

**CITY OF LAREDO**  
**RECOGNITION AND COMMUNICATION NOTICE**  
**CITY COUNCIL CHAMBERS**  
**1110 HOUSTON STREET**  
**LAREDO, TEXAS 78040**  
**June 17, 2019**  
**5:00 P.M.**

**The Mayor will be presenting the following:**

1. Recognizing Victor Trevino Jr. for competing in the Mountains 2 Beach Marathon in Ventura, California on May 26, 2019 with a time of 3:11.32 and for qualifying to compete in the 2020 Boston Marathon.

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**CITY OF LAREDO**  
**CITY COUNCIL MEETING**  
**A-2019-R-10**  
**CITY COUNCIL CHAMBERS**  
**1110 HOUSTON STREET**  
**LAREDO, TEXAS 78040**  
**June 17, 2019**  
**5:30 P.M.**



**DISABILITY ACCESS STATEMENT**



Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact Jose A. Valdez Jr., City Secretary, at (956) 791-7308 at least two working days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at City Hall, 1100 Victoria Ave. Out of consideration for all attendees of the City Council meetings, please turn off all cellular phones and pagers, or place on inaudible signal. Thank you for your consideration. Pursuant to the Texas Penal Code (trespass by holder of license to carry a handgun), a person licensed under Subchapter H, Chapter 411, Government Code (Concealed Handgun Law or Handgun Licensing Law), may not enter into the City Council Chamber while City Council is in session with a concealed or openly-carried handgun.

**I. CALL TO ORDER**

## II. PLEDGE OF ALLEGIANCE

## III. MOMENT OF SILENCE

## IV. ROLL CALL

## V. MINUTES

### **Approval of the minutes of May 20, 2019 and June 3, 2019**

#### **Citizen comments**

Citizens are required to fill out a witness card and submit it to the City Secretary no later than 5:45 p.m. and identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. No more than three (3) persons will be allowed to speak on any side of an issue. Should there be more than three (3) people who wish to speak on a particular issue, they need to select not more than three (3) representatives to speak for them and the presiding officer may limit the public comments further in the interest of an orderly meeting. Speakers may not pass their minutes to any other speaker. Comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

## VI. VETERAN RECOGNITION

1. Honoring Veteran of the Month Jose Gilberto Garcia as a member of the U.S. Army and recognizing his distinguished service to our country.

## VII. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

## VIII. PUBLIC HEARINGS

1. **Public Hearing and Introductory Ordinance** amending Chapter 19, Motor Vehicle and Traffic, Article VIII, Stopping, Standing or Parking, of the Laredo Code of Ordinances Section 19-355, by adding time limits to subsection (b); Sec. 19-360 subsection (a) (1) by revising boundaries; subsection (a) (3) by revising length of time, subsection (a) (4) by excluding boundaries, and adding subsection (5); subsection (b) by revising hours of operations, providing for publication and effective date.

**(Recess)**  
**(Press Availability)**

## IX. INTRODUCTORY ORDINANCES

2. An Ordinance of the City of Laredo, Texas, establishing rental rates and tenant policies at the Fernando A. Salinas Elderly Rental Housing projects located at 1803 and 1806 Juarez Avenue; providing for rents to be in compliance and charged at HOME rent limits; occupancy to be limited to persons aged 62 years or older with incomes at or below 60% of the area median income as set annually by the U.S. Department of Housing and Urban Development; and leasing of the units on a first come first serve basis.
  
3. An Ordinance of the City of Laredo, Texas, amending Ordinance No. 2015-O-131 which provides for the rental rate structure of the Downtown Elderly Duplexes located at 1901 Farragut Street. This amendment increases the monthly rental fee amounts effective October 1, 2019 and establishing the following rates: \$425.00 for a one bedroom unit and \$500.00 for a two bedroom unit. It is necessary to increase the existing monthly rates in order to cover for additional operational costs associated with maintenance, repairs, and improvements for current duplexes; providing security deposits for new tenants on or after October 1, 2019 will be established at the same rate as the rental amount; repealing all ordinances or parts of ordinances in conflict herewith; providing a severability clause; and providing an effective date.

## X. FINAL READING OF ORDINANCES

4. **2019-O-090** Amending the City of Laredo's Capital Grant Fund FY2019 Budget by appropriating revenues and expenditures in the amount of \$1,101,600.00. Revenue will be from the Fixing America's Surface Transportation (FAST) Grant in the amount of \$816,000.00 and local match of \$285,600.00 for shared use path within the right of way along Plum Street, connecting K Tarver Elementary and Nixon High School located in District 4, and along Mier Street & Loring Avenue connecting Lamar Middle School and St. Augustine High School located in District 3. Acknowledging the availability of fund to pay all up-front costs, since the Transportations Alternative (TA) Program is a cost reimbursement program as outlined in the MPO Transportation Alternatives Program Guidance and Application Packet for 2019 authorized under the (FAST) Act.
  
5. **2019-O-091** An ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 26.61 acres, more or less, located north of Wormser Rd. and east of Loop 20/Cuatro Vientos Rd., providing for effective date of the ordinance, authorizing the Co-Interim City Managers to execute a contract adopting a service plan for annexed territory, and establishing the initial zoning of AG (Agriculture District). Staff recommends approval. **(As Amended)**
  
6. **2019-O-092** An ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 328.98 acres, more or less, located south of Wormser Rd. and east of Loop 20/Cuatro Vientos Rd., providing for effective date of the ordinance, authorizing the Co-Interim City Managers to execute a contract adopting a service plan for annexed territory, and establishing the initial zoning of AG (Agriculture District). Staff recommends approval. **(As Amended)**

7. **2019-O-093** An ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 6.26 acres, more or less, located north of FM 1472 and west of Copper Mine Rd., providing for effective date of the ordinance, authorizing the Co-Interim City Managers to execute a contract adopting a service plan for annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District). Staff recommends approval. **(As Amended)**
  
8. **2019-O-094** An ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 76.22 acres, more or less, located north of FM 1472 and west of FM 3338/Las Tiendas Rd., providing for effective date of the ordinance, authorizing the Co-Interim City Managers to execute a contract adopting a service plan for annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District). Staff recommends approval. **(As Amended)**
  
9. **2019-O-095** An ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 24.43 acres, more or less, located east of Max Mandel Golf Course and west of FM 1472, providing for effective date of the ordinance, authorizing the Co-Interim City Managers to execute a contract adopting a service plan for annexed territory, and establishing the initial zoning of R-1 (Single Family Residential District). Staff recommends approval. **(As Amended)**
  
10. **2019-O-096** An ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 1.5 acres, more or less, located north of FM 1472 and east of Lampazos Loop, providing for effective date of the ordinance, authorizing the Co-Interim City Managers to execute a contract adopting a service plan for annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District). Staff recommends approval. **(As Amended)**
  
11. **2019-O-097** An ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 8.87 acres, more or less, located north of Anahuac Dr. and east of Pinto Valle Dr., providing for effective date of the ordinance, authorizing the Co-Interim City Managers to execute a contract adopting a service plan for annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District). Staff recommends approval. **(As Amended)**
  
12. **2019-O-098** Authorizing the Co-Interim City Managers to accept a loan amount increase, on the State Energy Conservation Office (SECO) LoanSTAR loan Amendment No.1, in the amount of \$1,480,535.00 (One million four hundred eighty thousand five hundred thirty-five dollars) instead of \$1,033,558.00 (One million thirty three thousand five hundred fifty-eight dollars), and amending the City of Laredo's FY 2018-2019 Waterworks budget by appropriating the said revenue to the appropriate expenditure accounts. Funds received from lender pursuant to this agreement to be used for VFD'S and power factor correction implementation at Jefferson Water Treatment Plant as projects identified in attachment of the agreement.

## XI. CONSENT AGENDA

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

13.        **BRIDGE**: STAFF SOURCE YVETTE LIMON, BRIDGE DIRECTOR
- a.        **2019-R-92** Ratifying the execution of a Revocable License for Non-Federal use of Real Property (License No. GS-07B-99318) between the U.S. General Services Administration (GSA) and the City of Laredo to allow the City of Laredo to install improvements accepted by GSA in a fully executed Donation Acceptance Agreement (DAA) between the City of Laredo, Texas and GSA which is to facilitate the construction of a temporary roadway being built to decrease traffic congestion at the World Trade Bridge Laredo Port of Entry in Laredo, Texas. Executed DAA is attached hereto and made a part hereof as Exhibit "E".
14.        **BUDGET**: STAFF SOURCE GILBERTO SANCHEZ, BUDGET DIRECTOR
- a.        Consideration to award contract number FY19-068 to Ascending Technologies, Laredo, Texas for the purchase, installation for Public Wi-Fi for Sames Auto Arena for an amount not to exceed \$347,881.79. This contract will include the purchase, installation, conversion facilitation, testing and training for Public Wi-Fi for guest's application to include but not be limited to: Access for up to 10,000 guests to access Public Wi-Fi. Funding is available in the Sports Venue –Sales and Community Fund.
15.        **CITY ATTORNEY**: STAFF SOURCE KRISTINA L. HALE, CITY ATTORNEY
- a.        **2019-R-94** A Resolution of the City Council of the City of Laredo, TX expressing its strong opposition to the addition of a citizenship question in the Census 2020 questionnaire.
16.        **COMMUNITY DEVELOPMENT**: STAFF SOURCE ARTURO GARCIA, COMMUNITY DEVELOPMENT DIRECTOR
- a.        **2019-R-93** Accepting the conveyance of:
- Lot 1C Sec II Mall del Norte (13.0615 acres);  
          Lots 2A & 8 Sec I Mall del Norte (32.656 Acres);  
          Lot 2B Sec I Mall del Norte (3.6013 Acres);  
          Lot 6 Sec I Mall del Norte (.4889 Acres);  
          Lot 1D Sec II Mall del Norte (.3143 Acres);  
          Lot 1 Sec I Mall del Norte (9.58 Acres);  
          Lot 4 Sec I Mall del Norte (.0873 Acres);

also known as Mall Del Norte, 5300 San Dario, for a utility and utility access easement, being more fully described in Exhibit "A"; and providing for an effective date.

- b. Consideration to rescind the selection of W.D. Shock Company Inc. of Nashville, Tennessee as the Sound Insulation Consulting Firm in support of the Laredo International Airport's Noise Compatibility Program for Phases 13 and 14 due to the inability to reach an agreement for services and to re-solicit request for qualifications from other qualified consulting firms.

17. **ENVIRONMENTAL**: STAFF SOURCE JOHN PORTER, ENVIRONMENTAL DIRECTOR

- a. Authorizing the Co-Interim City Managers to sign Amendment 2, for the additional engineering services contract with Crane Engineering- Laredo, Texas in the amount of \$51,344.88. The total contract amount with this amendment is \$497,168.14 for the Eastern Chacon Creek 18"- 36" Interceptor from Vaquillas Lift Station to India and Gates. Amendment #2 proposes to perform an H&H study on existing conditions in East Chacon Creek, prepare plans, specifications, and cost estimates for channel improvements, as well as develop a regional stormwater masterplan from Summers Pond to Loop 20. Funding is available in the 2016 Environmental CO.

18. **FIRE**: STAFF SOURCE STEVE LANDIN, FIRE CHIEF

- a. Consideration to authorize the purchase of Self Contained Breathing Apparatuses, (SCBA) for the Fire Department from HEAT Fire Equipment, Von Ormy, Tx. through contract pricing (FY18-074) in the total amount of \$301,569.28. Funding is available in the Departments FY 18-19 operational budget.

19. **FLEET MANAGEMENT**: STAFF SOURCE RONALD MILLER, ACTING FLEET DIRECTOR

- a. Consideration to authorize a lease purchase contract of seventy-five (75) 2019 Precedent Electric Golf Cars from Club Car LLC, Evans, Georgia in the total amount \$392,302.56 for the Max Mandel Golf Course. This contract is to replace current golf car models that have high usage and wear and tear. The purchase of this equipment shall be made utilizing a US Communities lease purchase contract subject to future appropriations. The lease purchase shall be 48 months. The estimated monthly payment shall be \$8,172.97. Funding is available in the Max Mandel Golf Course Fund.

20. **TAX**: STAFF SOURCE DORA MALDONADO, TAX ASSESSOR COLLECTOR

- a. Approving monthly adjustments to the tax roll. The amounts adjusted for the month of May 2019 represent a decrease of \$35,888.10. These adjustments are determined by the Webb County Appraisal District and by court orders.

## **END OF CONSENT AGENDA**

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### **XII. STAFF REPORTS**

21. Discussion with possible action on ongoing audits and/or irregularities identified by the Internal Auditor including the potential assignment of other and/or additional auditing duties; and any other matters incident thereto.
22. Discussion with possible action to consider a second request for an extension of Injury Leave with pay in accordance with 143.073(b) of the Texas Local Government Code for Patrol Officer Heriberto Rodriguez Jr. Human Resources and Police Department recommend extension. Total number of days out as of May 18, 2019 pay period: 276 days.
23. Update of State Bill 852 affecting Local Government Code. Staff to present new procedures for building and inspection fees.
24. Status of workshop held on June 12, 2019 between the Planning & Zoning Committee and the Technical Review Board together with City Staff in reference to the Setback Ordinance.

### **XIII. EXECUTIVE SESSION**

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

25. Request for Executive Session pursuant to Texas Government Code Section 551.071(2) to consult with City Attorney in connection to the ongoing contract with 2L4L Baseball, LLC, and to return to open session for possible action.

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

26. **2019-RT-06** Authorizing the Co-Interim City Managers to accept and execute the Federal Transit Administration Grant No. TX-2019-056-00 Section 5307 Urbanized Area Grant Program authorized under the Fixing America's Surface Transportation (FAST) act transportation bill. Funding will be for operating assistance and preventative maintenance to the El Metro Bus Operations. The required local match for this grant will be funded with the transit's local sales tax.
  
27. **2019-RT-07** Authorizing the City Manager to accept and execute the Federal Transit Administration grant award no. TX-2019-057-00 in the amount of \$401,862 for fiscal year 2019 Section 5339 Bus and Bus Facilities Grant Program authorized under the new Fixing America's Surface Transportation (FAST) Act. The Laredo Transit Management Inc. (El Metro) and the City of Laredo will replace one (1) Heavy-Duty bus that has met the Useful Life Benchmark (ULB). The Transit's 15% local match is available in the Transit Sales Tax Fund .
  
28. **2019-RT-09** Authorizing the Co-Interim City Managers to execute Advanced Funding Agreement (AFA) no. CSJ-0922-33-181 with the Texas Department of Transportation in the amount of \$200,000 including an estimated local participation in the amount of \$76,000 including overruns for the city improvement of ADA Bus Stops and Bicycle Plazas Project. The required local match is funded from the Transit local sales tax.

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

**GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS**

**A. Request by Mayor Pro-Tempore Roberto Balli**

1. Status report on the Kansas City Southern Railroad Quiet Zone Study with possible action; and any matters incident thereto.

**B. Request by Council Member Vidal Rodriguez**

1. Discussion with possible action to instruct the Co-Interim City Managers to authorize staff to install speed humps under the Special Provision of the Speed Hump Installation Policy, and to authorize the use of asphalt type speed humps, instead of a speed cushion, which is currently required under the policy; and any other matters incident thereto. City Council District II Priority Funds will be used for this project.

- a. 2800 South Malinche
- b. 2900 Cortez



**C. Request by Council Member Mercurio Martinez**

1. Discussion with possible action to direct staff to reach out to the Army Corps of Engineers to assist with Veteran cemetery headstone realignment; and any other matters incident thereto. **(Co-Sponsored by Mayor Pete Saenz and Council Member Alberto Torres, Jr.)**

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

1. Discussion with possible action to re-evaluate Ordinance 2018-O-050, specifically Section 2-157 (Automatic Forfeiture); and any other matters incident thereto.
2. Discussion with possible action to develop a beautification plan for Clark Blvd., Saunders St. and Corpus Christi St., and any other matters incident thereto. **(Co-Sponsored by Council Member Mercurio Martinez)**

**E. Request by Council Member Nelly Vielma**

1. Discussion with possible action to instruct the Co-Interim City Managers to authorize staff to install speed humps under the Special Provision of the Speed Hump Installation Policy, and to authorize the use of asphalt type speed humps, instead of a speed cushion, which is currently required under the policy; and any other matters incident thereto. City Council District V Priority Funds will be used for this project. Total cost is \$5,000.00.
  - a. (2) Speed humps on the 100 and 200 block of E. Mayberry St. between Springfield Ave. and Kentucky St.

**F. Request by Council Member Dr. Marte A. Martinez**

1. Status update on the direction to have staff explore alternative exit options for the Northeast part of the City to include the Unitec Industrial Park and surrounding areas where train crossings result in safety concerns; and any matters incident thereto.

**G. Request by Council Member George Altgelt**


1. Discussion with possible action to file a formal resolution complaining about TXDOT management in Laredo and their lack of concern for pedestrians and cyclists and willingness to properly maintain on system routes and

roads; and any matters incident thereto.

2. Discussion with possible action directing Co-Interim City Managers to proceed with the project advancement of the Father McNaboe Hike and Trail by utilizing District VII discretionary funds for land survey and appraisal; and any matters incident thereto.
  
3. Presentation on Property Assessed Clean Energy (PACE) financing by Ms. Charlene Heydinger of the Texas PACE Authority, with possible action; and any matters incident thereto.

## XVI. ADJOURN

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Wednesday, June 12, 2019 at 7:45 p.m.

  
Jeff G. Frankli for:  
Jose A. Valdez, Jr.  
City Secretary

JUN 12 '19 PM 7:34  
REC'D CITY SEC OFF

## Public Hearings (also Intro Ord) 1.

### City Council-Regular

Meeting Date: 06/17/2019

Staff Source: Ramon Chavez, P.E., Traffic Director

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### SUBJECT

**Public Hearing and Introductory Ordinance** amending Chapter 19, Motor Vehicle and Traffic, Article VIII, Stopping, Standing or Parking, of the Laredo Code of Ordinances Section 19-355, by adding time limits to subsection (b); Sec. 19-360 subsection (a) (1) by revising boundaries; subsection (a) (3) by revising length of time, subsection (a) (4) by excluding boundaries, and adding subsection (5); subsection (b) by revising hours of operations, providing for publication and effective date.

### VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

### PREVIOUS COUNCIL ACTION

N/A

### BACKGROUND

Walker Consultants recommendations base on the Downtown Parking Study. Study included overall area of the CBD bounded by IH-35 to the east, the Rio Grande River to the south, Main St. to the west, and Moctezuma Avenue to the north.

### COMMITTEE RECOMMENDATION

N/A

### STAFF RECOMMENDATION

Staff recommends approval of this introductory ordinance.

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### Attachments

Parking Intro Ord.  
Downtown Map

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**INTRODUCTORY ORDINANCE**

**PUBLIC HEARING AND INTRODUCTORY ORDINANCE AMENDING CHAPTER 19, MOTOR VEHICLE AND TRAFFIC, ARTICLE VIII, STOPPING, STANDING OR PARKING, OF THE LAREDO CODE OF ORDINANCES SECTION 19-355, BY ADDING TIME LIMITS TO SUBSECTION (B); SEC. 19-360 SUBSECTION (A) (1) BY REVISING BOUNDARIES; SUBSECTION (A) 3 BY REVISING LENGTH OF TIME, SUBSECTION (A) (4) BY EXCLUDING BOUNDARIES, AND ADDING SUBSECTION (5); SUBSECTION (B) BY REVISING HOURS OF OPERATIONS, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.**

**WHEREAS**, the City of Laredo is a Home Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the Parking Enforcement Division of the Traffic Department is the authority in charge of applying the ordinances and regulations governing parking meter operations in the City of Laredo; and

**WHEREAS**, the changes effectuated by this ordinance are in the best interest of the citizens of the City of Laredo; and

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

**Sec. 19-355. Administrative adjudication of stopping, standing and parking violations**

(b) Fines for parking violations. In the event that a vehicle is parks in violation of the provisions of this article, the owner or person with control over the vehicle shall be subject to a penalty. The penalty for a violation of this article shall be dependent on the particular violation and shall be by fine only. The schedule of civil fines as penalty for violations of this article is as follows:

Parking Violation	<u>Time Limits</u>	Parking Fine If Paid Within 14 Days	Proposed Additional Fine After 14 Days	Proposed Additional Fine After 60 Days
Expired Meter	Every Hour	\$10.00	\$10.00	\$10.00
No Parking (Loading Zone)	30 Minutes	\$20.00	\$10.00	\$10.00
No Parking	30 Minutes	\$20.00	\$10.00	\$10.00

Blocking Driveway	30 Minutes	25.00	\$10.00	\$10.00
Parked within 20 Feet of Intersection	Every Hour	25.00	\$10.00	\$10.00
Double Parked	30 Minutes	\$20.00	\$10.00	\$10.00
Parked in Red Curb	Every Hour	\$40.00	\$10.00	\$10.00
Parked in a Fire Zone	Every Hour	\$50.00	\$10.00	\$10.00
Parking within 15 Feet of Fire Hydrant	Every Hour	\$50.00	\$10.00	\$10.00
Parked in a Disabled Space	One Daily same Location	\$500.00	\$10.00	\$10.00
Disabled Parking Violation	One Daily same Location	\$250.00	\$10.00	\$10.00
Blocking Crosswalk	Every Hour	\$20.00	\$10.00	\$10.00
Blocking Alley	Every Hour	\$20.00	\$10.00	\$10.00
Parked over 18 Inches from Curb	Every Hour	\$20.00	\$10.00	\$10.00
Parked on Sidewalk	Every Hour	\$20.00	\$10.00	\$10.00
Parked in Taxi Stand (No Parking)	30 Minutes	\$25.00	\$10.00	\$10.00
Parked Between Two Meter Spaces	Every Hour	\$20.00	\$10.00	\$10.00
Parked within 50 Feet of Railroad Crossing	Every Hour	\$25.00	\$10.00	\$10.00
Obstructing Flow of Traffic	30 Minutes	\$25.00	\$10.00	\$10.00

Parked Against Traffic Flow	Every Hour	\$25.00	\$10.00	\$10.00
Oversized Vehicle	One Daily	125.00	\$10.00	\$10.00
Commercial Vehicle Parked in Residential Area	One Daily	\$65.00	\$10.00	\$10.00
Other	Every Hour	\$15.00	\$10.00	\$10.00

**Sec. 19-360. - Parking meters.**

- (a) The following length of time for parking a vehicle in a parking space and the amount of money charged for such length of time, respectively, for so using parking spaces, are hereby established:
- (1) Four (4) minutes for each nickel, eight (8) minutes for each dime, twenty, (20) minutes for each quarter with a two-hour maximum parking limit for parking meters installed in the following streets Matamoros Street, Farragut Street, Hidalgo Street, Lincoln Street, Iturbide Street, Grant Street, Zaragoza Street, between Santa Ursula Avenue on the east and San Bernardo on the west and also including the 1500, and 1600 blocks of Water Street and on the following avenues all east of Santa Maria which include San Dario Avenue, Santa Ursula Avenue, San Bernardo Avenue.
  - (3) Two (2) minutes for each nickel, five (5) minutes for each dime, twelve (12) minutes for each quarter, with a four-hour-maximum parking limit for all parking meters in city parking lots installed within the established parking meter zones.
  - (4) Four (4) minutes for each nickel, eight (8) minutes for each dime, twenty (20) minutes for each quarter, with a four-hour maximum parking limit for parking meters installed in the following streets and avenues: Scott Street, Moctezuma Street, Washington Street, Victoria Street, Houston Street, between Santa Ursula Avenue on the east and Santa Maria Avenue on the west, also on the following avenues north of Houston Street which include San Eduardo Avenue, San Dario Avenue, Santa Ursula Avenue, San Bernardo Avenue, San Agustin Avenue, Flores Avenue, Convent Avenue, Salinas Avenue, and Juarez Avenue. Excludes: Houston, Victoria, Washington between San Agustin on the east and Convent on the west, Convent, Flores, and San Agustin between Houston on the south and Moctezuma on the north.
- (b) Said parking meters shall be operated in said parking meter zones every day between the hours of 8:00 a.m. and 9:00 p.m., Central Standard Time or other standard time established or proclaimed by the United States for an area including the city, except Sundays and holidays; provided however, that within the meaning of this section the term "holiday" shall include the following days only: the first day of January, the fourth of July, the first Monday in September, the twenty-fifth day of December, and the day designated and set aside by the President of the United States as a day of Thanksgiving and all other holidays observed by the City of Laredo.
- (5) Two (2) minutes for each nickel, five (5) minutes for each dime, twelve (12) minutes for each quarter, with a two-hour maximum parking limit for parking meters installed in the following streets: Farragut Street, Hidalgo Street, Lincoln Street, Iturbide Street, Grant Street, Zaragoza Street, between San Bernardo on the east and Santa Maria Avenue on the west. San Agustin, Flores, Convent, Salinas, Juarez, and Santa Maria between Zaragoza on the south and Farragut on the north. Four-hour maximum parking limit for parking meters installed in the

following streets and avenues: Houston, Victoria, Washington between San Agustin on the east and Convent on the west, Convent, Flores, and San Agustin between Houston on the south and Moctezuma on the north.

**Section 2.** This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**Section 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 4.** The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

**Section 5.** This Ordinance shall take effect immediately upon passage.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE**

**\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**MAYOR**

\_\_\_\_\_  
**PETE SAENZ**

**ATTESTED:**

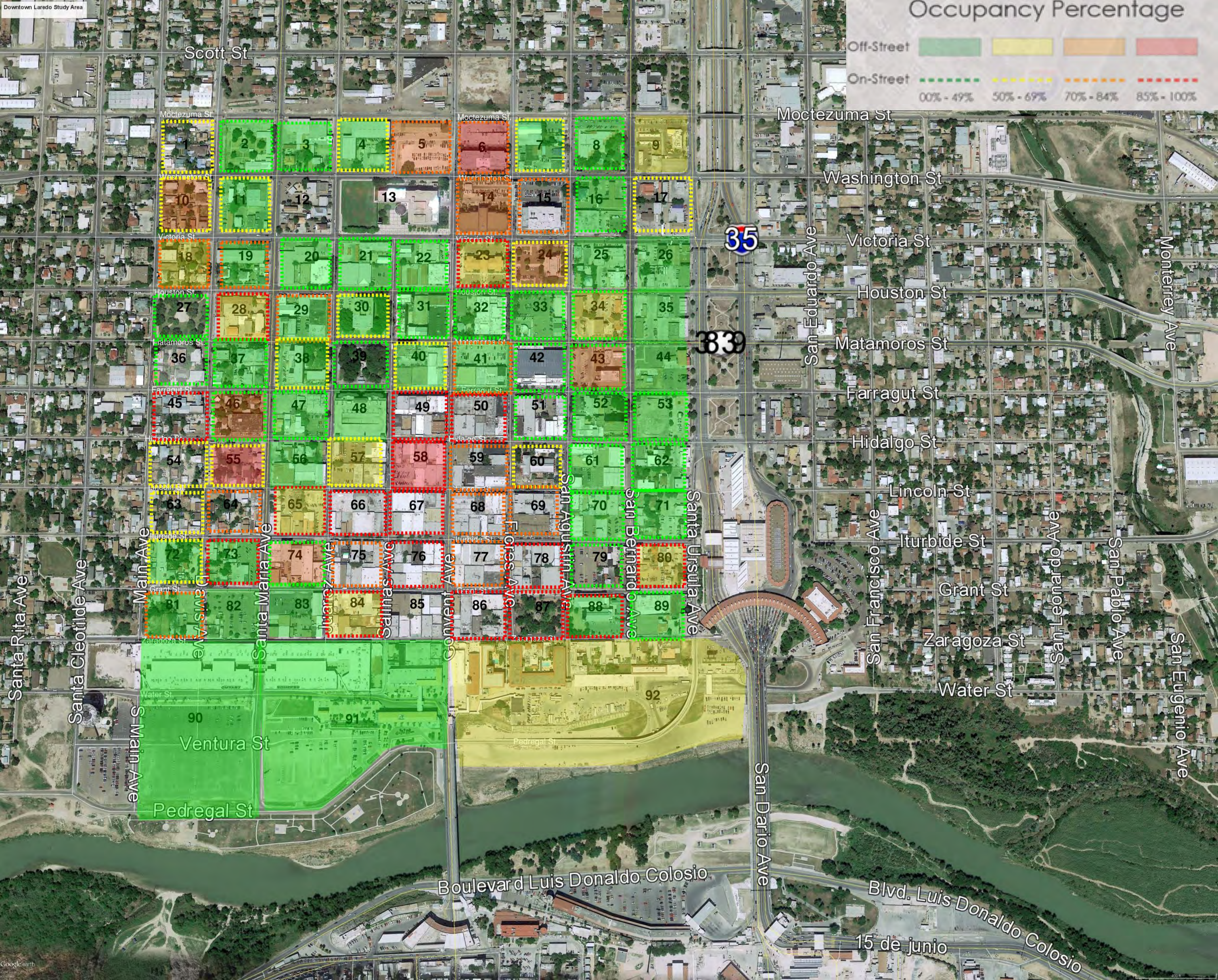
\_\_\_\_\_  
**JOSE A. VALDEZ, JR.**  
**CITY SECRETARY**

**APPROVED AS TO FORM:**

**BY: \_\_\_\_\_**  
**KRISTINA K. LAUREL HALE**  
**CITY ATTORNEY**



# Occupancy Percentage



## Introductory Ordinances 2.

### City Council-Regular

**Meeting Date:** 06/17/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Staff Source:** Arturo Garcia, CD Director and Elsa Hinojosa, LMH Executive Director

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### **SUBJECT**

An Ordinance of the City of Laredo, Texas, establishing rental rates and tenant policies at the Fernando A. Salinas Elderly Rental Housing projects located at 1803 and 1806 Juarez Avenue; providing for rents to be in compliance and charged at HOME rent limits; occupancy to be limited to persons aged 62 years or older with incomes at or below 60% of the area median income as set annually by the U.S. Department of Housing and Urban Development; and leasing of the units on a first come first serve basis.

### **VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

### **PREVIOUS COUNCIL ACTION**

On 12/3/2018 City Council approved award of construction contract to Davila Contractors, Inc., in the amount of \$405,000.

### **BACKGROUND**

The City of Laredo is constructing seven efficiency rental housing units located at 1803 and 1806 Juarez Avenue known as the Fernando A. Salinas Elderly Rental Housing. These rental units were funded in great through the U.S. Department of Housing and Urban Development's HOME Investment Partnerships Program and Laredo Municipal Housing Enterprise funds. As such, the rental of these units must benefit persons of low income and provide for affordable rents in compliance with HOME program rules and regulations.

Proposed is initial rent of \$400 per month for each efficiency unit; water included. The rental rates are subject to change as HOME program rents are set annually by the U.S. Department of Housing and Urban Development (HUD).

Based on the great need that exists in the community to provide affordable housing to elderly individuals in the City of Laredo, it is proposed that occupancy of the units be limited to persons 62 years of age or older who are of low income with incomes at or below 60% of the area median income as set annually by HUD.

### **COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

That this Ordinance be introduced.

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**Attachments**

IO Juarez Prop Establish Rents

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**ORDINANCE NO. 2019-O-XX**

**AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, ESTABLISHING THE RENTAL RATES AND TENANT POLICIES AT THE FERNANDO A. SALINAS ELDERLY RENTAL HOUSING PROJECTS LOCATED AT 1803 AND 1806 JUAREZ AVENUE; PROVIDING FOR RENTS TO BE IN COMPLIANCE AND CHARGED AT HOME RENT LIMITS; OCCUPANCY TO BE LIMITED TO PERSONS AGED 62 YEARS OR OLDER WITH INCOMES AT OR BELOW 60% OF THE AREA MEDIAN INCOME AS SET ANNUALLY BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND LEASING OF THE UNITS ON A FIRST COME FIRST SERVE BASIS.**

**WHEREAS**, the City of Laredo is constructing a total of seven efficiency rental housing units located at 1803 and 1806 Juarez Avenue known as the Fernando A. Salinas Elderly Rental Housing; and

**WHEREAS**, the rental housing units were funded in great through the U.S. Department of Housing and Urban Development's HOME Investment Partnerships Program funds; and

**WHEREAS**, the rental units being constructed must benefit persons of low income and provide for affordable rents in compliance with HOME program rules and regulations; and

**WHEREAS**, there exists a great need in the community to provide affordable housing to elderly individuals in the City of Laredo; and

**WHEREAS**, the initial proposed monthly rental fees will be \$400.00 for each efficiency unit with water included.

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

**Section 1:** Rental rates and tenant policies for the Fernando A. Salinas Elderly Rental Housing project located at 1803 and 1806 Juarez Avenue be established providing for rents to be in compliance and charged at HOME rent limits; occupancy be limited to persons aged 62 years or older with incomes at or below 60% of the area median income as set annually by the U.S. Department of Housing and Urban Development and leasing of the rental units on a first come first serve basis.

**Section 2:** The monthly rental rates for each efficiency unit shall be established at \$400.00 dollars per month.

**Section 3:** The deposit amounts for new tenants will be established at the same rate as the rental amount.

**Section 4:** The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as the covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent.

**Section 5:** If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**Section 6:** This ordinance shall take effect immediately from and after its passage, and publication of the caption, as the law and charter in such case provide.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

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**PETER SAENZ  
MAYOR**

**ATTEST:**

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

**APPROVED AS TO FORM:**

**KRISTINA L. HALE  
CITY ATTORNEY**

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**BY: XAVIER CHARLES  
ASSISTANT CITY ATTORNEY**

## Introductory Ordinances 3.

### City Council-Regular

**Meeting Date:** 06/17/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Staff Source:** Arturo Garcia, CD Director and Elsa Hinojosa, LMH Executive Director

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### SUBJECT

An Ordinance of the City of Laredo, Texas, amending Ordinance No. 2015-O-131 which provides for the rental rate structure of the Downtown Elderly Duplexes located at 1901 Farragut Street. This amendment increases the monthly rental fee amounts effective October 1, 2019 and establishing the following rates: \$425.00 for a one bedroom unit and \$500.00 for a two bedroom unit. It is necessary to increase the existing monthly rates in order to cover for additional operational costs associated with maintenance, repairs, and improvements for current duplexes; providing security deposits for new tenants on or after October 1, 2019 will be established at the same rate as the rental amount; repealing all ordinances or parts of ordinances in conflict herewith; providing a severability clause; and providing an effective date.

### VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

### PREVIOUS COUNCIL ACTION

On September 15, 2015, City Council approved Ordinance No. 2015-O-131 to establish rental rates and policies at the Downtown Elderly Duplexes.

### BACKGROUND

The City of Laredo constructed four (4) rental housing units in 2015 consisting of two - 2 bedroom units and two - 1 bedroom units located at 1901 Farragut Street; water included. These rental units were funded in great through the U.S. Department of Housing and Urban Development's HOME Investment Program and Laredo Municipal Housing Enterprise funds. As such, these rental units must benefit persons of low income and provide for affordable rents in compliance with HOME program rules and regulations.

<b>DOWNTOWN ELDERLY RENTAL HOUSING</b>	<b>CURRENT RENT</b>	<b>RENT INCREASE</b>	<b>PROPOSED RENT (Effective 10/01/19)</b>
<b>1901 Farragut Unit A</b>	\$402	\$23	\$425
<b>1901 Farragut Unit B</b>	\$479	\$21	\$500
<b>1901 Farragut Unit C</b>	\$479	\$21	\$500
<b>1901 Farragut Unit D</b>	\$402	\$23	\$425

The rental rate limits are subject to change annually as HOME program rents are set by the U.S. Department of Housing and Urban Development (HUD).

