. Any conduct or activity which is or gives the appearance of being motivated by a desire for private gain, either for the employee or those with whom the employee has family or business ties, or who engages directly or indirectly in any financial transaction as a result of primarily relying on, or in the relaying of, information not available to the general public, is prohibited. An employee who is an officer, director, agent, or member of or owns a controlling interest in any corporation, firm, partnership, or other business entity which has business dealing with the PHA shall file a sworn statement disclosing such interest and shall

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refrain from participation in selection or supervision of any such business dealings.

Contractor has not engaged, and will not engage, in conduct or an arrangement that may violate LHA's Procurement Policies (as excerpted below):

X The contractor has not and will not engaged in any conduct prohibited by the Procurement Policies below.

LHA Procurement Policies

Principles and Standards of Conduct. Members of the Board, Employees, and any others serving in an official position or acting as an agent of the PHA must discharge their duties impartially to ensure fair competitive access to procurement opportunities by responsible contractors. Moreover, Commissioners, Employees, officers, and agents should conduct themselves in such a manner as to foster the public's confidence in the integrity of the PHA procurement organization and process. Any attempt to realize personal gain through the PHA through actions inconsistent with the proper discharge of duties is a breach of trust. The Board has adopted a **Code of Conduct** and the Procurement Policy to govern the performance of Commissioners, Employees, officers, and agents engage in the award and administration of procurements and contracts, and all individuals who fail to adhere to these rules may be sanctioned appropriately.

Conflicts of Interest. No Commissioner, Employee, officer, or agent of the Agency shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would be when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:

- A Commissioner, Employee, officer, or agent involved in making the award;
- A "Family" member of anyone listed above, i.e., "Family is defined as any person related within the fourth degree by consanguinity (blood) or second degree by affinity (marriage). Please list the types of relationships (i.e., spouse, brother/sister, aunt/uncle, cousin, etc.)
- His/her partner; or
- An organization which employs or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

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Gratuities, Kickbacks, and Use of Confidential Information. No Commissioner, Employee, officer, or agent of the Agency (or any of their Family member of these persons) shall ask for or accept gratuities, favors, or items of more than nominal value (i.e., inexpensive hat with logo) from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

Prohibition against Contingent Fees. Contractors wanting to do business with the Agency must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

Suspension and Debarment. Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (2 CFR §200.317 through §200.326) or by other Federal agencies, e.g., Department of Labor for violation of labor regulations, when necessary to protect housing authorities in their business dealings. Prior to issuance of a contract, Agency staff shall, as detailed within Section 10.2.H.1 and 10.2.H.2 of HUD Procurement Handbook 7460.8 REV 2, conduct the required searches within the HUD Limited Denial of Participation (LDP) system and the U.S. General Services Administration System for Award Management (SAM) and place within the applicable contract file a printed copy of the results of each such search.

I hereby acknowledge the requirements of the LHA Conflict of Interest Policy and the LHA Procurement Policies as excerpted above and certify my compliance with these policies and their disclosure requirements, and with any and all local, state, federal laws or HUD regulations that may be applicable for procurement or conflict of interest requirements. Failure on my part to disclose or comply may result in LHA seeking remedies against me including the immediate disqualification from any current or future solicitation and/or termination of any existing or future contract(s).

Contractor: Redline Architecture, LLC
(Print Name)

Date: 5-16-2022

Telissa Lueckenotte Molano

Signature: 

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LHA COMMISSIONERS' COMMUNICATION

DATE: 04/05/2023	SUBJECT: Discussion and possible action to authorize the Executive Director to extend the contract with Architects Plus, Inc. for an additional year, as allowable by Contract No. 2022-0516-2, effective May 16, 2023 through May 15, 2024. This would represent the second year of the contract maximum of five years.
Item #: 11K	

INITIATED BY: Mary Gaona Executive Director	STAFF SOURCE: Valeria Cabello Procurement Officer
----------------------------------------------------------	----------------------------------------------------------------

PREVIOUS BOARD ACTION:

On April 22, 2022, the Board of Commissioners approved action item 11A to authorize the Executive Director to finalize negotiations and contract with the selected firm(s), designate any specific priority projects to award firm(s), and specify any particular terms.

BACKGROUND:

On March 17, 2022, the Housing Authority of the City of Laredo issued a Request for Qualifications for Architectural & Engineering Services, RFQ No. 2022-0317-1.

Architects Plus, Inc. submitted a proposal in response to the RFQ; and the Housing Authority of the City of Laredo selected Architects Plus, Inc. to serve as a provider of the services in connection with the RFQ.

The terms of the contract began on May 16, 2022 (effective date) for a period of one year, with an option to extend the contract for four additional one-year periods.

Work Authorization #1 - Building B Colonia Guadalupe Community Center was executed on May 16, 2022, in an estimated amount not to exceed \$50,400.00.

FINANCIAL:

Basic Compensation		Additional Services	
Phase	% Of Construction Cost	Personnel/Service	Hourly Rate
Basic Service Fee	6%	Principal	\$150.00
Schematic Design Phase	10%	Planning Consultant	\$110.00
Design Development Phase	15%	Project Architect	\$95.00
Construction Documents Phase	25%	Staff Intern-Architect	\$65.00
Bidding or Negotiation Phase	10%	CADD Production	\$55.00
Construction Phase Administration	40%	Drafting Production	\$45.00
		Clerical Administration	\$40.00
		Clerical Staff	\$35.00

RECOMMENDATION:

To authorize the Executive Director to extend the contract with Architects Plus, Inc. for an additional year, as allowable by Contract No. 2022-0516-2, effective May 16, 2023 through May 15, 2024. This would represent the second year of the contract maximum of five years.



ARCHITECTS PLUS, INC.

29 March 2023

Ms. Mary Gaona
Executive Director
Laredo Housing Authority
2000 San Francisco Ave,
Laredo, Texas 78040
(956) 722-4521 office
(956) 722-6561 fax

Qualifications for: **Request for Extension of Contract: 2022-0516-2
Architectural and Engineering Services**

Dear Ms. Gaona,

At this time, we would like to request an extension of our Contract No. 2022-0516-2 with the Laredo Housing Authority for Architectural Services which is set to expire on May 15, 2023. The contract, as originally executed on May 22, 2022, is for a period of one year with an option to extend by the Parties for a maximum of five years. This would be the first extension of those possible five extensions.

As you know, we are personally familiar and knowledgeable of the special needs and challenges facing the Laredo Housing Authority and after completing the Selective Demolition phase of the Colonia Guadalupe Administrative/Community Center project, together with our selected consultants, we are about to begin the construction phase of this important project.

We would like the additional time to see this project through to completion and to continue to be available for any other work you may be considering at this time.

Please let me know if you need additional information, my telephone number in (956) 645-2222.

Respectfully submitted,

ARCHITECTS PLUS. INC.

Mr. Mario Jasso, AIA
Principal/Architect

**Agreement Between the Housing Authority of the City of Laredo
And
Architects Plus, Inc.**

This Services Agreement ("Contract") is entered into as of **May 16, 2022** ("Effective Date") by and between the **Housing Authority of the City of Laredo**, a public body, corporate and politic (hereinafter "LHA") and **Architects Plus, Inc.**, a qualified architectural firm specialized in the design of affordable housing, ranging from Section 202, Tax Credit, and Rental Assistance Demonstration projects (hereinafter "Consultant")

WITNESSETH:

WHEREAS, LHA is a public body, corporate and politic organized and validly existing and in good standing under the laws of the State of Texas and currently engaged in such business as defined in the Housing Authority Law in the Local Government Code of the State of Texas, including the services of providing decent, safe and sanitary housing to the residents of its facilities, low-income families, the elderly, the handicapped and the disabled; and

WHEREAS, LHA issued a Request for Qualifications for **Architectural & Engineering Services** RFQ No. LHA 2022-0317-1 (hereinafter referred to as the "RFQ") to procure Architectural & Engineering Services for LHA; and

WHEREAS, Architects Plus, Inc. submitted a proposal in response to the RFQ; and

WHEREAS, LHA selected Architects Plus, Inc. to serve as LHA's Architectural & Engineering Services Consultant specifically to provide architectural services in connection with the RFQ No. LHA 2022-0317-1

NOW THEREFORE, LHA and the Consultant, agree as follows:

1. Overall Scope of Work

Consultant shall provide services for the Architectural & Engineering Services specialty as described in the "Scope of Work" of the RFQ as requested by LHA. The RFQ including its **Overall Scope of Work** is attached hereto as "**Exhibit A**" and is incorporated herein in its entirety by reference. A sample **Work Authorization (WA) Form**, attached hereto as "**Exhibit C**" will be utilized to initiate specific projects within this agreement and set-out payment, timeline, and specific project performance terms.

2. Time of Performance

The initial term of this Contract shall begin on the Effective Date for a period of one (1) year with an option to extend by the Parties for a maximum of five (5) years from the Board of Commissioners award date, unless earlier terminated as provided herein.

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3. **Compensation, Billing Rates, and Method of Payment**

A. **Compensation.** LHA shall compensate the Consultant according to the **Fee Schedule** attached as "**Exhibit B**". LHA and the Consultant shall execute any amendment, as may become necessary, to this Contract by letter agreement as prepared by LHA.

1) Billings by the Consultant are to be directed to Accounts Payable, Finance Department, Housing Authority of the City of Laredo, 2000 San Francisco Avenue, Laredo, Texas 78040, via email to accountspayable@larha.org with a copy to Mary Gaona, Executive Director at mary@larha.org **and are due monthly by 1st Wednesday of the month by 3:00 p.m. or with every monthly pay application, as may be agreed upon with the LHA, for prior periods work.**

2) Invoices shall be accompanied with the following documents which may be supplied by computer printout:

i. By payment schedule or documentation of quantity of work fully completed per relevant scope of work and approved by LHA.

3) Payments made by the Consultant to others for services in connection with a matter shall be included in the statement and supporting invoices shall be attached to the billing. LHA may reimburse or make such payments to third Parties secured by the Consultant only if such third Parties were retained by the Consultant with prior approval of LHA.

B. **Method of Payment.** Consultant will submit a completed IRS W-9 form and requests for payment by invoices to LHA or one payment request in the event of a single lump sum invoice. The invoices shall include the billing amount, description of services rendered and supporting documentation indicating progress of project. LHA staff will review these invoices for payment. Payments will be made within 15 days of invoice being approved by the LHA.

C. **Taxes.** No payroll or employment taxes of any kind will be withheld or paid by LHA on behalf of the Consultant. LHA will not treat the Consultant as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. The Consultant understands and agrees that it is the Consultant's responsibility to pay all taxes required by law, including self-employment social security tax. LHA will issue an IRS 1099 Form, or other appropriate tax reporting document, to the Consultant for the Contract services.

D. **Benefits.** Consultant will not be eligible for, and will not participate in, any health, pension, or other benefit of LHA that exists solely for the benefit of LHA employees during the Contract term.

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4. Records for Audit Purposes.

Consultant shall maintain all records concerning Services performed and for which the Consultant requires compensation under this Contract for three (3) years from the expiration date of the Contract unless a longer period is required under Title 24, Code of Federal Regulations, and Section 85.42. The Consultant shall provide LHA and, subject to LHA approval, HUD, the Comptroller General of the United States, the General Accounting Office, or any of their authorized representatives, all records pertaining to the services provided hereunder. This right shall continue as long as the records are required to be maintained.

5. No Personal Liability

No member, official or employee of LHA shall be liable personally to the Consultant or any successor in interest in the event of any default or breach by LHA or for any amount which may become due to the Consultant or any successor or on any obligation under the terms of this Contract.

6. Assignment of Contract

Consultant shall not assign this Contract, or any part thereof.

7. HUD Requirements

Consultant agrees to comply with all relevant HUD requirements, including Section II of the General Contract Conditions Non-Construction, form HUD-5370-C.

8. Indemnification

Consultant shall defend, hold harmless and indemnify LHA and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the professionally negligent performance of this Contract and any of the Consultant's operation or activities related thereto, excluding the alleged or actual negligence, gross negligence, and/or willful misconduct of the person or entity seeking to be defended, indemnified or held harmless. Further, the Consultant shall refrain from encumbering LHA with any in kind or financial debts, burdens or any other encumbrances without prior written approval of LHA, and the Consultant will hold harmless and indemnify LHA and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the such unauthorized encumbrances.

9. Independent Contractor

Consultant hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and not as the agent or employee of LHA. The Consultant has and hereby retains the right to exercise full control and

Initials dy

supervision of the services and work to be provided under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work hereunder. The Consultant agrees to be solely responsible for all matters relating to payment of the Consultant's employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements, workers' compensation requirements and all regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of the Contract.

10. Insurance and Bonding

- A. Insurance Duration: Consultant agrees to procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract by the Consultant, its agents, representatives, employees or Subcontractors.
- B. Insurances and Changes: Any Consultant required insurance (general liability, automobile, bond, builders' risk, etc.) for the project shall list the LHA additional insured.
- C. Minimum Scope of Insurance. Coverage shall be at least as required by the RFQ.

11. Conflicts of Interest

LHA requires the Consultant to inform LHA in writing of any potential, apparent, or actual conflict the Consultant may have or develop during the term of this Contract. At this time, the Consultant is not aware of any relationship with any other party interested in the subject matter of the Consultant's services for LHA under this Contract, as provided in the attached **Conflict of Interest Disclosure "Exhibit D"**. As long as the Consultant's services for LHA continue under this Contract, the Consultant will not agree to provide services for any such conflicted party without LHA's prior written and informed consent.

12. Nondiscrimination

Consultant agrees that there shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Contract. The Consultant will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms

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of compensation; including selection for training, apprenticeship; and provision of any services or accommodations to clients or the general public.

13. Termination

Either party may terminate this Contract at any time without cause upon thirty (30) days' written Notice of Termination to the other party; provided, however, that in the event of such termination, LHA shall compensate the Consultant for work completed to the satisfaction of LHA as of the date of such notice or the date of termination specified in and directed by such notice.

14. Non-Appropriations

Consultant understands that LHA is a governmental entity and may not be funded for any period during the term of this Contract for the requested services. LHA agrees to provide the Consultant written notice within thirty (30) days, if at all practicable, after learning that such funding will not become available to LHA. For work authorizations approved under this Contract, LHA hereby certifies that adequate funding is available to complete requested services for LHA's current fiscal year.

15. Compliance with Federal Regulations

Consultant agrees to comply with federal laws and regulations, as applicable, including, but not necessarily limited to, the following:

- The requirements of Title VII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964 relating to prohibitions against the discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex, or national origin.
- The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 and prohibited discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.
- The requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs.
- The requirements of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.
- The requirements of Executive Orders 11625, 12432, and 12138 to implement Minority Business Enterprises and Women's Business Enterprise participation goals in programs of federal agencies.
- The applicable provisions of the General Conditions for Non-Construction contained in form HUD-5370-C. To the extent that any provision of this

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Contract conflicts with any required provision in HUD-5370-C for this Contract, the conflicting provision in HUD-5370-C shall apply.

16. Proprietary Interests

Consultant understands and agrees that the Consultant's work product (intellectual and material), including creative materials (brands, logos, designs, videos), memoranda, charts, PowerPoints, architectural plans and drawings, studies, financial analyses, feasibility analyses, applications, forms, worksheets, reports and any other documents developed on behalf of LHA remain the sole property of LHA and shall not be reproduced or utilized in any form or manner by the Consultant without LHA's prior written consent.

17. Miscellaneous Provisions

A. Notices. All notices, demands, consents, or approvals required under this Contract shall be in writing and shall be deemed given when delivered personally or by facsimile transmission or three (3) business days after being deposited in the U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

If to LHA: **Maria M. Gaona**
Executive Director
Housing Authority of the City of Laredo
2000 San Francisco Avenue
Laredo, TX 78040
Phone: (956) 722-4521
Fax: (956) 722-6561

If to Consultant: **Mario Jasso**
Principal / Architect
Architects Plus, Inc.
101 Merlin Rd.
Laredo, TX 78041
Phone: (956) 645-2222

B. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the successors and assigns of LHA and the Consultant. When the term "Consultant" or "LHA" is used in this Contract, it shall mean and include their respective successors and assigns; provided, however, that LHA shall have no obligation under this Contract to, nor shall any benefit of this Contract accrue to, any unapproved successor or assign of the Consultant where LHA approval of a successor assign is required by this Contract.

C. Modification, Waiver and Amendment. Any modification, waiver or amendment of any of the provisions of this Contract shall be in writing and signed by both LHA and the Consultant.

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- D. Entire Contract. This Contract represents the complete agreement between the Parties as to the matters described herein, and there are no oral understandings between the Consultant and LHA affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between the Consultant and LHA with respect to the subject matter hereof.
- E. Severability. If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.
- F. Governing Law. This Contract shall be governed by and interpreted and construed in accordance with the laws of the State of Texas, and shall be subject to the exclusive jurisdiction of the state courts therein. Venue for any court action brought by either party under this Contract shall remain exclusively in Webb County, Texas. It is the responsibility of the Consultant to be informed of local, state and federal laws and requirements applicable to this Contract and to perform all work in compliance with those laws and requirements.
- G. Headings. Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.
- H. Consultants' Fees. In any action or proceeding arising out of the interpretation of this Contract, the prevailing party shall be entitled to reasonable Consultants' fees and costs.
- I. Alternative Dispute Resolution. In the event of a dispute between the Parties regarding the interpretation of this Contract, the Parties may agree to mediation or another form of alternative dispute resolution.
- J. Authority. Each of the undersigned represents and warrants that he or she has full power and authority to enter into this Contract on behalf of his or her respective party and to bind the party in accordance with its terms.

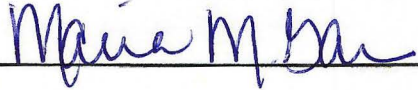
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IN WITNESS WHEREOF, LHA and the Consultant have executed this Contract as of the Effective Date first above written.

HOUSING AUTHORITY OF THE CITY OF LAREDO ("LHA")

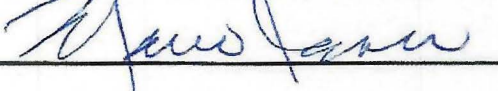
By: 

Name: Maria M. Gaona

Title: Executive Director

Date: 05/16/2022

ARCHITECTS PLUS, INC. ("CONSULTANT")

By: 

Name: Mario Jasso

Title: Principal / Architect

Date: 05/16/2022

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“EXHIBIT A”

**Request for Qualifications (RFQ) No. LHA 2022-0317-1
for Architectural & Engineering Services**

The LHA procurement documents, including the Scope of Work outlined below, are hereby incorporated and made a part of this Contract.

Scope of Work

The Consultant shall provide general architectural design and engineering services (A/E) for various LHA projects. Services will include, but are not limited to typical architectural and engineering services pertaining to:

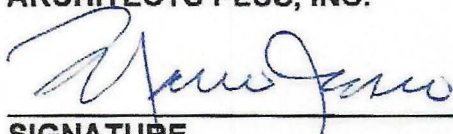
- Structural, forensic, civil, geotechnical analysis, mechanical, plumbing and electrical engineering services, and other similar services as needed;
- Landscape architecture, land surveying and site planning;
- Exterior and interior design, curb appeal design, wayfinding design;
- Master planning of office, administrative and maintenance space;
- Green building, integrative design process/approach, LEED certification projects;

Phases of the A/E Services Shall Consist of:

- Schematic design phase requiring full sets of drawings;
- Preliminary study phase;
- Design development phase;
- Schematic design phase
- Design and planning requests for proposal;
- Assisting in preparing requests for proposals;
- Bidding, construction, and contract document phase;
- Bidding and award phase;
- Construction phase;
- Certifications and associated services for financial applications, and construction administration services; and
- Post completion/warranty phase.