Occupancy of the units is limited to persons 62 years of age and older who are of very low income with incomes at or below 50% of the area median income as set annually by HUD based on the great need that exists in the community to provide affordable housing to elderly individuals in the City of Laredo.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

That this Ordinance be introduced.

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**Attachments**

IO 1901 Farragut Dup Rent Increase

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**ORDINANCE NO. 2019-O-XX**

**AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING ORDINANCE NO. 2015-O-131 WHICH PROVIDES FOR THE RENTAL RATE STRUCTURE FOR THE DOWNTOWN ELDERLY DUPLEXES LOCATED AT 1901 FARRAGUT STREET. THIS AMENDMENT INCREASES THE MONTHLY RENTAL FEE AMOUNTS EFFECTIVE OCTOBER 1, 2019 AND ESTABLISHING THE FOLLOWING RATES: \$425.00 FOR A ONE BEDROOM UNIT AND \$500.00 FOR A TWO BEDROOM UNIT. IT IS NECESSARY TO INCREASE THE EXISTING MONTHLY RENTAL RATES IN ORDER TO COVER FOR ADDITIONAL OPERATIONAL COSTS ASSOCIATED WITH MAINTENANCE, REPAIRS, AND IMPROVEMENTS FOR CURRENT DUPLEXES; PROVIDING SECURITY DEPOSITS FOR NEW TENANTS ON OR AFTER OCTOBER 1, 2019 WILL BE ESTABLISHED AT THE SAME RATE AS THE RENTAL AMOUNT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Laredo Municipal Housing (LMH) currently manages 4 elderly housing units located at 1901 Farragut St. known as the Downtown Elderly Duplexes; and

**WHEREAS**, on September 15, 2015 City Council authorized to establish rental rates and tenant policies for the Downtown Elderly rental housing project providing for rents to be in compliance and charged at low HOME rent limits; occupancy to be limited to persons aged 62 years or older with incomes at low or below 50% of the Area Median Income as set annually by the U.S. Department of Housing and Urban Development; and leasing of the units on a first come first serve basis; and

**WHEREAS**, the City Council finds that it is necessary to increase the existing monthly rental rates for all units at the Downtown Elderly Duplexes by \$23.00 for a one-bedroom unit and \$21.00 for a two-bedroom unit, water included, in order to cover for additional operational costs associated with the maintenance, repair, and improvements for current duplexes; and

**WHEREAS**, the rents being proposed remain lower and more affordable in comparison to other similarly sized rentals in the Laredo market; and

**WHEREAS**, the City Council finds that amending of the rental fee structure is in the best interest of the community as it will ensure that adequate housing for low-income households is provided in the City.



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

**Section 1:** Effective October 1, 2019, the rental fee structure at the Downtown Elderly Duplexes is hereby increased by \$23.00 for a one-bedroom unit and \$21.00 for a two-bedroom unit to the following amounts: \$425.00 for a 1-bedroom unit and \$500.00 for a 2- bedroom unit, water included.

**Section 2:** The deposit amounts for new tenants will be established at the same rate as the rental amount.

**Section 3:** The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as the covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent.

**Section 4:** If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**Section 5:** This ordinance shall take effect immediately from and after its passage, and publication of the caption, as the law and charter in such case provide.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

\_\_\_\_\_  
**PETER SAENZ**  
**MAYOR**

**ATTEST:**

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

**APPROVED AS TO FORM:**

**KRISTINA L. HALE**

**CITY ATTORNEY**

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**BY: XAVIER CHARLES**  
**ASSISTANT CITY ATTORNEY**

**City Council-Regular**

**Meeting Date:** 06/17/2019

**Staff Source:** Ramon E. Chavez, P.E., City Engineer

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**SUBJECT**

**2019-O-090** Amending the City of Laredo's Capital Grant Fund FY2019 Budget by appropriating revenues and expenditures in the amount of \$1,101,600.00. Revenue will be from the Fixing America's Surface Transportation (FAST) Grant in the amount of \$816,000.00 and local match of \$285,600.00 for shared use path within the right of way along Plum Street, connecting K Tarver Elementary and Nixon High School located in District 4, and along Mier Street & Loring Avenue connecting Lamar Middle School and St. Augustine High School located in District 3. Acknowledging the availability of fund to pay all up-front costs, since the Transportations Alternative (TA) Program is a cost reimbursement program as outlined in the MPO Transportation Alternatives Program Guidance and Application Packet for 2019 authorized under the (FAST) Act.

**PREVIOUS COUNCIL ACTION**

On June 3, 2019 City Council approved by motion a public hearing and introductory ordinance.

**BACKGROUND**

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**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Approval of this motion.

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## Final Reading of Ordinances 5.

### City Council-Regular

Meeting Date: 06/17/2019

Staff Source: Vanessa Guerra, Acting Planning Director, Rafael Vidaurri, Planner

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### SUBJECT

**2019-O-091** An ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 26.61 acres, more or less, located north of Wormser Rd. and east of Loop 20/Cuatro Vientos Rd., providing for effective date of the ordinance, authorizing the Co-Interim City Managers to execute a contract adopting a service plan for annexed territory, and establishing the initial zoning of AG (Agriculture District). Staff recommends approval. **(As Amended)**

### PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Dr. Marte A. Martinez at the regular Council Meeting of June 3, 2019.

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the Co-Interim City Managers to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

### BACKGROUND

The original petition for annexation called for a 478.31 acre tract. As per the petitioners request of May 30, 2019, the tract was reduced from 478.31 acres to 26.61 acres. This reduced acreage is contained within the original 478.31 acres and is contiguous to the corporate limits of the City of Laredo as required by Chapter 43 of the Texas Local Government Code.

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings were held on May 6, 2019. The petition for annexation was presented before the Planning and Zoning Commission on May 16, 2019. The petition for annexation was subsequently presented before City Council for public hearing and introduction of an ordinance on June 3, 2019. Tract 1 is as follows:

Voluntary Annexation:

Tract 1 - 26.61 acres, more or less, located north of Wormser Rd. and east of Loop 20/Cuatro Vientos Rd.

Petitioner: Raul Valdez

### **COMMITTEE RECOMMENDATION**

Planning and Zoning Commission recommended approval of the initial zoning for annexation.

Planning and Zoning Commission recommended approval of the annexation.

### **IMPACT ANALYSIS**

The financial implication is outlined in the Annexation Feasibility Analysis.

Proposed use: Residential

Site: Vacant undeveloped land.

Surrounding land uses: West of the property is the Cuatro Vientos East Wright Ranch Subdivision, Phase II. North, south, and east of the property is vacant undeveloped land.

Comprehensive Plan: The future Land Use Map identifies this tract as Low Density Residential, Medium Density Residential, High Density Residential, and Light Commercial.

Transportation Plan: The Long Range Thorough Plan identifies Loop 20/Cuatro Vientos Rd. as an Expressway. Wormser Rd. is not identified on the Plan.

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

### **STAFF RECOMMENDATION**

Planning and Zoning staff recommends approval of the initial zoning for the annexation.

Planning and Zoning staff recommends approval of the annexation.

AG (Agricultural District):

The purpose of the AG (Agricultural District) is to provide an area for agricultural pursuits protected from infringement of urban development.

Is this initial zoning contrary to the established land use pattern?

No. The land immediately to the north and west is zoned R-1A (Single Family Reduced Area District). The land to the east and south is unzoned.

Would the initial zoning create an isolated zoning district unrelated to surrounding district? No. The tracts to the north and west of this property are zoned R-1A. The land to the east and south is unzoned.

Will this initial zoning adversely influence living conditions in the neighborhood? No. There are no residential neighborhoods in the area that would be negatively impacted with the proposed zoning.

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

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## Final Reading of Ordinances 6.

### City Council-Regular

Meeting Date: 06/17/2019

Staff Source: Vanessa Guerra, Acting Planning Director, Rafael Vidaurri, Planner

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### SUBJECT

**2019-O-092** An ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 328.98 acres, more or less, located south of Wormser Rd. and east of Loop 20/Cuatro Vientos Rd., providing for effective date of the ordinance, authorizing the Co-Interim City Managers to execute a contract adopting a service plan for annexed territory, and establishing the initial zoning of AG (Agriculture District). Staff recommends approval. **(As Amended)**

### PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Dr. Marte A. Martinez at the regular Council Meeting of June 3, 2019.

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the Co-Interim City Managers to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

### BACKGROUND

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings were held on May 6, 2019. The petition for annexation was presented before the Planning and Zoning Commission on May 16, 2019. The petition for annexation was subsequently presented before City Council for public hearing and introduction of an ordinance on June 3, 2019. Tract 2 is as follows:

Voluntary Annexation:

Tract 2 - 328.98 acres, more or less, located south of Wormser Rd. and east of Loop 20/Cuatro Vientos Rd.

Petitioner: Raul Valdez

### COMMITTEE RECOMMENDATION

Planning and Zoning Commission recommended approval of the initial zoning for annexation.

Planning and Zoning Commission recommended approval of the annexation.

#### IMPACT ANALYSIS

The financial implication is outlined in the Annexation Feasibility Analysis.

Proposed use: Residential

Site: Vacant undeveloped land.

Surrounding land uses: The property is surrounded by vacant undeveloped land.

Comprehensive Plan: The future Land Use Map identifies this tract as Low Density Residential, Medium Density Residential, High Density Residential, and Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Loop 20/Cuatro Vientos Rd. as an Expressway. Wormser Rd. is not identified on the Plan.

Letters sent to surrounding property owners: 3                      In Favor: 0      Opposed: 0

#### **STAFF RECOMMENDATION**

Planning and Zoning staff recommends approval of the initial zoning for the annexation as it is in compliance with the Comprehensive Plan.

Planning and Zoning staff recommends approval of the annexation.

AG (Agricultural District):

The purpose of the AG (Agricultural District) is to provide an area for agricultural pursuits protected from infringement of urban development.

Is this initial zoning contrary to the established land use pattern?

No. The land immediately to the north and west is zoned R-1A (Single Family Reduced Area District). The land to the east and south is unzoned.

Would the initial zoning create an isolated zoning district unrelated to surrounding district? No. The land immediately to the northwest is zoned R-1A (Single Family Reduced Area District). The land to the south and east is unzoned.

Will this initial zoning adversely influence living conditions in the neighborhood? No. There are no residential neighborhoods in the area that would be negatively impacted with the proposed zoning.

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



existing zoning? N/A

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## Final Reading of Ordinances 7.

### City Council-Regular

Meeting Date: 06/17/2019

Staff Source: Vanessa Guerra, Acting Planning Director, Rafael Vidaurri, Planner

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### SUBJECT

**2019-O-093** An ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 6.26 acres, more or less, located north of FM 1472 and west of Copper Mine Rd., providing for effective date of the ordinance, authorizing the Co-Interim City Managers to execute a contract adopting a service plan for annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District). Staff recommends approval. **(As Amended)**

### PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Dr. Marte A. Martinez at the regular Council Meeting of June 3, 2019.

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the Co-Interim City Managers to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

### BACKGROUND

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings were held on May 6, 2019. The petition for annexation was presented before the Planning and Zoning Commission on May 16, 2019. The petition for annexation was subsequently presented before City Council for public hearing and introduction of an ordinance on June 3, 2019. Tract 2 is as follows:

Voluntary Annexation:

Tract 3 - 6.26 acres, more or less, located north of FM 1472 and west of Copper Mine Rd.

Petitioner: Group Centro, LTD

### COMMITTEE RECOMMENDATION

Planning and Zoning Commission recommended approval of the initial zoning for annexation.

Planning and Zoning Commission recommended approval of the annexation.

#### IMPACT ANALYSIS

The financial implication is outlined in the Annexation Feasibility Analysis.

Proposed use: Light Industrial

Site: Vacant undeveloped land.

Surrounding land uses: The land abutting the property to the north and west is vacant. The land to the east is industrial.

Comprehensive Plan: The future Land Use Map identifies this tract as Light Industrial.

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472 as an Expressway.

Letters sent to surrounding property owners: 7                      In Favor: 1            Opposed: 1

#### **STAFF RECOMMENDATION**

Planning and Zoning staff recommends approval of the initial zoning for the annexation as it is in compliance with the Comprehensive Plan.

Planning and Zoning staff recommends approval of the annexation.

M-1 (Light Manufacturing District):

The purpose of the M-1 (Light Manufacturing District) is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.

Is this initial zoning contrary to the established land use pattern?

No. The land immediately to the north and west is unzoned. The land to the east and south is zoned AG.

Would the initial zoning create an isolated zoning district unrelated to surrounding district? No. The land immediately to the north and west is **unzoned**. The land to the east and south is zoned AG.

Will this initial zoning adversely influence living conditions in the neighborhood? No. There are no residential neighborhoods in the area that would be negatively impacted

with the proposed zoning.

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

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## Final Reading of Ordinances 8.

### City Council-Regular

Meeting Date: 06/17/2019

Staff Source: Vanessa Guerra, Acting Planning Director, Rafael Vidaurri, Planner

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### SUBJECT

**2019-O-094** An ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 76.22 acres, more or less, located north of FM 1472 and west of FM 3338/Las Tiendas Rd., providing for effective date of the ordinance, authorizing the Co-Interim City Managers to execute a contract adopting a service plan for annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District). Staff recommends approval. **(As Amended)**

### PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Dr. Marte A. Martinez at the regular Council Meeting of June 3, 2019.

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the Co-Interim City Managers to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

### BACKGROUND

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings were held on May 6, 2019. The petition for annexation was presented before the Planning and Zoning Commission on May 16, 2019. The petition for annexation was subsequently presented before City Council for public hearing and introduction of an ordinance on June 3, 2019. Tract 2 is as follows:

Voluntary Annexation:

Tract 4 - 76.22 acres, more or less, located north of FM 1472 and west of FM 3338/Las Tiendas Rd.

Petitioner: InSite Development Services, LLC

### COMMITTEE RECOMMENDATION

Planning and Zoning Commission recommended approval of the initial zoning for annexation.

Planning and Zoning Commission recommended approval of the annexation.

#### IMPACT ANALYSIS

The financial implication is outlined in the Annexation Feasibility Analysis.

Proposed use: Light Manufacturing

Site: Vacant undeveloped land.

Surrounding land uses: North, south and east of the property is vacant undeveloped land. West of the property is light industrial.

Comprehensive Plan: The future Land Use Map identifies this tract as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472 and FM 3338/Las Tiendas Rd as an Expressway.

Letters sent to surrounding property owners: 3                      In Favor: 0            Opposed: 0

#### **STAFF RECOMMENDATION**

Planning and Zoning staff recommends approval of the initial zoning for the annexation as it is in compliance with the Comprehensive Plan.

Planning and Zoning staff recommends approval of the annexation.

M-1 (Light Manufacturing District):

The purpose of the M-1 (Light Manufacturing District) is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.

Is this initial zoning contrary to the established land use pattern?

No. The land immediately to the south is zoned AG (Agriculture District). The land to the north, east and west is unzoned.

Would the initial zoning create an isolated zoning district unrelated to surrounding district? No. The land immediately to the south is zoned AG. The land to the north, east, and west is unzoned.

Will this initial zoning adversely influence living conditions in the neighborhood? No.

There are no residential neighborhoods in the area that would be negatively impacted

with the proposed zoning.

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

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## Final Reading of Ordinances 9.

### City Council-Regular

Meeting Date: 06/17/2019

Staff Source: Vanessa Guerra, Acting Planning Director, Rafael Vidaurri, Planner

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### SUBJECT

**2019-O-095** An ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 24.43 acres, more or less, located east of Max Mandel Golf Course and west of FM 1472, providing for effective date of the ordinance, authorizing the Co-Interim City Managers to execute a contract adopting a service plan for annexed territory, and establishing the initial zoning of R-1 (Single Family Residential District). Staff recommends approval. **(As Amended)**

### PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Dr. Marte A. Martinez at the regular Council Meeting of June 3, 2019.

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the Co-Interim City Managers to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

### BACKGROUND

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings were held on May 6, 2019. The petition for annexation was presented before the Planning and Zoning Commission on May 16, 2019. The petition for annexation was subsequently presented before City Council for public hearing and introduction of an ordinance on June 3, 2019. Tract 2 is as follows:

Voluntary Annexation:

Tract 5 - 24.43 acres, more or less, located east of Max Mandel Municipal Golf Course and west of FM 1472.

Petitioner: Manuel Gonzalez

### COMMITTEE RECOMMENDATION



Planning and Zoning Commission recommended approval of the initial zoning for annexation.

Planning and Zoning Commission recommended approval of the annexation.

#### IMPACT ANALYSIS

The financial implication is outlined in the Annexation Feasibility Analysis.

Proposed use: Residential

Site: Vacant undeveloped land.

Surrounding land uses: West of the property is the Max Mandel Municipal Golf Course. North, south, and east of the property is vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map identifies this tract as Low Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472 as an Expressway.

Letters sent to surrounding property owners: 10

In Favor: 1

Opposed: 0

#### **STAFF RECOMMENDATION**

Planning and Zoning staff recommends approval of the initial zoning for the annexation as it is in compliance with the Comprehensive Plan.

Planning and Zoning staff recommends approval of the annexation.

R-1 (Single Family Residential District):

The purpose of the R-1 (Single Family Residential District) is to provide an area for residential uses and those public and semi-public uses normally considered and integral part of the residential neighborhood they serve.

Is this initial zoning contrary to the established land use pattern?

No. The land immediately to the north and west is zoned B-3 (Community Business District). The land to the east and south is unzoned.

Would the initial zoning create an isolated zoning district unrelated to surrounding district? No. The land immediately to the north and west is zoned B-3 (Community Business District). The land

to the east and south is unzoned.

Will this initial zoning adversely influence living conditions in the neighborhood? No.

There are no residential neighborhoods in the area that would be negatively impacted with the proposed zoning.

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

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## Final Reading of Ordinances 10.

### City Council-Regular

Meeting Date: 06/17/2019

Staff Source: Vanessa Guerra, Acting Planning Director, Rafael Vidaurri, Planner

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### SUBJECT

**2019-O-096** An ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 1.5 acres, more or less, located north of FM 1472 and east of Lampazos Loop, providing for effective date of the ordinance, authorizing the Co-Interim City Managers to execute a contract adopting a service plan for annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District). Staff recommends approval. **(As Amended)**

### PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Dr. Marte A. Martinez at the regular Council Meeting of June 3, 2019.

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the Co-Interim City Managers to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

### BACKGROUND

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings were held on May 6, 2019. The petition for annexation was presented before the Planning and Zoning Commission on May 16, 2019. The petition for annexation was subsequently presented before City Council for public hearing and introduction of an ordinance on June 3, 2019. Tract 2 is as follows:

Voluntary Annexation:

Tract 6 - 1.5 acres, more or less, located north of FM 1472 and east of Lampazos Loop.

Petitioner: Mario Palos Garza

### COMMITTEE RECOMMENDATION

Planning and Zoning Commission recommended approval of the initial zoning for annexation.

Planning and Zoning Commission recommended approval of the annexation.

#### IMPACT ANALYSIS

The financial implication is outlined in the Annexation Feasibility Analysis.

Proposed use: Industrial

Site: Vacant undeveloped land.

Surrounding land uses: The tract is located within the Pinto Valle Industrial Park Phase I. North, west, and south of the property is vacant land. East of the property is a transportation business.

Comprehensive Plan: The future Land Use Map identifies this tract as Light Industrial.

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472 as an Expressway. Lampazos Loop is not identified on the Plan.

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

#### **STAFF RECOMMENDATION**

Planning and Zoning staff recommends approval of the initial zoning for the annexation as it is in compliance with the Comprehensive Plan.

Planning and Zoning staff recommends approval of the annexation.

M-1 (Light Manufacturing District):

The purpose of the M-1 (Light Manufacturing District) is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.

Is this initial zoning contrary to the established land use pattern?

No. This tract is located in an industrial park. The tracts immediately to the west and south are zoned M-1. The tracts to the north and east are unzoned.

Would the initial zoning create an isolated zoning district unrelated to surrounding district? No. This tract is located in an industrial park. The tracts immediately to the west and south are zoned

M-1. The tracts to the north and east are **unzoned**.

Will this initial zoning adversely influence living conditions in the neighborhood? No.

There are no residential neighborhoods in the area that would be negatively impacted with the proposed zoning.

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

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## Final Reading of Ordinances 11.

### City Council-Regular

Meeting Date: 06/17/2019

Staff Source: Vanessa Guerra, Acting Planning Director, Rafael Vidaurri, Planner

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### SUBJECT

**2019-O-097** An ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 8.87 acres, more or less, located north of Anahuac Dr. and east of Pinto Valle Dr., providing for effective date of the ordinance, authorizing the Co-Interim City Managers to execute a contract adopting a service plan for annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District). Staff recommends approval. **(As Amended)**

### PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Dr. Marte A. Martinez at the regular Council Meeting of June 3, 2019.

On April 15, 2019, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the Co-Interim City Managers to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

### BACKGROUND

Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first and second public hearings were held on May 6, 2019. The petition for annexation was presented before the Planning and Zoning Commission on May 16, 2019. The petition for annexation was subsequently presented before City Council for public hearing and introduction of an ordinance on June 3, 2019. Tract 2 is as follows:

Voluntary Annexation:

Tract 7 - 8.87 acres, more or less, located north of Anahuac Dr. and east of Pinto Valle Dr.

Petitioner: Marcelino Flores

### COMMITTEE RECOMMENDATION

Planning and Zoning Commission recommended approval of the initial zoning for annexation.

Planning and Zoning Commission recommended approval of the annexation.

#### IMPACT ANALYSIS

The financial implication is outlined in the Annexation Feasibility Analysis.

Proposed use: Industrial

Site: Vacant undeveloped land.

Surrounding land uses: The tract is located within the Pinto Valle Industrial Park Phase I. North, west, and south of the property is vacant land. Southeast of the property is a transportation business.

Comprehensive Plan: The future Land Use Map identifies this tract as Light Industrial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Pinto Valle Dr. as a Major Arterial. Anahuac Dr. is not identified on the Plan.

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

#### **STAFF RECOMMENDATION**

Planning and Zoning staff recommends approval of the initial zoning for the annexation as it is in compliance with the Comprehensive Plan.

Planning and Zoning staff recommends approval of the annexation.

M-1 (Light Manufacturing District):

The purpose of the M-1 (Light Manufacturing District) is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.

Is this initial zoning contrary to the established land use pattern?

No. This tract is located in an industrial park. The tracts immediately to the west and south are zoned M-1. The tracts to the north, east and west are unzoned. The tracts to the near south are zoned M-1.

Would the initial zoning create an isolated zoning district unrelated to surrounding district? No. This tract is located in an industrial park. The tracts immediately to the west and south are zoned

M-1. The tracts to the north, east and west are **unzoned**. The tracts to the near south are zoned M-1.

Will this initial zoning adversely influence living conditions in the neighborhood? No. There are no residential neighborhoods in the area that would be negatively impacted with the proposed zoning.

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

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**City Council-Regular**

**Meeting Date:** 06/17/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Staff Source:** Riazul I. Mia, P.E., CFM - Utilities Director

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**SUBJECT**

**2019-O-098** Authorizing the Co-Interim City Managers to accept a loan amount increase, on the State Energy Conservation Office (SECO) LoanSTAR loan Amendment No.1, in the amount of \$1,480,535.00 (One million four hundred eighty thousand five hundred thirty-five dollars) instead of \$1,033,558.00 (One million thirty three thousand five hundred fifty-eight dollars), and amending the City of Laredo's FY 2018-2019 Waterworks budget by appropriating the said revenue to the appropriate expenditure accounts. Funds received from lender pursuant to this agreement to be used for VFD'S and power factor correction implementation at Jefferson Water Treatment Plant as projects identified in attachment of the agreement.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

NONE

**PREVIOUS COUNCIL ACTION**

On June 03, 2019, the City Council Introduced the Ordinance to accept the SECO LoanSTAR amount increase.

On March 20, 2017, the City Council authorized (Resolution # 2017-R-34) the City Manager to submit the Loan STAR application.

On March 19, 2018, the City Council authorized by Ordinance 2018-O-49 for City Manager to accept the SECO Loan STAR application.

**BACKGROUND**

Under the State Energy Program (SEP), the Comptroller of Public Accounts (Comptroller) State Energy Conservation Office (SECO) is providing funding to energy related cost reductions retrofits for existing facilities. On February 23, 2018 SECO notified the City of Laredo of an award of \$1,033,558.00 from the State Energy Program. On April 05, 2019, bids were received for this project named High Service Pump VFD and Power Factor Correction Jefferson Street Water Treatment Plant in the amount of \$1,342,072.00 (contract not yet awarded), this amount exceeded the original loan amount dedicated for the project construction. The actual new loan amount with engineering fees, studies, project construction, and monitoring and validation is \$1,480,535.00. Please refer to Attachment – CL300 City of Laredo - Amendment 1 FINAL for further clarification.

**COMMITTEE RECOMMENDATION**

Approval of Motion

**STAFF RECOMMENDATION**

Approval of Motion

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**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** y  
**Source of Funds:** WATERWORKS REVENUES  
**Account #:** 557-4179-323-1019  
**Change Order: Exceeds 25% Y/N:** Y

**FINANCIAL IMPACT:**

Funds will be appropriated in the following Waterworks account in FY 17-18:  
Revenues SECO (557-4179-323-1019) \$1,480,535.00.

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**Attachments**

CL300 City of Laredo - Amendment 1 FINAL  
ORDINANCE 2019-O-098 for SECO Loan STAR 6-10-2019

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AMENDMENT NO. 1

TO

LOAN NO. CL300

BETWEEN

City of Laredo, (“Borrower”)  
5816 Daugherty  
Laredo, Texas 78041

AND

Texas Comptroller of Public Accounts, (“Lender”)  
State Energy Conservation Office  
LBJ State Office Building  
111 E. 17<sup>th</sup> Street, Room 1118  
Austin, Texas 78774-0100

**I. Recitals**

WHEREAS, Lender and Borrower entered into Loan Agreement No. CL300, (“Loan Agreement”) effective May 31, 2018 for a loan to public sector institutions for energy efficient projects related to the LoanSTAR Revolving Loan Program; and

WHEREAS, Lender and Borrower desire to extend the Project Completion Date to March 27, 2020, and to increase the total loan amount.

NOW, THEREFORE, Lender and Borrower hereby agree as follows:

**II. Amendments**

1. Section 2. Loan of Funds, is hereby deleted in its entirety and replaced with the following:

The Borrower hereby requests Lender and Lender hereby agrees, on the terms and conditions set forth in this Agreement, to establish a loan for the benefit of Borrower in an amount not to exceed **ONE MILLION FOUR HUNDRED EIGHTY THOUSAND FIVE HUNDRED THIRTY-FIVE AND 00/100 DOLLARS (\$1,480,535.00)** (hereinafter, “Loan”). Borrower shall expend all funds received from Lender pursuant to this Agreement only for the purpose of completion of the project (hereinafter, “Project”) described in the Loan Approval Statement attached hereto as Attachment A-1, the Engineering Report, and Borrower’s Loan Application. Borrower will submit reimbursement requests on a monthly basis. The Project shall be completed by March 27, 2020 (“Project Completion Date”). Lender reserves the right, in its sole discretion, to approve an extension requested by Borrower to extend the Project Completion Date for the Project; the Project Completion Date may be extended only on Lender’s prior written approval as provided in Section 13 of this Agreement.

2. Section 5. Payments, is hereby deleted in its entirety and replaced with the following:

Borrower shall repay the Loan, in full, in accordance with the replacement promissory note issued by Borrower (the “Note”) and the terms specified in the Loan Payment Schedule at Lender’s principal place of business in Austin, Texas, or at such other place as Lender may designate, the principal sum **ONE MILLION FOUR HUNDRED EIGHTY THOUSAND FIVE HUNDRED THIRTY-FIVE AND 00/100 DOLLARS (\$1,480,535.00)** or such lesser amount as shall equal the aggregate amount disbursed to Borrower by Lender under the terms of this Agreement together

with interest on the unpaid principal amount computed from the date of each disbursement to Borrower until repaid in full at the rate of two percent (2%) per annum.

3. Attachment A-1, Loan Approval Statement, is hereby deleted in its entirety and replaced with the revised Attachment A-1, Loan Approval Statement, attached hereto.
4. Attachment A-2, Promissory Note, is hereby deleted, discharged and released in its entirety and replaced with the Attachment A-2, Replacement Promissory Note, attached hereto.

### **III. Terms and Conditions**

1. This Amendment, together with the Loan Agreement, represents the entire agreement between the parties concerning the subject matter of the Agreement and supersedes any and all prior or contemporaneous oral or written statements, agreements, or negotiations.
2. In the event of conflicting language between the Agreement and the language in this Amendment, the language in this Amendment shall control.

### **IV. Signatories**

The undersigned signatories represent and warrant that they have full authority to enter into this Amendment on behalf of the respective parties named below.

**LENDER:**

Texas Comptroller of Public Accounts

By \_\_\_\_\_

Lisa Craven  
Deputy Comptroller

Date \_\_\_\_\_

**BORROWER:**

City of Laredo

By \_\_\_\_\_

Robert A. Eads  
Co-Interim City Manager

Date \_\_\_\_\_

By \_\_\_\_\_

Rosario C. Cabello  
Co-Interim City Manager

Date \_\_\_\_\_

**Attest:**

By \_\_\_\_\_

Jose A. Valdez, Jr.  
City Secretary

Date \_\_\_\_\_

By \_\_\_\_\_

Approved as to form:  
Kristina Laurel Hale  
City Attorney

Date \_\_\_\_\_

## ATTACHMENT A, Loan No. CL300

### LOAN APPROVAL STATEMENT For Energy Conservation Measures

Agency: City of Laredo  
 Address: 5816 Daugherty  
 City: Laredo, Texas 78041  
 Loan Coordinator: Riazul I. Mia  
 Title: Utilities Director  
 Phone: 956-721-2000

UCRM	Building	Description of Utility Cost Reduction Measure UCRM)	Estimated UCRM Cost (\$)	Amendment 1 UCRM Cost (\$) Changes	Updated Estimated UCRM Cost (\$)	Annual Energy Cost Savings (\$ per yr)	Payback (yrs)	UCRM Loan Amount
								(\$)
1	Jefferson Water Treatment Plant	High Service Pump VFDs	827,075	474,198	1,301,273	131,847	9.9	1,301,273
2	Jefferson Water Treatment Plant	Power Factor Correction	137,258	-27,221	110,037	27,573	4.0	110,037
			<b>964,333</b>	<b>446,977</b>	<b>1,411,310</b>	<b>159,420</b>	<b>8.9</b>	<b>1,411,310</b>
								Utility Assessment Report
								34,225
								Metering
								35,000
								<b>TOTAL Loan</b>
								<b>1,480,535</b>
								Anticipated Substantial Completion Time
								<b>24 months</b>
								Project Simple Payback (years)
								<b>9.3</b>

Comments: This amendment is required because of delayed bidding and an extended fabrication time for VFD pumps.

***NOTE: The final Loan Repayment Schedule will be sent to Borrower after construction has been completed and the Borrower's Final Report is accepted by Lender and SECO. The outstanding loan balance on the Loan Repayment Schedule shall be the principal plus accrued interest due as of the first payment due on the Loan. The loan repayment term is equal to the Project Simple Payback shown above on this Attachment A-1.***

#### Loan Statement Definitions

- a) **Building** - A description of the building/facility and individual UCRM is contained in the Review of the Utility Assessment Report (and all attachments) by Texas Energy Engineering Services, Inc., dated January 9, 2018 ("Engineering Report"), that is incorporated herein by reference and included as a part of this Attachment A-1.
- b) **UCRM** - No UCRMs may be canceled after loan is granted without prior written Lender approval.
- c) **Estimated UCRM Cost (\$)** - includes cost of detail engineering design, labor, and materials to implement retrofit. The cost of an individual UCRM may not exceed cost of the individual UCRM plus 10% of approved loan amount without a contract amendment and update to the Utility Assessment Report. Increases in individual UCRM costs must be offset with equivalent decreases in different UCRM(s) costs. Variances must be documented in the LoanSTAR Change in Scope Review and receive written approval from the LoanSTAR Program Administrator.
- d) **Annual Energy Cost Savings (\$/yr)** - Energy Retrofit Savings and/or Avoided Costs of Electrical Energy and Demand, Oil or Natural Gas. Does not include Operations and Maintenance Savings.
- e) **UCRM Loan Amount (\$)** - Cost of individual UCRM projects may not exceed the cost of the individual UCRM plus 10% of approved loan amount. Any individual variance exceeding this amount must be submitted in a change of scope and receive written approval from Lender.
- f) **Project Simple Payback (yrs)** - The **TOTAL LOAN** divided by the **Annual Energy Cost Savings (\$/yr)**.

**[END OF ATTACHMENT A-1]**

**ATTACHMENT A-2**

**REPLACEMENT PROMISSORY NOTE**

**\$1,480,535.00**

1. FOR VALUE RECEIVED, the City of Laredo (“Borrower”), hereby unconditionally promises to pay to the order of the Texas Comptroller of Public Accounts, through its State Energy Conservation Office (together with its successors and assigns and any subsequent holders of this Promissory Note (“Note”), the “Lender”), as hereinafter provided, the principal sum of **ONE MILLION FOUR HUNDRED EIGHTY THOUSAND FIVE HUNDRED THIRTY-FIVE AND 00/100 DOLLARS (\$1,480,535.00)**, or, if less, the unpaid principal amount of the Loan, **together with accrued interest (as hereinafter defined) thereon**, in lawful money of the United States of America. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Loan Agreement (as defined below).
2. The unpaid principal amount of this Note shall be payable in accordance with the terms of the Loan Payment Schedule (to be provided and finalized once Project is complete) and *Sections 5, 21* and *22* of the Loan Agreement.
3. The unpaid principal amount of this Note shall accrue interest from the date of borrowing until the Loan is repaid in full, whether at maturity or by acceleration, in accordance with *Sections 5, 21* and *22* of the Loan Agreement.
4. All borrowings hereunder, and all payments made with respect thereto, may be recorded by Lender from time to time on the Loan Payment Schedule(s), or Lender may record such information by such other method as Lender may generally employ; *provided, however*, that failure to make any such entry shall in no way reduce or diminish Borrower’s obligations hereunder. The aggregate unpaid amount of all borrowings set forth on the Loan Payment Schedule shall be rebuttably presumptive evidence of the unpaid principal amount of this Note.
5. This Note has been executed and delivered pursuant to that certain Loan Agreement (as amended, modified, supplemented, or restated from time to time, the “*Loan Agreement*”), by and among Borrower, as the borrower thereunder, and Lender as lender. This Note evidences borrowings made under the Loan Agreement, and the holder of this Note shall be entitled to the benefits provided in the Loan Agreement. Reference is hereby made to the Loan Agreement for a statement of: (a) the obligation of Lender to make advances hereunder; (b) the prepayment rights and obligations of Borrower; (c) the collateral for the repayment of this Note; and (d) the events upon which the maturity of this Note may be accelerated.
6. Provided Borrower is not in default under the terms of this Note, the Loan Agreement or any other document evidencing, governing or securing the loan evidenced by this Note (collectively, the “Loan Documents”), Borrower may prepay the principal of this Note in whole or in part, at any time, or from time to time, without penalty or premium, and interest shall immediately cease to accrue on any amount so prepaid.
7. If this Note, or any installment or payment due hereunder, is not paid when due, whether at maturity or by acceleration, Borrower agrees to pay all out-of-pocket costs of collection, including, but not limited to, attorneys’ fees incurred by the holder hereof. All past-due principal of, and, to the extent permitted by applicable law, past-due interest on, this Note shall bear interest until paid at the Default Rate as provided in *Section 21* of the Loan Agreement.
8. This Note constitutes a replacement of, and substitute for, the original promissory note, dated May 18, 2018, executed by the undersigned, and payable to the order of The Texas Comptroller of Public Accounts, in the principal amount of **ONE MILLION THIRTY-THREE THOUSAND FIVE HUNDRED FIFTY-EIGHT AND 00/100 DOLLARS (\$1,033.558.00)** (“the Original Promissory Note”).
9. The laws of the State of Texas, and the applicable federal laws of the United States of America, shall govern the validity, construction, enforcement and interpretation of this Note.

**BORROWER: City of Laredo**

By \_\_\_\_\_  
Robert A. Eads  
Co-Interim City Manager

By \_\_\_\_\_  
Rosario C. Cabello  
Co-Interim City Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

**Attest:**

By \_\_\_\_\_

Jose A. Valdez, Jr.  
City Secretary

Date \_\_\_\_\_

By: \_\_\_\_\_

Approved as to form:  
Kristina Laurel Hale  
City Attorney

Date: \_\_\_\_\_



## FINAL ORDINANCE 2019-O-98

AUTHORIZING THE CO-INTERIM CITY MANAGER TO ACCEPT LOAN AMOUNT INCREASE ON THE STATE ENERGY CONSERVATION OFFICE (SECO) LOAN START LOAN, TO THE AMOUNT OF \$1,480,535.00 (ONE MILLION FOUR HUNDRED EIGHTY THOUSAND FIVE HUNDRED THIRTY FIVE AND NO/100) INSTEAD OF \$1,033,558.00 (ONE MILLION THIRTY THREE THOUSAND FIVE HUNDRED FIFTY-EIGHT DOLLARS AND NO/100), AND AMENDING THE CITY OF LAREDO'S FY 2018-2019 WATERWORKS BUDGET BY APPROPRIATING THE SAID REVENUE TO THE APPROPRIATE EXPENDITURE ACCOUNTS. FUNDS RECEIVED FROM LENDER PURSUANT TO THIS AGREEMENT TO BE USED FOR VFD'S AND POWER FACTOR CORRECTION IMPLEMENTATION AT JEFFERSON WATER TREATMENT PLANT AS PROJECTS IDENTIFIED IN ATTACHMENT A-1 OF THE AGREEMENT.

Whereas, the Comptroller of Public Accounts (Comptroller) State Energy Conservation Office (SECO) has issued a request for proposes of funding energy savings projects through the LoanSTAR Revolving Loan Program of the Texas State Energy Plan (SEP); and

Whereas, the City of Laredo's Utilities Department applied the loan to implement VFDs and power factor correction at Jefferson water treatment plant; and

Whereas, the City of Laredo's Utilities Department shall repay the loan in full in accordance to the promissory note (see Attachment A-2) issued by Borrower (the "Note") and the terms specified in the Loan Payment Schedule at Lender's principal place of business in Austin, Texas, or at such other place as Lender may designate, the principal amended sum of **\$1,480,535.00 (ONE MILLION FOUR HUNDRED EIGHTY THOUSAND FIVE HUNDRED THIRTY FIVE AND NO/100)** or such lesser amount as shall equal the aggregate amount disbursed to Borrower by Lender under the terms of this Agreement together with interest on the unpaid principal amount computed from the date of each disbursement to Borrower until repaid in full at the rate of two percent (2.0%) per annum.

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

**Section 1:** Accepting a loan from the Comptroller of Public Accounts (Comptroller) State Energy Conservation Office (SECO) in the amount of \$1,480,535.00. And amending the City of Laredo's FY 2018-2019 Annual Budget for Utilities Department by appropriating the said loan revenue to the appropriate expenditure accounts.

**Section 2:** The City of Laredo will comply with the provisions of the financial loan program and the fiscal reimbursement and reporting requirements of the State of Texas for this loan.

**Section 3:** The City of Laredo hereby agrees that the funds received from the Comptroller of Public Accounts (Comptroller) State Energy Conservation Office (SECO) will only be used for the purpose of implementing approved projects under this loan agreement.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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PETE SAENZ  
MAYOR

ATTEST:

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JOSE A. VALDEZ, JR.  
CITY SECRETARY

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APPROVED AS TO FORM:  
KRISTINA LAUREL HALE  
CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 06/17/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Staff Source:** Yvette Limon, Bridge Director

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**SUBJECT**

**2019-R-92** Ratifying the execution of a Revocable License for Non-Federal use of Real Property (License No. GS-07B-99318) between the U.S. General Services Administration (GSA) and the City of Laredo to allow the City of Laredo to install improvements accepted by GSA in a fully executed Donation Acceptance Agreement (DAA) between the City of Laredo, Texas and GSA which is to facilitate the construction of a temporary roadway being built to decrease traffic congestion at the World Trade Bridge Laredo Port of Entry in Laredo, Texas. Executed DAA is attached hereto and made a part hereof as Exhibit "E".

**PREVIOUS COUNCIL ACTION**

On May 6, 2019, Council approved Resolution 2019-R-65 authorizing the Co-Interim City Managers to execute a Donation Acceptance Agreement by and between the United States of America, acting by and through the U.S. Department of Homeland Security, U.S. Customs and Border Protection ("CBP") and the U.S. General Services Administration ("GSA"), Public Buildings Service ("PBS") and the City of Laredo ("Donor") for the proposed donation of a roadway in support of an increase of traffic at the World Trade Bridge Land Port of Entry ("LPOE") located in Laredo, Texas Donor seeks to design construct and donate a roadway in support of processing inbound empty commercial vehicles due to an increase in traffic volume at the World Trade Bridge LPOE, which is owned by the United States and under the jurisdiction, custody and control of GSA.

**BACKGROUND**

The City of Laredo (Donor) seeks to design, construct and donate a roadway in support of processing inbound empty commercial vehicles due to an increase in traffic volume at the World Trade Bridge LPOE, which is owned by the United States and under the Jurisdiction, custody and control of GSA.

Once completed and upon conveyance of the property to the United States, the entirety of the donation will become the property of the United States, subject to a minimum of a one-year warranty.

The scope of work will consist of the following:

1. Pulverize and/or disk the existing asphalt surface and patches.
2. Regrade and reshape old asphalt and road base with a 2% cross slope crown and ditches to drain.
3. compact the old asphalt and road base to 98% Standard Proctor Density.
4. Place 2" thickness of hot mix asphalt surface course over the compacted road base.

### **COMMITTEE RECOMMENDATION**

N/A

### **STAFF RECOMMENDATION**

Staff recommends that Council approve the Resolution.

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#### **Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes  
**Source of Funds:** Bridge Revenues  
**Account #:** 553-4050-582-3010  
**Change Order: Exceeds 25% Y/N:** No

#### **FINANCIAL IMPACT:**

Funding is available in account #553-4050-582-3010 (materials to repair buildings and other improvements) and account #553-4050-583-2010 (maintenance to buildings and other improvements).

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#### **Attachments**

License GS-07B-99318 & Exhibits  
Resolution 2019-R-92

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GSA Greater Southwest Region  
*Portfolio Management Division*

June 12, 2019

Mr. Robert A. Eads and/or Ms. Rosario C. Cabello  
Co-Interim City Manager  
City of Laredo  
1110 Houston Street  
Laredo, Texas 78042-579

Re: Revocable License GS-07B-9931.

Dear Mr. Robert A. Eads and/or Ms. Rosario C. Cabello:

Please find attached the fully executed Revocable License, (#GS-07B-99318). This revocable license allows the City of Laredo to install improvements accepted by GSA in a fully executed Donation Acceptance Agreement (DAA) between the City of Laredo and GSA. This letter serves as the notice to the City of Laredo to proceed with the construction of the temporary roadway, as approved and accepted in the DAA at the World Trade International Bridge, Land Port Entry located in Laredo Texas.

If you have any questions, please contact me at: (817) 978-4652 Office / (972) 921-1449 Cell

Sincerely,

*Danny L. Brandt*

Danny Brandt, MCRP  
Site Acquisition and Relocation Contracting Officer  
Urban Development/Good Neighbor Regional Champion,  
General Services Administration, Greater Southwest Region  
819 Taylor Street, 7PT, 12A-580  
Fort Worth Texas 76102  
E-Mail [danny.brandt@gsa.gov](mailto:danny.brandt@gsa.gov)

U. S General Services Administration  
819 Taylor Street  
Fort Worth TX. 76102-6195  
[www.gsa.gov](http://www.gsa.gov)

**REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY**

1. LICENSE NO.  
GS-07B-99318

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE City of Laredo, A Municipal Corporation C/O: Co-Interim City Manager: Mr. Robert A. Eads and/or Ms. Rosario C. Cabello	3. ADDRESS 1110 Houston Street, Laredo TX. 78042-0579 Office Ph: (956) 791-7302
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4. PROJECT DESIGNATION AND ADDRESS World Trade International Bridge, Land Port of Entry, 11601 FM Road 1472, Laredo TX. 78044	5. MAXIMUM PERIOD COVERED	
	FROM 06/03/2019	TO 09/02/2019

6. CONSIDERATION (\$) No Dollars and No Cents (\$0) and mutual covenants contained herein

7. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit "A", attached hereto and made a part hereof.)

... and further described on exhibit "D", also attached hereto and made a part hereof.

8. PURPOSE OF LICENSE  
Allow Licensee to install improvements accepted by GSA in a fully executed Donation Acceptance Agreement (DAA) between the City of Laredo Texas and GSA, which is to facilitate the construction of a temporary roadway being built to decrease traffic congestion at the WTB LPOE in Laredo, Texas. Executed DAA is attached hereto and made a part hereof as exhibit "E".

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

**I. SPECIAL CONDITIONS**

////////// ----- SEE EXHIBIT "B" ----- //////////

That condition(s) No.(s) - NA - was (were) deleted before the execution of this license.

GENERAL SERVICES ADMINISTRATION LICENSOR		LICENSEE	
DATED (Month, day, year) 2019-06-05		ACCEPTED (Month, day, year) June 4, 2019	
BY (Signature) e-Signed by Tunisia Sadruddin on 2019-06-05		BY (Signature) <i>Rosario C. Cabello</i>	
NAME Tunisia Sadruddin		NAME Mr. Robert A. Eads and/or Ms. Rosario C. Cabello	
TITLE Director, Portfolio Management Division, GSA/PBS		TITLE Co-Interim City Manager	

If License is a Corporation, the following Certificate of Licensee must be executed:

**CERTIFICATE OF CORPORATE LICENSEE**

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



NAME OF CERTIFIER <i>Jose A. Valdez, Jr</i>
TITLE OF CERTIFIER City Secretary
NAME OF LICENSE SIGNER Mr. Robert A. Eads and/or Ms. Rosario C. Cabello
TITLE OF LICENSE SIGNER Co-Interim City Manager
SIGNATURE OF CERTIFIER <i>Jose A. Valdez, Jr.</i>

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## II. GENERAL CONDITIONS

a. **COMPLIANCE.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the General Services Administration, hereinafter referred to as GSA.

b. **STRUCTURES.** The license shall not place or construct upon, over or under the property and installation or structure of any kind or character, except such as are specifically authorized herein.

c. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, Laws) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.

d. **SANITARY CONDITIONS.** If this license gives possession of United States property, the license shall at all times keep the premises in a sanitary condition satisfactory to GSA.

e. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the license promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.

f. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of license, including failure to comply with the obligations of said license.

g. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.

h. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

i. **NOTICE.** Any property of the license installed or located on the property affected by the license shall be removed upon 30 days' written notice from GSA.

j. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.

k. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.

l. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.

m. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as GSA may hereafter prescribe.

n. **ATTEMPTED VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of GSA.

o. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of GSA (41 CFR Subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellations revocation of the license.

**GS-07B-99318 EXHIBIT 'A'**  
**PAGE 1 OF 1**

**World Trade International Bridge  
Land Port of Entry  
11601 FM Road 1472  
Laredo TX. 78044**



**DELINEATED AREA**



## SPECIAL CONDITIONS

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1. Coordination:

- a. Licensee and its agents shall coordinate all on-site activities associated with this License with the General Services Administration's (GSA) Building Manager 7 days prior to any approved on-site activities and ascertain on-site activity approval 7 days prior to accessing the site to complete any on-site project activities.

GSA's Building Manager:

**Jorge Camero, Building Manager, Border Service center (7PSB) Region 7, GSA Public Building Service U.S. General Services Administration 1501 Matamoros Ste. 100, Laredo TX 78042 / 956-718-4129 (Office) / 956-726-2204 (Main) 956-726-2325 Fax / 956-358-1997 Cell / E-mail [mjorge.camero@gsa.gov](mailto:mjorge.camero@gsa.gov)**

- b. Licensee, GSA's Supervisory Property Manager, and GSA's Building Manager shall have a pre-project kick-off meeting, in which GSA's Supervisory Manager shall approve project kick-off, date, and time.

GSA's Supervisory Property Manager:

**Gabriel Vargas, Supervisory Building Management Specialist, Border Service Center (7PSB), Region 7, GSA Public Building Service, U.S. General Services Administration, 1501 Matamoros Ste100, P.O.BOX 420187, Laredo, Texas 78042 / 956-726-2208 Office / 956-726-2204 Main / 956-493-7761 Cell / E-Mail: [gabriel.vargas@gsa.gov](mailto:gabriel.vargas@gsa.gov).**

2. Insurance Requirements - Licensee must provide a certificate of current Commercial General Liability Insurance (CGLI) and maintain the CGLI coverage and location throughout the "Maximum Period Covered" of this License, furthermore the Licensee shall add the Licensor to their CGLI policy and provide a copy of the Certificate of Insurance and endorsement page, to be attached hereto and made a part hereof as Exhibit "C".
3. Clearances – Licensee and its agent(s) shall have all on-site personnel vetted and cleared through the Department of Homeland Security (DHS) - Customs and Border Protection (CBP) or as designated by GSA's Building Manager (or designee).
4. Meetings – Licensee, its agent(s), and GSA's Building Manager (or designee) must have pre and post project site inspections, in which GSA's Building Manager must approve the project location, ingress / egress points, and any pre or post project logistic activities (temporary or permanent) such as detours, close ingress / egress points, barricades, etc. within the "Maximum Period Covered" of this license and have a second site inspection of the final post project site condition (project completion), which GSA's Building Manager must approve.
5. Right of Use - Licensee and its agent(s) shall have the right of use, ingress, and egress of United States of America property identified and shown on Exhibits "A" and "D", attached hereto and made part hereof this License for the "Purpose of License", as set forth in Block 8 of the GSA Form 1582 (the License).
6. Communicate - Licensee shall communicate all on-site activities to all parties affected by this License 3 days prior to accessing the site, so that all parties affected by this License will know when/if their utilities service will be interrupted during the on-site activities. All communications and / or notices to GSA shall be addressed and sent to GSA's Building Manager or as instructed.

## SPECIAL CONDITIONS

7. On-Site Activity - Licensee and/or its agent(s) shall not perform any on-site activities until Licensee and/or its agent(s) receive written access approval from GSA's Building Manager or designee, therefore Licensee and its agent(s) shall acquire on-site approval for all in-person on-site activities from GSA's Building Manager (or designee) prior to accessing the site or engaging in any in-person on-site activity.
8. Schedules – Licensee shall prepare and submit a complete on-site schedule to GSA's Building Manager (or designee) for review within 7 days of this License being issued or 7 days prior to scheduling any on-site activity. Any schedule updates or changes are to be delivered to GSA's Building Manager or designee within 3 days of schedule change.
9. Scope of Work (SOW) Documents – Licensee and its agent(s) shall provide SOW documents to GSA's Building Manager or designee, in a format approved by GSA, for review 7 days prior to scheduling any on-site activity. No on-site activity will commence until GSA receives the SOW and gives written concurrence.
10. On-Site Daily Activity – Licensee or its agent(s) shall designate and notify GSA's Building Manager (or designee) of daily on-site activity and location(s) 24 hours prior to accessing the site for the daily on-site activity.
11. Operation Interference - Licensee and its agent(s) shall not cause delay or interfere with the daily operations of the building or its associated property without prior coordinated and written approval from GSA's Building Manager.
12. Project Concerns - Licensee and its agent(s) shall bring all project or on-site construction concerns to the attention of GSA's Building Manager throughout the "Maximum Period Covered" of this license for review and GSA approved resolution.
13. Damage: Licensee and its agent(s) shall notify GSA's Building Manager (or designee) of any damage to United States property and improvements caused by the Licensee or its agent(s) within one (1) hour of damage and provide a written plan of correction within twenty-four (24) hours of the occurrence. Additionally, Licensee shall repair or pay for all actual damages done to the GSA Property and improvements or to the improvements of the GSA's tenants caused by work performed under this License.
14. Cleanup – Licensee and its agent(s) are responsible for the collection of on-site activity trash and debris and its subsequent disposal during on-site activity execution. Additionally, Licensee and its agent(s) shall remove all excess materials, equipment, and debris affected by this license to the pre-project condition or better at no cost to GSA.
15. Governing Law - Licensee and its agent(s) shall comply with all laws, regulations, codes, conditions, or instructions in effect or prescribed by a federal, state, interstate or local governmental entity having jurisdiction or governing authority over the activity hereby authorized by this License and is hereby made a condition of this License.
16. Environmental:
  - a. Licensee and its agent(s) shall, within the limits of their respective legal powers, protect the premises against pollution of its air, ground, and water.
  - b. Licensee and its agent(s) shall not discharge waste or effluent from or on the premises or dispose of any toxic or hazardous materials within the premises; disposal of toxic or hazardous materials is strictly prohibited.

## SPECIAL CONDITIONS

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- c. Licensee and its agent(s) shall use all reasonable means available to protect the environment and natural resources; and where damage nonetheless occurs arising from the Licensee's activities, the Licensee shall be liable to restore the damaged resources.
- 17. Historical - Licensee and its agent(s) shall not remove, disturb, cause, allow to be removed or disturbed any historical, archaeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the Licensee shall immediately notify GSA's Building Manager; furthermore, the Licensee shall protect the discovered site and material from further disturbance until a professional examination of the discovered item can be made or until clearance to proceed is authorized by GSA's Building Manager.
- 18. Additions and Alterations – Licensee and its agent(s) shall make no additions or alterations to the federal property described herein beyond those authorized by this License.
- 19. Non-Exclusive - This License does not provide exclusive use of property to Licensee. GSA reserves the right to require changes as may be needed to accommodate Federal operations, as well as any actions that must be taken in the event of an emergency. In addition, other Federal, state and local government agencies may access the property on an as needed basis.
- 20. Expiration Requirements – On or before the expiration of this License, Licensee agrees to remove any and all objects placed in or on the premises and restore the affected property to a condition satisfactory to GSA by the date of expiration of this License.
- 21. Early Termination Rights – Either GSA or Licensee may terminate this License for any reason with 30-days written notice sent to the other's address stated in this License.
- 22. Early Termination Requirements – Licensee agrees to remove any and all objects placed in or on the premises and restore the affected property to a condition satisfactory to GSA, within 30 days of receipt of written notice to terminate License by GSA or Licensee. This 30-day requirement may be adjusted by written agreement of both GSA and Licensee.
- 23. Revocable License Requesters Documentation – Licensee's requesting documents are attached hereto and made a part hereof as Exhibit "D" to this License.
- 24. Upon the execution of Revocable License, GS-07B-99-9318 the Revocable License previously established between the licensee and GSA is hereby terminated for cause. Revocable License GS-07B-99-9198, Laredo WTB Turnaround Road and Inspiration Point is attached hereto and made a part hereof as exhibit "F".

----- END OF SPECIAL CONDITIONS -----



Certificate of Coverage

<b>TMLIRP Contract Number:</b> 8235 <b>Member:</b> Laredo Ms. Claudia Poblano Risk Manager 1102 Bob Bullock Loop Laredo, Texas 78043	<b>Company Affording Coverage:</b> Texas Municipal League Intergovernmental Risk Pool (TMLIRP) PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404
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**Certificate Holder:**  
 United States of America  
 General Services Administration  
 Greater Southwest Region  
 819 Taylor Street - 7PT, 12A-5580  
 Fort Worth, Texas 76102

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

<b>General Liability</b> Effective Date: 10/1/2018 Anniversary Date: 10/1/2019 Limits of Liability (Each Occurrence): \$1,000,000 Sudden Events Involving Pollution (Each Occurrence): \$1,000,000 Annual Aggregate: \$2,000,000 Deductible per Occurrence: \$5,000	<b>Real &amp; Personal Property</b> Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____												
<b>Law Enforcement Liability</b> Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	<b>Mobile Equipment</b> Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____												
<b>Errors and Omissions Liability</b> Effective Date: _____ Anniversary Date: _____ Limits of Liability(Each Wrongful Act): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	<b>Boiler &amp; Machinery - Broad Form</b> Effective Date: _____ Anniversary Date: _____ Per Accident Limit: _____ Deductible per Occurrence: _____												
<b>Auto Liability</b> Effective Date: 10/1/2018 Anniversary Date: 10/1/2019 Limits of Liability (Each Occurrence): \$1,000,000 Deductible per Occurrence: \$5,000	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:60%;"></th> <th style="width:10%;">Yes</th> <th style="width:10%;">No</th> </tr> </thead> <tbody> <tr> <td>Mortgagee</td> <td></td> <td></td> </tr> <tr> <td>Loss Payee</td> <td></td> <td></td> </tr> <tr> <td>Loan Number:</td> <td></td> <td></td> </tr> </tbody> </table>		Yes	No	Mortgagee			Loss Payee			Loan Number:		
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Mortgagee													
Loss Payee													
Loan Number:													
<b>Auto Physical Damage</b> Effective Date: _____ Anniversary Date: _____ Limits of Liability: _____ Collision Deductible: _____ Comprehensive Deductible: _____	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:60%;"></th> <th style="width:10%;">Yes</th> <th style="width:10%;">No</th> </tr> </thead> <tbody> <tr> <td>Loss Payee:</td> <td></td> <td></td> </tr> </tbody> </table>		Yes	No	Loss Payee:								
	Yes	No											
Loss Payee:													

**DESCRIPTION:**  
 Evidence of coverage for Revocable License GS-07B-99318 which allows the city to install improvements accepted by GSA in a fully executed Donation Acceptance Agreement (DAA) between the City of Laredo Texas and GSA, which is to facilitate the construction of a temporary roadway being built to decrease traffic congestion at the WTB LPOE in Laredo, Texas."

**Cancellation:** Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

**Authorized Representative: Corby Bittner**

**Date Issued:**  
 6/11/2019



Certificate of Coverage

TMLIRP Contract Number: 8235

**Member:**  
 Laredo  
 Ms. Claudia Poblano  
 Risk Manager  
 1102 Bob Bullock Loop  
 Laredo, Texas 78043

**Company Affording Coverage:**  
 Texas Municipal League Intergovernmental Risk Pool (TMLIRP)  
 PO Box 149194  
 Austin, TX 78714-9194  
 (512) 491-2300 or (800) 537-6655  
 Fax: (512) 491-2404

**Certificate Holder:**  
 United States of America  
 General Services Administration  
 Greater Southwest Region  
 819 Taylor Street - 7PT, 12A-5580  
 Fort Worth, Texas 76102

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

**Workers' Compensation**

Effective Date: 10/1/2018

Anniversary Date: 10/1/2019

Limits of Liability: Statutory

**DESCRIPTION:**

Evidence of coverage for Revocable License GS-07B-99318 which allows the city to install improvements accepted by GSA in a fully executed Donation Acceptance Agreement (DAA) between the City of Laredo Texas and GSA, which is to facilitate the construction of a temporary roadway being built to decrease traffic congestion at the WTB LPOE in Laredo, Texas."

*Cancellation:* Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Corby Bittner

Date Issued:

6/11/2019



**Greater Southwest Region**  
*Portfolio Management Division*

April 04, 2019

Re: R-7PTD Permit or Revocable License Request Document

Any entity interested in performing work, or construction, adding, removing, or replacing improvements on property owned by the United States of America and entrusted into the Care of (C/O) General Services Administration (GSA), Public Building Service (PBS) Region-7 that are not under contract with GSA must first be vetted nationally and/or regionally and/or be nationally and/or regionally approved or be issued a "Permit" (GSA Form 1583) or "Revocable License" (GSA Form 1582) by GSA/PBS's Region-7 Portfolio Division, prior to the commencement of any on-site activities regardless of real property, personal property, temporary, or otherwise and be vetted by GSA's Region 7 security credential folks or by the tenant agency security credential folks, depending on the location of the approved work to be performed pursuant the approved and issued Permit or Revocable License.

The Permit or Revocable License allows for the unique nature of each project and improvement, as they are site and time period specific. This process to acquire a Permit or Revocable License can take anywhere from 14-45 days, so the Requesting entity (customer Agency, award contractors, sub-contractors) should submit a Permit or Revocable license request document to GSA/PBS's Region-7 Portfolio Division well in advance of the projected and/or proposed construction start date to avoid potential project or construction delays.

All parties interested in performing work or construction on property entrusted into the C/O GSA/PBS/ Region-7 must complete and submit a Permit or Revocable License Request Document with attachments and be issued a Permit or Revocable License prior to any on-site activity.

Please call or email if you have questions.

*Danny L. Brandt*

Danny Brandt, MCRP

Subject Mater Expert and Regional Champion

Revocable License and Permit Program | Urban Development Good Neighbor Program

U.S. General Services Administration | Public Building Service

Greater Southwest Region (R7) | Portfolio Management Division

819 Taylor Street, Room 12A-572 | Fort Worth, TX 76102-6118

O: (972) 921-1449 | E-Mail: [danny.brandt@gsa.gov](mailto:danny.brandt@gsa.gov)

General Services Administration  
819 Taylor Street  
Fort Worth Texas 76108  
[www.gsa.gov](http://www.gsa.gov)



Permit / Revocable License Request

Greater Southwest Region

REQUEST DOCUMENT

Requestor's

Date: May 31, 2019

Full Legal Name: Yvette Limon Entity Type: Municipal Corporation

Office Phone: 956-721-2074 Mobile Phone: 956-236-3421 E-Mail: ylimon@ci.laredo.tx.us

Mailing Address: 1110 Houston Street City: Laredo State: Tx Zip: 78040

Physical Address: 1209 Water Street City: Laredo State: Tx Zip: 78040

Requestor's Authorized Signer:

Full Legal Name: Mr. Robert A. Eads & Ms. Rosario C. Cabello Title: Co-Interim City Manager

Office Phone: 956-791-7302 Mobile Phone: E-Mail: reads@ci.laredo.tx.us;rcabello@ci.lare

Mailing Address: 1110 Houston Street City: Laredo State: Tx Zip: 78040

Delivery Address: 1110 Houston Street City: Laredo State: Tx Zip: 78040

Requestor's Point of Contact or Agency Representative:

Name: Title:

Office Phone: Mobile Phone: E-Mail:

Address: City: State: Zip:

Delivery Address: City: State: Zip:

Project Designation Address (Work To Be Performed at):

Address: World Trade Bridge LPOE-715 Bob Bullock Loop, Laredo, Tx 7804 Floor: Bld. No:

City: Laredo State: Tx Zip: 78043

Description of Property Affected:

World Trade Bridge Land Port of Entry - at the proposed FAST (Free and Secure Trade) Lanes.

Project History and/or Request Overview:

Allow the City of Laredo to design, construct and donate a roadway in support of processing inbound commercial vehicles due to an increase in traffic volume at the World Trade Bridge LPOE at the proposed FAST (Free and Secure Trade) lanes.

Project Requirement or Business Case:



Permit / Revocable License Request

Greater Southwest Region

REQUEST DOCUMENT CONTIUED

Project Description or Purpose of Request:

Allow the City of Laredo to design, construct and donate a roadway in support of processing inbound commercial vehicles due to an increase in traffic volume at the World Trade Bridge LPOE at the proposed FAST (Free and Secure Trade) lanes.

PERFORMANCE TIMEFRAME START DATE: June 3, 2019 END DATE: June 30, 2019

Additional Comments and/or Special Conditions:

Documents Required for Request:

Completed Request Document / Design Scope of Work / Aerial Image / Commercial General Liability Insurance

Supporting Documents Attached:

Design Scope of Work

Initial/Draft

Final (100%)

Aerial image

\*Non-Federal Requestor: Commercial General Liability Insurance

Certificate of Insurance (COGLI)\*\*

Additional Insured Endorsement Page\*\*\*

Prepared By:

Name: Title:

Address: City: State: Zip:

Office Phone: Mobile Phone; E-Mail:

Signature: Date:

\*\*\*\*\*

DISCLAIMER: THIS IS NOT AN OFFICIAL GSA FORM OR APPROVAL FOR WORK TO BE SCHEDULED OR COMPLETED, AS DESCRIBED WHEREIN. IT IS HOWEVER A FORMAL REQUEST DOCUMENT USED TO PROCES A REQUEST FOR A PERMIT OR REVOCABLE LICENSE

\*\*\*\*\*





## Permit / Revocable License Request

Greater Southwest Region

### Region 7 PBS Commercial General Liability Insurance Requirements

1. Requester and its contractor(s) shall obtain and maintain Commercial General Liability Insurance (CGLI) policies, in an amount not less than \$1,000,000 combined single limit, for accidents or occurrences which cause bodily injury, death or property damage to any person(s) caused by or related to the construction, installation, operation, maintenance, replacement, removal or other activity related to the approved activities.
2. Requester must provide:
  1. **Certificate of Insurance (COI)** must include the following: "General Services Administration, its employees and officials, as their interest may appear 819 Taylor Street, Fort Worth, Texas 76102" and
  2. **Copy of the CGLI policy endorsement page**, specifically adding GSA and the project location on the policy.
3. The Requesters CGLI policy Certificate of Insurance and Endorsement Page shall be added to the Revocable License as an Exhibit.

### Commercial General Liability Insurance Requirements Elaborated

Requester,

The Certificate of Commercial General Liability Insurance (CGLI) must include the exact location / address of the project site and specifically add "General Services Administration its employees and officials, as their interest may appear as additional insured and be maintained as such throughout the project life cycle".

#### Certificate of Insurance:

**Description of Operations/ Locations / Vehicles Block:** Describe project activity and add General Services Administration, 819 Taylor Street Fort Worth Texas 76102 and Project address as additional insured.

**Project Description Example:** "Install/Upgrade an existing fiber cable running from the basement to the 3rd floor in the J.J. Pickle Building located at 300 E. 8th Street #826 in Austin, TX 78701. The General Services Administration 819 Taylor Street Fort Worth Texas 76102, its employees and officials, as their interest may appear, are added as additional insureds and will be maintained as such throughout the project life cycle".

**Certificate Holder Name and Address Block:** Insert the below information into the Certificate Holder Block on Certificate of Insurance.

**Certificate Holder Example:** "The General Services Administration, 819 Taylor Street, Fort Worth Texas 76102-6118".

#### CGLI Policy Endorsement:

All CGLI policy's include a blanket endorsements which extends CGLI coverage to the insureds customer and they all require a written contract between the insured and the customer. Here you have a written contract with a Federal agency located in a GSA facility, thus there is no written contract between the insured and GSA and no CGLI coverage. The only legal way for an insurance provider to extend coverage to a third party entity is for the insurer to specifically add the third party entity (GSA) and the project location to their CGLI policy as an additional insured. Therefore, you must specifically add GSA and the project location to your CGLI policy as an additional insured.

Once you have successfully added GSA and the project location to your CGLI policy as additional insured please email me a copy of the; (1) Certificate of Insurance (COI) and (2) Endorsement Page. After I receive the requested documents I will; (1) check CGLI policy amounts (2) confirm GSA and the project location have been specifically added as additional Insured, and (3) create the Revocable License and exhibits.

For further guidance contact Danny Brandt at office/cell: 972-921-1449 / e-mail: danny.brandt@gsa.gov.



**GSA/PBS/Region-7  
Commercial General Liability Insurance  
Amounts**

*Greater Southwest Region*

April 4,, 2019

Re: Region 7 Commercial General Liability Insurance Amounts

Commercial General Liability Insurance (CGLI) is a PBS business decision that has been delegated to the region; R7 has established that General Services Administration (GSA) / Public Building Service (PBS) / Region 7 (R7) will use Region 7 Space Authorization Delegation of Authority amounts, as listed below.

Any Requester interested in performing work, construction, adding, removing, or replacing improvements on property owned by the United States of America and entrusted into the Care of (C/O) GSA/PBS/R-7 must obtain and maintain insurance policies, which meet or exceed the following insurance terms, conditions, requirements and coverages, prior to any on-site activities.

Non-Federal Contractors CGLI Amounts:

1. Requester must obtain and maintain Commercial General Liability Insurance (CGLI) in an amount of not less than \$1,000,000.00 combined single limit for accidents or occurrences which cause bodily injury, death or property damage to any member of the public caused by or related to the construction, installation, operation, maintenance replacement, removal or other activity related to the property.
2. The CGLI policy must include the exact location / address of the project site and specifically **add** the General Services Administration, its employees and officials, as their interest may appear as additional insured and be maintained as additional insured throughout the duration of the approve project activity. Furthermore, the Requester shall provide a copy of the Certificate of Commercial General Liability Insurance and the policy's endorsement pages, confirming GSA has been added as an additional Insured and the specific project location has been named.
3. Damages and Indemnity. The Requester shall repair or pay for all actual damages done to the GSA Property and improvements or to the improvements of the GSA's tenants caused by work performed under this request. Requester agrees to defend and remain responsible (financially and otherwise) for all claims, disputes, appeals and other legal actions arising out of actions of the Requester's personnel, contractors and other agents.
4. Personal Injury or Personal Property Claims. The Requester acknowledges that GSA will have no responsibility or liability, either directly or indirectly for any personal injury, and/or personal property damage claims against the Government that arises out of or relate to the performance of the work at the Facility under the terms of this request. Requester will be the party responsible for the administrative handling of any tort claim(s) filed pursuant to the Federal Tort Claims Act (28 U.S.C. §§ 1346(b),2671-2680).

Please call or email if you have questions.

*Danny L. Brandt*

Danny Brandt, MCRP

Subject Mater Expert and Regional Champion

Revocable License and Permit Program | Urban Development Good Neighbor Program

U.S. General Services Administration | Public Building Service

Greater Southwest Region (R7) | Portfolio Management Division

819 Taylor Street, Room 12A-572 | Fort Worth, TX 76102-6118

O: (972) 921-1449| E-Mail: danny.brandt@gsa.gov

General Services Administration

819 Taylor Street

Fort Worth Texas 76108

[www.gsa.gov](http://www.gsa.gov)



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT NAME:		FAX (A/C, No):	
PHONE (A/C, No, Ext):		E-MAIL:	
ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A :			
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y		3/22/2018	3/22/2019	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y		3/22/2018	3/22/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$				3/22/2018	3/22/2019	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y		3/22/2018 3/22/2018	3/22/2019 3/22/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
D		N/A					E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Leased/Rented Equipment				3/22/2018	3/22/2019	\$100,000 \$2,500	Per Item Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- **Sample Language: Insert Project Description Here.... Per Contract Award and Approved Statement of Work. /**
- **General Service Administration is added to this policy as an additional insured, per the policy endorsement attached to this policy. /**
- **Project Location: Insert Project Location Here...**

**CERTIFICATE HOLDER**

**CANCELLATION**

United States of America (USA) c/o General Service Administration 819 Taylor St. Fort Worth TX 76102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Johnette Dent</i>

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POLICY NUMBER

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>United States of America (USA) c/o General Service Administration 819 Taylor St. Fort Worth, TX 76102</p>	<p><b>----- Insert Project Location Here -----</b></p> <p><b>Example:</b></p> <p><b>9900 S Cage Blvd, Pharr, TX 78577</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**DONATION ACCEPTANCE AGREEMENT  
BY AND BETWEEN  
THE UNITED STATES OF AMERICA,  
ACTING BY AND THROUGH  
THE U.S. DEPARTMENT OF HOMELAND SECURITY,  
U.S. CUSTOMS AND BORDER PROTECTION,  
AND  
THE U.S. GENERAL SERVICES ADMINISTRATION,  
PUBLIC BUILDINGS SERVICE,  
AND  
THE CITY OF LAREDO**

**SECTION I. PARTIES**

The United States of America ("United States"), acting by and through the U.S. Department of Homeland Security, U.S. Customs and Border Protection ("CBP"), and the U.S. General Services Administration ("GSA"), Public Buildings Service ("PBS"), are entering into this Donation Acceptance Agreement (the "Agreement") with the City of Laredo ("Donor") to facilitate the proposed donation to the United States of a roadway in support of an increase of traffic at the World Trade Bridge Land Port of Entry ("World Trade Bridge LPOE") located in Laredo, Texas. GSA, CBP and Donor are collectively referred to herein as the "Parties" and each individually as a "Party." The terms "contractor" and "subcontractor" of Donor are used in various places in this Agreement and it is intended that those two terms are used interchangeably and have identical meanings and obligations.