The Consultant shall ensure that the design product meet all State and Federal Requirements as well as all City of Laredo Building Code requirements and shall conform with all applicable local codes, ordinances, regulations and standards, including HUD's Section 504 program; UFAS, ADA and ANSI requirements. The design shall also include coordination for the abatement of asbestos containing building materials as well demolition of existing structures, if required.

ARCHITECTS PLUS, INC.



SIGNATURE

05/16/2022

DATE

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“EXHIBIT B”

**Request for Qualifications (RFQ) No. LHA 2022-0317-1
for Architectural & Engineering Services**

Fee Schedule

The Consultant will receive payment for services particularized within the scope of work described in “Exhibit A.”

Payments to the Consultant will be made according to the following schedule:

I. Basic Compensation

For basic services compensation shall be computed as follows:

Basic services fee shall be six percent (6%) of construction cost

Any additional work resulting in additional cost must be authorized by the LHA.


Where compensation is based on a stipulated sum or percentage of construction cost, progress payments for basic services in each phase shall total the following percentages of the total basic compensation payable:

Phase	Percentage
Schematic Design Phase	10%
Design Development Phase	15%
Construction Documents Phase	25%
Bidding or Negotiation Phase	10%
Construction Phase Administration	40%
Total Basic Compensation	100 %

II. Compensation for Additional Services

For project representation beyond basic services, compensation shall be computed on an hourly basis as follows:

Personnel / Service	Hourly Rate
Principal	\$150.00
Planning Consultant	\$110.00
Project Architect	\$95.00
Staff Intern-Architect	\$65.00
CADD Production	\$55.00
Drafting Production	\$45.00
Clerical Administration	\$40.00
Clerical Staff	\$35.00

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For additional services of the Consultant, other than additional project representation, as described in section II, and services included in section I as part of basic services, but excluding services of sub-consultants, compensation shall be computed as follows:

Hourly as per above schedule

For additional services of the Consultant, including additional structural, mechanical and electrical engineering services and those provided under section I or identified as part of additional services, a multiple of one and one-tenth (1.10) times the amounts billed to the architect for such services

III. Reimbursable Expenses

For reimbursable expenses, a multiple of one and one-tenth (1.10) times the expenses incurred by the Consultant, the Consultant's employees and Sub-consultants directly related to the project.

IV. Additional Provisions

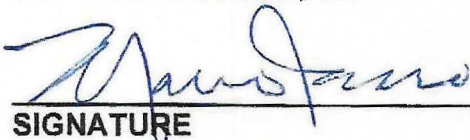
If the basic services covered by this Agreement have not been completed within thirty (30) months of the date hereof, through no fault of the Consultant, extension of the Consultant's services beyond that time shall be compensated as per the hourly schedule provided in Section II.

Payments are due and payable ten (10) days from the date of the Consultant's invoice. amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant.


10.00% per annum

The rates and multiples set forth for additional services shall be adjusted in accordance with the normal salary review practices of the Consultant.

ARCHITECTS PLUS, INC.


SIGNATURE

05/16/2022
DATE

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“EXHIBIT C”

WORK AUTHORIZATION (WA) # 1
Project Description

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions, without any waiver to the Agreement dated _____ (date) made by and between the **Housing Authority of the City of Laredo**, (hereinafter "LHA"), and **Architects Plus, Inc.** (hereinafter "Consultant").

PART 1. Scope of Work. The purpose of this Work Authorization is defined in the **Scope of Work** provided by the LHA attached hereto as **“WORK AUTHORIZATION - ATTACHMENT A”**.

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is _____ (amount). This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **“ATTACHMENT A”**.

PART 3. Period of Service and Project Timeline. This Work Authorization shall become effective on the date of final acceptance of the Parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the **Project Timeline** attached hereto within the **“WORK AUTHORIZATION - ATTACHMENT A”**.

PART 4. Responsibilities and Obligations. This Work Authorization does not waive the Parties' responsibilities and obligations provided under Contract No. LHA 2022-0509-1.

PART 5. Proprietary Interests. ~~The Consultant understands and agrees that the Consultant's Work product was originated by the LHA and resulting branding concepts, technical program software are the LHA's exclusive proprietary intellectual property. The Consultant and other sub-consultants may not share proprietary information unless otherwise expressly authorized in writing by the LHA.~~

N/A

~~Therefore, any original work or design created on behalf of the LHA shall be considered a “work made for hire” under the United States Copyright Act and shall be the sole property of the LHA and all right, title and interest therein, including copyright shall solely vest in the district. Further, the LHA also asserts its exclusive rights to any and all trademarks of the LHA that currently exist on LHA materials or that may come to exist on any materials produced as a result of this Agreement.~~

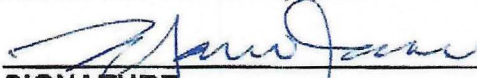
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PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ (date).

SAMPLE

ARCHITECTS PLUS, INC.:

LHA:



SIGNATURE

EXECUTIVE DIRECTOR

DATE

DATE

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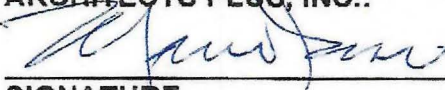
**"ATTACHMENT A"
WORK AUTHORIZATION # 1**

Scope of Work

Estimated Cost Proposal


Project Timeline

ARCHITECTS PLUS, INC.:



SIGNATURE

DATE

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LHA:

EXECUTIVE DIRECTOR

DATE

“EXHIBIT D”

Contractor Conflict of Interest Disclosure Form

The contractor identified below hereby discloses the following real or apparent conflict of interest as required by the Laredo Housing Authority's Conflict of Interest and Procurement policies, pertinent portions of which are excerpted within this disclosure and acknowledged by the contractor. This disclosure is effective as of the date of filing and does not relieve the contractor of the requirement to make further disclosure of any real or apparent conflict should any conflict arise or appear hereafter.

Landlord/Vendor: Architects Plus, PC Date: 5/16/22
(Print Name)

Place your name initials next to the conflicts below that are applicable to this disclosure and describe the conflicts:

Contractor's business is affiliated with an LHA Commissioner, employee, officer, or agent as disclosed below and will comply with LHA's Conflict of Interest Policy as excerpted below: NO AFFILIATION

_____The contractor is an employee, and the employee is an officer, director, agent, or member of, or owns a controlling interest in, the contractor's corporation, firm, partnership, or other business entity which has business dealing with the LHA.

Name(s) of LHA Commissioner, Employee, Officer, or Agent with whom affiliated:

_____ NO / X

LHA Conflict of Interest Policy

The public has a right to expect high standards of integrity and conduct from those in its service. Any conduct or activity which is or gives the appearance of being motivated by a desire for private gain, either for the employee or those with whom the employee has family or business ties, or who engages directly or indirectly in any financial transaction as a result of primarily relying on, or in the relaying of, information not available to the general public, is prohibited. An employee who is an officer, director, agent, or member of or owns a controlling interest in any corporation, firm, partnership, or other business entity which has business dealing with

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the PHA shall file a sworn statement disclosing such interest and shall refrain from participation in selection or supervision of any such business dealings.

Contractor has not engaged, and will not engage, in conduct or an arrangement that may violate LHA's Procurement Policies (as excerpted below):

The contractor has not and will not engaged in any conduct prohibited by the Procurement Policies below.

LHA Procurement Policies

Principles and Standards of Conduct. Members of the Board, Employees, and any others serving in an official position or acting as an agent of the PHA must discharge their duties impartially to ensure fair competitive access to procurement opportunities by responsible contractors. Moreover, Commissioners, Employees, officers, and agents should conduct themselves in such a manner as to foster the public's confidence in the integrity of the PHA procurement organization and process. Any attempt to realize personal gain through the PHA through actions inconsistent with the proper discharge of duties is a breach of trust. The Board has adopted a **Code of Conduct** and the Procurement Policy to govern the performance of Commissioners, Employees, officers, and agents engage in the award and administration of procurements and contracts, and all individuals who fail to adhere to these rules may be sanctioned appropriately.

Conflicts of Interest. No Commissioner, Employee, officer, or agent of the Agency shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would be when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:

- A Commissioner, Employee, officer, or agent involved in making the award;
- A "Family" member of anyone listed above, i.e., "Family is defined as any person related within the fourth degree by consanguinity (blood) or second degree by affinity (marriage). Please list the types of relationships (i.e., spouse, brother/sister, aunt/uncle, cousin, etc.)
- His/her partner; or
- An organization which employs or is negotiating to employ, or has an arrangement concerning prospective

Initials

employment of any of the above.

Gratuities, Kickbacks, and Use of Confidential Information. No Commissioner, Employee, officer, or agent of the Agency (or any of their Family member of these persons) shall ask for or accept gratuities, favors, or items of more than nominal value (i.e., inexpensive hat with logo) from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

Prohibition against Contingent Fees. Contractors wanting to do business with the Agency must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

Suspension and Debarment. Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (2 CFR §200.317 through §200.326) or by other Federal agencies, e.g., Department of Labor for violation of labor regulations, when necessary to protect housing authorities in their business dealings. Prior to issuance of a contract, Agency staff shall, as detailed within Section 10.2.H.1 and 10.2.H.2 of HUD Procurement Handbook 7460.8 REV 2, conduct the required searches within the HUD Limited Denial of Participation (LDP) system and the U.S. General Services Administration System for Award Management (SAM) and place within the applicable contract file a printed copy of the results of each such search.

I hereby acknowledge the requirements of the LHA Conflict of Interest Policy and the LHA Procurement Policies as excerpted above and certify my compliance with these policies and their disclosure requirements, and with any and all local, state, federal laws or HUD regulations that may be applicable for procurement or conflict of interest requirements. Failure on my part to disclose or comply may result in LHA seeking remedies against me including the immediate disqualification from any current or future solicitation and/or termination of any existing or future contract(s).