**SECTION II. PURPOSE**

The purpose of this Agreement is to memorialize the mutual understanding of the Parties regarding the proposed donation to the United States and the terms and conditions of that donation.

As described in Donor's detailed scope of work, cost estimate and construction schedule for the proposed donation, Donor seeks to design, construct and donate a roadway in support of processing inbound empty commercial vehicles due to an increase in traffic volume (collectively, the "Project") at the World Trade Bridge LPOE, which is owned by the United States and under the jurisdiction, custody and control of GSA.

Donor has submitted the following documentation to GSA and CBP to facilitate acceptance and approval of the Project:

- Detailed Scope of Work for the Project to be donated to the United States, attached hereto as Exhibit A and incorporated herein by reference, which explains all work to be performed on the federal property during construction and how the work meets the requirements in the GSA and CBP reference documents listed in section V, below;
- Preliminary Project Cost Estimate, attached hereto as Exhibit B and incorporated herein by reference;
- Preliminary Project Construction Schedule, attached hereto as Exhibit C and incorporated herein by reference; and

This Agreement outlines the principles, terms and conditions that will govern this donation and defines and establishes the joint Project management framework, membership, roles and responsibilities of the GSA, CBP and Donor Project teams for the planning, development, construction, construction management, and donation of the infrastructure improvements and non-personal services at the World Trade Bridge LPOE. Once completed and upon conveyance of the property to the United States, the entirety of the donation will become the property of the United States, subject to a minimum of a one-year warranty of construction as described in greater detail in section XVI, below.

### **SECTION III. AUTHORITY**

Port of entry donation authority, 6 U.S.C. § 301a, and more generally, the Homeland Security Act of 2002, 6 U.S.C. § 112 *et seq.*, as amended.

### **SECTION IV. CONSIDERATION AND MUTUALITY OF OBLIGATIONS**

It is the agreement of the Parties and the intention and wish of Donor that the donation under this Agreement will constitute Donor's binding obligation and will be enforceable at law and equity, including against Donor and Donor's successors and assigns. Donor acknowledges that GSA and CBP are relying, and will continue to rely, on Donor's donation being fully satisfied as set forth herein and that the United States is willing to accept the donation subject to the terms and conditions set forth in this Agreement. In consideration for the donation, GSA will enter into a site access or other similar agreement with Donor authorizing Donor to enter onto the World Trade Bridge LPOE property to carry out its responsibilities under this Agreement. The United States further agrees to accept the donation upon completion, provided it is constructed in accordance with the terms and conditions of this Agreement, and to use the donation in aid of operating the World Trade Bridge LPOE, subject to the terms and conditions of this Agreement, operational need and available appropriated and budgeted funding to operate and maintain the donated property, which budgeting determination is to be made in the sole discretion of CBP or GSA, as applicable, by taking into consideration competing operational priorities.

### **SECTION V. SCOPE OF WORK**

The agreed-upon scope of the Project is described in the attached Exhibit A. Any subsequent modifications to the agreed-upon scope of work and the associated costs must be reviewed and approved by the Parties before taking effect, as described in greater detail in this section and in section XXVII.

The Parties further acknowledge that the Project must comply with all applicable federal and State of Texas laws, regulations, directives, policies, and technical and security standards, and all Project Documents (defined below) required to be prepared by or on behalf of Donor and approved by GSA and CBP under this Agreement.

Donor agrees that the Project will be designed and executed in compliance with the following reference documents and authorities; as such documents and authorities may be revised from time to time by GSA, CBP or other entities within the Federal Government, as applicable:

- *GSA Facilities Standards for the Public Buildings Service, PBS-P100* (current version) ("PBS-P100");

- *CBP LPOE Design Standards* (current version);
- *CBP Security Policy and Procedures Handbook* (current version);
- *GSA Design Excellence Policies and Procedures* (current version) (<http://www.gsa.gov/portal/content/103738>);
- *Homeland Security Presidential Directive 12* ("HSPD-12");
- *National Historic Preservation Act of 1966, as amended* ("NHPA"); and
- *National Environmental Policy Act of 1969, as amended* ("NEPA").

Donor acknowledges that the United States may conduct independent NEPA and NHPA analyses of the Project, if required, and Donor will be responsible for providing timely comments and information, including NEPA and NHPA studies and drafts, as necessary and requested by either CBP or GSA, to enable the United States to comply with all applicable environmental and historic preservation laws.

GSA and CBP reserve the right to identify additional references as the Project design progresses, subject, however, to the requirement that once the scope of the Project is finalized and agreed upon by the Parties, any subsequent modification to the Project Documents is subject to the consent of all the Parties.

Donor further agrees to construct the Project in accordance with the following documents (collectively, the "Project Documents"), each of which, when finalized, will, as applicable, replace the preliminary version of the document and be attached to this Agreement and incorporated herein by reference:

- Exhibit A: Project Scope of Work;
- Exhibit B: Detailed Project Cost;
- Exhibit C: Construction Schedule;
- Exhibit E: Construction Documentation Package (including plans, drawings and specifications);
- Exhibit F: Financial Plan and Statement of Financial Capability;
- Exhibit G: Other related construction documents;
- Exhibit H: NEPA analysis, as required;
- Exhibit I: NHPA analysis, as required; and
- Exhibit J: Signed Non-Disclosure Agreement ("NDA").

Donor agrees not to deviate from the approved Project Documents without the express prior written consent of GSA and CBP. GSA and CBP will only accept the donation once all terms and conditions of this Agreement are satisfied and they have verified that the property and the improvements constructed or installed thereon are in keeping with the GSA and CBP design specifications referenced above.

## **SECTION VI. ROLES AND RESPONSIBILITIES**

GSA, CBP and Donor will each appoint the key members of the Project team within seven calendar days after full execution of this Agreement. Key team members will include the following officials:

- GSA Project Team Manager;
- CBP Project Manager; and

- Donor Project Manager.

The GSA Project Team Manager will be the primary point of contact to facilitate GSA approvals for all Project-related activities. The Project Managers for CBP and Donor will provide subject matter expertise to the GSA Project Team Manager, as needed, monitor the Project, provide approvals, raise issues and concerns to the GSA Project Team Manager, and coordinate activities and progress within their respective organizations.

## **SECTION VII. PROJECT FUNDING**

Donor will be financially responsible for all costs and expenses associated with the planning, design, delivery, installation, construction, and construction management of the Project, including the correction of defective or noncompliant work and the repair or replacement of any federal property damaged during the course of construction, delivery and installation, until completion and acceptance of the final Project by GSA and CBP. The estimated and anticipated costs and expenses of designing and constructing the Project are outlined and itemized in the spreadsheet attached as Exhibit B.

Donor represents that it has the financial capability to perform all of its obligations under this Agreement and to finance the Project and agrees to provide updated information to GSA and CBP, as requested, to demonstrate such financial capability. Throughout the Project and upon the request of GSA or CBP, Donor must provide cost estimates and, upon completion of the Project, a certified cost statement for the Project to GSA and CBP.

## **SECTION VIII. SITE CONDITIONS**

Donor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions that can affect the work or its costs, including (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance.

The United States is not responsible for any unknown or unforeseen site conditions. Donor acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work. Any failure of Donor to take the actions described and acknowledged in this section will not relieve Donor from responsibility for estimating properly the difficulty and cost of successfully performing the work or otherwise relieve Donor of its obligations to perform as set forth in this Agreement.

Should Donor encounter, or GSA or CBP discover, during the progress of the work, subsurface or latent conditions at the site materially differing from those shown in the Project Documents, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Project Documents, Donor must immediately cease construction operations under this Agreement and notify the GSA Project Team Manager and the CBP Project Manager before the site is disturbed further. After such notice, the Parties may jointly agree that Donor may continue work under this Agreement in



areas not affected by the newly discovered site condition. The GSA Project Team Manager and the CBP Project Manager will thereupon promptly investigate the conditions and, if they find that they do so materially differ, if possible and upon agreement of the Parties, this Agreement may be modified to provide for any revised scope of work or extension of time resulting from such conditions. ANY COSTS CAUSED BY SUCH CHANGED CONDITIONS WILL BE THE SOLE RESPONSIBILITY OF DONOR AND IT IS UNDERSTOOD THAT THE UNITED STATES WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY SUCH COSTS OR CLAIMS FOR COSTS. IF DONOR ELECTS NOT TO BEAR SUCH INCREASED COSTS, THIS AGREEMENT MAY BE TERMINATED, SUBJECT TO THE TERMINATION AND RESTORATION PROVISIONS SET OUT IN THIS AGREEMENT.

## **SECTION IX. PROJECT EXECUTION**

Donor may proceed with Project execution only after this Agreement has been executed, the Parties have satisfied all of the conditions precedent to the commencement of construction and GSA has issued a Notice to Proceed for the construction activity. The commencement conditions include:

- Design submittal must meet the requirements of the current PBS-P100. The PBS-P100 refers to the GSA CAD Standards ([www.gsa.gov/cad](http://www.gsa.gov/cad)), which must also be followed at each design submittal;
- GSA and CBP approval of Donor's construction contractor. GSA and CBP hereby approve City of Laredo Dept. of Public Works forces as Donor's construction contractor. If Donor elects to change its contractor at any point in the Project, Donor must obtain GSA and CBP's prior approval of the proposed replacement contractor;
- GSA and CBP approval of Donor's Project Documents and work plan;
- Evidence of Donor's compliance with insurance requirements as set forth below;
- A site access, construction license or other similar agreement that is in full force and effect;
- Evidence of Donor's capability to fund or obtain financing for all Project costs and expenses;
- Evidence that the payment and performance obligations relating to the design, construction, delivery, and installation of the infrastructure improvements are assured to GSA and CBP's satisfaction; and
- Evidence that any necessary governmental permits or approvals have been obtained and the Project is in compliance with all applicable laws, regulations and code requirements, and all proposed contractors and subcontractors have obtained the requisite security clearance.

The decision whether to move forward with Project execution is solely within GSA and CBP's discretion.

All work must be performed in a manner that either avoids or minimizes, to the extent reasonably possible, operational disruptions. Donor agrees to coordinate Project activities with the GSA Project Team Manager and the CBP Project Manager to ensure that operational disruptions, if any, are mitigated and managed appropriately.

All work must be performed in a manner that will safeguard the public and United States personnel and property, and in accordance with all applicable federal, State of Texas and local laws and regulations. Donor must provide the appropriate safety barricades, signs and signal lights at the Project site at all times. Donor must keep the work area free from accumulation of waste materials and leave the work area in a clean, neat and orderly condition satisfactory to GSA and CBP on a

daily basis, and, upon completion of the Project, remove any trash, rubbish, tools, equipment, and materials that are not United States property.

All equipment, supplies, material, and articles incorporated into the work should be new and of the most suitable grade for the purpose intended. Donor agrees to perform all work under this Agreement in a skillful and workmanlike manner.

During Project execution, GSA and CBP, as applicable, will monitor and engage in the following reviews and activities:

- Issuance of temporary site access, construction license or other similar agreement to Donor;
- Inspection of installation and construction quality and, if necessary, issuance of written field directives setting forth in reasonable detail alleged variances or violations and requesting that Donor take specified corrective action;
- Preparation of written punch list after substantial completion (Project is substantially complete when it may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the operation of the property by the United States). Donor's construction contractor must attend the punch list review meeting and provide a written list of all incomplete or deficient installation items, with the understanding that additional items may be added in the process of the walk-thru by all Parties;
- Coordination with Donor to complete all items identified in the punch list within 20 working days;
- Monitor closeout of the Project punch list;
- Staff training for facility operations and items covered by the one-year warranty to be provided by Donor;
- Review and approval of as-built documents, including dimensioned and noted underground utility information; and
- Final inspection and acceptance.

Donor is required to (a) commence work under this Agreement within 30 calendar days after the date Donor receives the Notice to Proceed from GSA, (b) prosecute the work diligently and (c) complete the entire work ready for use within the time set forth in the Project Documents. The time stated for completion includes final cleanup of the premises. Donor must update the Project schedule monthly to reflect its actual progress in completing the work, and submit the updated Project schedule to the GSA Project Team Manager and the CBP Project Manager within five working days of the end of each month or other specified period.

At all times during performance of construction work under this Agreement and until the work is completed and accepted by the United States, Donor must provide full-time on-site professional construction management services for the Project. The identity and scope of work of Donor's construction management representative must be approved by the GSA Project Team Manager and the CBP Project Manager. Donor must provide sufficient construction management resources, including personnel responsible for project management, estimating, coordination, inspection, quality assurance, and PBS-P100-required commissioning, to ensure the proper execution and

timely completion of the Project. From and after the commencement of construction until acceptance of the donation by the United States, Donor's construction manager must provide to the GSA Project Team Manager and the CBP Project Manager information on a regular basis sufficient to apprise GSA and CBP in reasonable detail of the then-current status of the progress of the Project, including all meeting minutes, daily reports with labeled photos, testing results, and other inspection-related correspondence, and other written material generally circulated to Donor's contractors and other members of the Project team relating to the design and construction of the Project, and other materials reasonably requested by the GSA Project Team Manager or the CBP Project Manager. CBP, GSA and Donor will establish recurring meetings to discuss the status of the Project and will identify specific milestones during which the construction manager will coordinate on-site walkthroughs and inspections with the appropriate CBP and GSA subject matter experts.

The Project is complete only when Donor has corrected all punch list items and noted deficiencies, and has complied with all conditions in this Agreement. GSA and CBP's identification of issues on the punch list does not in any way prevent GSA or CBP from raising other issues discovered thereafter or otherwise limit Donor's obligations or waive any of GSA and CBP's rights under this Agreement. Upon completion of the Project, Donor, Donor's construction contractor and the construction manager must each certify that the construction meets all of the requirements of the Project Documents.

Upon final acceptance, in writing, by the United States, Donor agrees to provide GSA and CBP with final as-built drawings in AutoCAD format and plans of the donated site improvements, all warranty documentation, all documents necessary for transfer of ownership (such as a bill of sale, clear title evidence, a deed of transfer, and an American Land Title Association land title survey), the final total and itemized costs for the Project, lien releases, license terminations, and any other reasonable request for documentation related to the Project.

#### **SECTION X. AUTHORIZED AREAS**

Donor must confine all operations (including storage of materials) on any federally owned property to areas authorized or approved by the GSA Project Team Manager or the CBP Project Manager. Temporary buildings (e.g., storage sheds, shops and offices) and utilities may be erected or installed by Donor only with the approval of the GSA Project Team Manager or the CBP Project Manager and must be built or installed with labor and materials furnished by Donor without expense to the United States. The temporary buildings and utilities will remain the property of Donor and must be removed by Donor at its sole cost and expense upon completion of the work.

Donor must use only established roadways or use temporary roadways constructed by Donor when and as authorized by the GSA Project Team Manager or the CBP Project Manager. Donor must remove any temporary roadways it constructs and restore the property to its condition at the commencement of construction, including resodding and fill, as necessary, and repair or pay for the repair of any damage that occurs as a result of its activities, including any damage to curbs, sidewalks, roads, or landscaping.

#### **SECTION XI. INSPECTION OF CONSTRUCTION**

Donor must maintain an adequate inspection system and perform such inspections as will ensure that the work performed under this Agreement conforms to requirements set forth herein. Donor must maintain complete inspection records and make them available to GSA and CBP upon

request.

GSA and CBP reserve the right, but not the obligation, to review, test or inspect the prosecution of Donor's work to verify compliance with the terms of this Agreement. Donor must allow GSA and CBP, and their agents and representatives, access to the construction site and Donor's work for such reviews, provided such access and reviews do not unreasonably interfere with or unreasonably delay the performance of Donor's work. GSA and CBP's inspections and tests are for the sole benefit of the United States, do not relieve Donor of responsibility for providing adequate quality control measures and do not constitute or imply acceptance of any part of the work.

Donor must, without charge to the United States, replace or correct work found by GSA or CBP not to conform to contract requirements. Donor must promptly segregate and remove rejected material from the premises. If Donor does not promptly replace or correct rejected work, the United States may terminate this Agreement without liability to the United States and seek any other remedies permitted by this Agreement or by law.

## **SECTION XII. SPECIFICATIONS, PLANS AND DRAWINGS FOR CONSTRUCTION**

Donor must keep on the work site a copy of the plans, drawings and specifications and must at all times give GSA and CBP access thereto. Anything mentioned in the specifications and not shown on the plans or drawings, or shown on the plans and drawings and not mentioned in the specifications, must be of like effect as if shown or mentioned in both.

In case of differences between the plans and drawings and the specifications, the specifications will govern. In case of discrepancies in the figures, plans or drawings, or the specifications, the matter must be promptly submitted to the GSA Project Team Manager and the CBP Project Manager, who will promptly make a determination in writing. Any adjustment by Donor without such a determination will be at its own risk and expense.

If this Project requires shop plans and drawings, such as drawings of the mechanical and electrical work, such plans and drawings must be submitted to the GSA Project Team Manager and the CBP Project Manager for approval prior to commencing the work.

## **SECTION XIII. CONTRACT MANAGEMENT AND PERSONNEL**

Donor must employ, and require its contractors and subcontractors to employ, qualified personnel to perform the work. The United States reserves the right to exclude, or remove from the site, any personnel for reasons of incompetence, carelessness or insubordination, who violate rules and regulations concerning conduct on federal property or whose continued employment on the site is otherwise deemed by the United States to be contrary to the public interest. Repeated failure or excessive delay by Donor to provide qualified personnel will be deemed a default under this Agreement and, in such event, GSA and CBP may, in their sole discretion, terminate Donor's right to proceed and seek any other remedies permitted by this Agreement or by law.

## **SECTION XIV. CONTRACTORS AND SUBCONTRACTORS**

Donor will be responsible for coordinating all activities of contractors, subcontractors and suppliers. This responsibility includes coordination of the following activities: preparation of shop drawings produced by different contractors, subcontractors and suppliers where their work interfaces or may

potentially conflict or interfere and the installation of such work; scheduling of work by contractors, subcontractors and suppliers; and use of the Project site for staging and logistics.

Donor must verify and confirm, in writing, to the GSA Project Team Manager and the CBP Project Manager that the construction contractor and any of its subcontractors are not identified within the active exclusion records maintained by the United States identifying those parties excluded from receiving federal contracts, certain subcontracts and certain types of federal financial and non-financial assistance and benefits (the "Exclusion List"). The most current Exclusion List is contained within the System for Award Management ("SAM"), [www.sam.gov](http://www.sam.gov). No party on the Exclusion List may perform any work related to or in connection with this Agreement and Donor will be in default under this Agreement if any party on the Exclusion List performs such work.

Nothing contained in this Agreement will be construed as creating any contractual relationship between any third party (e.g., contractor, subcontractor or supplier or any of their agents, representatives or employees) and the United States. Donor will be responsible to the United States for acts and omissions of its own employees, contractors, subcontractors, suppliers, and their employees, to the maximum extent permitted by applicable state law and to the extent of available appropriations.

#### **SECTION XV. SECURITY CONSIDERATIONS**

Given the security-sensitive nature of land ports of entry, at the discretion of GSA or CBP, each employee, worker and supplier will be subject to a background investigation prior to being authorized to commence work on any aspect of the Project.

In addition, the dissemination of any Project Documents related to the donation must be tightly controlled in accordance with HSPD-12, as well as subject to an NDA in the form of Exhibit J, which Donor and all contractors, subcontractors, laborers, and suppliers associated with the Project must execute.

All Project Documents are deemed to be Sensitive But Unclassified ("SBU") or Controlled Unclassified Information ("CUI"), or both (collectively, "Sensitive Information"), and are subject to the provisions of this section. For any person authorized access to Sensitive Information, Donor must ensure that such person receives training concerning the protection and disclosure of Sensitive Information both during and after performance.

Donor and all contractors, subcontractors, laborers, and suppliers associated with the Project must incorporate and comply with all applicable changes and updates to security regulations and requirements as promulgated by the U.S. Department of Homeland Security. In addition, Donor must comply with the following additional requirements pertaining to security clearances:

- All personnel performing work under contract on the Project site must obtain an Enter on Duty ("EOD") determination before they will be granted access to the site.
- To obtain an EOD determination, Donor must submit for all such personnel fingerprints on Form SF-87 and a completed Contractor Information Worksheet. Detailed information is available at <http://www.gsa.gov/portal/category/107203>. USAccess Credentialing Centers can be located at <http://www.fedidcard.gov/centerlist.aspx>.
- In addition, all such personnel who will be on-site for six months or longer must apply for and receive clearance in accordance with HSPD-12. See 48 C.F.R. § 552.204-9.

All personnel requiring recurring access to federal property, Sensitive Information or Information Technology Resources (defined below) must have a favorably adjudicated background investigation prior to commencing work under this Agreement, unless this requirement is waived by either GSA or CBP. GSA or CBP may require Donor to prohibit certain individuals from working on the contract if GSA or CBP deems their initial or continued employment contrary to the public interest.

In addition, Donor must comply with GSA and CBP personal identity verification procedures that implement HSPD-12, Office of Management and Budget guidance M-05-24 and Federal Information Processing Standards Publication ("FIPS PUB") Number 201.

Donor must account for all forms of federal identification issued to Donor employees and contractors in connection with performance under this Agreement. Donor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise advised by GSA or CBP:

- When no longer needed for Project performance;
- Upon completion of Donor employee's or contractor's employment; or
- Upon acceptance of the donation by the United States or termination of the Agreement.

Donor must insert this provision in all contracts when the contractor or subcontractor is required to have access to a federally controlled facility or information system. It is the responsibility of Donor to return such identification to the issuing agency in accordance with the terms set forth above.

Sensitive Information, as used in this Agreement, means any information that, if lost, misused, disclosed, or, without authorization, is accessed or modified, could adversely affect the national or homeland security interest, the conduct of federal programs or the privacy to which individuals are entitled under section 552a of title 5, United States Code, but that has not been specifically authorized under criteria established by an executive order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. In addition to SBU and CUI, this definition also includes the following categories of information:

- Protected Critical Infrastructure Information ("PCII"), as set out in the Critical Infrastructure Information Act of 2002 (title II, subtitle B of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto, 6 C.F.R. part 29, as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the U.S. Department of Homeland Security (including the PCII Program Manager or the PCII Program Manager's designee);
- Sensitive Security Information ("SSI"), as defined in 49 C.F.R. part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the U.S. Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or the Assistant Secretary's designee);
- Information designated as "For Official Use Only ("FOUO")," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of federal programs or other programs or

operations essential to the national or homeland security interest; and

- Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

"Information Technology Resources" include computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

Donor acknowledges that, as part of its Project planning and execution activities, GSA and CBP will need to provide Donor with Sensitive Information. Donor agrees to treat all such information as confidential to the maximum extent permitted by the Texas Public Information Act ("PIA"), chapter 552 of the Texas Government Code, and will sign an NDA to that effect. If Donor receives a request for documents related to this Agreement from a party who is not a signatory to this Agreement, Donor agrees to comply with all requirements of the PIA, including any required notification of GSA or CBP, or both, pertaining to such request.

During Project execution, Donor may need to consult with other entities that may be involved with the Project. To the extent any of these other entities require access to Sensitive Information, they, too, will be required to execute an NDA.

#### SAFEGUARDING AND DISSEMINATION OF SENSITIVE INFORMATION

This clause applies to all recipients of Sensitive Information, including offerors, bidders, awardees, Donor, contractors, subcontractors, lessors, suppliers and manufacturers.

##### Marking Sensitive Information:

Donor-generated documents that contain Sensitive Information must be reviewed by GSA and CBP to identify any sensitive content before the original or any copies are disseminated to any other entities. If sensitive content is identified, the GSA Project Team Manager or the CBP Project Manager may direct Donor to imprint or affix sensitive document markings to the original documents and all copies before any dissemination.

##### Authorized Recipients:

Information designated sensitive must be protected with access strictly controlled and limited to those individuals having a legitimate business need to know such information. Those with a need to know may include federal, state and local government entities, and nongovernmental entities engaged in the conduct of business on behalf of or with GSA and CBP. Nongovernmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid or performing work under this Project. Recipients must have a legitimate business need to know such information. If a contractor or subcontractor is not registered in SAM and has a need to possess Sensitive Information, the contractor or subcontractor must provide Donor its Data Universal Numbering System number or its tax ID number and a copy of its business license. Donor must keep this information related to the contractor or subcontractor for the duration of the contract and subcontract.

Provided they have first executed an NDA, all GSA, CBP and Donor personnel will be provided Sensitive Information when needed for the performance of official federal, state and local government functions, such as for code compliance reviews and for the issuance of building

permits or notices to proceed. Public safety entities, such as fire and utility departments, may require access to Sensitive Information on a need to know basis. This clause must not prevent or encumber the dissemination of Sensitive Information to public safety entities.

#### Dissemination of Sensitive Information:

Electronic transmission of Sensitive Information outside of the GSA or CBP network must use session encryption (or alternatively, file encryption). Encryption must be through an approved National Institute of Standards and Technology ("NIST") algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with FIPS PUB Number 140-2, "Security Requirements for Cryptographic Modules," and GSA policy and procedures (PBS P 3490.2, "Document Security For Sensitive But Unclassified Building Information" (September 2, 2014)). If such encryption is not available to Donor, the Sensitive Information will be transmitted by a method agreeable to all Parties.

Non-electronic forms of transmission (including paper documents, among other formats) or through portable electronic data storage devices (including CDs, DVDs and USB drives) sent by mail must use only methods of shipping that provide services for monitoring receipt, such as track and confirm, proof of delivery, signature confirmation, or return receipt. If transmitted in person, Donor must provide Sensitive Information only to authorized recipients with a need to know such information.

#### Record Keeping:

Donor must maintain a list of all entities to which Sensitive Information is disseminated in accordance with the above paragraphs addressing authorized recipients and dissemination of Sensitive Information. This list must include, at a minimum,: (1) the name of the federal, state or local government entity, utility or firm to which Sensitive Information has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the Sensitive Information, with access strictly controlled and limited to those individuals having a legitimate business need to know such information; (3) contact information for the named individual; and (4) a description of the Sensitive Information provided. Once "as built" drawings are submitted, Donor must collect all lists maintained in accordance with this clause, including those maintained by any contractors, subcontractors or suppliers, and submit them to the GSA Project Team Manager.

#### Destroying Sensitive Information:

When no longer needed, Sensitive Information must be destroyed so that marked information is rendered unreadable and incapable of being restored, in accordance with guidelines provided for media sanitization within GSA CIO IT Security 06-32, "Media Sanitization Guide," and Appendix A of NIST Special Publication 800-88, "Guidelines for Media Sanitization." Alternatively, Sensitive Information may be returned to the GSA Project Team Manager.

#### Notice of Disposal:

Donor must notify the GSA Project Team Manager that all Sensitive Information has been returned or destroyed by Donor and its contractors, subcontractors or suppliers in accordance with the paragraphs above, with the exception of Donor's record copy. This notice must be submitted to the GSA Project Team Manager at the completion of the Project. Donor may return the sensitive documents to the GSA Project Team Manager rather than destroying them.

#### Incidents:



All improper disclosures of Sensitive Information must be immediately reported to the GSA Project Team Manager, and Donor will provide a corrective action plan explaining how Donor will rectify any noncompliance and comply with the provisions of this Agreement in the future.

**Contracts and Subcontracts:**

Donor and its contractors and subcontractors must insert the substance of this section in all contracts and subcontracts where the contractor or subcontractor may have access to federal facilities, Sensitive Information or Information Technology Resources.

The provisions in this Agreement relating to the NDA and all Sensitive Information, including SBU, CUI or FOUO information, will survive the expiration or earlier termination of this Agreement.

**SECTION XVI. WARRANTIES**

Donor warrants that work performed under this Agreement will conform to the approved Project Documents and will be free of any defect in equipment, material or design furnished, or workmanship performed, by Donor or any contractor, subcontractor or supplier at any tier. In confirmation thereof, Donor agrees to furnish the United States, acting by and through GSA and CBP, a one-year full warranty for the donated property from the date of final acceptance in the form prescribed in Federal Acquisition Regulation subsection 52.246-21, Warranty of Construction. Donor must remedy, or cause to be remedied, without any cost or expense to the United States, any failure to conform to the approved Project Documents or any defect within a reasonable time, and must remedy, or cause to be remedied, without any cost or expense to the United States, any damage to federally owned or controlled real or personal property, when that damage results from Donor's or Donor's contractor's, subcontractor's or supplier's failure to conform to the approved Project Documents, contract requirements or any defect of equipment, material, workmanship, or design furnished. Donor's warranty with respect to work repaired or replaced will run for one-year from the date of repair or replacement.

If Donor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the United States will have the right to replace, repair or otherwise remedy the failure, defect or damage caused at Donor's expense and to obtain reimbursement from Donor for the costs of such replacement, repair or remedy.

Donor must obtain all warranties from contractors, subcontractors, manufacturers, and suppliers that would be given in normal commercial practice and enforce all warranties for the benefit of the United States if directed by either GSA or CBP.

**SECTION XVII. ENVIRONMENTAL REPRESENTATIONS**

Donor must represent and warrant to the United States as of the date the donated property is accepted by the United States that, to the best of Donor's knowledge, information and belief,:

- Donor has no liability under, has never violated and is presently in compliance with all environmental laws, rules, regulations, and ordinances applicable to the property and any construction activities thereon and there exists no adverse environmental conditions with respect to the property or any construction activities thereon.

- Donor has neither disposed of solid waste at the property, nor generated, manufactured, refined, transported, stored, handled, disposed, transferred, produced, or processed any hazardous substance, pollutant or contaminant, including hazardous wastes or hazardous constituents, petroleum or petroleum derivatives (as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the Resource Conservation and Recovery Act), disposed of, released or existing in environmental media, such as soil, subsurface soil, air, groundwater, surface water, or subsurface geological formations at levels above background from or on the property (other than ordinary small quantities of household or office cleaning supplies and office supplies, such as photocopy supplies for office use), and Donor has no knowledge of the release or threat of release of any of these at or in the vicinity of the property.
- No lien has been imposed on the property by any governmental entity in connection with an unsatisfactory environmental condition located on or off the property.
- The donated property contains no asbestos-containing materials. Asbestos-containing materials are defined as any materials with a concentration of 1% or greater by dry weight of asbestos fibers.

Donor further agrees that it will take all response actions necessary to protect human health and the environment that have not been taken as of the date the property is donated to the United States, but are discovered to be required after the date of the donation and are attributable to the actions of Donor or its contractor. In particular, Donor provides assurances that, in accordance with and to the extent required at the location of the property by applicable federal, state and local laws, Donor will timely:

- Assess, inspect, investigate, study, and remove or remediate, as appropriate, the release or threatened release of a hazardous substance, pollutant or contaminant, including hazardous wastes or hazardous constituents, petroleum or petroleum derivatives (as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the Resource Conservation and Recovery Act), disposed of, released or existing in environmental media, such as soil, subsurface soil, air, groundwater, surface water, or subsurface geological formations at levels above background from or on the property; and
- To the maximum extent permitted by applicable federal and state law, settle or defend, as applicable, and indemnify against and pay any claim, demand or order made by federal, state or local regulators or third parties in connection with any release or threatened release of a hazardous substance, pollutant or contaminant, hazardous waste or hazardous constituent, or petroleum or petroleum derivative from or on the property, arising out of or relating to the performance of Donor's or Donor's contractors and subcontractors work under this Agreement.

#### **SECTION XVIII. LIABILITY AND INDEMNIFICATION**

Donor must not destroy, displace or damage any United States property, except as expressly permitted by this Agreement or the written consent of the GSA Project Team Manager or the CBP Project Manager. Donor, to the maximum extent permitted by applicable federal and state law, is responsible for all damages to persons or property that occur as a result of its activities or the activities of its employees, agents, representatives, contractors, subcontractors, or suppliers arising

in any way under this Agreement, whether caused by the intentional conduct, recklessness, fault, negligence, or otherwise. Donor is responsible for all materials delivered and work performed until completion and acceptance of the Project.

Donor agrees to require in its contracts for any portion of any work performed under this Agreement that the contractors will indemnify and hold the United States, acting by and through CBP and GSA, and its employees, officers, representatives, and agents, in both their individual and official capacities, harmless from and against all liabilities, suits, obligations, fines, damages, penalties, claims, judgments, liens, costs, charges, and expenses, including reasonable attorneys' fees and disbursements, that may be imposed upon or incurred by or asserted against the United States by reason of any acts of any of Donor's contractors or any person or entity claiming by or through Donor's contractors.

#### **SECTION XIX. INSURANCE**

The United States acknowledges that Donor, being a municipal body politic and corporate of the State of Texas, is self-insured. Prior to commencing any activities under this Agreement, Donor must deliver to GSA and CBP evidence that Donor's contractors each have at least \$2,000,000, and each of their subcontractors have at least \$1,000,000, comprehensive general public liability and property damage insurance policies to cover claims arising from the contractors' and subcontractors' operations that cause damage to persons or property of third persons or the United States; such insurance must name the United States, acting by and through the Administrator of General Services and the Secretary of Homeland Security, as an additional insured. Each contractor and subcontractor also must obtain and maintain workers' compensation insurance in the amounts required by applicable laws. If Donor's contractors and subcontractors fail to comply with the terms and conditions of this section, at the option of GSA or CBP, Donor's activities must immediately cease and desist until such time as there is compliance. The insurance carrier must waive all subrogation rights against any of the named insured.

Donor must promptly provide to the GSA Project Team Manager and the CBP Project Manager proof that its contractors and subcontractors have obtained the insurance required by this Agreement in the form of certificates of insurance that show the policy coverage amount(s) and the endorsement page that documents and confirms that the United States has been added as an additional insured on the policies with respect to operations performed under this Agreement. Donor must submit to the GSA Project Team Manager and the CBP Project Manager all renewal certificates issued during the life of the Project immediately upon issuance. Donor's contractors and subcontractors must maintain the required insurance at all times during the term of the Agreement. All required policies of insurance must be in companies of generally recognized responsibility. All policies of insurance must provide that they may not be canceled without at least 30 calendar days' prior written notice to GSA and CBP.

#### **SECTION XX. BONDING**

Donor must require its contractors to post payment and performance bonds substantially in the form of Standard Form 25 or in such other form as is acceptable to GSA and CBP to secure payment for persons supplying labor or materials and completion of the work to be performed under this Agreement. The bonds must name the United States, acting by and through the Administrator of General Services and the Secretary of Homeland Security, as an additional named beneficiary. The performance bond or bonds must be in a cumulative amount no less than the estimated value of the donation.