Contractor: Architects Plus, Inc
(Print Name)

Date: 5/16/22

Signature: [Handwritten Signature]

Initials af

LHA COMMISSIONERS' COMMUNICATION

DATE: 04/05/2023	SUBJECT: Discussion and possible action to authorize the Executive Director to extend the contract with Able City for an additional year, as allowable by Contract No. 2022-0516-3, effective May 16, 2023 through May 15, 2024. This would represent the second year of the contract maximum of five years.														
Item #: 11L															
INITIATED BY: Mary Gaona Executive Director	STAFF SOURCE: Valeria Cabello Procurement Officer														
PREVIOUS BOARD ACTION: On April 22, 2022, the Board of Commissioners approved action item 11A to authorize the Executive Director to finalize negotiations and contract with the selected firm(s), designate any specific priority projects to awarded firm(s), and specify any particular terms.															
BACKGROUND: <p>On March 17, 2022, the Housing Authority of the City of Laredo issued a Request for Qualifications for Architectural & Engineering Services, RFQ No. 2022-0317-1.</p> <p>Able City submitted a proposal in response to the RFQ; and the Housing Authority of the City of Laredo selected Able City to serve as a provider of the services in connection with the RFQ.</p> <p>The terms of the contract began on May 16, 2022 (effective date) for a period of one year, with an option to extend the contract for four additional one-year periods.</p> <p>There are no assigned work authorizations under this contract.</p>															
FINANCIAL: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"><thead><tr><th colspan="2" style="text-align: center;">Fee Schedule</th></tr><tr><th style="text-align: left;">Personnel</th><th style="text-align: left;">Hourly Rate</th></tr></thead><tbody><tr><td>Partners</td><td>\$175.00</td></tr><tr><td>Principals</td><td>\$125.00</td></tr><tr><td>Project Managers</td><td>\$110.00</td></tr><tr><td>Technical Staff</td><td>\$85.00</td></tr><tr><td>Admin</td><td>\$50.00</td></tr></tbody></table>		Fee Schedule		Personnel	Hourly Rate	Partners	\$175.00	Principals	\$125.00	Project Managers	\$110.00	Technical Staff	\$85.00	Admin	\$50.00
Fee Schedule															
Personnel	Hourly Rate														
Partners	\$175.00														
Principals	\$125.00														
Project Managers	\$110.00														
Technical Staff	\$85.00														
Admin	\$50.00														
RECOMMENDATION: To authorize the Executive Director to extend the contract with Able City for an additional year, as allowable by Contract No. 2022-0516-3, effective May 16, 2023 through May 15, 2024. This would represent the second year of the contract maximum of five years.															



40 years
BUILDING COMMUNITIES

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ARCHITECTURE. URBANISM. CITY MAKING

Ricardo Solis AIA, LEED AP | ricardo@able.city

901 Victoria St, Ste A, Laredo, TX 78040 | 956-725-7418

March 29, 2023

Valeria Cabello
Procurement Officer
Housing Authority of the City of Laredo
2000 San Francisco
Laredo, TX 78040

LHA Existing Contract no. 2022-0516-3 - Renewal Letter

Dear Ms. Cabello,

On behalf of Able City and its project contributors, we want to thank you for the opportunity to renew our contract from May 16, 2023 through May 15, 2024. We hope that through this document, our team's expertise gained in the past 40 years and our passion for design, function, practicality, and building green by design, will become evident to you.

Apart from our professional interest in wanting to be part of this project, we believe as Laredoans that the success in affordable housing in our region is key in the forward development of our city, impacting all aspects of our lives. We fully understand the benefits and positive impacts this project will have for the community of Laredo. We are determined to offer the best service so that it will in turn have a greater impact on the success of this project and our community. Able City specializes in the development and design of many types of publicly funded and commercial building projects, master plans, and facilities assessments.

Our project portfolio is truly versatile, but housing projects represent the most common building type within it. We have been working with the Laredo Housing Authority for many years. We have included the qualifications of those people who have worked directly with the Housing Authority to ensure that you will continue to receive the highest quality design services our local firm has to offer. For the Laredo Housing Authority, we have completed the Bernal Sunrise Courts, Balcones Apartments, Colonia Guadalupe Masterplan, Administrative Programming and Offices, Urban Renewal Initiative, as well as the Bibliotechs for Casa Verde, Russell Terrace, and Ana Maria Lozano.

With the efforts of all its contributors and consultants, Able City is dedicated to making our projects a great success for the city as a whole. Our team will bring a breadth and depth of experience, combining strengths as leaders in each discipline area. Our qualification and past experiences demonstrate the way we tailor our approach for each specific project. We look forward to working with you to learn more about the goals for this important planning effort and to customize our approach to best suit your needs.

We hope to have the opportunity to show you how our focus and attention to customer service can have a tremendous positive impact on your projects.

Sincerely,



Ricardo Solis, AIA, LEED AP
Associate Partner - Able City

about us

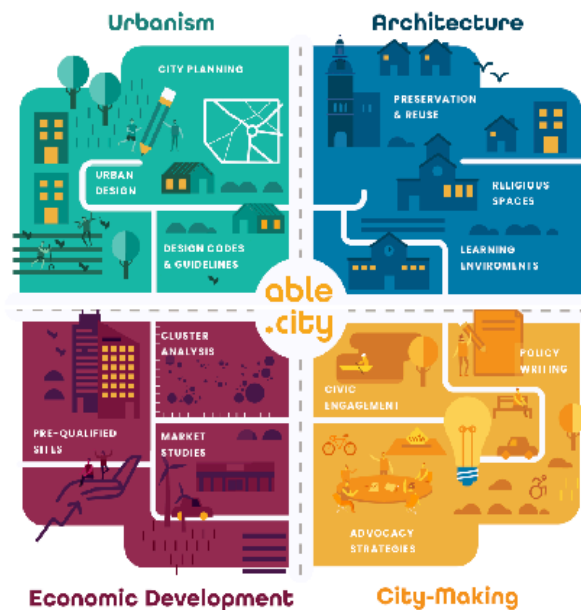
Able City, LLC is an architecture and urban design firm with 40 years of combined experience in improving the wellbeing of our communities. The firm designs in order to set virtuous cycles in motion; we lead by enabling and inspiring people to become builders of the communities they want to live in. We do this by being excellent listeners and knowing that small, well-placed, and cost-effective adjustments can be the key to catalyzing productive feedback loops.

Able City was founded on a principle of shared value — an understanding that to respond to the needs of the community, our team’s skills and interests must evolve alongside them. Our services specialize in connection — connection through the built environment, and the people who bring our buildings and cities to life. Through community engagement, we’ve supported projects from adopting city-wide comprehensive plans to tactical urbanism workshops with kids. We think good design is for everyone — and we see it as our job to share it.

Able City carries DBE (Disadvantaged Business Enterprise, HABA (Hispanic American Business Enterprise), MBE (Minority Business Enterprise), SBE (Small Business Enterprise), and WBE (Women Owned Business Enterprise) status, and diversity is important to how Able City conceives of its shared value initiative within the community.

Our team of design professionals includes 6 licensed architects, 3 certified planners, 1 economic developer, 2 Certified National Charrette Institute, 4 LEED Accredited Professionals, 1 Fitwel Ambassador, 4 Congress of New Urbanism accredited professionals.

Able City believes architecture directly affects the environment – the citizens, the city, the culture, the history, and the economy. That’s why Able City designs sustainable buildings that enrich the urban fabric, are sensitive to the human scale, and create a sense of place, pride, and safety in our communities. Able City addresses master plans by making the connection between buildings, surrounding environments, and designing in public. We work to connect people and resources to tackle the most pressing challenges. We do this by creating connected spaces, connected communities, and advocating for better quality of life.



contact information

Ricardo Solis, AIA, LEED-AP
956-725-8418
ricardo@able.city

PUBLIC & AFFORDABLE HOUSING WORK

- Laredo Housing Authority “Bernal Sunrise Court - Tiny Homes Project”, Laredo, Tx
- Laredo Housing Authority “Balcones Apartments”, Laredo, Tx
- Laredo Housing Authority “Homeless Shelter & Permanent Supportive Services Masterplan”, Laredo, Tx
- City of Laredo “Housing Rehabilitation Projects”, Laredo, Tx.
- Bethany House of Laredo “Barbara A. Kazen Center for Hope” Laredo, Tx
- Bethany House of Laredo “Homeless Shelter & Transitional Housing” Laredo, Tx
- Bethany House of Laredo “Dining Hall & Kitchen Improvements” Laredo, Tx

ADAPTIVE RE-USE/ RESTORATION/REHABILITATION PROJECTS

- City of Laredo “Canseco Del Valle House Restoration Project”, Laredo, Tx.
- City of Laredo “Herrera Benavides Stabilization Project” (Texas Department of Transportation Grant)
- City of Laredo “Bruni Plaza Improvements and Restoration Project”, Laredo, Tx.
- City of Laredo “The Historic Hamilton Hotel” Laredo, Tx. (THC Historic Tax Credit Program)
- City of Cotulla “City Hall Preservation Project”, Cotulla, Tx.
- City of San Antonio “Veterans Outreach and Transition Center at St. Phillips (Formerly Good Samaritan Hospital, San Antonio, Texas)
- WCHF “Lockwood Restoration Project”, Laredo, Tx. (Texas Preservation Trust Development Grant)
- WCHF “Capital of the Republic of the Rio Grande Museum” Laredo, Tx.
- Webb County “Villa Antigua Border Heritage

- Museum”, Laredo, Tx. (Texas Preservation Trust Planning Grant)
- Diocese of Laredo “Cathedral Rehabilitation Project”, Laredo, Tx. (THC Historic Tax Credit Program)
- Diocese of Laredo “Parish Hall Rehabilitation Project”, Laredo, Tx. (THC Historic Tax Credit Program)
- Diocese of Laredo “Rectory Restoration Project”, Laredo, Tx. (Lamar Bruni Vergara Trust Grant)
- Diocese of Laredo “Calvary Cemetery Bishops Chapel Restoration Project”, Laredo, Tx.
- Diocese of Laredo “San Agustin Blessed Sacrament Chapel”, Laredo, Tx
- Dimmit County “Courthouse Restoration Project”, Carrizo Springs, Tx. (THC Courthouse Preservation Grant) LISD “Memorial Middle School, Salvaged Historic Facade”, Laredo, Tx
- LISD “Height Elementary School, Salvaged Historic Facade”, Laredo, Tx
- LISD “Board Room Restoration”, Laredo Tx
- LISD “St. Peters Historic District Offices Accessibility Retrofit Projects”, Laredo, TX
- General Services Administration “U.S. Federal Probation Offices Restoration Project, Laredo, Tx.
- Bethany House of Laredo “Transition Housing Preservation Project”, Laredo, Tx.
- 1205 Iturbide Street Restoration Project, Laredo, Tx.
- LEDC “Mile One Economic Incubator Restoration Project” Laredo, Tx.
- “Cultura Beer Garden and Food Truck Park Restoration Project, Laredo, Tx. River Pierce Foundation “Trevino – Uribe Ranch Restoration Project (National Trust Grant and THC Historic Tax Credit Program), San Ygnacio, Tx.
- River Pierce Foundation “Casa Chica Restoration Project” San Ygnacio, Tx.

ADAPTIVE RE-USE/ STUDIES, MASTER PLANS, HISTORIC BUILDING ASSESSMENTS

- City of Laredo “Plaza Theater Assessment Study”, Laredo, Tx.
- City of Laredo “Viva Laredo Comprehensive Plan”, Laredo, Tx.
- City of Laredo “ Urban Design Guidelines” (THC Certified Local Government Grant)
- City of Laredo “Downtown Historic Building Assessment” (THC Certified Local Government Grant)
- City of Laredo “ Bruni Plaza Restoration Master Plan” Laredo, Tx.
- City of Laredo “The Historic Hamilton Hotel” Assessment, Laredo, Tx.
- City of Laredo “Laredo Center for the Arts” Master Plan, Laredo, Tx.
- City of Laredo “El Portal Heritage Riverfront Park” Master Plan, Laredo, Tx.
- AEDPC “ El Azteca Neighborhood National Historic District Nomination” Laredo, Tx.
- Webb County “ Villa Antigua Master Plan” Project (THC Preservation Trust Planning Grant)
- Webb County “Courthouse Annex Feasibility Study”, Laredo Tx
- Diocese of Laredo “ Cathedral Master Plan Project, Laredo. Tx.
- Diocese of Laredo “ St. Augustine High School Master Plan Project, Laredo. Tx.
- River Pierce Foundation “Trevino – Uribe Ranchero Historic Structure Report
- Dimmit County “Courthouse Master Plan” (THC Courthouse Preservation Grant)
- City of Cotulla “Downtown Master Plan”
- City of Cotulla Downtown National Historic District Nomination
- City of Cotulla “Plaza Florita National Historic District Nomination”



Bibliotech Casa Verde, Laredo, TX



Bernal Sunrise Court, Laredo, TX



Housing Rehabilitation program ribbon-cutting, Laredo, TX

AWARDS

Trevino – Uribe Rancho, San Ygnacio, Texas
Preservation Honor Award - Preservation Texas

The Hamilton Hotel - National Trust for
Historic Preservation Award Excellence in
Historical Preservation, U.S. Housing and Urban
Development Secretary's Award.

US Federal Probation Offices, Laredo, TX - Webb
County Heritage Foundation Award, Historical
Preservation Award

Viva Laredo Comprehensive Plan - The Congress
for New Urbanism (CNU) Merit Award - Excellence
in urban design, placemaking, and community
building

Dimmit County Courthouse, Carrizo Springs, TX -
Texas Historical Commission - THC Annual Award
of Excellence in Historic Architecture

Washington Birthday's Celebration Association
Museum, Laredo, TX - Webb County Heritage
Foundation Award WBCA - Design Excellence in
Contemporary Architecture

LISD Vidal M. Treviño School of Communications
and Fine Arts - Lower Rio Grande Valley American
Institute of Architects - Outstanding Architecture
Design and Achievement

Community Service Viviana Frank, FAIA -
Lower Rio Grande Valley American Institute of
Architects -AIA Zebby Citation of Honor Award

Children's Advocacy Center, Laredo, TX- American
Institute of Architects - Outstanding Architecture
Design and Achievement

James & Maria Haynes Health & Wellness Center,
Laredo, TX - Green Dot International Design
Competition - Excellence in Green Building

Grove Place Apartment Complex, Austin, TX -
Austin Business Journal - Community Impact
Award

City of Laredo Sames Auto Arena, Laredo, Texas
Texas Construction Magazine Entertainment
Center, Laredo, TX Best of 2003 Award (FAI was
the associate/ design architect to LAN, Inc.)

Boston National Artists Housing Competition -
Boston, Massachusetts - National Finalist

Azteca Affordable Housing Project
Design Excellence in Contemporary Architecture
Webb County Heritage Foundation

1205 Iturbide Street Restoration, Laredo,
Texas - Webb County Heritage Foundation -
Preservation/ Restoration Award

UISD Borchers Elementary School, Laredo, Texas
Texas Association of School Boards (TASB) -
Excellence in Design Award



BERNAL SUNRISE COURT

Location: Laredo, Texas

Owner: Laredo Housing Authority, Alma Mata, Former Executive Director, 956-722-4521; amata@larha.org

Completion Date/duration: 2019; two years

Description: develop the first Tiny Home master planned community in Laredo, Texas. The project consists of three tiny homes of varying sizes (from 280 SF to 600 SF). Each house is unique to provide a variety of housing options for future tenants. The project is aimed at providing rental housing, to be managed by the Laredo Housing Authority, to different clients such as homeless veterans, small families, and the elderly. The concept was to create a court surrounded by these tiny homes to establish a community of support among the various tenants. The development also adheres to the planning guidelines set forth by Plan Viva Laredo, which is the City of Laredo's Comprehensive Plan also developed by Able City. Each house was designed to have a street presence, as well as, dedicated driveways for parking for each unit. Able City assisted the Laredo Housing Authority with obtaining approvals through the Land Development Board for this pilot project. We also provided project drawings, specifications, and construction observation services.



BALCONES APARTMENTS

Location: Laredo, Texas

Client: Laredo Housing Authority

Project representative: Mary Gaona / Bulmaro Cruz

Dates of design and construction start/finish: 2020 - 2022

Description: Able City worked with the Laredo Housing Authority to re-construct 10 existing apartments located at 1505 O'Kane Street. The project is to provide housing access to low income and homeless students for both Laredo College and TAMU. The two buildings on the site were to be completed re-built to adhere to all local codes and provide state-of-the art amenities for all occupants. The project is scheduled to be completed by late Spring 2022..