Donor must furnish all executed bonds, including any necessary reinsurance agreements, to GSA and CBP prior to commencement of construction. The bonds must be in the form of a firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties or by other acceptable security, such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with the U.S. Department of the Treasury regulations, certain bonds or notes of the United States. Treasury Department Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of the Treasury  
Financial Management Service  
Surety Bond Branch  
3700 East West Highway, Room 6F01  
Hyattsville, MD 20782,

or on the Internet at <http://www.fms.treas.gov/c570/>.

Donor must promptly furnish additional security required to protect the United States and persons supplying labor or materials under this Agreement if any surety upon any bond or issuing financial institution for other security furnished under this Agreement becomes unacceptable to the United States.

#### **SECTION XXI. DISPUTE RESOLUTION**

All disputes arising under or relating to this Agreement will be resolved following the procedures set forth in this section and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. Before invoking the procedures under the Contract Disputes Act, the Parties agree to make good faith efforts to resolve informally disputes that may arise out of or relate to this Agreement, or the breach thereof, that affect the Parties' obligations and responsibilities under this Agreement. In the event that such a dispute arises between Donor and the United States and the dispute cannot be resolved informally by the Parties, Donor may file a claim (a "Donor Claim") with GSA or CBP or the United States may file a claim (a "United States Claim") against Donor. A "Claim" is a United States Claim or a Donor Claim, as applicable. If the dispute cannot be settled through negotiation, the Parties will first try in good faith to settle the dispute by mediation, before resorting to litigation. The United States agrees that GSA and CBP will not issue any final determination regarding any Claim by either Party until and unless such mediation has been concluded or either Party advises the other that a resolution of the dispute by mediation does not appear likely within a reasonable time.

#### **SECTION XXII. LIMITATIONS**

Nothing in this Agreement is intended to conflict with current law, regulation, directive, or policy of any Party. If any provision of this Agreement is inconsistent with any such authority, then that provision is deemed to be invalid and subject to modification upon concurrence of the Parties and the remaining terms and conditions of this Agreement will continue in full force and effect. This Agreement is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law or in equity, by Donor or any third-party against the United States or any of its employees.

Nothing in this Agreement may be construed or interpreted to obligate any Party to an expenditure

of funds in advance, or in excess, of the availability of appropriations. This Agreement does not result in any funds expenditure on behalf of the United States Government.

Nothing in this Agreement constitutes or can be construed as a waiver of the sovereign immunity of the United States.

In accepting this donation, Donor acknowledges that CBP and GSA cannot and will not provide any preferential treatment to Donor in the performance of its duties, and that Donor does not expect nor has Donor requested any such preferential treatment in exchange for the donation. Donor does not expect nor has Donor requested any conditions in exchange for the donation other than what is expressly stated herein.

### **SECTION XXIII. NOTICES**

All notices and other communications arising under this Agreement must be in writing and must be furnished by (i) hand delivery; (ii) United States certified mail, postage prepaid, return receipt requested; or (iii) nationally available overnight next business day courier, charges prepaid, signature of recipient required, in each instance, if to GSA to the GSA Project Team Manager, if to CBP to the CBP Project Manager and, if to Donor to the Donor Project Manager, at the addresses set forth immediately below. Any Party may change the notice address set forth below by serving five calendar days' prior written notice upon the other Parties. Any such notice will be duly given upon the date it is delivered to the address (or, if delivery is refused, the date when delivery was first attempted) shown below.

**GSA:**

U.S. General Services Administration  
Public Buildings Service (7PTA)  
819 Taylor Street  
Room 12A  
Fort Worth, TX 76102  
Attn.: Cecil Scroggins

with a copy to:

U.S. General Services Administration  
Office of Regional Counsel (7L)  
819 Taylor Street  
Room 11A31  
Fort Worth, TX 76102  
Attn.: Regional Counsel

**CBP:**

U.S. Customs and Border Protection  
90 K Street, N.E.  
Suite 900  
Washington, DC 20229  
Attn.: Mikhail Pavlov

**The City of Laredo:**

The City of Laredo  
1110 Houston St.  
Laredo, Texas 78040  
10956-791-7302  
Attn.: Robert A. Eads  
Co-Interim City Manager

The City of Laredo  
1110 Houston St.  
Laredo, Texas 78040  
10956-791-7302  
Attn: Rosario C. Cabello  
Co-Interim City Manager

**SECTION XXIV. EXAMINATION OF RECORDS**

Donor agrees that GSA, CBP or any of their duly authorized representatives will, until the expiration of three years after the date of acceptance of the donation by the United States, have access to and the right to examine any books, documents, papers, and records of Donor involving transactions related to this Agreement or compliance with any clauses thereunder. Donor further agrees to include in all its contracts and subcontracts hereunder a provision to the effect that each contractor and subcontractor agrees that GSA, CBP or any of their authorized representatives will, until the expiration of three years after the date of acceptance of the donation by the United States, have access to and the right to examine any books, documents, papers, and records of such contractor or subcontractor involving transactions related to the contract or subcontract or compliance with any clauses thereunder.

**SECTION XXV. UNITED STATES RIGHTS TO DATA**

The United States will have unlimited rights in all plans, drawings and specifications, including the right to use same on any other United States design or construction project and to provide to third parties as the United States deems appropriate. Donor, for a period of three years after the date the United States accepts the donation, agrees to furnish the original or copies of all such plans, drawings and specifications on the request of either GSA or CBP.

**SECTION XXVI. MODIFICATION**

This Agreement may be modified or amended only by written, mutual agreement of the Parties. Any Party can initiate the amendment process by providing written notice describing the proposed amendment to the other Parties. During the ensuing 30-calendar day period, the Parties will actively coordinate to try to reach a consensus on the proposed amendment.

**SECTION XXVII. CHANGES**

Once the Project Documents have been approved by all Parties, any modification to the Project scope of work, including changes to the plans, drawings, specifications, design, or method or manner of performance of work and associated costs, must be reviewed and approved by the Parties before taking effect. The United States will not be responsible for any costs or expenses associated with any scope modification initiated by Donor or costs or expenses associated with unknown or unforeseen site conditions encountered on the property.

**SECTION XXVIII. NONCOMPLIANCE AND DEFAULT**

In the event Donor, after receiving written notice from the GSA Project Team Manager or the CBP Project Manager of non-compliance with any requirement of this Agreement, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, GSA and CBP will have the right to order Donor to stop any or all work or to not accept the donation until Donor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time.

If Donor refuses or fails to prosecute the work or any severable part with the diligence that will ensure its completion within the time specified in this Agreement including any extension, fails to complete the work within this time, fails to complete the work in the manner or to the specifications required by this Agreement, or fails to make required payment to contractors and subcontractors (which includes laborers and suppliers), GSA and CBP will, by written notice, provide Donor a reasonable time to cure performance, which will not be less than 30 calendar days. If Donor does not cure within the reasonable time, Donor will be in default under this Agreement.

In the event of a default by Donor, the United States may pursue any available remedy, including one or a combination of the following: not accepting the donation, seeking reimbursement for costs and expenses the United States incurred to the date of the termination or incurs for completing the work, or requiring Donor to restore any altered federal property to its pre-construction condition. In addition, the United States may make a claim under Donor's contractor's payment or performance bonds. Donor and its sureties will be liable for any damage sustained by the United States resulting from Donor's default under this Agreement, whether or not Donor's right to proceed with the work is terminated.

Donor's right to proceed will not be terminated nor will Donor be charged with damages under this section if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Donor, and Donor notifies the GSA Project Team Manager or the CBP Project Manager within 10 calendar days from the beginning of any such delay and the cause for the delay.

**SECTION XXIX. TERMINATION**

Any Party may terminate its participation in this Agreement with 30 calendar days' prior written notice to the other Parties, in which case all work on the Project will cease and none of the Parties will thereafter have any further rights or liabilities under this Agreement other than those that expressly survive the expiration or earlier termination of this Agreement; provided, however, in the event Donor has altered federal property prior to termination of the Agreement, Donor must either restore the property to its prior condition or, if more economically feasible, complete the project, as

determined by the United States in its sole and unfettered discretion. In the event Donor has received any Sensitive Information from CBP or GSA pertaining to the proposed donation and the donation is not consummated for any reason, Donor must promptly return or destroy all such materials as described in greater detail in section XV, above. This provision survives the expiration or earlier termination of the Agreement.

#### **SECTION XXX. SIGNATORIES**

The CBP Commissioner and the GSA Commissioner of Public Buildings, or another agency official with the appropriate delegated authority, must execute this Agreement to be effective. Donor's signatory to this Agreement must have full authority to bind Donor with regard to all matters relating to this Agreement.

#### **SECTION XXXI. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which will be deemed to be a duplicate original, and which together will constitute one and the same instrument.

#### **SECTION XXXII. INTEGRATION AND MERGER**

This Agreement sets out all the terms, conditions and agreements of the Parties and supersedes any previous understandings or agreements regarding the donation, whether oral or written. No modification or amendment of this Agreement will be effective unless in writing and signed by all Parties.

#### **SECTION XXXIII. VALIDITY OF PARTS**

If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, the remaining provisions will continue in full force.

#### **SECTION XXXIV. NO PUBLIC OFFICIALS TO PARTICIPATE OR BENEFIT**

No member or delegate to the United States Congress, or officers or employees of the United States or the Government of the State of Texas or any municipality thereof, may be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; provided, however, that this provision will not be construed as extending to any person who may be a shareholder or other beneficial owner of any publicly held corporation or other publicly held entity, if this Agreement is for the general benefit of such corporation or other entity.

#### **SECTION XXXV. EFFECTIVE DATE**

This Agreement will become effective when all the Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date stated opposite that Party's signature) will be deemed to be the effective date of this Agreement. This Agreement will remain in effect until it is terminated as provided above in sections XXVIII (Noncompliance and Default) and XXIX (Termination), or the property is accepted by the United States.



*[Remainder of page intentionally left blank.*

*Signature page to follow.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates noted below.

FOR THE U.S. GENERAL SERVICES ADMINISTRATION

*Giancarlo Brizzi*  
Giancarlo Brizzi  
Regional Commissioner  
Public Buildings Service  
U.S. General Services Administration

Date: 5/30/2019

FOR THE U.S. CUSTOMS AND BORDER PROTECTION

*Todd C. Owen*  
Todd C. Owen  
Executive Assistant Commissioner  
Office of Field Operations  
U.S. Customs and Border Protection  
U.S. Department of Homeland Security

Date: 5/30/19

Attest:

FOR THE CITY OF LAREDO



*Jose A. Valdez, Jr*  
Jose A. Valdez, Jr  
City Secretary

*Robert A. Eads*  
Robert A. Eads  
Co-Interim City Manager  
City of Laredo

Date: 5/24/19

*Rosario C. Cabello*  
Rosario C. Cabello  
Co-Interim City Manager  
City of Laredo

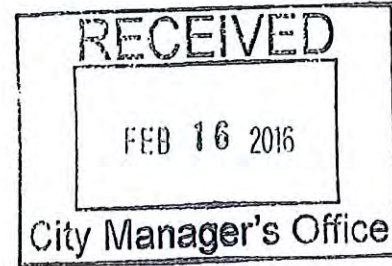
Date: 5/24/19



GSA Greater Southwest Region

February 11, 2016

Mr. Jesus Olivares  
City Manager  
City of Laredo  
P.O. Box 579  
Laredo, Texas 78042-579



Re: Revocable License GS-07B-99198.

Dear Mr. Jesus Olivares:

Enclosed is Revocable License No. GS-07B-99198. This license allows the City's LPOE staff to direct selected bridge patrons at the World Trade International Bridge, Land Port Entry to travel, ingress and egress on the United States of America's property, commonly known as "Turnaround Road", additionally it allows the City's LPOE staff access, and controlled uses of an area of land commonly known as "Inspiration Point", for celebratory, ceremonies, and dignitary activities.

Please execute the two enclosed originals and returned to me in the enclosed UPS prepaid envelope, with an executed self-insurance letter. I will then have our GSA's regional PBS regional commissioner execute and return one original to you for your records.

Note: This is a five year revocable license for operation continuity at the World Trade International Bridge, Land Port Entry.

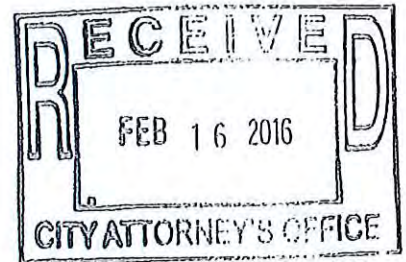
If you have any questions, please contact me at: (817) 978-4652 Office / (972) 921-1449 Cell

Sincerely,

**DANNY BRANDT**

Digitally signed by DANNY BRANDT  
DN: c=US, o=U.S. Government, ou=General Services  
Administration, cn=DANNY BRANDT,  
0.9.2342.19200300.100.1.1=47001002832294  
Date: 2016.02.11 13:04:10 -06'00'

Danny Brandt, MCRP  
Site Acquisition and Relocation Contracting Officer  
Urban Development/Good Neighbor Regional Champion,  
General Services Administration, Greater Southwest Region  
819 Taylor Street, 7PT, 12A-580  
Fort Worth Texas 76102  
E-Mail [danny.brandt@gsa.gov](mailto:danny.brandt@gsa.gov)



U. S General Services Administration  
819 Taylor Street  
Fort Worth TX. 76102-6195  
[www.gsa.gov](http://www.gsa.gov)

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO. GS-07B-99198

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE: City of Laredo, A Municipal Corporation
C/O: City Manager: Jesus Olivares
3. ADDRESS: 1110 Houston Street, Laredo TX. 78042-0579
Office Ph: (956) 791-7300

4. PROJECT DESIGNATION AND ADDRESS: World Trade International Bridge, Land Port of Entry, 11601 FM Road 1472, Laredo TX. 78044
5. MAXIMUM PERIOD COVERED: FROM 02/15/2016 TO 02/14/2021

6. CONSIDERATION (\$): No Dollars and No Cents (\$0) and mutual covenants contained herein

7. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit "B & B -1" ( 2-Pages) , attached hereto and made a part hereof.)
"Turnaround Road" and "Inspiration Point"

8. PURPOSE OF LICENSE
1. To allow the City's LPOE staff to direct selected bridge patrons to travel, ingress and egress on the United States of America's property, "Turnaround Road".
2. To allow the City's LPOE staff access and controlled uses of "Inspiration Point" for celebratory, ceremonies, and dignitary activities.

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS

1. Licensee: City of Laredo, Contact: Bridge Manager: Mario Maldonado, E-Mail: mmaldonad0@ci.laredo.tx.us / Office: (956) 721-2074 Fax: (956) 721-2073. 2. The licensee, contractors, agents, and directed bridge patrons shall have the right of ingress and egress to the United States of America's property, commonly known as "Turnaround Road". 3. The licensee and its agents shall have the right of use of the United States of America's property, commonly known as "Inspiration Point" for the aforementioned purpose with 10 days prior notification to the licensor's building manager. 4. The licensee shall coordinate all activities occurring at the "Turnaround Road" with the licensor's building manager Gabriel Vargas, Office: 956-726-2208, Cell: 956-493-7761, E-Mail: gabriel.vargas@gsa.gov, or appointee, and further coordinate all activities occurring at "Inspiration Point" with the agency credentials office or GSA's regional credentials Officer: Cheri tow,cheri.tow@gsa.gov, Office: 817-976-0667, Cell: 617-470-3013. 5. Licensee shall furnish a self-insurance letter to the licensor, to be attached hereto and made part hereof as exhibit "A".

GENERAL SERVICES ADMINISTRATION LICENSOR vs LICENSEE
DATED (Month, day, year) vs ACCEPTED (Month, day, year)
BY (Signature) vs BY (Signature)
NAME: James Weller vs Jesus Olivares / jolivares@ci.laredo.tx.us
TITLE: Region 7 - Regional Commissioner vs City of Laredo Texas, City Manager

If License is a Corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL)

NAME OF CERTIFIER: Doanh "Zone" T. Nguyen
TITLE OF CERTIFIER: Acting City Secretary
NAME OF LICENSE SIGNER: Jesus. M. Olivares
TITLE OF LICENSE SIGNER: City Manager
SIGNATURE OF CERTIFIER: [Signature]

---

## 11. GENERAL CONDITIONS

a. **COMPLIANCE.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the General Services Administration, hereinafter referred to as GSA.

b. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property and installation or structure of any kind or character, except such as are specifically authorized herein.

c. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, Laws) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.

d. **SANITARY CONDITIONS.** If this licensee gives possession of United States property, the license shall at all times keep the premises in a sanitary condition satisfactory to GSA.

e. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.

f. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of license, including failure to comply with the obligations of said license, to the extent provided by State Law.

g. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.

h. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

i. **NOTICE.** Any property of the license installed or located on the property affected by the license shall be removed upon 30 days' written notice from GSA.

j. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.

k. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.

l. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.

m. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as GSA may hereafter prescribe.

n. **ATTEMPTED VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of GSA.

o. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of GSA (41 CFR Subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellations revocation of the license.

# SURVEY Of

Exhibit "B"

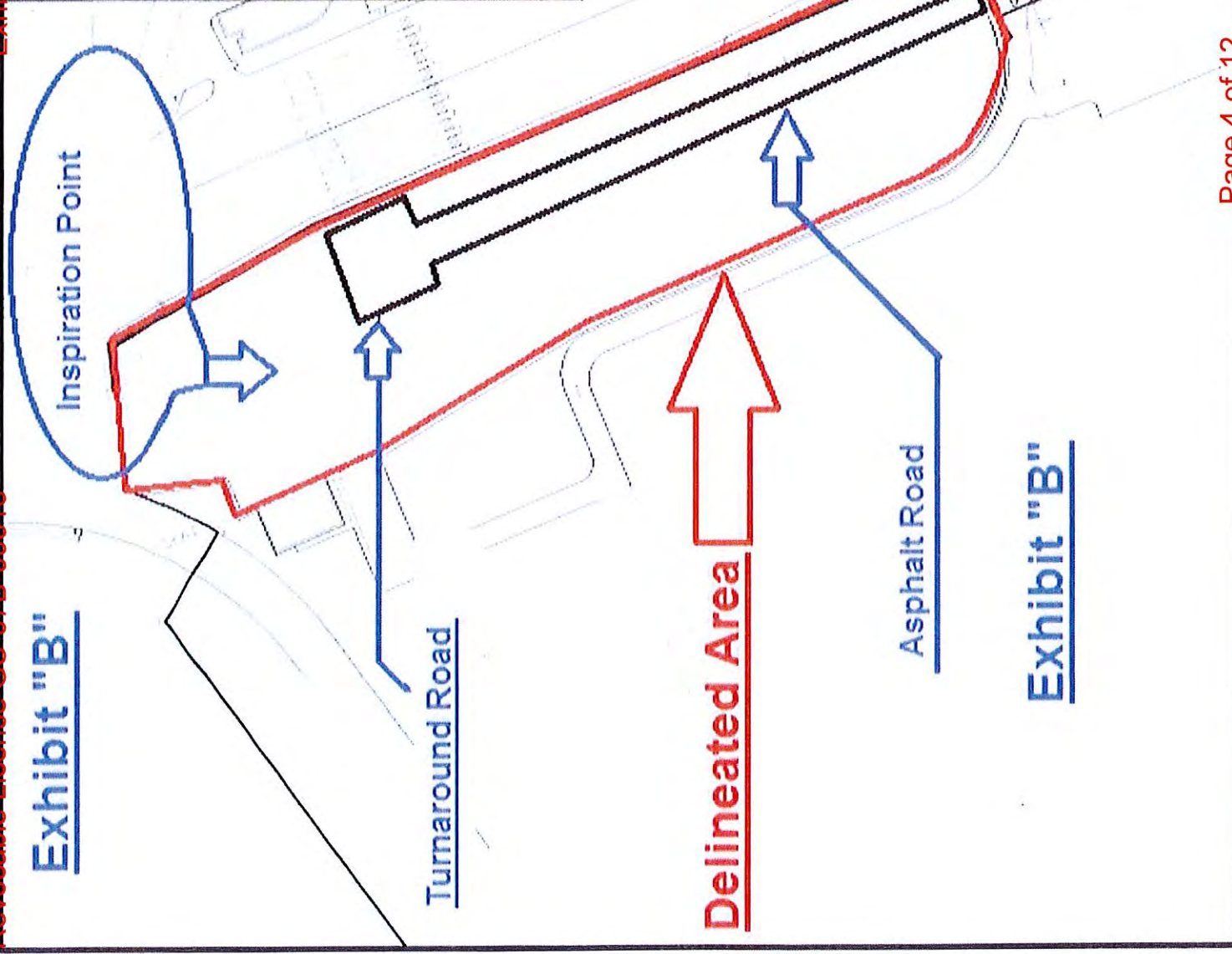


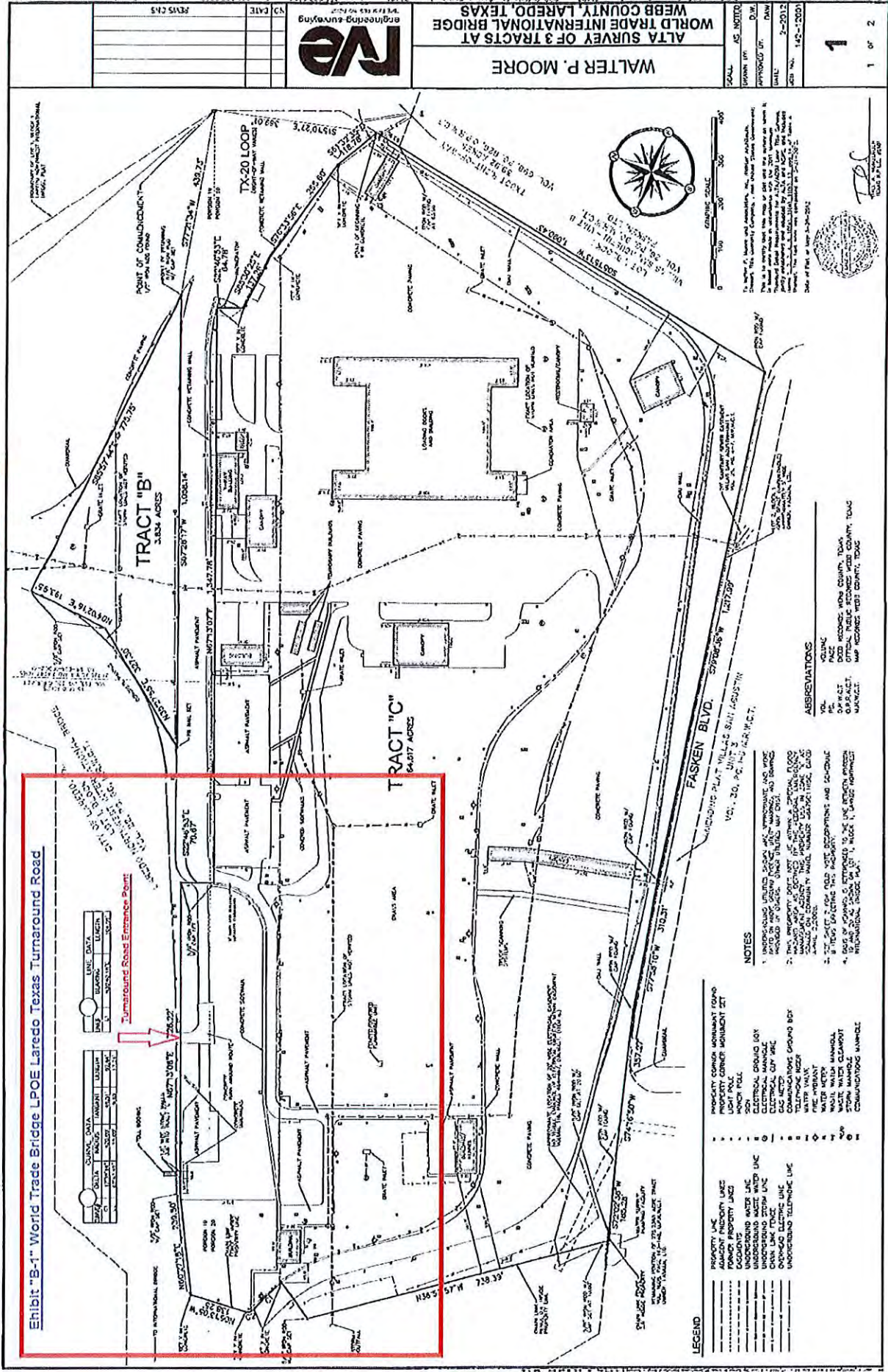
Exhibit "B"

**EXHIBIT - B**

Asphalt Road

Exhibit "B"

# EXHIBIT B-1



**REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY**

1. LICENSE NO.  
GS-07B-99198

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE City of Laredo, A Municipal Corporation C/O: City Manager: Jesus Olivares	3. ADDRESS 1110 Houston Street, Laredo TX. 78042-0579 Office Ph: (956) 791-7300
---	---

4. PROJECT DESIGNATION AND ADDRESS World Trade International Bridge, Land Port of Entry, 11601 FM Road 1472, Laredo TX. 78044	5. MAXIMUM PERIOD COVERED FROM 02/15/2016 TO 02/14/2021	
--	--	--

6. CONSIDERATION (\$) No Dollars and No Cents (\$) and mutual covenants contained herein

7. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit "B & B -1" ( 2-Pages ), attached hereto and made a part hereof.)  
"Turnaround Road" and "Inspiration Point"

8. PURPOSE OF LICENSE
1. To allow the City's LPOE staff to direct selected bridge patrons to travel, ingress and egress on the United States of America's property, "Turnaround Road".
  2. To allow the City's LPOE staff access and controlled uses of "Inspiration Point" for celebratory, ceremonies, and dignitary activities.

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

**I. SPECIAL CONDITIONS**

1. Licensee: City of Laredo, Contact: Bridge Manager: Mario Maldonado, E-Mail: mmaldonad0@ci.laredo.tx.us / Office: (956) 721-2074 Fax: (956) 721-2073. 2. The licensee, contractors, agents, and directed bridge patrons shall have the right of ingress and egress to the United States of America's property, commonly known as "Turnaround Road". 3. The licensee and its agents shall have the right of use of the United States of America's property, commonly known as "Inspiration Point" for the aforementioned purpose with 10 days prior notification to the licensor's building manager. 4. The licensee shall coordinate all activities occurring at the "Turnaround Road" with the licensor's building manager Gabriel Vargas, Office: 956-726-2208, Cell: 956-493-7761, E-Mail: gabriel.vargas@gsa.gov, or appointee, and further coordinate all activities occurring at "Inspiration Point" with the agency credentials office or GSA's regional credentials Officer: Cheri tow,cheri.tow@gsa.gov, Office: 817-976-0667, Cell: 617-470-3013. 5. Licensee shall furnish a self-insurance letter to the licensor, to be attached hereto and made part hereof as exhibit "A".


GENERAL SERVICES ADMINISTRATION LICENSOR	LICENSEE
DATED (Month, day, year)	ACCEPTED (Month, day, year)
BY (Signature)	BY (Signature)
NAME James Weller	NAME Jesus Olivares / jolivares@ci.laredo.tx.us
TITLE Region 7 - Regional Commissioner	TITLE City of Laredo Texas, City Manager

If License is a Corporation, the following Certificate of Licensee must be executed:

**CERTIFICATE OF CORPORATE LICENSEE**

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL)

NAME OF CERTIFIER Doanh "Zork" T. Nguyen
TITLE OF CERTIFIER Acting City Secretary
NAME OF LICENSE SIGNER Jesus M. Olivares
TITLE OF LICENSE SIGNER City Manager
SIGNATURE OF CERTIFIER 



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## 11. GENERAL CONDITIONS

a. **COMPLIANCE.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the General Services Administration, hereinafter referred to as GSA.

b. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property and installation or structure of any kind or character, except such as are specifically authorized herein.

c. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, Laws) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.

d. **SANITARY CONDITIONS.** If this licensee gives possession of United States property, the license shall at all times keep the premises in a sanitary condition satisfactory to GSA.

e. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.

f. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of license, including failure to comply with the obligations of said license, to the extent provided by State Law.

g. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.

h. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

i. **NOTICE.** Any property of the license installed or located on the property affected by the license shall be removed upon 30 days' written notice from GSA.

j. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.

k. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.

l. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.

m. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as GSA may hereafter prescribe.

n. **ATTEMPTED VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of GSA.

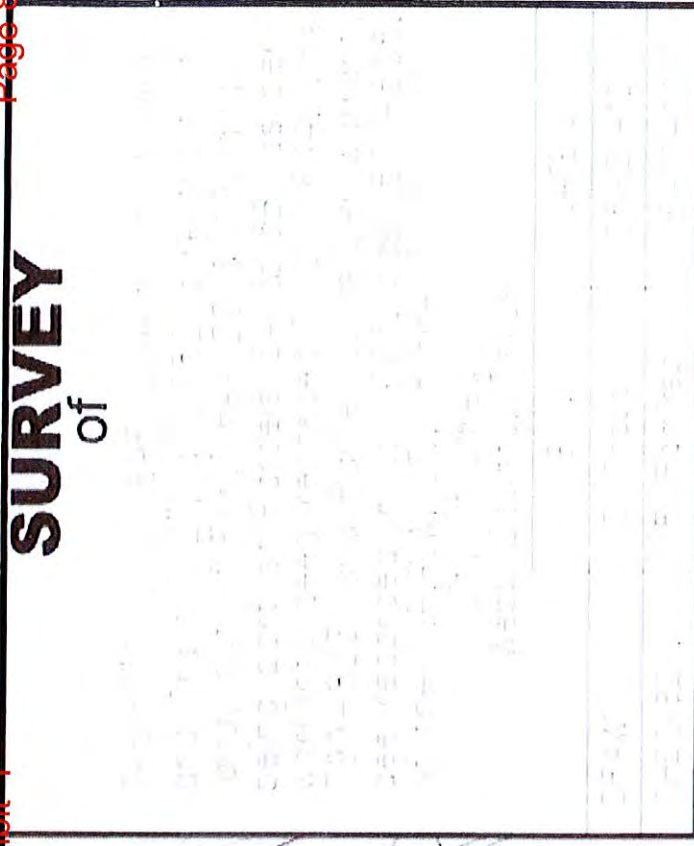
o. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of GSA (41 CFR Subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation or revocation of the license.

# SURVEY Of

Exhibit "B"



N

Exhibit "B"

EXHIBIT - B

Inspiration Point

Turnaround Road

Delineated Area

Asphalt Road

Exhibit "B"

# EXHIBIT B-1

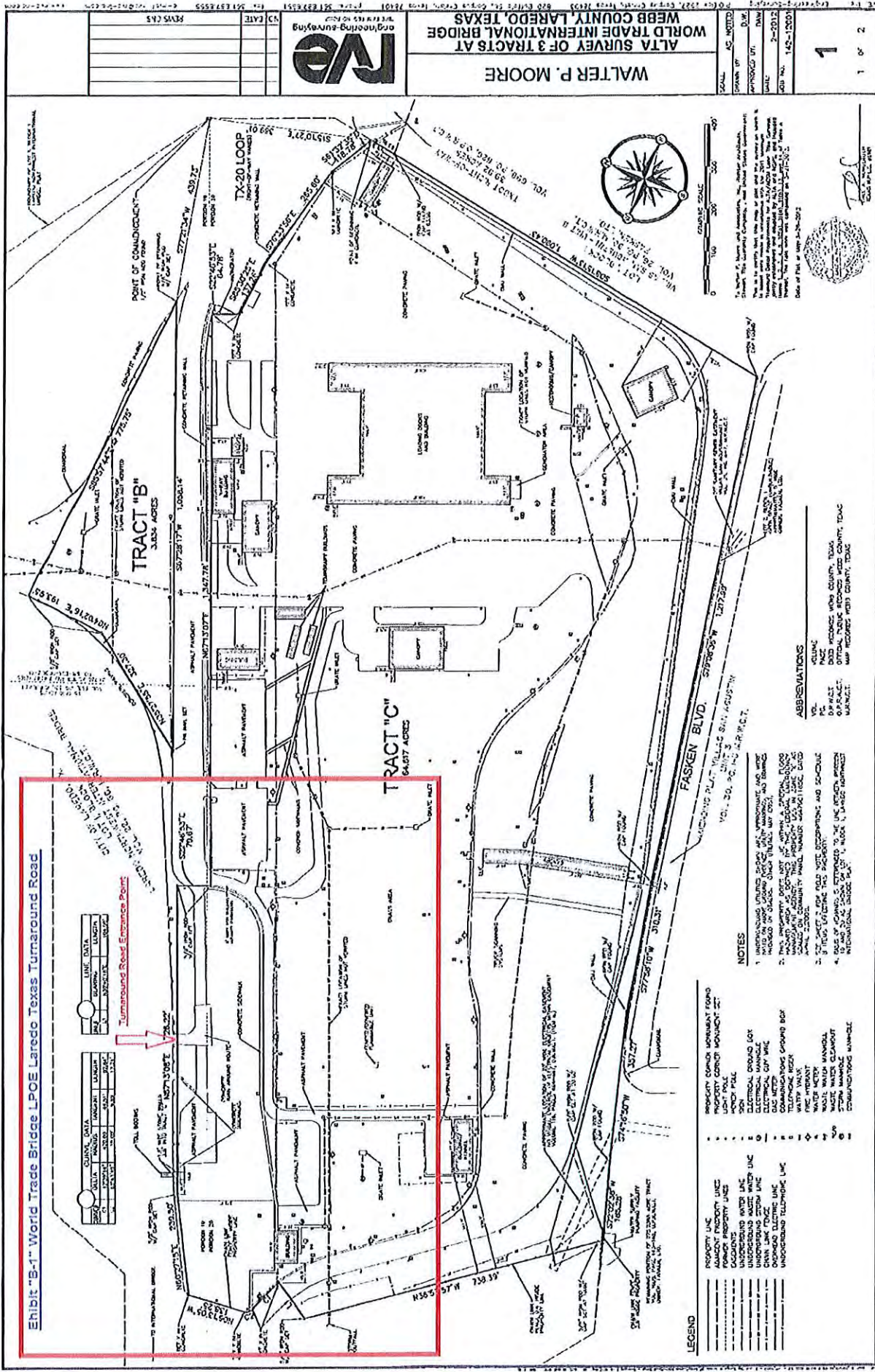


Exhibit "B-1" World Trade Bridge LPOE Laredo Texas Turnaround Road

QUANTITY	UNIT	DESCRIPTION	REMARKS
1	LINEAL FOOT	TURNAROUND ROAD ENTRANCE POINT	
1	LINEAL FOOT	TEL WORK	

Turnaround Road Entrance Point

TEL WORK

- LEGEND**
- PROPERTY LINE
  - ADJACENT PROPERTY LINES
  - FENCE PROPERTY LINES
  - CONCRETE PAVING
  - ASPHALT PAVEMENT
  - UNDERGROUND WATER MAIN
  - UNDERGROUND WATER WASTE LINE
  - UNDERGROUND GAS LINE
  - UNDERGROUND ELECTRIC LINE
  - UNDERGROUND TELEPHONE LINE
  - PROPERTY CORNER MONUMENT STONE
  - PROPERTY CORNER MONUMENT IRON
  - PROPERTY CORNER MONUMENT BRASS
  - PROPERTY CORNER MONUMENT ALUMINUM
  - PROPERTY CORNER MONUMENT COPPER
  - PROPERTY CORNER MONUMENT ZINC
  - PROPERTY CORNER MONUMENT LEAD
  - PROPERTY CORNER MONUMENT TIN
  - PROPERTY CORNER MONUMENT NICKEL
  - PROPERTY CORNER MONUMENT SILVER
  - PROPERTY CORNER MONUMENT GOLD
  - PROPERTY CORNER MONUMENT PLATINUM
  - PROPERTY CORNER MONUMENT IRIDIUM
  - PROPERTY CORNER MONUMENT RUTHENIUM
  - PROPERTY CORNER MONUMENT RHODIUM
  - PROPERTY CORNER MONUMENT PALLADIUM
  - PROPERTY CORNER MONUMENT ARGENTINE
  - PROPERTY CORNER MONUMENT CADMIUM
  - PROPERTY CORNER MONUMENT MERCURY
  - PROPERTY CORNER MONUMENT BISMUTH
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  - PROPERTY CORNER MONUMENT ASTATINE
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  - PROPERTY CORNER MONUMENT THULIUM
  - PROPERTY CORNER MONUMENT GADOLINIUM

- NOTES**
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
  2. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
  3. ALL DIMENSIONS ARE TO THE FACE UNLESS OTHERWISE NOTED.
  4. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
  5. ALL DIMENSIONS ARE TO THE FACE UNLESS OTHERWISE NOTED.
  6. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
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  9. ALL DIMENSIONS ARE TO THE FACE UNLESS OTHERWISE NOTED.
  10. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

- ABBREVIATIONS**
- PC - POINT OF CURVATURE
  - PT - POINT OF TANGENCY
  - PI - POINT OF INTERSECTION
  - EA - EXISTING ALIGNMENT
  - PA - PROPOSED ALIGNMENT
  - LA - LOCAL ALIGNMENT
  - TA - TANGENT ALIGNMENT
  - CA - CURVE ALIGNMENT
  - SA - SPLIT ALIGNMENT
  - EA - EXISTING ALIGNMENT
  - PA - PROPOSED ALIGNMENT
  - LA - LOCAL ALIGNMENT
  - TA - TANGENT ALIGNMENT
  - CA - CURVE ALIGNMENT
  - SA - SPLIT ALIGNMENT

WALTER P. MOORE  
ALTA SURVEY OF 3 TRACTS AT  
WORLD TRADE INTERNATIONAL BRIDGE  
WEBB COUNTY, LARDO, TEXAS

AS NOTED  
DATE: 3-20-12  
JOB NO.: 142-12003

1  
1 of 2

RE  
Engineering - Surveying

DATE: 3-20-12  
JOB NO.: 142-12003

DATE: 3-20-12  
JOB NO.: 142-12003

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DATE: 3-20-12  
JOB NO.: 142-12003



**EXHIBIT - A**  
Certificate of Coverage

**Pg. 1 of 3**

<b>TMLIRP Contract Number:</b>	8235
<b>Member:</b> Laredo Ms. Monica Flores HR Director 1102 Bob Bullock Loop Laredo, Texas 78043	<b>Company Affording Coverage:</b> Texas Municipal League Intergovernmental Risk Pool (TMLIRP) PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404

**Certificate Holder:**  
United States of America  
General Services Administration  
Greater Southwest Region  
819 Taylor Street - 7PT, 12A-5580  
Fort Worth, Texas 76102

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

**Workers' Compensation**  
Effective Date: 10/1/2015 Anniversary Date: 10/1/2016  
Limits of Liability: Statutory

**DESCRIPTION:**  
Evidence of coverage for Revocable License GS-07B-99198, which allows the City's LPOE staff to direct selected bridge patrons at the World Trade International Bridge, Land Port Entry to travel, ingress and egress, known as "Turnaround Road", additionally it allows the City's LPOE staff access, and controlled uses of an area of land commonly known as "Inspiration Point", for celebratory, ceremonies, and dignitary activities.