HOMELESS SHELTER & PERMANENT SUPPORTIVE HOUSING STUDIES

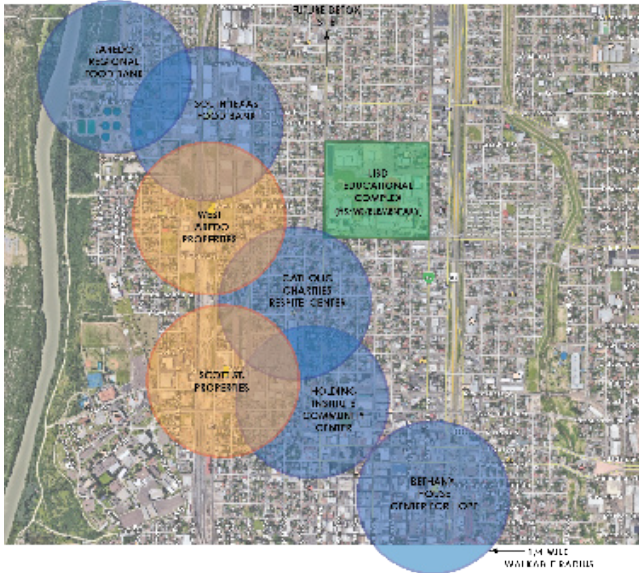
Location: Laredo, Texas

Client: Laredo Housing Authority

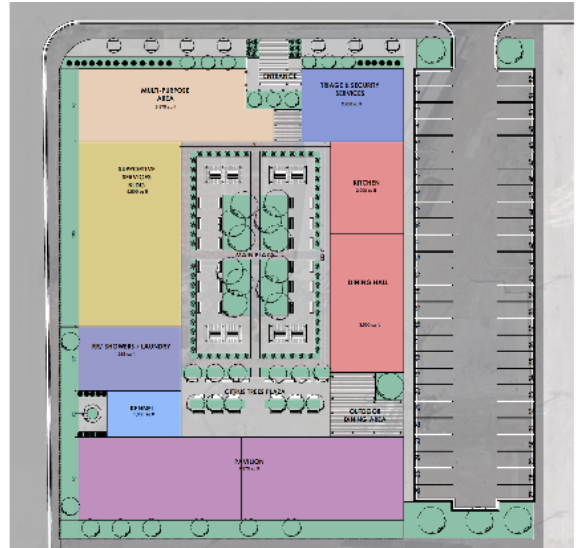
Project representative: Mary Gaona

Dates of design and construction start/finish: 2020 - 2021

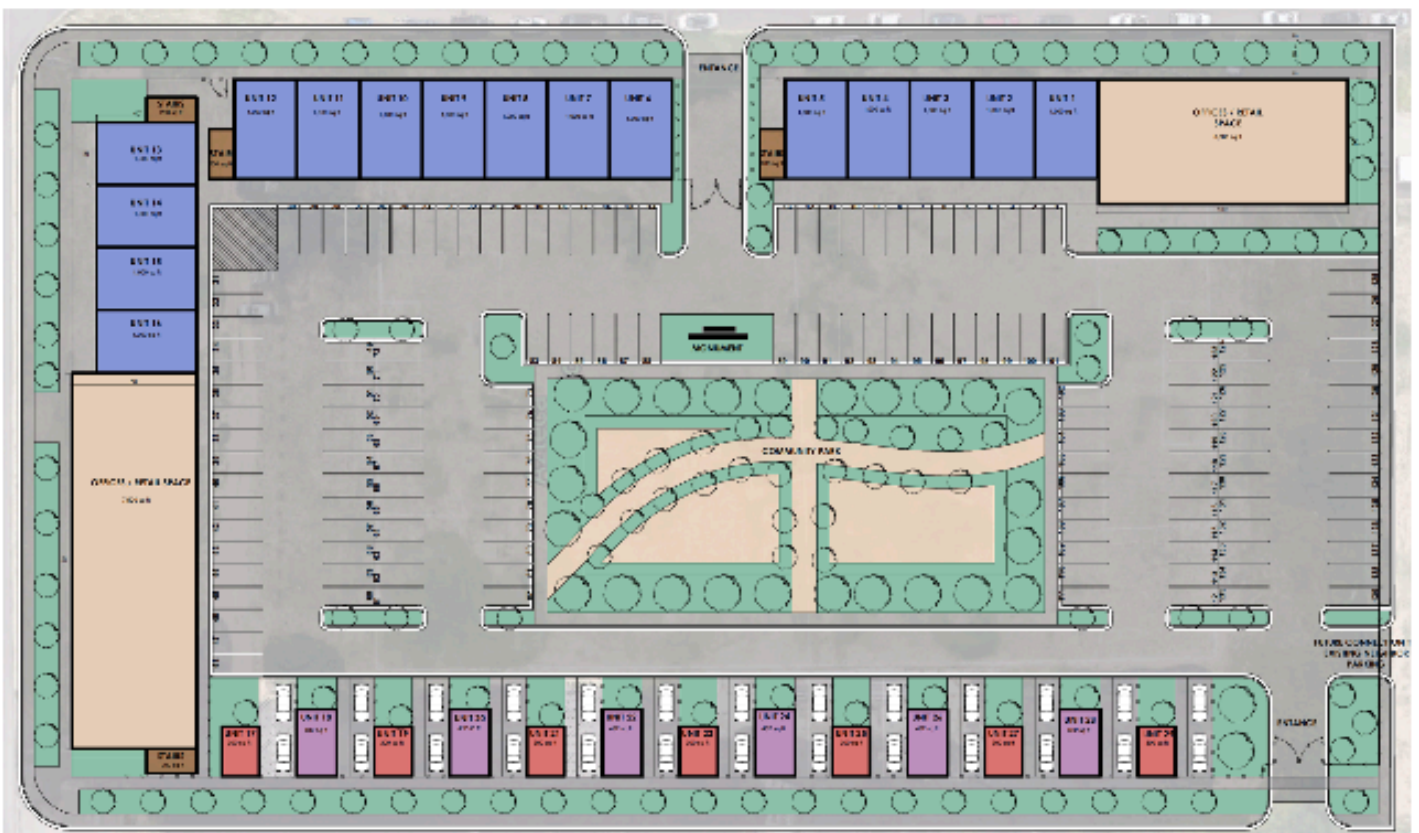
Description: Able City worked with the Laredo Housing Authority to assist in providing presentations and studies to local stakeholders regarding a new homeless shelter and permanent supportive housing for homeless people who are transition out of homelessness. Together with the Laredo Housing Authority, Able City presented examples of shelters and permanent supportive housing solutions that are working to ease



SUPPORT SERVICES MAP



HOMELESS SHELTER PROTOTYPE



PERMANENT SUPPORTIVE HOUSING PROTOTYPE

BIBLIOTECH CASA VERDE

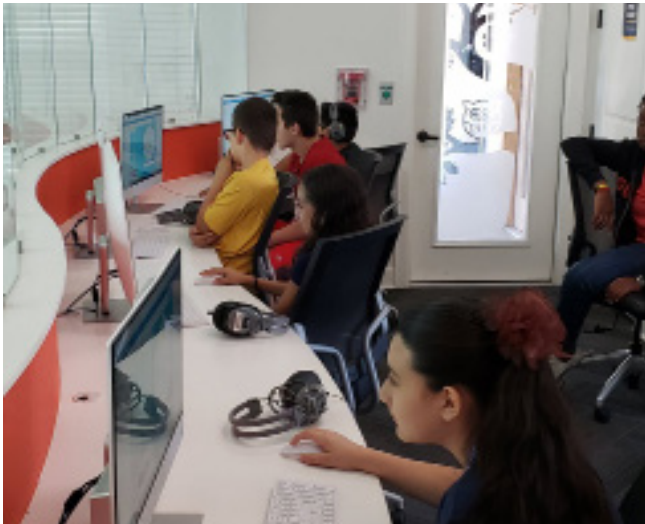
Location: Laredo, Texas

Client: Laredo Housing Authority

Project representative: Alma D. Mata

Dates of design and construction start/finish: 2015-2018

Description: Able City worked with Bexar County and Bibliotech San Antonio to adapt and implement the digital library program in Laredo. We have developed a series of programming and architectural standards for Bibliotech's implementation in the city. It is integrated into the Casa Verde Apartment complex having converted the space originally allocated for a fitness center. Even with limited space, this facility includes a classroom, computer center, and a children's learning space.



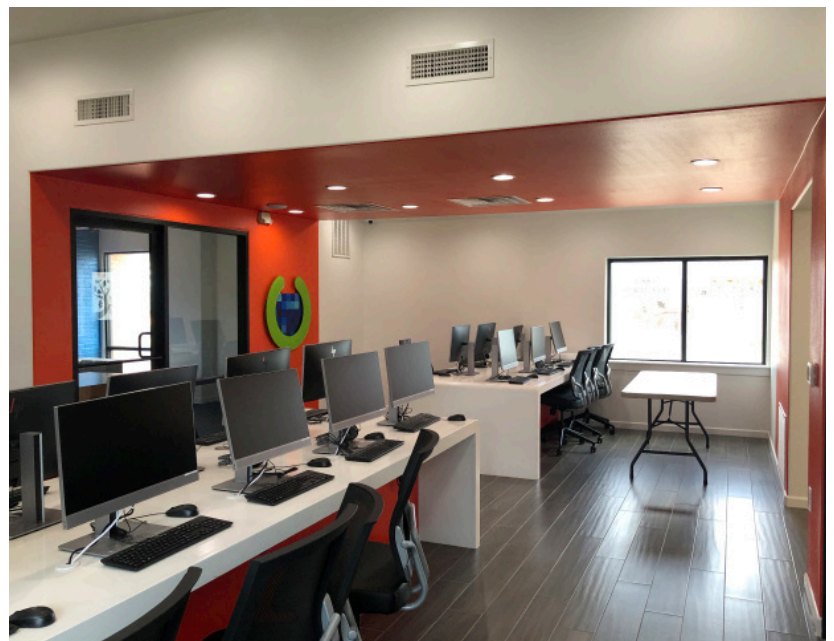
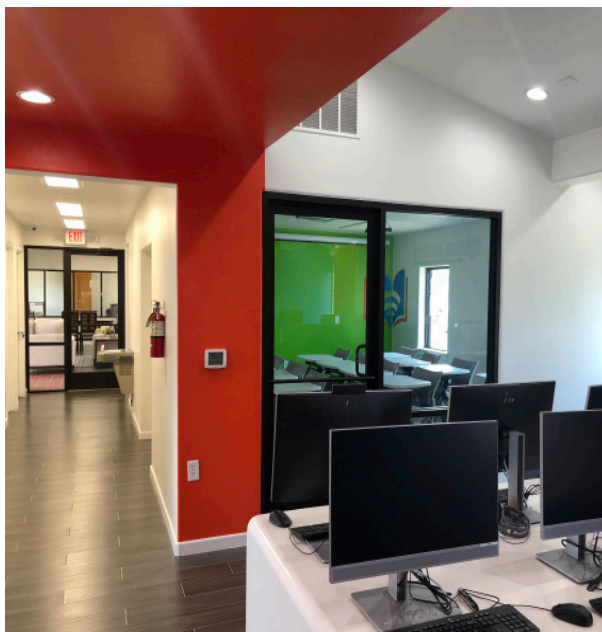
BIBLIOTECH RUSSELL TERRACE

Location: Laredo, Texas

Owner: Laredo Housing Authority, Mary Gaona, Executive Director, 956-722-4521

Completion Date: 2020

Description: This project was a continuation of our efforts to expand the Bibliotech brand for the Laredo Housing Authority. The project also features a new clubhouse area, public housing office, and maintenance



BIBLIOTECH ANA MARIA LOZANO

Location: Laredo, Texas

Owner: Laredo Housing Authority, Mary Gaona, Executive Director, 956-722-4521

Completion Date: 2021

Description: This project was another continuation of our efforts to expand the Bibliotech brand for the Laredo Housing Authority. The project also features a renovated clubhouse area, public housing office, and





213 Lincoln Street

CITY OF LAREDO COMMUNITY DEVELOPMENT HOUSING REHABILITATION PROJECTS

Location: Laredo, Texas

Owner: Laredo Housing Authority, Alma Mata, Former Executive Director, 956-722-4521; amata@larha.org

Completion Date/Duration: 2019; two years

Description: Able City was hired by the City of Laredo to serve as one of their on-call architects for their housing rehabilitation program. Through their Reconstruction Loan program, the City of Laredo is able to provide interest free loans in an amount to be determined on a case-by-case basis (payback only 57% of loan) for homes that have been damaged as a result of a fire or are dilapidated beyond repair. We worked with the City of Laredo to develop plans, assist with project variances through their Board of Adjustment processes, and construction observation reports. We have completed 3 houses to-date and are currently working on a fourth project with the City of Laredo.



102-1/2 San Jorge Avenue



920 Guerrero Street



521 East Bustamante Street



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ARCHITECTURE. URBANISM. CITY MAKING

**Agreement Between the Housing Authority of the City of Laredo
And
Able City**

This Services Agreement (“Contract”) is entered into as of **May 16, 2022** (“Effective Date”) by and between the **Housing Authority of the City of Laredo**, a public body, corporate and politic (hereinafter “LHA”) and **Able City**, a qualified architectural firm specialized in providing architecture, urban planning and economic development consultant services (hereinafter “Consultant”).

WITNESSETH:

WHEREAS, LHA is a public body, corporate and politic organized and validly existing and in good standing under the laws of the State of Texas and currently engaged in such business as defined in the Housing Authority Law in the Local Government Code of the State of Texas, including the services of providing decent, safe and sanitary housing to the residents of its facilities, low-income families, the elderly, the handicapped and the disabled; and

WHEREAS, LHA issued a Request for Qualifications for **Architectural & Engineering Services** RFQ No. LHA 2022-0317-1 (hereinafter referred to as the “RFQ”) to procure Architectural & Engineering Services for LHA; and

WHEREAS, Able City submitted a proposal in response to the RFQ; and

WHEREAS, LHA selected Able City to serve as LHA’s Architectural & Engineering Services Consultant specifically to provide architectural services in connection with the RFQ No. LHA 2022-0317-1

NOW THEREFORE, LHA and the Consultant, agree as follows:

1. Overall Scope of Work

Consultant shall provide services for the Architectural & Engineering Services specialty as described in the “Scope of Work” of the RFQ as requested by LHA. The RFQ including its **Overall Scope of Work** is attached hereto as “**Exhibit A**” and is incorporated herein in its entirety by reference. A sample **Work Authorization (WA) Form**, attached hereto as “**Exhibit C**” will be utilized to initiate specific projects within this agreement and set-out payment, timeline, and specific project performance terms.

2. Time of Performance

The initial term of this Contract shall begin on the Effective Date for a period of one (1) year with an option to extend by the Parties for a maximum of five (5) years from the Board of Commissioners award date, unless earlier terminated as provided herein.

3. Compensation, Billing Rates, and Method of Payment

A. Compensation. LHA shall compensate the Consultant according to the **Fee Schedule** attached as “**Exhibit B**”. LHA and the Consultant shall execute any amendment, as may become necessary, to this Contract by letter agreement as prepared by LHA.

1) Billings by the Consultant are to be directed to Accounts Payable, Finance Department, Housing Authority of the City of Laredo, 2000 San Francisco Avenue, Laredo, Texas 78040, via email to accountspayable@larha.org with a copy to Mary Gaona, Executive Director at mary@larha.org **and are due monthly by 1st Wednesday of the month by 3:00 p.m. or with every monthly pay application, as may be agreed upon with the LHA, for prior periods work.**

2) Invoices shall be accompanied with the following documents which may be supplied by computer printout:

i. By payment schedule or documentation of quantity of work fully completed per relevant scope of work and approved by LHA.

3) Payments made by the Consultant to others for services in connection with a matter shall be included in the statement and supporting invoices shall be attached to the billing. LHA may reimburse or make such payments to third Parties secured by the Consultant only if such third Parties were retained by the Consultant with prior approval of LHA.

B. Method of Payment. Consultant will submit a completed IRS W-9 form and requests for payment by invoices to LHA or one payment request in the event of a single lump sum invoice. The invoices shall include the billing amount, description of services rendered and supporting documentation indicating progress of project. LHA staff will review these invoices for payment. Payments will be made within 15 days of invoice being approved by the LHA.

C. Taxes. No payroll or employment taxes of any kind will be withheld or paid by LHA on behalf of the Consultant. LHA will not treat the Consultant as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. The Consultant understands and agrees that it is the Consultant’s responsibility to pay all taxes required by law, including self-employment social security tax. LHA will issue an IRS 1099 Form, or other appropriate tax reporting document, to the Consultant for the Contract services.

D. Benefits. Consultant will not be eligible for, and will not participate in, any health, pension, or other benefit of LHA that exists solely for the benefit of LHA employees during the Contract term.

4. Records for Audit Purposes.

Consultant shall maintain all records concerning Services performed and for which the Consultant requires compensation under this Contract for three (3) years from the expiration date of the Contract unless a longer period is required under Title 24, Code of Federal Regulations, and Section 85.42. The Consultant shall provide LHA and, subject to LHA approval, HUD, the Comptroller General of the United States, the General Accounting Office, or any of their authorized representatives, all records pertaining to the services provided hereunder. This right shall continue as long as the records are required to be maintained.

5. No Personal Liability

No member, official or employee of LHA shall be liable personally to the Consultant or any successor in interest in the event of any default or breach by LHA or for any amount which may become due to the Consultant or any successor or on any obligation under the terms of this Contract.

6. Assignment of Contract

Consultant shall not assign this Contract, or any part thereof.

7. HUD Requirements

Consultant agrees to comply with all relevant HUD requirements, including Section II of the General Contract Conditions Non-Construction, form HUD-5370-C.

8. Indemnification

Consultant shall defend, hold harmless and indemnify LHA and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the professionally negligent performance of this Contract and any of the Consultant's operation or activities related thereto, excluding the alleged or actual negligence, gross negligence, and/or willful misconduct of the person or entity seeking to be defended, indemnified or held harmless. Further, the Consultant shall refrain from encumbering LHA with any in kind or financial debts, burdens or any other encumbrances without prior written approval of LHA, and the Consultant will hold harmless and indemnify LHA and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the such unauthorized encumbrances.

9. Independent Contractor

Consultant hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and not as the agent or employee of LHA. The Consultant has and hereby retains the right to exercise full control and

supervision of the services and work to be provided under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work hereunder. The Consultant agrees to be solely responsible for all matters relating to payment of the Consultant's employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements, workers' compensation requirements and all regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of the Contract.

10. Insurance and Bonding

- A. Insurance Duration: Consultant agrees to procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract by the Consultant, its agents, representatives, employees or Subcontractors.
- B. Insurances and Changes: Any Consultant required insurance (general liability, automobile, bond, builders' risk, etc.) for the project shall list the LHA additional insured.
- C. Minimum Scope of Insurance. Coverage shall be at least as required by the RFQ.

11. Conflicts of Interest

LHA requires the Consultant to inform LHA in writing of any potential, apparent, or actual conflict the Consultant may have or develop during the term of this Contract. At this time, the Consultant is not aware of any relationship with any other party interested in the subject matter of the Consultant's services for LHA under this Contract, as provided in the attached **Conflict of Interest Disclosure "Exhibit D"**. As long as the Consultant's services for LHA continue under this Contract, the Consultant will not agree to provide services for any such conflicted party without LHA's prior written and informed consent.

12. Nondiscrimination

Consultant agrees that there shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Contract. The Consultant will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms

of compensation; including selection for training, apprenticeship; and provision of any services or accommodations to clients or the general public.

13. Termination

Either party may terminate this Contract at any time without cause upon thirty (30) days' written Notice of Termination to the other party; provided, however, that in the event of such termination, LHA shall compensate the Consultant for work completed to the satisfaction of LHA as of the date of such notice or the date of termination specified in and directed by such notice.

14. Non-Appropriations

Consultant understands that LHA is a governmental entity and may not be funded for any period during the term of this Contract for the requested services. LHA agrees to provide the Consultant written notice within thirty (30) days, if at all practicable, after learning that such funding will not become available to LHA. For work authorizations approved under this Contract, LHA hereby certifies that adequate funding is available to complete requested services for LHA's current fiscal year.

15. Compliance with Federal Regulations

Consultant agrees to comply with federal laws and regulations, as applicable, including, but not necessarily limited to, the following:

- The requirements of Title VII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964 relating to prohibitions against the discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex, or national origin.
- The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 and prohibited discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.
- The requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs.
- The requirements of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.
- The requirements of Executive Orders 11625, 12432, and 12138 to implement Minority Business Enterprises and Women's Business Enterprise participation goals in programs of federal agencies.
- The applicable provisions of the General Conditions for Non-Construction contained in form HUD-5370-C. To the extent that any provision of this

Contract conflicts with any required provision in HUD-5370-C for this Contract, the conflicting provision in HUD-5370-C shall apply.

16. Proprietary Interests

Consultant understands and agrees that the Consultant's work product (intellectual and material), including creative materials (brands, logos, designs, videos), memoranda, charts, PowerPoints, architectural plans and drawings, studies, financial analyses, feasibility analyses, applications, forms, worksheets, reports and any other documents developed on behalf of LHA remain the sole property of LHA and shall not be reproduced or utilized in any form or manner by the Consultant without LHA's prior written consent.

17. Miscellaneous Provisions

A. Notices. All notices, demands, consents, or approvals required under this Contract shall be in writing and shall be deemed given when delivered personally or by facsimile transmission or three (3) business days after being deposited in the U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

If to LHA: **Maria M. Gaona**
Executive Director
Housing Authority of the City of Laredo
2000 San Francisco Avenue
Laredo, TX 78040
Phone: (956) 722-4521
Fax: (956) 722-6561

If to Consultant: **Ricardo Solis**
Principal
Able City
901 Victoria St. Ste. A
Laredo, TX 78040
Phone: (956) 725-7418

B. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the successors and assigns of LHA and the Consultant. When the term "Consultant" or "LHA" is used in this Contract, it shall mean and include their respective successors and assigns; provided, however, that LHA shall have no obligation under this Contract to, nor shall any benefit of this Contract accrue to, any unapproved successor or assign of the Consultant where LHA approval of a successor assign is required by this Contract.

C. Modification, Waiver and Amendment. Any modification, waiver or amendment of any of the provisions of this Contract shall be in writing and signed by both LHA and the Consultant.