**Cancellation:** Should any of the above described coverages be canceled before the anniversary date hereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Corby Blittner

Date Issued:

3/25/2016



# EXHIBIT - A

Certificate of Coverage

Pg. 2 of 3

<b>TMLIRP Contract Number:</b> 8235	<b>Company Affording Coverage:</b> Texas Municipal League Intergovernmental Risk Pool (TMLIRP) PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404
<b>Member:</b> Laredo Ms. Monica Flores HR Director 1102 Bob Bullock Loop Laredo, Texas 78043	

**Certificate Holder:**  
United States of America  
General Services Administration  
Greater Southwest Region  
819 Taylor Street - 7PT, 12A-5580  
Fort Worth, Texas 76102


This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

<b>General Liability</b> Effective Date: 10/1/2015 Anniversary Date: 10/1/2016 Limits of Liability (Each Occurrence): \$1,000,000 Sudden Events Involving Pollution (Each Occurrence): \$1,000,000 Annual Aggregate: \$2,000,000 Deductible per Occurrence: \$5,000	<b>Real &amp; Personal Property</b> Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____																																	
<b>Law Enforcement Liability</b> Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	<b>Mobile Equipment</b> Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____																																	
<b>Errors and Omissions Liability</b> Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Wrongful Act): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	<b>Boiler &amp; Machinery - Broad Form</b> Effective Date: _____ Anniversary Date: _____ Per Accident Limit: _____ Deductible per Occurrence: _____																																	
<b>Auto Liability</b> Effective Date: 10/1/2015 Anniversary Date: 10/1/2016 Limits of Liability (Each Occurrence): \$1,000,000 Deductible per Occurrence: \$5,000	<table border="1"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>Mortgagee</td> <td></td> <td></td> </tr> <tr> <td>Loss Payee</td> <td></td> <td></td> </tr> <tr> <td>Loan Number:</td> <td></td> <td></td> </tr> </tbody> </table>		Yes	No	Mortgagee			Loss Payee			Loan Number:																							
	Yes	No																																
Mortgagee																																		
Loss Payee																																		
Loan Number:																																		
<b>Auto Physical Damage</b> Effective Date: _____ Anniversary Date: _____ Limits of Liability: _____ Collision Deductible: _____ Comprehensive Deductible: _____	<table border="1"> <thead> <tr> <th>Year/Make/Model</th> <th>VIN</th> <th>Value</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Year/Make/Model	VIN	Value																														
Year/Make/Model	VIN	Value																																
<b>Loss Payee:</b> Yes No	<b>Loan Number:</b> _____																																	

**DESCRIPTION:**  
Evidence of coverage for Revocable License GS-07B-99198, which allows the City's LPOE staff to direct selected bridge patrons at the World Trade International Bridge, Land Port Entry to travel, ingress and egress, known as "Turnaround Road", additionally it allows the City's LPOE staff access, and controlled uses of an area of land commonly known as "Inspiration Point", for celebratory, ceremonies, and dignitary activities.

**Cancellation:** Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Corby Bittner



Date Issued:  
3/25/2016

X102  
2/10/2015

# EXHIBIT - A Pg. 3 of 3

ADDITIONAL COVERED PARTY - OTHER GOVERNMENTAL ENTITY  
LIMITED TO ACTIVITIES OF THE FUND MEMBER

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverages shown below:

**GENERAL LIABILITY  
AUTOMOBILE LIABILITY  
LAW ENFORCEMENT LIABILITY  
ERRORS & OMISSIONS LIABILITY**

Entity Name : Laredo  
Entity ID : 8235  
Effective Date : 3/25/16

It is agreed that the "Covered Parties" provisions of the coverages listed above are amended to include as a **covered party** the governmental entity named below, but only with respect to the liability arising out of activities of the **Fund Member**. Such coverage shall not exceed the limits of coverage as set forth in the **Declarations**.

Governmental Entity: United States of America  
General Services Administration  
Greater Southwest Region  
Address: 819 Taylor Street – 7PT, 12A-5580  
City, State & Zip Code: Fort Worth, Texas 76102

Description

Evidence of coverage Revocable License GS-07B-99198 for the areas referred to "Turnaround Road" and "Inspiration Point"

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

EI.253  
07/22/02

RESOLUTION NO. 2019-R-92

RATIFYING THE EXECUTION OF A REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY (LICENSE NO. GS-07B-99318) BETWEEN THE U.S. GENERAL SERVICES ADMINISTRATION (GSA) AND THE CITY OF LAREDO TO ALLOW THE CITY OF LAREDO TO INSTALL IMPROVEMENTS ACCEPTED BY GSA IN A FULLY EXECUTED DONATION ACCEPTANCE AGREEMENT (DAA) BETWEEN THE CITY OF LAREDO, TEXAS AND GSA WHICH IS TO FACILITATE THE CONSTRUCTION OF A TEMPORARY ROADWAY BEING BUILT TO DECREASE TRAFFIC CONGESTION AT THE WTB LPOE IN LAREDO, TEXAS. EXECUTED DAA IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "E".

WHEREAS, On May 6, 2019, Council approved Resolution 2019-R-65 authorizing the Co-Interim City Managers to execute a Donation Acceptance Agreement by and between the United States of America, acting by and through the U.S. Department of Homeland Security, U.S. Customs and Border Protection ("CBP") and the U.S. General Services Administration ("GSA"), Public Buildings Service ("PBS") and the City of Laredo for the proposed donation of a roadway in support of an increase of traffic at the World Trade Bridge Land Port of Entry (LPOE) located in Laredo, Texas. Donor seeks to design, construct and donate a roadway in support of processing inbound empty commercial vehicles due to an increase in traffic volume at the World Trade Bridge LPOE, which is owned by the United States and under the jurisdiction, custody and control of GSA; and

WHEREAS, the City of Laredo (Donor) seeks to design, construct, and donate a roadway in support of processing inbound empty commercial vehicles due to an increase in traffic volume at the World Trade Bridge LPOE, which is owned by the United States and under the jurisdiction, custody and control of GSA; and

WHEREAS, once completed and upon conveyance of the property to the United States, the entirety of the donation will become the property of the United States, subject to a minimum of a one-year warranty; and

WHEREAS, the scope of work will consist of the following: 1) pulverize and/or disk the existing asphalt surface and patches. 2) Regrade and reshape old asphalt and road base with a 2% cross slope crown and ditches to drain. 3) Compact the old asphalt and road base to 98% Standard Proctor Density. 4) Place 2" thickness of hot mix asphalt surface course over the compacted road base.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREREDO THAT:

Section 1. Ratifying the execution of a Revocable License for Non-Federal Use of Real Property (License No. GS-07B-99318) between the U.S. General Services Administration (GSA) and the City of Laredo to allow the City of Laredo to install improvements accepted by GSA in a fully executed Donation Acceptance Agreement (DAA) between the City of Laredo, Texas and GSA which is to facilitate the construction of a temporary roadway being built to decrease traffic congestion at the WTB LPOE in Laredo, Texas. Executed DAA is attached hereto and made a part hereof as Exhibit "E".

Section 2. That this resolution shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

ATTEST:

---

JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

---

KRISTINA LAUREL HALE  
CITY ATTORNEY



**City Council-Regular**

**Meeting Date:** 06/17/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Staff Source:** Homero Vazquez-Garcia, Director Information Services & Telecommunications; Miguel A. Pescador, Purchasing Agent

---

**SUBJECT**

Consideration to award contract number FY19-068 to Ascending Technologies, Laredo, Texas for the purchase, installation for Public Wi-Fi for Sames Auto Arena for an amount not to exceed \$347,881.79. This contract will include the purchase, installation, conversion facilitation, testing and training for Public Wi-Fi for guest's application to include but not be limited to: Access for up to 10,000 guests to access Public Wi-Fi. Funding is available in the Sports Venue –Sales and Community Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City of Laredo owns the property for the Sames Auto Arena. The City contracts with SMG for managing the Sames Auto Arena. Currently, the Sames Auto Arena doesn't offer Public Wi-Fi for guests ("Wi-Fi"), therefore, the need is required. The Wi-Fi is leveraged by multiple entities; however, SMG staff maintains responsibility for management of the system. Though the City is owner of the property with the new Public Wi-Fi for guest, SMG is responsible for defining functional requirements and final acceptance of the installed products and solutions. The Sames Auto Arena have a production network of the Brocade Enterprise scalable model comprised of 1Gb fiber interconnects from core to equipment closets supporting access layer switches populated with 10/100/1000 Mbps ports for client connectivity. The Sames Auto Arena encompasses approximately 61,000 square feet and, at full occupancy can house an approximate total of 10,000 patrons, clients and staff.

FY19-068 went out for Proposals on Cit-E-Bid and where six submittals were received and evaluated by the responsible committee.

**COMMITTEE RECOMMENDATION**

None.

## STAFF RECOMMENDATION

It is recommended that this motion be approved.

---

### Fiscal Impact

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Y  
**Source of Funds:** Sames Auto Arena Sports V  
**Account #:**  
**Change Order: Exceeds 25% Y/N:**

### FINANCIAL IMPACT:

Funding is available in the Sports Venue –Sales and Community Fund.

---

**City Council-Regular**

**Meeting Date:** 06/17/2019

**Initiated By:** Rosario Cabello and Robert Eads

**Staff Source:** Rosario Cabello and Robert Eads

---

**SUBJECT**

**2019-R-94** A Resolution of the City Council of the City of Laredo, TX expressing its strong opposition to the addition of a citizenship question in the Census 2020 questionnaire.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

6/3/19: City Council directed staff to bring forward a resolution in support of an accurate 2020 Census count and opposing the inclusion of a citizenship question on the 2020 Census.questionnaire.

**BACKGROUND**

The U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population. The Census additionally serves as the basis for federal and state funding allocated to communities and helps determine how many seats each state will have in the U.S. House of Representatives as well as the accurate and fair redistricting of state legislative seats, county and city councils and voting districts.

The Census Bureau submitted the Census 2020 questionnaire to Congress, including a question on the citizenship status of residents. This action is anticipated to have negative ramifications including discouraging participation in the census count. Census Bureau representatives have already reported widespread and unprecedented fear among respondents to other surveys, with respondents being reluctant to participate fully and provide accurate information. Ultimately the adoption of the citizenship question in Census 2020 would lead to inaccurate data about Latinos and all residents of Laredo, adversely affecting the prosperity and well-being of the City of Laredo.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

That this resolution be passed.

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**Attachments**

2019-R-94

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## **RESOLUTION 2019-R-94**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TX SUPPORTING THE GOALS AND IDEALS OF THE U.S. 2020 CENSUS AND THE CITY OF LAREDO'S COMMITMENT TO ENSURE THAT EVERY RESIDENT IS COUNTED AND FURTHER, EXPRESSING ITS STRONG OPPOSITION TO THE ADDITION OF A CITIZENSHIP QUESTION IN THE CENSUS 2020 QUESTIONNAIRE.**

**WHEREAS** the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy; and

**WHEREAS**, the City of Laredo is committed to ensuring every resident is counted; and

**WHEREAS**, federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data and housing; and

**WHEREAS** census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for the an accurate and fair redistricting of state legislative seats, county and city councils and voting districts; and

**WHEREAS** information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment; and

**WHEREAS**, the Census Bureau submitted the Census 2020 questionnaire to Congress, including a question on the citizenship status of residents; and

**WHEREAS**, the Commerce Secretary's decision is unjustified, insofar as data from the American Community Survey, and the census "long" form before that, are sufficiently robust for civil rights and Voting Rights Act enforcement; and

**WHEREAS**, the decennial census has not included a citizenship question since 1950 prior to the enactment of the Voting Rights Act in 1965; and

**WHEREAS**, a citizenship question has not been tested by the Census Bureau in modern times, in a form sent to 100% of population, and the Bureau's 2018 End-to-End test questionnaire does not include the question; and

**WHEREAS**, Census Bureau representatives have already reported widespread and unprecedented fear among respondents to other surveys, with respondents being reluctant to participate fully and provide accurate information; and

**WHEREAS**, if Latinos and other residents do not initially respond to the Census questionnaire, the Bureau will follow-up by sending enumerators to their homes, and costs will increase exponentially; and

**WHEREAS**, the Census Bureau expects that every one percent decrease in the self-response rate that it has budgeted will increase the cost of the census by \$55 million – a \$10 million increase from its original projected cost of \$45 million; and

**WHEREAS**, the adoption of the citizenship question in Census 2020 would lead to inaccurate data about Latinos and all residents of Laredo, adversely affecting the prosperity and well-being of the City of Laredo;

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

Section 1: It supports the goals and ideals of the U.S. 2020 Census and remains committed to ensuring that every resident is counted.

Section 2: It will make use of all future opportunities in the federal administrative and legislative process to express its opposition to the addition of the citizenship question, and to highlight the adverse impact on the City of Laredo.

**DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.**

---

PETE SAENZ  
MAYOR

ATTESTED:

---

JOSE A. VALDEZ, JR.  
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE  
CITY ATTORNEY

BY: \_\_\_\_\_

CRISTIAN ROSAS-GRILLET  
ASSISTANT CITY ATTORNEY

## Community Development . a.

### City Council-Regular

**Meeting Date:** 06/17/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Staff Source:** Arturo Garcia, Community Development Director and Ria Mia, Utilities Director

---

### SUBJECT

**2019-R-93** Accepting the conveyance of:

Lot 1C Sec II Mall del Norte (13.0615 acres);  
Lots 2A & 8 Sec I Mall del Norte (32.656 Acres);  
Lot 2B Sec I Mall del Norte (3.6013 Acres);  
Lot 6 Sec I Mall del Norte (.4889 Acres);  
Lot 1D Sec II Mall del Norte (.3143 Acres);  
Lot 1 Sec I Mall del Norte (9.58 Acres);  
Lot 4 Sec I Mall del Norte (.0873 Acres);

also known as Mall Del Norte, 5300 San Dario, for a utility and utility access easement, being more fully described in Exhibit "A"; and providing for an effective date.

### PREVIOUS COUNCIL ACTION

None

### BACKGROUND

During a recent audit of utility lines within the 5300 San Dario address, commonly known as Mall Del Norte, it was discovered that there was not an Utility easement agreement established between the current property owners of CBL & Associates Management, Inc., Mall del Norte, LLC, Laredo/MDN II Limited Partnership and the City of Laredo.

On December 19, 2018, the firm of Lopez Peterson, PLLC, authored a letter where the current property owners have agreed to grant the City of Laredo Utility/Building Department an Utility easement and Utility Access easement agreement for the identified lots described.

### COMMITTEE RECOMMENDATION

N/A



**STAFF RECOMMENDATION**

Recommends the acceptance of the Resolution as presented.

---

**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

None.

---

**Attachments**

Resolution 2019-R-093

Exhibit "A"

Easement

---

**Resolution 2019-R-093**

**ACCEPTING THE CONVEYANCE OF LOT 1C SEC II MALL DEL NORTE 13.0615 ACS; LOT 2A & 8 SEC I MALL DEL NORTE 32.656 ACS; LOT 2B SEC I MALL DEL NORTE 3.6013 ACS; LOT 6 SEC I MALL DEL NORTE .4889 ACS; LEGALLY DESCRIBED AS, SITUATED IN WEBB COUNTY, TEXAS AND BEING MALL DEL NORTE SECTION ONE LOTS 2A AS PER PLAT RECORDED JANUARY 4, 1993 IN VOLUME 12, PAGE 46, WEBB COUNTY PLAT RECORDS. AND LOT 1D SEC II MALL DEL NORTE .3143 ACS; LOT 1 SEC I MALL DEL NORTE 9.58 ACS; LOT 4 SEC I MALL DEL NORTE .0873 ACS; LEGALLY DESCRIBED AS, SITUATED IN WEBB COUNTY, TEXAS, AND BEING A 9.4178-ACRE TRACT OF LAND SAME BEING LOT 1, MALL DEL NORTE SECTION ONE RECORDED MAY 1, 1992 IN VOLUME 11, PAGES 40-42, WEBB COUNTY PLAT RECORDS. SAID 9.4178 ACRES BEING A PORTION OF THAT 9.580-ACRE TRACT AS SHOWN IN VOLUME 125, PAGE 751 AND 752, WEBB COUNTY DEED RECORDS. A PORTION OF SAID ORIGINAL 9.580-ACRE TRACT NOW TAKEN UP BY STREET RIGHT OF WAY FOR CALLE DEL NORTE. MORE COMMONLY KNOWN AS MALL DEL NORTE 5300 SAN DARIO THAT WILL SERVE AS A UTILITY AND UTILITY ACCESS EASEMENT FOR THE PURPOSE OF EXCAVATING, CONSTRUCTING, INSPECTING, REPAIRING, REPLACING, LOCATING, RELOCATING, AND MAINTAINING UNDERGROUND UTILITY LINES AND ANY APPURTENANT OR NECESSARY FACILITIES, IN OVER, UPON, ACROSS, AND THROUGH SAID LOTS. THE SAID UTILITY EASEMENT AND UTILITY ACCESS EASEMENT IS FURTHER DESCRIBED IN THE ATTACHED EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Laredo in partnership with Mall Del Norte, LLC, Laredo/MDN Limited Partnership, Laredo/MDN II Limited Partnership, and CBL & Associates Management, Inc. have deemed the necessity to convey this easement; and

**WHEREAS**, the purpose of the utility easement and access easement would allow for the excavating, constructing, inspecting, repairing, replacing, locating, relocating, maintaining underground utility lines and any appurtenant; and

**WHEREAS**, Mall Del Norte, LLC, Laredo/MDN Limited Partnership, Laredo/MDN II Limited Partnership, and CBL & Associates Management, Inc. has agreed to convey named lots for a utility and access easement; and

**WHEREAS**, it is in the best interest of the City of Laredo to accept the conveyance of the above-referenced easement, as described in attached Exhibit "A".

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

- A. To accept the conveyance of LOT 1C SEC II MALL DEL NORTE 13.0615 ACS; LOT 2A & 8 SEC I MALL DEL NORTE 32.656 ACS; LOT 2B SEC I MALL DEL NORTE 3.6013 ACS; LOT 6 SEC I MALL DEL NORTE .4889 ACS; LOT 1D SEC II MALL DEL NORTE .3143 ACS; LOT 1 SEC I MALL DEL NORTE 9.58 ACS; LOT 4 SEC I MALL DEL NORTE .0873 ACS, for the purpose of serving as a Utility and Utility Access Easement.
- B. Said easement tract is needed for the installation and maintenance of utility lines to better serve the public.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

\_\_\_\_\_  
**PETE I. SAENZ**  
**MAYOR**

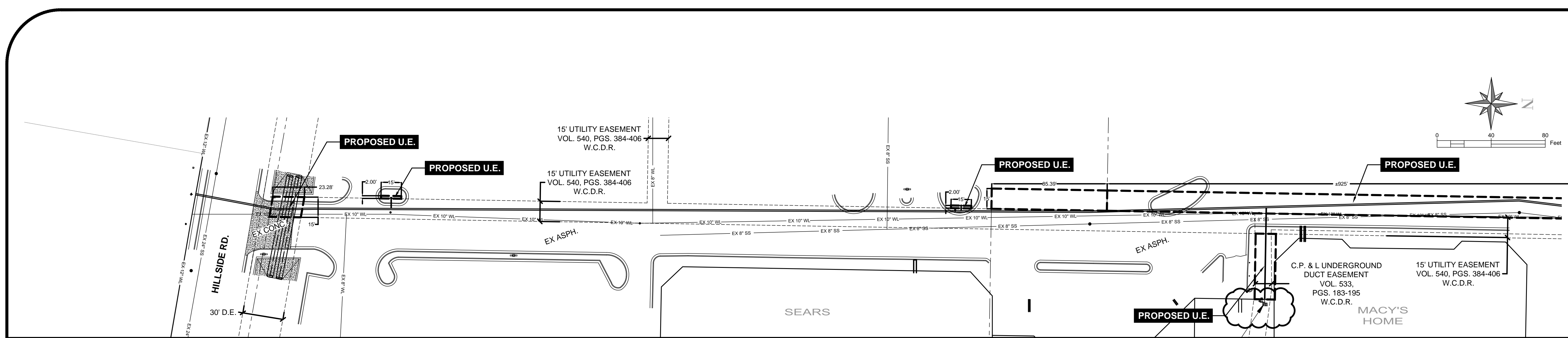
**ATTEST:**

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

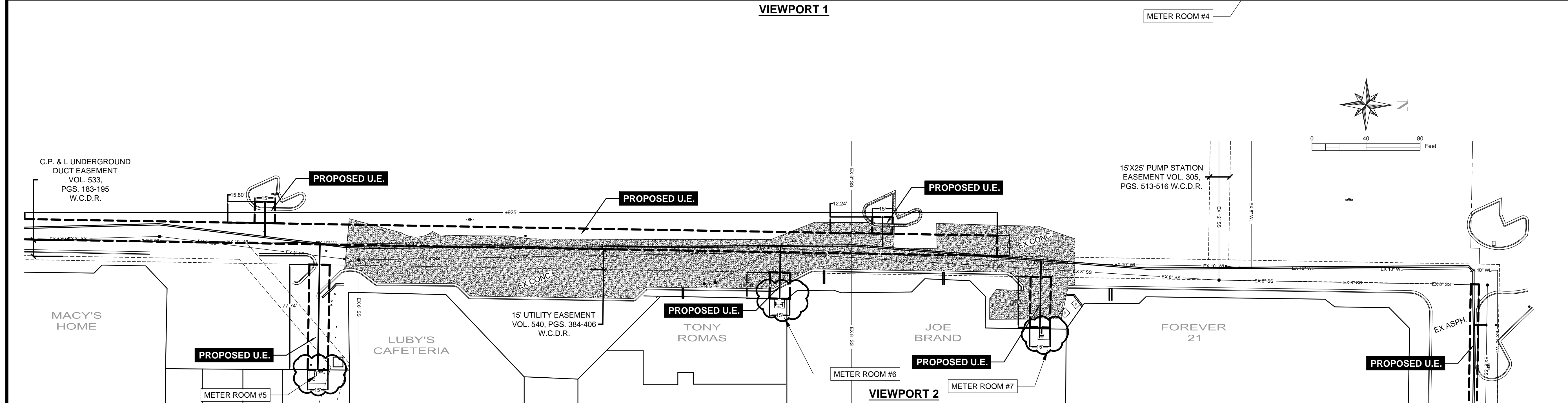
**APPROVED AS TO FORM:**

**KRISTINA LAUREL HALE**  
**CITY ATTORNEY**

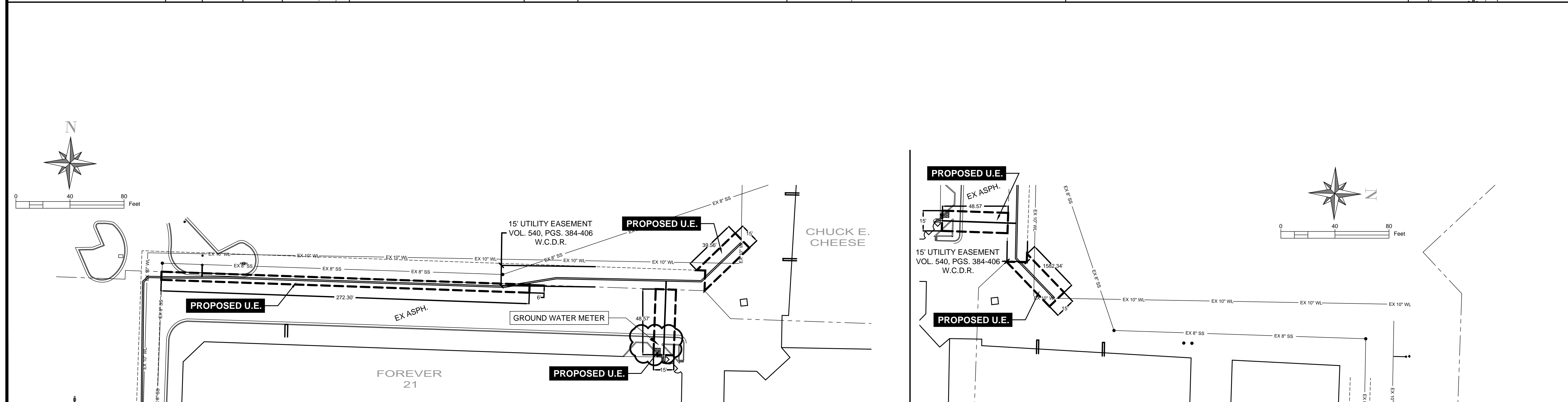
By: \_\_\_\_\_  
**XAVIER CHARLES**  
**ASSISTANT CITY ATTORNEY**



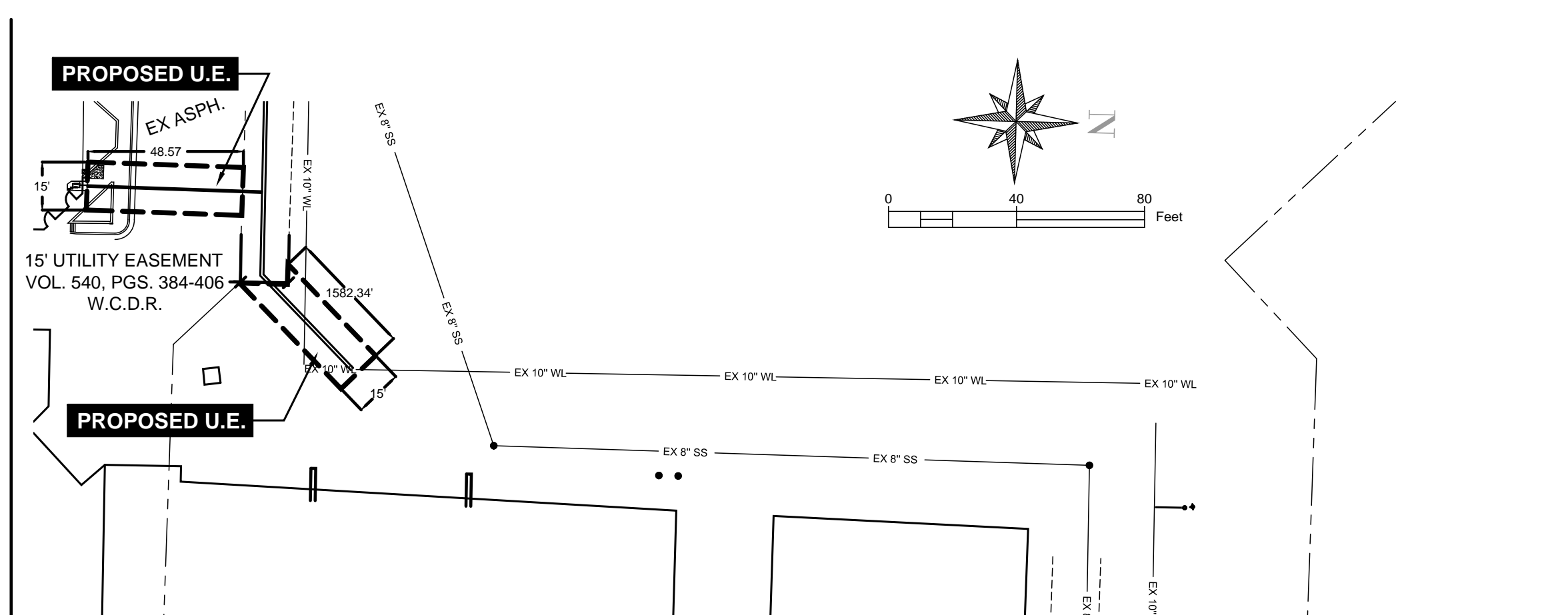
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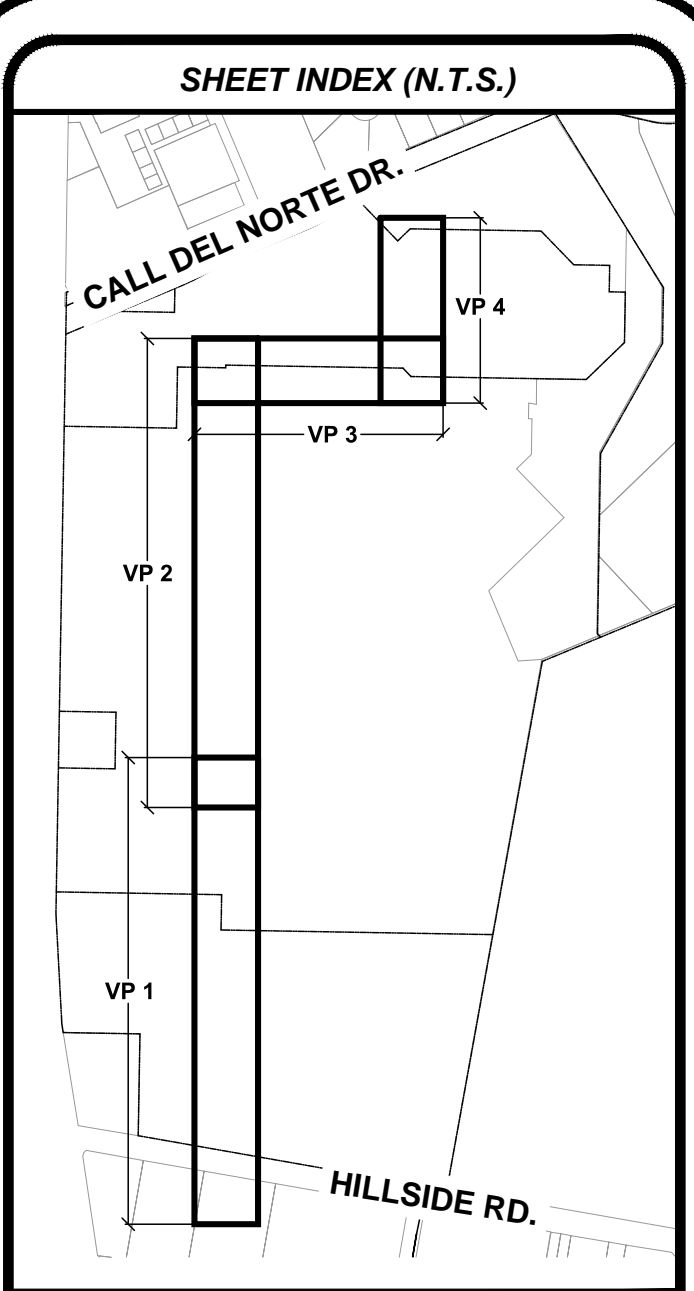
VIEWPORT 2



VIEWPORT 3



VIEWPORT 4




**LEGEND**

EX CONC

No.	Revision/Issue	Date

FIRM NAME AND ADDRESS  
**CRANE ENGINEERING CORP.**  
 1310 JUNCTION DRIVE SUITE B  
 LAREDO, TX 78041 956-712-1996  
 FIRM REGISTRATION NO. F-3353



Project Name and Address  
**San Dario Water Line Replacement Project**  
**PROPOSED UTILITY EASEMENTS**

Sheet Title  
**EXHIBIT #A**

Date	Sheet
4/30/2019	
Scale	
1" = 40'	

EXHIBIT #A.dwg

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**UTILITY EASEMENT AND UTILITY ACCESS EASEMENT**

Date: \_\_\_\_\_, 2019

Grantors: MALL DEL NORTE, LLC;  
LAREDO/MDN LIMITED PARTNERSHIP;  
LAREDO/MDN II LIMITED PARTNERSHIP;  
CBL & ASSOCIATES MANAGEMENT, INC.

Grantee: City of Laredo, a Texas Municipal Corporation

Grantee's Address: 1110 Houston St.  
P.O. Box 579  
Laredo, Webb County, Texas 78042-0579

Easement Property: LOT 1C SEC II MALL DEL NORTE 13.0615 ACS  
LOT 2A & 8 SEC I MALL DEL NORTE 32.6566 ACS  
LOT 2B SEC I MALL DEL NORTE 3.6013 ACS  
LOT 6 SEC I MALL DEL NORTE .4889 ACS  
  
LOT 1D SEC II MALL DEL NORTE .3143 ACS  
LOT 1 SEC I MALL DEL NORTE 9.58 ACS  
LOT 4 SEC I MALL DEL NORTE .0873 ACS

Also known as:  
Mall Del Norte  
5300 San Dario  
Laredo, Texas 78041

The Easement Property specifically excludes the buildings or other physical structures located on the real property, being more fully described in Exhibit "A"

Easement Purpose: For the existing water and sewer lines, and the maintenance, repair, replacement and relocation/installation of water lines on the property to be determined by Grantor and Grantee as a general Utility and Utility Access Easement.

To give Grantee the right to construct, reconstruct, repair, and perpetually maintain improvements, including water and sewer lines, laterals, and all other appurtenant equipment and fixtures, and the right of free, full, and

unimpeded access from the same tract of land for the limited purpose of accessing the Easement property herein granted.

Grantors, for and in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the covenants hereinafter set forth, MALL DEL NORTE, LLC; LAREDO/MDN LIMITED PARTNERSHIP; LAREDO/MDN II LIMITED PARTNERSHIP; and CBL & ASSOCIATES MANAGEMENT, INC., ("Grantors"), whether one or more persons, hereby grant, sell, convey, and warrant to the City of Laredo, a Texas Municipal Corporation, whose principal business address is 1110 Houston Street, Laredo, Webb County, Texas 78040 (the "City") and its successors, assigns, lessees and tenants the above-described Utility and Access Easement ("Easement"), for utilities transmission, and distribution, including water and sewer lines, laterals, and all other appurtenant equipment and fixtures, being, in, on, over, under, through and across the above-described lands of the Grantors, situated in the City of Laredo, Webb County, State of Texas.

This Easement shall be a general easement and The Easement Area is more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, easements, mineral leases, conditions, and restrictions relating to the hereinabove described property and now reflected by the Official Property Records of Webb County, Texas.

TO HAVE AND TO HOLD the same to Grantee, together with the right and privilege, at any and all times, subject to Grantors' security measures in place, from time to time, to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, repairing, and maintaining said utility easement, including all necessary water and sewer lines, laterals, and all other appurtenant equipment and fixtures.

Grantors hereby bind themselves and Grantors' heirs, executors, administrators, successors, and assigns to warrant and forever defend the easement and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

**GRANTORS FURTHER GRANT THE CITY THE FOLLOWING RIGHTS:**

The right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol, protect, repair, remove, replace, upgrade and relocate within the Easement Area, water and sewer lines, laterals, and all other appurtenant equipment and fixtures; together with the right to add to said water and sewer lines, laterals, and all other appurtenant equipment and fixtures, from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement herein granted.

The right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantors as may be necessary for access to and from the Easement Area for the herein-referenced purposes.

**SPECIFIC EASEMENT(S)**: The parties hereto agree that, as needed, Grantors will provide a specific easement to Grantees for the replacement, repair, or installation of new utilities transmission and distribution equipment described herein.

**THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:**

**Use.** **The Easement shall only be used for the specific purposes stated in the Easement** and no other purpose whatsoever without Grantor's express written consent, which may not be unreasonably withheld by Grantors.

**Underground Utilities Only.** If the Easement permits Grantee to install or maintain utility lines, such utility lines and related improvements shall be located underground, except for above-ground equipment (such as meters, fire hydrants, blow-off valves, etc.).

**Approval of Location and Specifications.** Prior to the installment of any equipment or facilities by Grantee in the Easement, Grantee shall obtain Grantors' prior written approval of the specific location and specifications of such equipment and facilities (if such location and specifications are not already specified in the Easement). Grantee shall provide Grantors with an asset of as-built drawing at the time of completion of Grantee's installation, provided, however, that Grantee shall have no obligation to supply as-built drawings of facilities installed by Grantors' contractor(s).

**Grantors' Reservation.** Grantors hereby reserve the right (i) to relocate, at their sole cost and expense, all or any part of the Easement and Grantee's lines, equipment, and facilities therein, (ii) to use any surface or subsurface areas within the Easement, and to grant additional easements within the Easement, provided such use and grants do not substantially interfere with Grantee's use of the Easement, and (iii) to construct improvements on the surface of the Easement, such as landscaping paving, curbs, and gutters.

**Restoration.** Grantee agrees (i) that Grantee shall, at Grantee's expense, restore the surface of the Easement (as the same may have been improved) to the same condition as existed prior to any construction or actions by Grantee which alter the surface area; The City agrees to repair actual damages sustained by Grantors to any parking lots, private roads, private drives, improvements, structures, fixtures, landscaping paving, curbs, gutters, and any other real or personal property that are permitted herein, when such damages arise out of the City's exercise of the rights herein granted; (ii) that any work within the Easement shall be performed by Grantee in an expeditious manner consistent with accepted construction practices so as to minimize interference with Grantors' operations on the Easement and adjacent property; and (iv) that Grantee, in the exercise of its rights hereunder, shall use its best efforts not to block or in any way obstruct the use of any parking lots, driveways, roads, or other points of access abutting or located in or adjacent to the Easement. If, however, blocking and/or obstructing any parking lots, driveways, roads, or other points of access is necessary to perform the required repair or maintenance, Grantee may consult with Grantor about such obstructions.

Structures. All buildings, structures or improvements on the property are hereby specifically excluded from this Easement. Grantor shall be responsible for all water and sewer lines, backflow prevention, fire suppression lines and equipment located within any buildings, structures or improvements.

**No Construction Period.** Grantee agrees that **no construction activities, other than emergency maintenance and repair, shall be conducted by Grantee within the Easement between November 1 and the following January 15 of any year**, without the prior written consent of Grantor.

Term. The Easement and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless abandoned by Grantee for a period of 10 years.

No Waiver. The failure of Grantee to enforce any default or breach of any covenant, condition, or stipulation in this Easement, or the delay by Grantee in the use of any right herein granted, shall not be treated as a waiver of such default or breach, or of any subsequent default or breach, of the same or any other covenant, condition, or stipulation, or as waiver of any right of Grantee or of the ability of Grantee to use such right at a future date.

Entire Agreement. This instrument contains all covenants and terms between Grantor and Grantee related to the Easement. Any oral representations or modifications concerning this Easement shall be of no force and effect. Any subsequent amendment or modification to this Easement must be in writing and signed by Grantor and Grantee.

Assignment. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon Grantee and Grantor, and their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees. This Easement and rights and privileges granted herein to Grantee may be assigned (and/or licensed) by Grantee in whole or in part.

Miscellaneous. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "Grantee" includes the employees, contractors, and authorized agents of Grantee.

Warranty. Grantor, and its successors, assigns, and heirs, warrants title to and shall forever defend the Easement and all rights thereunder to Grantee, its successors and assigns, against anyone lawfully claiming or to claim the Easement or any part thereof.

**Any remaining space on this page left intentionally blank. See next page for signatures.**

\_\_\_\_\_ GRANTOR \_\_\_\_\_



		MALL DEL NORTE, LLC; LAREDO/MDN LIMITED PARTNERSHIP; LAREDO/MDN II LIMITED PARTNERSHIP; CBL & ASSOCIATES MANAGEMENT, INC.	
State of Tennessee	§		
	§		
Hamilton County	§		
This instrument was acknowledged before me on _____, ____ 2019.			
		Notary Public	
		Commission expires:	

This Instrument Was Prepared by Christopher C. Peterson and Joe Maldonado, Jr., LOPEZ PETESRON, PLLC, Colonnade Square I, 101 W. Hillside, Suite 1, Laredo, Texas 78041 – for and on behalf of MALL DEL NORTE, LLC; LAREDO/MDN LIMITED PARTNERSHIP; LAREDO/MDN II LIMITED PARTNERSHIP; and CBL & ASSOCIATES MANAGEMENT, INC.

When recorded return to: Christopher C. Peterson and Joe Maldonado, Jr., LOPEZ PETESRON, PLLC, Colonnade Square I, 101 W. Hillside, Suite 1, Laredo, Texas 78041 – for and on behalf of MALL DEL NORTE, LLC; LAREDO/MDN LIMITED PARTNERSHIP; LAREDO/MDN II LIMITED PARTNERSHIP; and CBL & ASSOCIATES MANAGEMENT, INC.

**City Council-Regular**

**Meeting Date:** 06/17/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Staff Source:** Arturo Garcia, Community Development Director

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**SUBJECT**

Consideration to rescind the selection of W.D. Shock Company Inc. of Nashville, Tennessee as the Sound Insulation Consulting Firm in support of the Laredo International Airport's Noise Compatibility Program for Phases 13 and 14 due to the inability to reach an agreement for services and to re-solicit request for qualifications from other qualified consulting firms.

**PREVIOUS COUNCIL ACTION**

On January 22, 2019, City Council authorized the selection of W.D. Shock Company Inc. of Nashville, Tennessee as the sound insulation consulting firm in support of the Laredo International Airport's Noise Compatibility Program for Phases 13 and 14.

**BACKGROUND**

On November 28, 2018 the City of Laredo opened a request for qualification (RFQ) in an effort to obtain a consultant for the Sound Insulation Program, in which W.D Shock Company Inc., was the sole bidder.

On January 22, 2019 Council approved a motion authorizing the selection of W.D Schock Company Inc., as a consultant for Phases 13 and 14. The motion also authorized staff to negotiate a contract for the Sound insulation Program.

On February 6, 2019 the Community Development Department submitted a letter requesting a fee proposal and construction schedule from W.D. Schock Company Inc.

On February 25, 2019 W.D. Schock submitted a fee proposal for Phases 13 and 14. After the proposal was reviewed by staff, the City of Laredo requested from W. D. Schock a contract on March 18, 2019.

On March 27, 2019 a contract was submitted by W.D. Shock Company, Inc. After review, City of Laredo staff noticed a significant increase in cost and disagreed with terms in the contract. During negotiations W.D. Shock was contacted by City of Laredo staff to submit a final and best fee proposal to amend City staff concerns on the contract

On May 24, 2019. W.D. Shock Company, Inc. submitted a revised proposal, the contract showing a decrease in costs by 21%. However, the revised fee proposal is still showing a 46% increase than previous the phase.

After much deliberation and discussion, staff is requesting to rescind the approval of W.D. Schock Company, Inc. as the selected consulting firm for the sound insulation program Phases 13 & 14 and re-solicit RFQ's in an effort to obtain more competitive and diversified proposals from qualified candidates nationwide.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Rescind selection of W.D. Schock Company, Inc and re-solicit RFQ's for a consulting firm.

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**City Council-Regular**

**Meeting Date:** 06/17/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Initiated By:** John Porter, Director of Environmental Services

**Staff Source:** John Porter, Director of Environmental Services

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**SUBJECT**

Authorizing the Co-Interim City Managers to sign Amendment 2, for the additional engineering services contract with Crane Engineering- Laredo, Texas in the amount of \$51,344.88. The total contract amount with this amendment is \$497,168.14 for the Eastern Chacon Creek 18"- 36" Interceptor from Vaquillas Lift Station to India and Gates. Amendment #2 proposes to perform an H&H study on existing conditions in East Chacon Creek, prepare plans, specifications, and cost estimates for channel improvements, as well as develop a regional stormwater masterplan from Summers Pond to Loop 20. Funding is available in the 2016 Environmental CO.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

NA

**PREVIOUS COUNCIL ACTION**

Council approved original contract on 9/4/2018 and approved Amendment #1 on 1/22/2019.

**BACKGROUND**

The City of Laredo Utilities Department will install a 36" sanitary sewer interceptor from the Vaquillas lift station to India and Gates. This interceptor will provide additional capacity to the development community. This interceptor will run adjacent to East Chacon Creek which currently has issues with erosion. Furthermore, an analysis of the H&H of this area will help the City implement stormwater improvements to reduce the risk of flooding to the residents of Century City as well as aid in longterm planning for stormwater and stormwater detention. It is the goal of staff to have these channel improvements be bid out with the interceptor project to reduce costs to the City.

**COMMITTEE RECOMMENDATION**

NA

**STAFF RECOMMENDATION**

Passage of the Motion.

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**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Y  
**Source of Funds:** 2016 Environmental CO  
**Account #:**  
**Change Order: Exceeds 25% Y/N:** N  
**FINANCIAL IMPACT:**

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**Attachments**

ChaconAmendment2

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STATE OF TEXAS           §  
COUNTY OF WEBB       §  
CITY OF LAREDO         §

**AMENDMENT TO CONTRACT FOR PROFESSIONAL  
ENGINEERING SERVICES FOR EASTERN CHACON CREEK 18” – 36” INTERCEPTOR  
FROM VAQUILLAS LIFT STATION TO INDIA AND GATES**

This Amendment to the Contract for Professional Engineering Services for the Eastern Chacon Creek 18” – 36” Interceptor from Vaquillas Lift Station to India and Gates is entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2019 by and between the CITY OF LAREDO, a home rule city, chartered pursuant to the Constitution and laws of the State of Texas, hereinafter referred to as “CITY,” and Crane Engineering Corp., a Texas Corporation duly formed and authorized to conduct business in the State of Texas, hereinafter referred to as “Crane”.

**WITNESSETH:**

**WHEREAS**, CITY and Crane entered into a Professional Services Contract dated August 10, 2018 (“Contract”); and

**WHEREAS**, CITY has added services to the scope of the August 10, 2018 Contract; and

**WHEREAS**, the change in scope of the Contract has increased the total cost of services to be rendered by Fifty One Thousand Three Hundred Forty Four Dollars and 88/100 (\$51,344.88); and

**WHEREAS**, the original Contract of August 10, 2018 requires all amendments thereto be written and signed by all parties.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein, the parties agree as follows:

1. The scope of the Contract is hereby amended to include those items listed on Attachment “A”. Attachment “A” is attached hereto and incorporate herein for all purposes.
2. All work shall be complete within eighty five (85) business days from the date Notice to Proceed is given by City to Crane. The production schedule is attached hereto as Attachment “B” and incorporated herein for all purposes.

3. The total additional charges for the services added to the scope of services shall not exceed Fifty One Thousand Three Hundred Forty Four Dollars and 88/100 (\$51,344.88). The compensation schedule for said charges is attached hereto as Attachment "C" and incorporated herein for all purposes.

4. All terms and conditions of the Contract remain unchanged with the exception of those amended and modified herein.

**IN WITNESS WHEREOF**, the City of Laredo acting through its Co-Interm City Managers, Robert A. Eads and Rosario C. Cabello, and Crane acting by and through Edward D. Garza, P.E., CFM its duly authorized Principal Engineer have executed this Amendment at Laredo, Texas, on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

City of Laredo, Texas

Crane Engineering Corp.

\_\_\_\_\_  
Robert A. Eads  
Co-Interm City Manager

  
\_\_\_\_\_  
Edward D. Garza, P.E., CFM  
Principal Engineer

City of Laredo, Texas

\_\_\_\_\_  
Rosario C. Cabello  
Co-Interm City Manager

Approved As To Form Only

ATTESTED

\_\_\_\_\_  
Kristina Laurel Hale  
City Attorney

\_\_\_\_\_  
Jose A. Valdez, Jr.  
City Secretary



Edward D. Garza, P.E., CFM  
President

Alfredo Martinez, P.E., CFM

## EXHIBIT A

### SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

#### EASTERN CHACON CREEK 18" – 36" INTERCEPTOR FROM VAQUILLAS LIFT STATION TO INDIA AND GATES

#### AMENDMENT #2

##### A. Objectives

- 1) Improve existing drainage crossing at Century City to address channel erosion, protect integrity of channel, and improve performance of drainage crossing.
- 2) Restore existing channel embankments that have suffered erosion.
- 3) Develop storm water management plan that integrates use of Summers Pond, Merida Pond, Independence Hills Pond & Channel system to provide adequate detention and regulate storm water flow downstream through Century City and Loop 20.

##### B. Scope of Services

- Task 1 Perform H&H analysis of existing conditions from Independence Hills / Century City to Chacon Creek.
- Task 2 Prepare construction plans, specifications, and cost estimate (PS&E) for earthen channel / embankment improvements at Century City drainage crossing and reestablishment of eroded embankments along Chacon Creek interceptor route from Independence Hills to Loop 20.
- Task 3 Perform H&H analysis of proposed improvements identified in Task 2 to develop updated H&H model.
- Task 4 Develop regional storm water management and detention master plan from Summers Pond to Loop 20 crossing by integrating existing ponds and drainage crossings within study area.





Edward D. Garza, P.E., CFM  
President  
Alfredo Martinez, P.E., CFM

**EXHIBIT B**

**PROJECT SCHEDULE**

**EASTERN CHACON CREEK 18" – 36" INTERCEPTOR  
FROM VAQUILLAS LIFT STATION TO INDIA AND GATES**

**AMENDMENT #2**

**Project Schedule (to be completed within or before the estimated time frame):**

Task 1 – Existing Condition Analysis	15 business days
Task 2 – Construction Plans, Specifications, Estimates (PS&E)	30 business days
Task 3 – Proposed H&H Analysis	10 business days
Task 4 – Storm Water Master Plan	30 business days



Edward D. Garza, P.E., CFM  
 President  
 Alfredo Martinez, P.E., CFM

**EXHIBIT C**

**COMPENSATION FOR PROFESSIONAL SERVICES RELATED TO BASIC CONTRACT**

**EASTERN CHACON CREEK 18" – 36" INTERCEPTOR  
 FROM VAQUILLAS LIFT STATION TO INDIA AND GATES**

**AMENDMENT #2**

- 1) Compensation shall be on fixed fee basis by task as outlined in the table below

Task	\$ of TOTAL FEE
1 – Existing Condition Analysis	\$10,479.12
2 – PS&E	\$19,943.44
3 – Proposed H&H Analysis	\$3,091.20
4 – Storm Water Master Plan	\$17,831.12
Total	<u>\$51,344.88</u>

**Method of Payment**

Payment shall be made to the Consultant based upon the several tasks as described heretofore and upon approval of task by City.

- 2) The consultant shall submit monthly partial payments for work performed for the various tasks upon the furnishing of satisfactory evidence and breakdown of actual time spent in the partial completion of the work.
- 3) The consultant shall be compensated on the basis described in Section V for basic services included in this Agreement. For additional services, compensation shall be negotiated in accordance with Attachment "D."
- 4) The final payment to be made by the City to the Consultant will be payable upon submission of the reports.



**City Council-Regular**

**Meeting Date:** 06/17/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Staff Source:** Steve E. Landin, Fire Chief

**SUBJECT**

Consideration to authorize the purchase of Self Contained Breathing Apparatuses, (SCBA) for the Fire Department from HEAT Fire Equipment, Von Ormy, Tx. through contract pricing (FY18-074) in the total amount of \$301,569.28. Funding is available in the Departments FY 18-19 operational budget.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

Vendor was awarded contract (FY 18-074) on 07/16/18, Motion 54. The purchase would complete full replacement of out dated self contained breathing apparatuses.

**PREVIOUS COUNCIL ACTION**

Authorized the approval of contract FY 18-074 to HEAT Safety Equipment.

**BACKGROUND**

The Fire Department is requesting authorization to purchase 32 complete Self Contained Breathing Apparatuses (SCBA's) from HEAT Safety Equipment, utilizing the Buy Board's Cooperative Purchasing Program contract pricing.

**COMMITTEE RECOMMENDATION**

None

**STAFF RECOMMENDATION**

Staff recommends that this purchase contract be approved.

**Fiscal Impact**

<b>Fiscal Year:</b>	2018-2019
<b>Budgeted Y/N?:</b>	Yes
<b>Source of Funds:</b>	2018-2019 CO
<b>Account #:</b>	401-9872-535-9004
<b>Change Order: Exceeds 25% Y/N:</b>	

**FINANCIAL IMPACT:**

<u>SCOTT Air-Pak X3 Pro</u>	<u>QY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
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Air Pack/Accessories	32	8,387.02	268,384.64
Cylinders	32	1,037.02	33,184.64
		<b><u>Grand Total</u></b>	\$301,569.28

Funding available through the 2018-2019 CO Bond Issue.

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**Attachments**

City Management Approval


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CITY OF LAREDO  
FIRE DEPARTMENT

MEMORANDUM

**TO:** Mr. Robert Eads, Co-Interim City Manager  
Ms. Rosario Cabello, Co-Interim City Manager

**FROM:** Steve E. Landin, Fire Chief / EMC 


**DATE:** May 20, 2019

**SUBJ:** SCBA's 2019


I respectfully request your authorization to utilize funding available from our 2018-2019 CO balance to purchase air packs (SCBA's) and accessories for the fire department. This is the last air pack purchase to complete a required department-wide air pack upgrade. We will be purchasing a total of 35 complete air packs with accessories at a total price of \$301,700. Funding is available in our CO account.

Budget Director Gilbert Sanchez and Acting Finance Director Jose Castillo have stated that this purchase is an eligible expense under the CO.

Subject to your authorization, an agenda item will be placed for the June 3, 2019 City Council Meeting for Council consideration. Your support and authorization is respectfully requested.

Approved  
Robert Eads   
Co-Interim City Manager

Denied  
Robert Eads  
Co-Interim City Manager

Approved  
Rosario Cabello   
Co-Interim City Manager

Denied  
Rosario Cabello  
Co-Interim City Manager

**City Council-Regular**

**Meeting Date:** 06/17/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Staff Source:** Gilberto Sanchez, Budget Director; Miguel A. Pescador, Purchasing Agent; Ron Miller, Fleet Manager

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**SUBJECT**

Consideration to authorize a lease purchase contract of seventy-five (75) 2019 Precedent Electric Golf Cars from Club Car LLC, Evans, Georgia in the total amount \$392,302.56 for the Max Mandel Golf Course. This contract is to replace current golf car models that have high usage and wear and tear. The purchase of this equipment shall be made utilizing a US Communities lease purchase contract subject to future appropriations. The lease purchase shall be 48 months. The estimated monthly payment shall be \$8,172.97. Funding is available in the Max Mandel Golf Course Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

Authorized participation in the US Communities program under Contract# EV2024-02

**BACKGROUND**

This contract is to replace existing/current golf car models that have high usage and wear and tear for the Max Mandell Golf Course. It is recommended that this fleet equipment be purchased from Club Car LLC, Evans, Georgia utilizing the US Communities lease purchasing program. The new tempos have lithium-Ion battery which offers a zero maintenance, high-performance power source that can save money and staff time, increase car reliability, and conserve energy to improve the overall performance of operations.

Club Car LLC

US Communities Contract # EV2024-02

Number of Cars	Type of Cars	Lease Term	Payment per Month	Total Monthly Payment
75	2019 Tempo Connect	48 months	\$101.96	\$7,647.00

1	2019 Cafe Express	48 months	\$325.39	\$ 325.39
1	2019 Villager 8	48 months	\$200.58	\$ 200.58
			<b>Total per month</b>	<b>\$8,172.97</b>

Tempo Connect pricing includes: 10" Android Touch Screen, Bracket and Hardware, and Bluetooth Speakers. Customer will have access to Dynamic Yardage and Bluetooth Capability.

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this lease purchase contract be approved.

**Fiscal Impact**

**Fiscal Year:** 2019

**Budgeted Y/N?:** Y

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

The account number(s) that will be used for lease purchase payment will be:



**City Council-Regular**

**Meeting Date:** 06/17/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Initiated By:** Rosario Cabello, Co-Interim City Manager

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

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**SUBJECT**

Approving monthly adjustments to the tax roll. The amounts adjusted for the month of May 2019 represent a decrease of \$35,888.10 These adjustments are determined by the Webb County Appraisal District and by court orders.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

Not Applicable.

**PREVIOUS COUNCIL ACTION**

Approves tax roll each year.

**BACKGROUND**

Under Section 26.09(e), Calculation of Tax, of the Texas Property Tax Code, "The Assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amount of tax entered as approved by the governing body constitutes the unit's tax roll." It was the recommendation of the City Attorney and the Tax Collections Attorney that adjustments be approved each month in addition to the tax roll being accepted with adjustments.

**COMMITTEE RECOMMENDATION**

Not Applicable.

**STAFF RECOMMENDATION**

Approval of Motion.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

For the month of May 2019, tax revenues decreased in the amount of \$35,888.10

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**Attachments**

Tax Recap Report

Tax Adjustment Listing

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	PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
-----						
		<-----TRANSACTIONS THIS PERIOD----->				
BASE TAX BILLED	1348,013,333.79		6,927.33	42,815.43-	✓ 35,888.10-	1347,977,445.69
- BASE TAX PAID	1337,950,004.95	970,766.49	3.47-	5,174.71-	5,178.18-	1338,915,593.26
- BASE PAID FROM DEFERRED						
+/- ADJUSTMENTS TO UNPAID TAX	2,734.03-					2,734.03-
= OUTSTANDING BASE TAX	10,060,594.81					9,059,118.40
-----						
CHARGES LEVIED						
- CHARGES PAID						
+/- ADJUSTMENTS TO UNPAID CHARGES						
= OUTSTANDING CHARGES						
-----						
OTHER PAID:						
PENALTY	23,195,430.96	58,757.59	82-	316.31	315.49	23,254,504.04
INTEREST	8,397,424.90	42,605.23	4.29	181.17	185.46	8,440,215.59
COLLECTION FEE	12,110,173.57	27,168.76		102.78	102.78	12,137,445.11
DISCOUNT UNAPPLIED	132,465.25	48,210.88	353.52-	81,355.36-	81,708.88-	98,967.25
DEFERRED						
TOTAL PAID	1381,785,499.63	1,147,508.95	353.52-	85,929.81-	86,283.33-	1382,846,725.25

TAX ADJUSTMENT LISTING  
 5/01/19 - 5/31/19  
 BY TRANSACTION DATE  
 RECAP TOTALS BY ENTITY/YEAR

ENTITY/YR	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
LARE 14	.00	.00	.00	.00	629.29	.00	.00	.00
LARE 15	.00	.00	.00	1405.35-	1985.28	.00	1569.06	1405.35-
LARE 16	.00	.00	.00	1438.86-	2944.48	.00	5438.44	1438.86-
LARE 17	.00	.00	.00	5427.19-	16116.82	.00	16813.19	5423.92-
LARE 18	936.55	.00	.00	22739.91-	46548.20	.00	38144.39	19524.17-
LARE TOTALS	936.55	.00	.00	31011.31-	68224.07	.00	61965.08	27792.30-
RP14 14	.00	.00	.00	.00	62.93	.00	.00	.00
RP14 TOTALS	.00	.00	.00	.00	62.93	.00	.00	.00
RP15 15	.00	.00	.00	16.37-	62.93	.00	17.51	.00
RP15 TOTALS	.00	.00	.00	16.37-	62.93	.00	17.51	.00
RP16 16	.00	.00	.00	16.37-	30.39	.00	20.90	.00
RP16 TOTALS	.00	.00	.00	16.37-	30.39	.00	20.90	.00
RP17 17	.00	.00	.00	16.37-	30.39	.00	.00	16.37-
RP17 TOTALS	.00	.00	.00	16.37-	30.39	.00	.00	16.37-
RP18 18	.00	.00	.00	54.61-	43.13	.00	33.15	55.96-
RP18 TOTALS	.00	.00	.00	54.61-	43.13	.00	33.15	55.96-
SUPP 16	.00	.00	.00	.00	.00	.00	.00	5064.71-
SUPP 17	2333.92	.00	.00	29.04-	.00	.00	.00	8538.74-
SUPP 18	12420.95	.00	.00	3950.68-	179.43	.00	171.41	20739.97-
SUPP TOTALS	14754.87	.00	.00	3979.72-	179.43	.00	171.41	34343.42-
TRZ1 17	.00	.00	.00	8261.84-	8261.84	.00	8261.84	8261.84-
TRZ1 18	.00	.00	.00	8222.93-	9388.22	.00	8222.93	8222.93-
TRZ1 TOTALS	.00	.00	.00	16484.77-	17650.06	.00	16484.77	16484.77-
TOTALS	15691.42 ✓	.00	.00	51579.52- ✓	86283.33	.00	78692.82	78692.82-

002  
 15,691.42 +  
 51,579.52 -  
 ✓ 35,888.10 -

**City Council-Regular**

**Meeting Date:** 06/17/2019

**Initiated By:** Rosario Cabello, Co-Interim City Manager

**Staff Source:** Melina E. Bermudez, Human Resources Director; Claudio Treviño Jr., Police Chief; Claudia Y. Poblano, Risk Manager

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**SUBJECT**

Discussion with possible action to consider a second request for an extension of Injury Leave with pay in accordance with 143.073(b) of the Texas Local Government Code for Patrol Officer Heriberto Rodriguez Jr. Human Resources and Police Department recommend extension. Total number of days out as of May 18, 2019 pay period: 276 days.

**PREVIOUS COUNCIL ACTION**

First request for an extension (21 work days from April 26, 2019 to May 24, 2019) granted by City Council on May 6, 2019.

**BACKGROUND**

Patrol Officer Heriberto Rodriguez Jr. suffered a work related injury on April 26, 2018. April 25, 2019 - 260th Day

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

40 working days from May 27, 2019 to July 19, 2019. Work days recommended maybe subject to minor variations depending on medical assessment and/or employee work schedule.

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**City Council-Regular**

**Meeting Date:** 06/17/2019

**Staff Source:** Victor Linares, Acting Building Director

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**SUBJECT**

Update of State Bill 852 affecting Local Government Code. Staff to present new procedures for building and inspection fees.

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

N/A

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

N/A

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**City Council-Regular**

**Meeting Date:** 06/17/2019

**Staff Source:** Victor Linares, Acting Building Director

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**SUBJECT**

Status of workshop held on June 12, 2019 between the Planning & Zoning Committee and the Technical Review Board together with City Staff in reference to the Setback Ordinance.

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

N/A

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

N/A

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**City Council-Regular**

**Meeting Date:** 06/17/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Staff Source:** Kristina L. Hale, City Attorney

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**SUBJECT**

Request for Executive Session pursuant to Texas Government Code Section 551.071(2) to consult with City Attorney in connection to the ongoing contract with 2L4L Baseball, LLC, and to return to open session for possible action.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

None.

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

None.

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**City Council-Regular**

**Meeting Date:** 06/17/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Staff Source:** Claudia San Miguel, Transit General Manager

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**SUBJECT**

**2019-RT-06** Authorizing the Co-Interim City Managers to accept and execute the Federal Transit Administration Grant No. TX-2019-056-00 Section 5307 Urbanized Area Grant Program authorized under the Fixing America's Surface Transportation (FAST) act transportation bill. Funding will be for operating assistance and preventative maintenance to the El Metro Bus Operations. The required local match for this grant will be funded with the transit's local sales tax.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

On April 15, 2019, the city's Mass Transit Board approved for the CO-Interim City Managers to submit a grant application in the amount of \$3,466,384 to the Federal Transit Administration for FY 2019 Section 5307 Urbanized Area grant program.

**BACKGROUND**

The United States Congress establishes the funding for Federal Transit Administration programs through authorizing legislation that amends Chapter 53 of Title 49 of the U.S. Code. On December 4, 2015, President Obama signed the [Fixing America's Surface Transportation \(FAST\) Act](#), reauthorizing surface transportation programs through Fiscal Year 2020. Funding is made available to designated recipients that must be public bodies with the legal authority to receive and dispense Federal funds. Governors, responsible local officials and publicly owned operators of transit services designate a recipient to apply for, receive, and dispense funds for transportation management areas pursuant to 49 U.S.C. 5307(a)(2). Generally, a transportation management area is an urbanized area with a population of 200,000 or more.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends approval of this resolution.

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## **Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Y  
**Source of Funds:** Grant  
**Account #:**

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

### **FINANCIAL IMPACT:**

Funds will be deposited in the Transit Operating fund in the amount of \$3,466,384.

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## **Attachments**

TX-2019-056-00 Grant Application  
Resolution No. 2019-RT-06

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## Application

<b>Federal Award Identification Number (FAIN)</b>	TX-2019-056-00
<b>Temporary Application Number</b>	2069-2019-2
<b>Application Name</b>	LAREDO FY19 SECTION 5307 OPERATING GRANT
<b>Application Status</b>	FAIN Assigned / Ready for Submission
<b>Application Budget Number</b>	0

### Part 1: Recipient Information

**Name: Laredo, City Of**

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
2069	City	CITY OF LAREDO	069463594

Location Type	Address	City	State	Zip
Headquarters	1110 HOUSTON ST	LAREDO	TX	780408019
Physical Address	1110 HOUSTON ST	LAREDO	TX	78040
Mailing Address	1301 FARRAGUT ST.	LAREDO	TX	78040

### Union Information

<b>Union Name</b>	<b>TEAMSTERS LOCAL UNION NO. 657</b>
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas
Zipcode	78239
Contact Name	HUGO FLORES
Telephone	2105902013
Fax	2105904420
E-mail	

Website	DOES NOT HAVE EMAIL
<b>Union Name</b>	<b>TEAMSTERS LOCAL UNION NO. 657</b>
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas
Zipcode	78239
Contact Name	FRANK PERKINS
Telephone	2105902013
Fax	2105904420
E-mail	
Website	

## Part 2: Application Information

### Title: LAREDO FY19 SECTION 5307 OPERATING GRANT

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
TX-2019-056-00	FAIN Assigned / Ready for Submission	Grant	4/23/2019	4/23/2019	No

#### Application Start Date

The start date will be set to the date of the award

#### Application End Date

9/30/2019

#### Application Executive Summary

Executive Summary. The City of Laredo is applying for FY2019 Section 5307 formula grant funds in the amount of \$3,466,384. This grant will consist of the use of federal funds for bus fixed route and paratransit operating services and maintenance expenses for the city of Laredo public transportation -Laredo Transit Management Inc. Furthermore, this grant will be used for administration expenses associated for both fixed route and paratransit services including the maintenance shop. Last, the City of Laredo will expense 1% for security including lighting and private security services. The required match for operating (50/50) for the federal amount of \$2,599,788 and capital (80/20) for the federal amount of \$866,596 are provided by the city's dedicated 1/4 percent sales tax.

#### Frequency of Milestone Progress Reports (MPR)

Quarterly

#### Frequency of Federal Financial Reports (FFR)

Quarterly

#### Does this application include funds for research and/or development activities?

This award does not include research and development activities.

#### Pre-Award Authority

This award is using Pre-Award Authority.

**Does this application include suballocation funds?**

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

**Will this Grant be using Lapsing Funds?**

No, this Grant does not use Lapsing Funds.

**Will indirect costs be applied to this application?**

This award does not include an indirect cost rate.

*Indirect Rate Details: N/A*

**Requires E.O. 12372 Review**

No, this application does not require E.O. 12372 Review.

**Delinquent Federal Debt**

No, my organization does not have delinquent federal debt.

### Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	heriberto.chavarria@dot.gov	Program Management Specialist		
	tony.ogboli@dot.gov	Community Planner		
Eduardo	Bernal	Planning Manager	ebernal@ci.laredo.tx.us	956-795-2250

### Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$3,466,384
Local			\$2,816,437
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$6,282,821</b>

## Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2019-056-01-00	117-00 (117-A1) OTHER CAPITAL ITEMS (BUS)	\$866,596.00	\$216,649.00	\$1,083,245.00	0
TX-2019-056-01-00	11.7A.00 PREVENTIVE MAINTENANCE	\$866,596.00	\$216,649.00	\$1,083,245.00	0
TX-2019-056-01-00	300-00 (300-A2) OPERATING ASSISTANCE	\$2,599,788.00	\$2,599,788.00	\$5,199,576.00	0
TX-2019-056-01-00	30.09.03 SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	\$2,599,788.00	\$2,599,788.00	\$5,199,576.00	0

## Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

## Sources of Federal Financial Assistance

This application does not contain any sources of federal financial assistance.