- D. Entire Contract. This Contract represents the complete agreement between the Parties as to the matters described herein, and there are no oral understandings between the Consultant and LHA affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between the Consultant and LHA with respect to the subject matter hereof.
- E. Severability. If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.
- F. Governing Law. This Contract shall be governed by and interpreted and construed in accordance with the laws of the State of Texas, and shall be subject to the exclusive jurisdiction of the state courts therein. Venue for any court action brought by either party under this Contract shall remain exclusively in Webb County, Texas. It is the responsibility of the Consultant to be informed of local, state and federal laws and requirements applicable to this Contract and to perform all work in compliance with those laws and requirements.
- G. Headings. Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.
- H. Consultants' Fees. In any action or proceeding arising out of the interpretation of this Contract, the prevailing party shall be entitled to reasonable Consultants' fees and costs.
- I. Alternative Dispute Resolution. In the event of a dispute between the Parties regarding the interpretation of this Contract, the Parties may agree to mediation or another form of alternative dispute resolution.
- J. Authority. Each of the undersigned represents and warrants that he or she has full power and authority to enter into this Contract on behalf of his or her respective party and to bind the party in accordance with its terms.

*** The remainder of this page is intentionally left blank**

IN WITNESS WHEREOF, LHA and the Consultant have executed this Contract as of the Effective Date first above written.

HOUSING AUTHORITY OF THE CITY OF LAREDO ("LHA")

By: *Maria M. Gaona*

Name: **Maria M. Gaona**

Title: **Executive Director**

Date: **05/16/2022**

ABLE CITY ("CONSULTANT")

By: *M A P*

Name: **Mario A. Pena**

Title: **Principal**

Date: **05/16/2022**

“EXHIBIT A”

**Request for Qualifications (RFQ) No. LHA 2022-0317-1
for Architectural & Engineering Services**

The LHA procurement documents, including the Scope of Work outlined below, are hereby incorporated and made a part of this Contract.

Scope of Work

The Consultant shall provide general architectural design and engineering services (A/E) for various LHA projects. Services will include, but are not limited to typical architectural and engineering services pertaining to:

- Structural, forensic, civil, geotechnical analysis, mechanical, plumbing and electrical engineering services, and other similar services as needed;
- Landscape architecture, land surveying and site planning;
- Exterior and interior design, curb appeal design, wayfinding design;
- Master planning of office, administrative and maintenance space;
- Green building, integrative design process/approach, LEED certification projects;

Phases of the A/E Services Shall Consist of:

- Schematic design phase requiring full sets of drawings;
- Preliminary study phase;
- Design development phase;
- Schematic design phase
- Design and planning requests for proposal;
- Assisting in preparing requests for proposals;
- Bidding, construction, and contract document phase;
- Bidding and award phase;
- Construction phase;
- Certifications and associated services for financial applications, and construction administration services; and
- Post completion/warranty phase.

The Consultant shall ensure that the design product meet all State and Federal Requirements as well as all City of Laredo Building Code requirements and shall conform with all applicable local codes, ordinances, regulations and standards, including HUD’s Section 504 program; UFAS, ADA and ANSI requirements. The design shall also include coordination for the abatement of asbestos containing building materials as well demolition of existing structures, if required.

ABLE CITY



SIGNATURE

05/16/2022

DATE

Initials **MP**

“EXHIBIT B”

**Request for Qualifications (RFQ) No. LHA 2022-0317-1
for Architectural & Engineering Services**

Fee Schedule

The Consultant will receive payment for services particularized within the scope of work described in “Exhibit A.”

Payments to the Consultant will be made according to the following schedule:

Personnel	Hourly Rate
Partners	\$175.00
Principals	\$125.00
Project Managers	\$110.00
Technical Staff	\$85.00
Admin	\$50.00

ABLE CITY



SIGNATURE

05/16/2022

DATE

Initials MP

“EXHIBIT C”

WORK AUTHORIZATION (WA) # 1
Project Description

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions, without any waiver to the Agreement dated _____ (date) made by and between the **Housing Authority of the City of Laredo**, (hereinafter "LHA"), and **Able City** (hereinafter "Consultant").

PART 1. Scope of Work. The purpose of this Work Authorization is defined in the **Scope of Work** provided by the LHA attached hereto as **“WORK AUTHORIZATION - ATTACHMENT A”**.

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is _____ (amount). This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **“ATTACHMENT A”**.

PART 3. Period of Service and Project Timeline. This Work Authorization shall become effective on the date of final acceptance of the Parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the **Project Timeline** attached hereto within the **“WORK AUTHORIZATION - ATTACHMENT A”**.

PART 4. Responsibilities and Obligations. This Work Authorization does not waive the Parties' responsibilities and obligations provided under Contract No. LHA 2022-0509-1.

PART 5. Proprietary Interests. The Consultant understands and agrees that the Consultant's Work product was originated by the LHA and resulting branding concepts, technical program software are the LHA's exclusive proprietary intellectual property. The Consultant and other sub-consultants may not share proprietary information unless otherwise expressly authorized in writing by the LHA.

Therefore, any original work or design created on behalf of the LHA shall be considered a “work made for hire” under the United States Copyright Act and shall be the sole property of the LHA and all right, title and interest therein, including copyright shall solely vest in the district. Further, the LHA also asserts its exclusive rights to any and all trademarks of the LHA that currently exist on LHA materials or that may come to exist on any materials produced as a result of this Agreement.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ____
_____(date).

SAMPLE

ABLE CITY:

LHA:

SIGNATURE

EXECUTIVE DIRECTOR

DATE

DATE

Initials ap

**“ATTACHMENT A”
WORK AUTHORIZATION # 1**

Scope of Work

Estimated Cost Proposal

Project Timeline

SAMPLE

ABLE CITY:

LHA:

SIGNATURE

EXECUTIVE DIRECTOR

DATE

DATE

Initials MP

“EXHIBIT D”

Contractor Conflict of Interest Disclosure Form

The contractor identified below hereby discloses the following real or apparent conflict of interest as required by the Laredo Housing Authority’s Conflict of Interest and Procurement policies, pertinent portions of which are excerpted within this disclosure and acknowledged by the contractor. This disclosure is effective as of the date of filing and does not relieve the contractor of the requirement to make further disclosure of any real or apparent conflict should any conflict arise or appear hereafter.

Landlord/Vendor: _____ Date: _____
(Print Name)

Place your name initials next to the conflicts below that are applicable to this disclosure and describe the conflicts:

Contractor’s business is affiliated with an LHA Commissioner, employee, officer, or agent as disclosed below and will comply with LHA’s Conflict of Interest Policy as excerpted below:

_____The contractor is an employee, and the employee is an officer, director, agent, or member of, or owns a controlling interest in, the contractor’s corporation, firm, partnership, or other business entity which has business dealing with the LHA.

Name(s) of LHA Commissioner, Employee, Officer, or Agent with whom affiliated:

LHA Conflict of Interest Policy

The public has a right to expect high standards of integrity and conduct from those in its service. Any conduct or activity which is or gives the appearance of being motivated by a desire for private gain, either for the employee or those with whom the employee has family or business ties, or who engages directly or indirectly in any financial transaction as a result of primarily relying on, or in the relaying of, information not available to the general public, is prohibited. An employee who is an officer, director, agent, or member of or owns a controlling interest in any corporation, firm, partnership, or other business entity which has business dealing with the PHA shall file a sworn statement disclosing such interest and shall

refrain from participation in selection or supervision of any such business dealings.

Contractor has not engaged, and will not engage, in conduct or an arrangement that may violate LHA's Procurement Policies (as excerpted below):

_____The contractor has not and will not engaged in any conduct prohibited by the Procurement Policies below.

LHA Procurement Policies

Principles and Standards of Conduct. Members of the Board, Employees, and any others serving in an official position or acting as an agent of the PHA must discharge their duties impartially to ensure fair competitive access to procurement opportunities by responsible contractors. Moreover, Commissioners, Employees, officers, and agents should conduct themselves in such a manner as to foster the public's confidence in the integrity of the PHA procurement organization and process. Any attempt to realize personal gain through the PHA through actions inconsistent with the proper discharge of duties is a breach of trust. The Board has adopted a **Code of Conduct** and the Procurement Policy to govern the performance of Commissioners, Employees, officers, and agents engage in the award and administration of procurements and contracts, and all individuals who fail to adhere to these rules may be sanctioned appropriately.

Conflicts of Interest. No Commissioner, Employee, officer, or agent of the Agency shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would be when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:

- A Commissioner, Employee, officer, or agent involved in making the award;
- A "Family" member of anyone listed above, i.e., "Family is defined as any person related within the fourth degree by consanguinity (blood) or second degree by affinity (marriage). Please list the types of relationships (i.e., spouse, brother/sister, aunt/uncle, cousin, etc.)
- His/her partner; or
- An organization which employs or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

Gratuities, Kickbacks, and Use of Confidential Information. No Commissioner, Employee, officer, or agent of the Agency (or any of their Family member of these persons) shall ask for or accept gratuities, favors, or items of more than nominal value (i.e., inexpensive hat with logo) from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

Prohibition against Contingent Fees. Contractors wanting to do business with the Agency must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

Suspension and Debarment. Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (2 CFR §200.317 through §200.326) or by other Federal agencies, e.g., Department of Labor for violation of labor regulations, when necessary to protect housing authorities in their business dealings. Prior to issuance of a contract, Agency staff shall, as detailed within Section 10.2.H.1 and 10.2.H.2 of HUD Procurement Handbook 7460.8 REV 2, conduct the required searches within the HUD Limited Denial of Participation (LDP) system and the U.S. General Services Administration System for Award Management (SAM) and place within the applicable contract file a printed copy of the results of each such search.

I hereby acknowledge the requirements of the LHA Conflict of Interest Policy and the LHA Procurement Policies as excerpted above and certify my compliance with these policies and their disclosure requirements, and with any and all local, state, federal laws or HUD regulations that may be applicable for procurement or conflict of interest requirements. Failure on my part to disclose or comply may result in LHA seeking remedies against me including the immediate disqualification from any current or future solicitation and/or termination of any existing or future contract(s).

Contractor: _____
(Print Name)

Date: _____

Signature: _____

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