## Part 3: Project Information

### Project Title: Operating Assistance

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2019-056-01-00	2069-2019-2-P1	4/23/2019	10/1/2018	9/30/2019

### Project Description

These federal funds will be use for the City of Laredo Public Transportation (Laredo Transit Management Inc. EL METRO) Bus and Paratransit Operations in the Laredo Urbanized Area. The City of Laredo is applying for FY2018 Section 5307 formula grant funds in the amount of \$3,466,384. This grant will consist of the use of federal funds for bus fixed route and paratransit operating services and maintenance expenses for the city of Laredo public transportation transit system. Furthermore, this grant will be used for administration expenses associated for both fixed route and paratransit services including the maintenance shop. Last, the City of Laredo will expense 1% for security including lighting and private security services. The required match for operating (50/50) for the federal amount of \$2,599,788 and capital (80/20) for the federal amount of \$866,596 are provided by the city's dedicated 1/4 percent sales tax.

### Project Benefits

This project will continue to enhance the public bus services in the City of Laredo and to better service our riders.

**Additional Information**

The riders using our bus system will benefit by continuing using transit for their transportation needs like going to work, doctor visits, school, dialysis centers and other destinations. These riders depend every day for public transportation and for their daily travel needs which with this grant the operations of El Metro will continue in this fiscal year.

**Location Description**

Laredo, Tx

**Security**

Yes -- our organization will expend at least 1% of the 5307 funds in this application for security-related projects

**Project Location (Urbanized Areas)**

UZA Code	Area Name
480000	Texas
482390	Laredo, TX

**Congressional District Information**

State	District	Representative
Texas	23	Will Hurd
Texas	28	Henry Cuellar

**Program Plan Information****STIP/TIP**

Date: 5/21/2018

Description: TIP FY2019-2022

**UPWP**

Date: N/A

Description: N/A

**Long Range Plan**

Date: N/A

Description: N/A

**Project Control Totals**

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$3,466,384
Local			\$2,816,437

Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$6,282,821</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2019-056-01-00	117-00 (117-A1) OTHER CAPITAL ITEMS (BUS)	\$866,596.00	\$216,649.00	\$1,083,245.00	0
TX-2019-056-01-00	11.7A.00 PREVENTIVE MAINTENANCE	\$866,596.00	\$216,649.00	\$1,083,245.00	0
TX-2019-056-01-00	300-00 (300-A2) OPERATING ASSISTANCE	\$2,599,788.00	\$2,599,788.00	\$5,199,576.00	0
TX-2019-056-01-00	30.09.03 SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	\$2,599,788.00	\$2,599,788.00	\$5,199,576.00	0

## Project Budget Activity Line Items

### Budget Activity Line Item: 30.09.03 - SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	OPERATING ASSISTANCE	0

#### Extended Budget Description

This project will be for operating assistance for the bus and paratransit operations in Laredo, Texas.

#### Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.



Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,599,788
Local			\$2,599,788
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$5,199,576</b>

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2018	This project will be for operating assistance for bus and paratransit services in Laredo, Texas.
End Date	9/30/2019	This project will be for operating assistance for bus and paratransit services in Laredo, Texas.

**Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	0

**Extended Budget Description**

These funds will be use for preventative maintenance for the bus and paratransit service for the period starting 10/1/2018 and ending 9/30/2019.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$866,596
Local			\$216,649
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0

Adjustment		\$0
<b>Total Eligible Cost</b>		<b>\$1,083,245</b>

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2018	Preventative Maintenance for the LTMI Bus Operations.
End Date	9/30/2019	Estimated Completion date to close out grant.

## Project Environmental Findings

### Finding: Class II(c) - Categorical Exclusions (C-List)

#### Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

#### Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	0	\$866,596.00	\$1,083,245.00

### Finding: Class II(c) - Categorical Exclusions (C-List)

#### Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

#### Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	0	\$2,599,788.00	\$5,199,576.00

## Part 4: Fleet Details

No fleet data exists for this application.

## Part 5: FTA Review Comments

There are no review comments to display at this time.

## Part 6: Agreement

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-25, October 1, 2018)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(25), October 1, 2018, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

## FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

### Recipient Information

Recipient Name: Laredo, City Of

Recipient ID: 2069

DUNS No: 069463594

### Application Information

Federal Award Identification Number: TX-2019-056-00

Application Name: LAREDO FY19 SECTION 5307 OPERATING GRANT

Application Start Date: The start date will be set to the date of the award

Application End Date: 9/30/2019

Application Executive Summary: Executive Summary. The City of Laredo is applying for FY2019 Section 5307 formula grant funds in the amount of \$3,466,384. This grant will consist of the use of federal funds for bus fixed route and paratransit operating services and maintenance expenses for the city of Laredo public transportation -Laredo Transit Management Inc. Furthermore, this grant will be used for administration expenses associated for both fixed route and paratransit services including the maintenance shop. Last, the City of Laredo will expense 1% for security including lighting and private security services. The required match for operating (50/50) for the federal amount of \$2,599,788 and capital (80/20) for the federal amount of \$866,596 are provided by the city's dedicated 1/4 percent sales tax.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

### Application Budget

Total Application Budget: \$6,282,821.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$3,466,384.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$2,816,437.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$3,466,384.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$2,816,437.00

### Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$3,466,384
Local			\$2,816,437
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$6,282,821</b>

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

### U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

### Special Conditions

There are no special conditions.

### FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

### FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
Contact Info:  
Award Date:

### EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

*Laredo, City Of*

**RESOLUTION NO. 2019-RT-06**

AUTHORIZING THE CO-INTERIM CITY MANAGERS TO ACCEPT AND EXECUTE THE UNITED STATES DEPARTMENT (DOT) FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT NO. TX-2019-056-00 SECTION 5307 URBANIZED AREA AUTHORIZED UNDER THE NEW FIXING AMERICA'S SURFACE TRANSPORTATION (FAST) ACT TRANSPORTATION BILL. FUNDING WILL BE FOR OPERATING ASSISTANCE AND PREVENTATIVE MAINTENANCE TO THE EL METRO BUS OPERATIONS. THE REQUIRED LOCAL MATCH FOR THIS GRANT WILL BE FUNDED WITH THE TRANSIT'S LOCAL SALES TAX.

**WHEREAS**, the City of Laredo, Texas, authorizes the CO-Interim City Managers to execute and submit a grant application to the Federal Transit Administration Section 5307 Urbanized Area based on funding authorized under The Fixing America's Surface Transportation (FAST) Act; and

**WHEREAS**, the Federal Transit Administration through the Department of Transportation (DOT) is prepared to award a grant to the City of Laredo, as authorized by statute 49 U.S.C. 5307, in the amount of \$3,466,384 for Fiscal Year 2019.

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

**Section 1.** the CO-Interim City Managers are authorized to accept the Federal Transit Administration Grant of Section 5307 funds in the amount of \$3,466,384; and

**Section 2.** the CO-Interim City Managers are authorized to execute all necessary documents relating the said Grant; and

**Section 3.** the grant funds shall be deposited in the Laredo Transit Operating Fund.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

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

ATTEST:

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

APPROVED AS TO FORM:

BY \_\_\_\_\_  
KRISTINA LAUREL HALE  
CITY ATTORNEY



**City Council-Regular**

**Meeting Date:** 06/17/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Staff Source:** Claudia San Miguel, Transit General Manager

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**SUBJECT**

**2019-RT-07** Authorizing the City Manager to accept and execute the Federal Transit Administration grant award no. TX-2019-057-00 in the amount of \$401,862 for fiscal year 2019 Section 5339 Bus and Bus Facilities Grant Program authorized under the new Fixing America's Surface Transportation (FAST) Act. The Laredo Transit Management Inc. (El Metro) and the City of Laredo will replace one (1) Heavy-Duty bus that has met the Useful Life Benchmark (ULB). The Transit's 15% local match is available in the Transit Sales Tax Fund .

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

On April 15, 2019, the Laredo Mass Transit Board approved and authorized the Co-Interim City Managers to submit a grant application in the amount of \$401,862 to the Federal Transit Administration FY19 Section 5339 Bus and Bus Facilities grant program.

**BACKGROUND**

The Federal Transit Administration (FTA) Bus and Bus Facilities Program provides capital funding to replace, rehabilitate, purchase buses and related equipment, and to construct bus facilities. The new formula grant program was established under Section 5339, replacing Section 5309 discretionary Capital Investment Program. FTA requires an 85/15 Federal/Local match for this grant program. The Transit's 15% local match is available in the Transit Sales Tax Fund.

The Laredo Transit Management Inc. (El Metro) and the City of Laredo will procure to replace one (1) Heavy-Duty bus that has met the Useful Life Benchmark (ULB).

**COMMITTEE RECOMMENDATION**

N/A

## **STAFF RECOMMENDATION**

Staff recommends approval to accept and execute the grant award.

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### **Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Y  
**Source of Funds:** Grant

**Account #:**

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

### **FINANCIAL IMPACT:**

Funds will be deposited in the Transit System FTA Capital Grant Account.

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### **Attachments**

FTA Grant Application No. TX-2019-057-00

Resolution No. 2019-RT-07

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## Application

<b>Federal Award Identification Number (FAIN)</b>	TX-2019-057-00
<b>Temporary Application Number</b>	2069-2019-3
<b>Application Name</b>	Laredo FY19 Section 5339 One (1) 35' Heavy Duty Bus
<b>Application Status</b>	FAIN Assigned / Ready for Submission
<b>Application Budget Number</b>	0

### Part 1: Recipient Information

**Name: Laredo, City Of**

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
2069	City	CITY OF LAREDO	069463594

Location Type	Address	City	State	Zip
Headquarters	1110 HOUSTON ST	LAREDO	TX	780408019
Physical Address	1110 HOUSTON ST	LAREDO	TX	78040
Mailing Address	1301 FARRAGUT ST.	LAREDO	TX	78040

### Union Information

<b>Union Name</b>	<b>TEAMSTERS LOCAL UNION NO. 657</b>
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas
Zipcode	78239
Contact Name	HUGO FLORES
Telephone	2105902013
Fax	2105904420
E-mail	

Website	DOES NOT HAVE EMAIL
<b>Union Name</b>	<b>TEAMSTERS LOCAL UNION NO. 657</b>
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas
Zipcode	78239
Contact Name	FRANK PERKINS
Telephone	2105902013
Fax	2105904420
E-mail	
Website	

## Part 2: Application Information

### Title: Laredo FY19 Section 5339 One (1) 35' Heavy Duty Bus

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
TX-2019-057-00	FAIN Assigned / Ready for Submission	Grant	5/6/2019	5/6/2019	No

#### Application Start Date

The start date will be set to the date of the award

#### Application End Date

6/30/2021

#### Application Executive Summary

Executive Summary: The City of Laredo is applying for FY2019 Section 5339 Bus and Bus Facility formula grant funds for \$401,862. This capital grant will consist of the use of federal funds to replace one (1) ADA CNG heavy-duty bus.

The standard heavy-duty bus is a Low Floor 35' powered by a Compressed Natural Gas engine. The bus will meet all ADA requirements, as a result will have 85/15 ratio as such due to the bus complies with ADA as the vehicle is accessible by its low-floor and has a front ramp that deploys to board and alight individuals with disabilities. This bus will be replacing one (1) 2006 Blue Bird bus which has exceeded its lifetime expectancy meeting FTA guidelines for replacement.

The required match for the federal amount of \$401,862 for the ADA CNG heavy-duty bus (85/15) funded by the city's dedicated 1/4 percent transit sales tax.

#### Frequency of Milestone Progress Reports (MPR)

Annual

#### Frequency of Federal Financial Reports (FFR)

Annual

**Does this application include funds for research and/or development activities?**

This award does not include research and development activities.

**Pre-Award Authority**

This award is not using Pre-Award Authority.

**Does this application include suballocation funds?**

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

**Will this Grant be using Lapsing Funds?**

No, this Grant does not use Lapsing Funds.

**Will indirect costs be applied to this application?**

This award does not include an indirect cost rate.

*Indirect Rate Details: N/A*

**Requires E.O. 12372 Review**

No, this application does not require E.O. 12372 Review.

**Delinquent Federal Debt**

No, my organization does not have delinquent federal debt.

**Application Point of Contact Information**

First Name	Last Name	Title	E-mail Address	Phone
	heriberto.chavarria@dot.gov	Program Management Specialist		
	tony.ogboli@dot.gov	Community Planner		
Eduardo	Bernal	Planning Manager	ebernal@ci.laredo.tx.us	956-795-2250

**Application Budget Control Totals**

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$401,862
Local			\$70,917
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$472,779</b>

## Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2019-057-01-00	111-00 (111-A1) BUS - ROLLING STOCK	\$401,862.00	\$70,917.00	\$472,779.00	1
TX-2019-057-01-00	BUY 11.12.02 REPLACEMENT 35-FT BUS	\$401,862.00	\$70,917.00	\$472,779.00	1

## Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

## Sources of Federal Financial Assistance

This application does not contain any sources of federal financial assistance.

## Part 3: Project Information

### Project Title: Purchase one (1) 35' Heavy Duty Bus

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2019-057-01-00	2069-2019-3-P1	5/6/2019	7/31/2019	6/30/2021

### Project Description

The City of Laredo will procuring a standard Low-Floor CNG bus with FY2019 Section 5339 Bus and Bus Facility formula grant funds for \$401,862 with local match in the amount of \$70,916 for a grand total of \$472,778. The standard heavy-duty bus is a Low Floor 40' powered by a Compressed Natural Gas engine. The bus will meet all ADA requirements, as a result will have 85/15 ratio as such due to the bus complies with ADA as the vehicle is accessible by its low-floor and has a front ramp that deploys to board and alight individuals with disabilities. This bus will be replacing one (1) 2006 Blue Bird bus which has exceeded its lifetime expectancy meeting FTA guidelines for replacement.

### Project Benefits

The new bus are less prone to breakdown that will create greater comfort and convenience to all passengers. In addition, the cost to maintain the new bus will be much less compared to the old bus thus benefiting the overall transit operations.

### Additional Information

None.

### Location Description

Project is located in Laredo, Texas.

## Project Location (Urbanized Areas)

UZA Code	Area Name
480000	Texas
482390	Laredo, TX

## Congressional District Information

State	District	Representative
Texas	23	Will Hurd
Texas	28	Henry Cuellar

## Program Plan Information

### STIP/TIP

Date: 5/21/2018

Description: Program Plan STIP\_Tip

### UPWP

Date: N/A

Description: N/A

### Long Range Plan

Date: N/A

Description: N/A

## Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$401,862
Local			\$70,917
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$472,779</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2019-057-01-00	111-00 (111-A1) BUS - ROLLING STOCK	\$401,862.00	\$70,917.00	\$472,779.00	1
TX-2019-057-01-00	BUY 11.12.02 REPLACEMENT 35-FT BUS	\$401,862.00	\$70,917.00	\$472,779.00	1

## Project Budget Activity Line Items

### Budget Activity Line Item: 11.12.02 - BUY REPLACEMENT 35-FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.02	BUY REPLACEMENT 35-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	1

#### Extended Budget Description

Purchase one (1) Heavy-Duty bus.

#### Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	N/A	N/A	

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$401,862
Local			\$70,917
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$472,779</b>

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	7/31/2019	Estimated completion date to review the vehicle specifications and bid documentation.



Contract Award Date	8/30/2019	Estimated date a purchase order to be issued to vendor.
Initial Delivery Date	4/15/2021	Estimated date of delivery.
Final Delivery Date	5/31/2021	Estimated final delivery of the bus.
Contract Completion Date	6/30/2021	Estimated completion date of the project.

## Project Environmental Findings

### Finding: Class II(c) - Categorical Exclusions (C-List)

#### Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

#### Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.02	BUY REPLACEMENT 35-FT BUS	1	\$401,862.00	\$472,779.00

## Part 4: Fleet Details

No fleet data exists for this application.

## Part 5: FTA Review Comments

There are no review comments to display at this time.

## Part 6: Agreement

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION

**GRANT AGREEMENT  
(FTA G-25, October 1, 2018)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(25), October 1, 2018, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

**FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

**Recipient Information**

Recipient Name: Laredo, City Of

Recipient ID: 2069

DUNS No: 069463594

**Application Information**

Federal Award Identification Number: TX-2019-057-00

Application Name: Laredo FY19 Section 5339 One (1) 35' Heavy Duty Bus

Application Start Date: The start date will be set to the date of the award

Application End Date: 6/30/2021

Application Executive Summary: Executive Summary: The City of Laredo is applying for FY2019 Section 5339 Bus and Bus Facility formula grant funds for \$401,862. This capital grant will consist of the use of federal funds to replace one (1) ADA CNG heavy-duty bus.

The standard heavy-duty bus is a Low Floor 35' powered by a Compressed Natural Gas engine. The bus

will meet all ADA requirements, as a result will have 85/15 ratio as such due to the bus complies with ADA as the vehicle is accessible by its low-floor and has a front ramp that deploys to board and alight individuals with disabilities. This bus will be replacing one (1) 2006 Blue Bird bus which has exceeded its lifetime expectancy meeting FTA guidelines for replacement.

The required match for the federal amount of \$401,862 for the ADA CNG heavy-duty bus (85/15) funded by the city's dedicated 1/4 percent transit sales tax.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is not using Pre-Award Authority.

### Application Budget

Total Application Budget: \$472,779.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$401,862.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$70,917.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$401,862.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$70,917.00

### Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$401,862
Local			\$70,917
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$472,779</b>

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

### U.S. Department of Labor Certification of Public Transportation Employee Protective

**Arrangements:**

Original Certification Date:

**Special Conditions**

There are no special conditions.

**FINDINGS AND DETERMINATIONS**

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

**FTA AWARD OF THE GRANT AGREEMENT**

Awarded By:

FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
Contact Info:  
Award Date:

**EXECUTION OF THE GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

*Laredo, City Of*

**RESOLUTION 2019-RT-07**

**AUTHORIZING THE CO-INTERIM CITY MANAGERS TO ACCEPT AND EXECUTE THE FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT NO. TX-2019-057-00 IN THE AMOUNT OF \$401,862 FOR FY2019 SECTION 5339 BUS AND BUS FACILITIES PROGRAM TO UNDER THE NEW FIXING AMERICA'S SURFACE TRANSPORTATION (FAST) ACT. FUNDING WILL BE TO PURCHASE ONE (1) HEAVY-DUTY BUS FOR THE EL METRO FIXED-ROUTE OPERATIONS. THE FIFTEEN (15) PERCENT LOCAL MATCH FOR THIS GRANT IS FUNDED WITH THE TRANSIT'S LOCAL SALES TAX.**

**WHEREAS**, the City of Laredo, Texas, authorizes the CO-Interim City Managers to accept and execute the Federal Transit Administration (FTA) Grant No. TX-2019-057-00 Section 5339 Bus and Bus Facilities program based on funding authorized under The Fixing America's Surface Transportation (FAST) Act; and

**WHEREAS**, the Federal Transit Administration, is prepared to award a grant to the City of Laredo, as authorized by statute 49 U.S.C. Section 5339 Bus and Bus Facilities in the amount of \$401,862 for Fiscal Year 2019.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AND THE MAYOR OF CITY OF LAREDO THAT:**

**Section 1.** Authorizing the CO-Interim City Managers to submit all the necessary paperwork to obtain Capital Section 5339 Capital funding in the amount of \$401,862 from the Federal Transit Administration (FTA) Bus and Bus Facilities Program; and

**Section 2.** Authorizing the CO-Interim City Managers to accept and execute the Capital funds awarded from the grant application for Bus and Bus Facilities Program under Section 5339 funds for the purchase of one (1) Heavy-Duty bus for the El Metro Fixed-Route Operations.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

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

ATTEST:

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

APPROVED AS TO FORM:

BY \_\_\_\_\_  
KRISTINA LAUREL HALE  
CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 06/17/2019

**Initiated By:** Robert A. Eads, Co-Interim City Manager

**Staff Source:** Claudia San Miguel, Transit General Manager

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**SUBJECT**

**2019-RT-09** Authorizing the Co-Interim City Managers to execute Advanced Funding Agreement (AFA) no. CSJ-0922-33-181 with the Texas Department of Transportation in the amount of \$200,000 including an estimated local participation in the amount of \$76,000 including overruns for the city improvement of ADA Bus Stops and Bicycle Plazas Project. The required local match is funded from the Transit local sales tax.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

The Mass Transit Board approved to submit a grant application to the MPO Set-Aside program for 2018 Call for Projects.

**BACKGROUND**

The Federally funded Transportation Alternative (TA) - Set Aside Program offers opportunities to expand transportation choices and enhance the transportation experience through several categories of activities related to the surface transportation system. The Transportation Alternative (TA) - Set Aside Program focuses on non-traditional transportation projects. Transportation Alternative (TA)-Set Aside Program projects must relate to surface transportation and be eligible under one or more of the qualifying categories. The City of Laredo and the Laredo Transit Management Inc. (LTMI) acknowledges availability of the required local match of 20% and the availability of funds to pay all up-front costs, since the TA Program is a cost reimbursement program. As a result, the City of Laredo and the Laredo Transit Management Inc. hereby assures that sufficient funding for the El Metro ADA Bus Stop and Bike Plazas Enhancement Program is available, as the TA Program is a cost reimbursement program. The required local match in the amount of \$76,000 will be used from the Transit's Sales Tax fund.

**COMMITTEE RECOMMENDATION**

N/A

## **STAFF RECOMMENDATION**

Staff recommends approval of this resolution.

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### **Attachments**

Resolution 2019-RT-09

AFA Agreement

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## **RESOLUTION NO. 2019-RT-09**

**AUTHORIZING THE CO-INTERIM CITY MANAGERS TO EXECUTE ADVANCED FUNDING AGREEMENT (AFA) NO. CSJ-0922-33-181 WITH THE TEXAS DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$200,000 INCLUDING AN ESTIMATED LOCAL PARTICIPATION IN THE AMOUNT OF \$76,000 INCLUDING OVERRUNS FOR THE CITY IMPROVEMENT OF ADA BUS STOPS AND BICYCLE PLAZAS PROJECT. THE REQUIRED LOCAL MATCH IS FUNDED FROM THE TRANSIT LOCAL SALES TAX.**

**WHEREAS**, federal law establishes federal funded programs for transportation improvements to implement its public purposes; and

**WHEREAS**, the final amount of Local Government participation is based on actual costs, therefore the City of Laredo and the Laredo Transit Management Inc. will be responsible for overruns of project; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

**WHEREAS**, Texas Transportation Commission passed Minute Order Number 115291 (MO) dated August 30, 2018 awarding for TADA projects in the 2018 TASA Program call of the Laredo Urban Transportation Study, including Project, and

**WHEREAS**, the governing body of the Local Government has approved entering into this by resolution or ordinance dated 23T, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance. A map showing the Project location appears in Attachment B, Project location Map, which is attached to and made a part of this Agreement; and

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

**Section 1:** Authorizing the CO-Interim City Managers to execute an Advanced Funding Agreement (AFA) No. CSJ-0922-33-181 with the Texas Department of Transportation in the amount of \$200,000 including an estimated local participation in the amount of \$76,000 including overruns for the city improvement of ADA Bus Stops and Bicycle Plazas project. Funding is available in the Transit local sales tax.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

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

ATTEST:

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

APPROVED AS TO FORM:

BY \_\_\_\_\_  
KRISTINA LAUREL HALE  
CITY ATTORNEY

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0922-33-181</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>22- Laredo</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>24000</b>		
<b>Project Name</b>	<b>ADA Bus stops and bicycle plazas</b>	<b>AFA Not Used For Research &amp; Development</b>	

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**ADVANCE FUNDING AGREEMENT  
FOR A TRANSPORTATION ALTERNATIVES  
SET-ASIDE (TASA) PROGRAM PROJECT  
MPO-Selected Off-System**

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project (“Agreement”) is made between the State of Texas (State), acting through the Texas Department of Transportation, and the **City of Laredo** (Local Government), acting through its duly authorized officials.

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

**WHEREAS**, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

**WHEREAS**, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as ADA Bus stops and bicycle plazas (Project), and

**WHEREAS**, the Texas Transportation Commission (Commission) passed Minute Order Number 115291 (MO) dated August 30, 2018 awarding funding for TASA projects in the 2018 TASA Program Call of the Laredo Urban Transportation Study, including Project, and

**WHEREAS**, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **23T**, which is attached to and made a part of this Agreement as

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0922-33-181</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>22- Laredo</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>24000</b>		
<b>Project Name</b>	<b>ADA Bus stops and bicycle plazas</b>	<b>AFA Not Used For Research &amp; Development</b>	

Attachment A, Resolution or Ordinance. A map showing the Project location appears in Attachment B, Project Location Map, which is attached to and made a part of this Agreement, and

**NOW, THEREFORE**, the State and the Local Government agree as follows:

## **AGREEMENT**

### **1. Period of Agreement and Performance**

- A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.
- B. Period of Performance.
  - 1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
  - 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

### **2. Scope of Work and Use of Project**

- A. The scope of work for Project consists of replacing existing bus stops at various locations across the City of Laredo. The new bus stop structures will be slimline arched shelters that include solar lighting, wall mounted benches, map cases and bike racks. Additionally, two of the locations will include a bike repair station. The purpose of this project is to provide the community with accessible and safe bus stops.
- B. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

### **3. Project Sources and Uses of Funds**

The total estimated development cost of the Project is shown in Attachment C, Project Budget Estimate and Source of Funds (Attachment C).

- A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0922-33-181</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>22- Laredo</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>24000</b>		
<b>Project Name</b>	<b>ADA Bus stops and bicycle plazas</b>	<b>AFA Not Used For Research &amp; Development</b>	

- B. The total estimated project cost as shown in Attachment C includes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the nomination form is included in Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- F. Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project's estimated budget and any operating or maintenance expenses.
- G. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State's estimated construction oversight and construction cost.
- H. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- I. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- J. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
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- K. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- L. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- M. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- N. State will not pay interest on any funds provided by Local Government.
- O. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- P. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- Q. If Local government is an Economically Disadvantaged County (EDC) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

**4. Termination of the Agreement**

- A. This Agreement may be terminated by any of the following conditions:
  1. By mutual written consent and agreement of all parties;
  2. By any party with 90 days written notice; or
  3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

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- C. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- D. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
  1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
  2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
  3. Local Government withdraws from participation in Project.
  4. State determines that federal funding may be lost due to Project not being implemented and completed.
  5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
  6. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.
  7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- E. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

**5. Amendments**

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

**6. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

**7. Utilities**

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless specified in (1) the nomination form approved by State or MPO in consultation with State and (2) this agreement, Local Government will not be reimbursed with federal or state funds for the cost of required utility work. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be

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adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

**8. Environmental Assessment and Mitigation**

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- B. Local Government is responsible for the cost of any environmental problem’s mitigation and remediation. These costs will not be reimbursed or credited towards Local Government’s financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

**9. Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services**

- A. Architectural and engineering services for preliminary engineering will be provided by Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TASA reimbursement.
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior’s Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State’s applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials’ (“AASHTO”) publications, “A Policy on Geometric Design of Highways and Streets” and “Guide for the Development of Bicycle Facilities,” as applicable. All contract procurement procedures and



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documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

#### **11. Construction Responsibilities**

- A. Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- C. All contract change order review and approval procedures must be approved by State prior to start of construction.
- D. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- E. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- F. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

#### **12. Project Maintenance**

- A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the

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purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

- B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

**13. Right of Way and Real Property Acquisition**

- A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.
- B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

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- D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.
- G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.
- H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.
- I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code §11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

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- K. Local Government shall execute individually or produce a legal document as necessary to provide for Project’s continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State’s Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project’s continued use and upkeep.
- M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

**14. Insurance**

- A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State’s Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.
- B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a “Loss Payee” should the building be destroyed.

**15. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government:</b>	<b>State:</b>
City of Laredo ATTN: City Manager 1110 Houston St. Laredo, Texas 78040	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**16. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability

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shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**17. Responsibilities of the Parties**

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**18. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

**19. Document and Information Exchange**

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

**20. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement standards established in Title 49 CFR §18.36, to the property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the

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Local Government's procurement procedures for purchases to be eligible for state or federal funds.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**25. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such

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contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## 26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

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- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**27. Disadvantaged Business Enterprise Program Requirements**

- A. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: “The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.”



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**28. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

**29. Lobbying Certification**

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**30. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR

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Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- B. Local Government agrees that it shall:
1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is <https://www.sam.gov/portal/public/SAM/>.
  2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five executives to State if:
    - a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY\_\_\_\_\_.*
- D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

### 32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

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**THE STATE OF TEXAS**

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\_\_\_\_\_  
Signature

Kenneth Stewart

\_\_\_\_\_  
Typed or Printed Name

Director of Contract Services

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

**THE LOCAL GOVERNMENT**

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\_\_\_\_\_  
Signature

Robert A. Eads / Rosario C. Cabello

\_\_\_\_\_  
Typed or Printed Name

Interim Co-City Managers

\_\_\_\_\_  
Typed or Printed Title

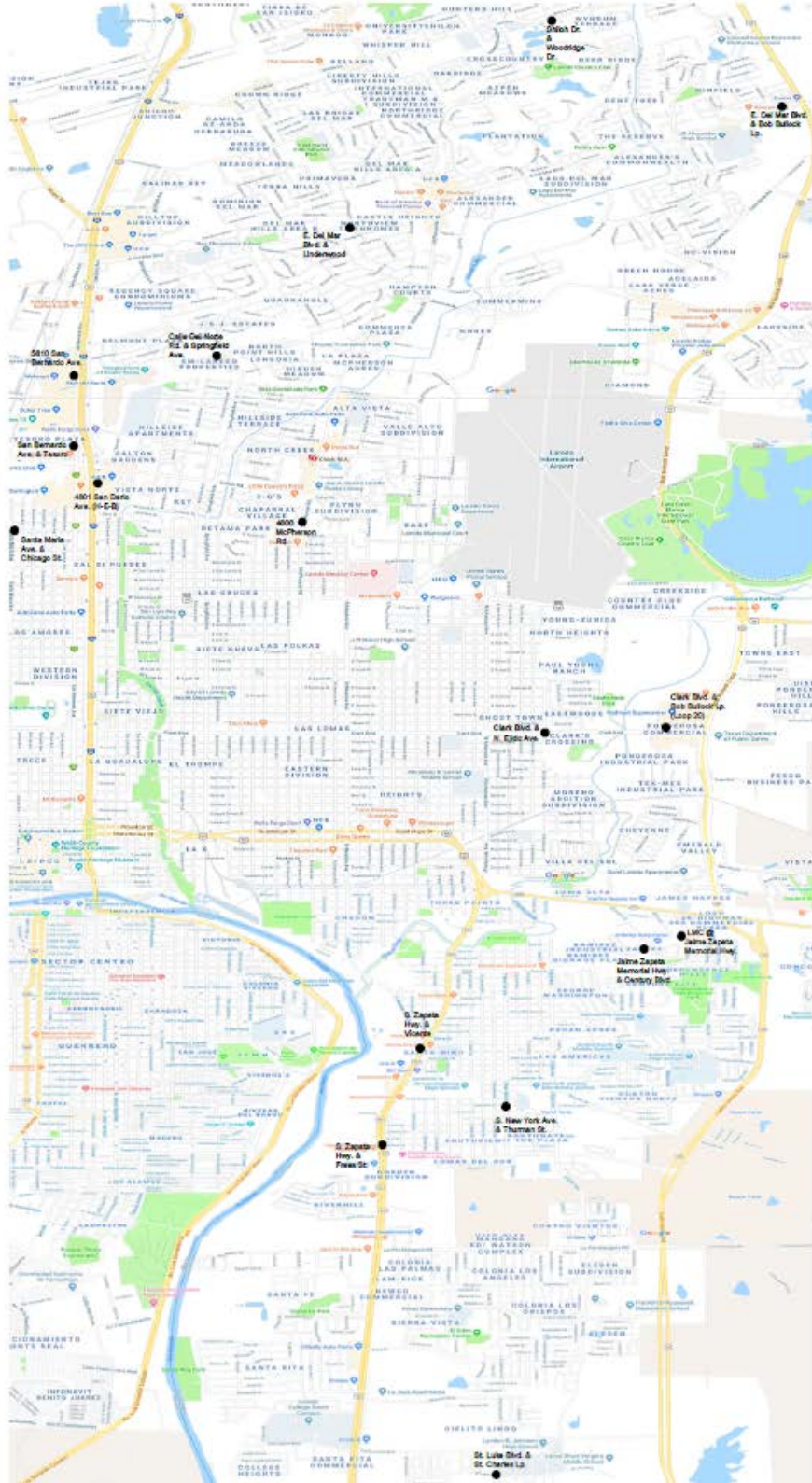
\_\_\_\_\_  
Date

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**ATTACHMENT A  
RESOLUTION OF LOCAL GOVERNMENT**

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## ATTACHMENT B PROJECT LOCATION MAP



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**ATTACHMENT C**  
**PROJECT ESTIMATE AND SOURCE OF FUNDS**  
(LG) Performs PE Work or Hires Consultant / (LG) Lets Project for Construction

<b>Work Performed by Local Government (“LG”)</b>							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on MPO-selected projects where applicable		State Participation Includes authorized EDC amounts		Local Government Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering	\$25,000	0%	\$0	0%	\$0	100%	\$25,000
Environmental Cost	\$1,000	0%	\$0	0%	\$0	100%	\$1,000
Right of Way	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost	\$225,000						
Eligible In-Kind Contribution Value	\$0						
Total Construction Value (sum of construction cost and in-kind value)	\$225,000	80%	\$180,000	0%	\$0	20%	\$45,000
<b>Work by LG Subtotal</b>	<b>\$251,000</b>		<b>\$180,000</b>		<b>\$0</b>		<b>\$71,000</b>
<b>Work Performed by the State (Local Participation paid up front by LG to TxDOT)</b>							
Preliminary Engineering <sup>1</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost <sup>1</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way <sup>3</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities <sup>2</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Construction <sup>2</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
<b>Work by State Subtotal</b>	<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>

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<b>Direct and Indirect State Costs Incurred for Review, Inspection, Administration &amp; Oversight</b>							
<b>Description of Project Costs to be Incurred</b>	<b>Total Project Cost Estimate</b>	<b>Federal Participation</b> Includes percentage for TDC apportionment on MPO-selected projects where applicable		<b>State Participation</b> Includes authorized EDC amount		<b>Local Government (LG) Participation</b> Includes authorized EDC reduction	
		<b>%</b>	<b>Cost</b>	<b>%</b>	<b>Cost</b>	<b>%</b>	<b>Cost</b>
Preliminary Engineering <sup>1</sup>	\$10,000	80%	\$8,000	0%	\$0	20%	\$2,000
Environmental Cost <sup>1</sup>	\$2,000	80%	\$1,600	0%	\$0	20%	\$400
Right of Way <sup>1</sup>	\$2,000	80%	\$1,600	0%	\$0	20%	\$400
Utilities <sup>1</sup>	\$2,000	80%	\$1,600	0%	\$0	20%	\$400
Construction <sup>2</sup>	\$9,000	80%	\$7,200	0%	\$0	20%	\$1,800
Direct State Costs Subtotal	\$25,000	80%	\$20,000	0%	\$0	20%	\$5,000
Indirect State Cost	\$14,711		\$0	100%	14,711		\$0
<b>TOTAL PARTICIPATION</b>	<b>\$290,711</b>		<b>\$200,000</b>		<b>\$14,711</b>		<b>\$76,000</b>
In-kind Contribution Credit Applied						0%	\$0
<b>TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION</b>							<b>\$76,000</b>

- The estimated total participation by Local Government is \$76,000.00, plus 100% of overruns.
- Total estimated payment by Local Government to State is \$5,000.00.
- <sup>1</sup>Local Government's first payment of \$3,200.00 is due to State within 30 days from execution of this contract.
- <sup>2</sup>Local Government's second payment of \$1,800.00 is due to State within 60 days prior to the Construction contract being advertised for bids.
- <sup>3</sup>If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- This is an estimate, the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$200,000.00.