

# **CITY OF LAREDO CITY COUNCIL MEETING**

**A-2019-R-11**

**CITY COUNCIL CHAMBERS  
1110 HOUSTON STREET  
LAREDO, TEXAS 78040**

**July 1, 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 June 10, 2019 and June 17, 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 Juan Tovar Jr. as a member of the United States Marines and recognizing his distinguished service to our country.

## **VII. RECOGNITION**

1. Recognizing American Airlines Laredo station employees for winning the Customer Cup that demonstrated the strongest performance in Customer Experience at the Laredo International Airport. Competing against other American Airlines Group stations of same size and operational likeness in areas of Departure Dependability, Turn Dependability, Baggage Performance, Customer Feedback, and Overall Airport Experience.

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

1. Appointment by Mayor Pete Saenz of Romy Garza Limon to the Citizens Environmental Advisory Committee.
2. Appointment by Mayor Pete Saenz of Poncho Ruiz to the Parks & Leisure Services Advisory Committee.
3. Appointment by Council Member Vidal Rodriguez of Jose Luis Villarreal, Jr. to the Planning & Zoning Commission.

## **IX. PUBLIC HEARINGS**

1. **Public Hearing** allowing interested persons to comment on the 2019-2020 One Year Action plan which identifies the projects proposed to be funded by the U.S. Department of Housing and Urban Development. The City anticipates receiving \$3,730,742.00 in 45th Action Year Community Development Block Grant (CDBG) funds, \$1,085,399.00 through the HOME Investment Partnership Program (HOME), and \$316,494.00 through the Emergency Solutions Grant (ESG). An additional \$2,800.00.00 is anticipated to be received through CDBG program income, \$72,000.00 in Housing Rehabilitation Revolving Loan funds, and \$260,000.00 in HOME program income. The following projects are proposed to be funded:

<b>45th AY Community Development Block Grant</b>		
1	Community Development Administration	\$746,148
2	Housing Rehabilitation Administration	\$306,308
3	Housing Rehabilitation Loan Program	\$593,676
4	Code Enforcement	\$505,182
5	Graffiti Removal Program	\$30,671
6	Downtown Senior Recreational Program	\$151,557
7	Ejido/Lomas del Sur Traffic Light Project	\$150,000
8	Downtown Rental Rehabilitation Program	\$275,000
9	Downtown Neighborhood Access Improvements	\$100,000
10	District I – Ejido/Pita Mangana Traffic Light Project	\$125,000
11	District II – Cigarroa Park Splash Pad	\$225,000
12	District III – Design of South Laredo Nature Center Trails	\$25,000
13	District IV - Sidewalks	\$125,000
14	District V – De Llano Park Improvements	\$125,000
15	District VII - Neighborhood Bike Lanes	\$125,000
16	District VIII - Sidewalks	\$125,000
	<b>TOTAL</b>	<b>\$3,733,542</b>

<b>Revolving Loan</b>		
17	Housing Rehabilitation Revolving Loan Administration	\$7,027
18	Housing Rehabilitation Revolving Loan Program	\$64,973
	<b>TOTAL</b>	<b>\$72,000</b>

<b>HOME Investment Partnership Grant</b>		
19	HOME Program Administration	\$107,139

20	Down Payment Assistance Program (PI)	\$260,000
21	Tenant-Based Rental Assistance	\$390,000
22	Community Housing Development Organization (CHDO)	\$162,810
23	Inner City Affordable Rental Housing	\$425,450
	<b>TOTAL</b>	<b>\$1,345,399</b>

<b>Emergency Solutions Grant</b>		
24	ESG Program Administration	\$16,258
25	Emergency Shelter – Shelter Operations	\$95,000
26	Emergency Shelter – Essential Services	\$45,000
27	Street Outreach	\$9,884
28	Rapid Re-Housing	\$82,352
29	Homelessness Prevention	\$60,000
30	Homeless Management Information System (HMIS)	\$8,000
	<b>TOTAL</b>	<b>\$316,494</b>

2. **Public Hearing and Introductory Ordinance** amending Chapter 7, Buildings and Building Regulations, Section 7-2 of the Code of Ordinances and Chapter 24, Appendix D, Permit Fees, to establish new building permit and plan/checking fees for residential construction in accordance with HB 852; providing a cumulative and repealer clause; providing a severability clause; providing for publication; providing for a penalty; and declaring an effective date of September 1, 2019.
  
3. **Public Hearing and Introductory Ordinance** amending Chapter 31, (Utilities), Article III (water) Division 3 (rates and charges), of the City's Code of Ordinances related to the establishment of a new rate schedule for different categories of wastewater effluent sales; providing a savings clause; providing a severability clause; providing a penalty provision and providing an effective date.
  
4. **Public Hearing and Introductory Ordinance** ratifying the execution of a contract amendment from the Texas Department of State Health Services (DSHS), amending the FY 2018-2019 budget by appropriating additional revenues and expenditures in the amount of \$70,000.00 for a total of \$205,000.00 for the City of Laredo Health Department (CLHD) Healthy Texas Mothers and Babies Program (formerly Healthy Texas Babies) to promote maternal child health

services for the term from September 1, 2018 through August 31, 2020.

5. **Public Hearing and Introductory Ordinance** authorizing the Co-Interim City Managers to execute an Interlocal Agreement between the City of Laredo (City), the Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA), and the Webb County Drainage District No. 1 (Drainage District) for the development of a new arterial road, as further identified in attached Exhibits 3 and 4, extending from the intersection of Loop 20 (Cuatro Vientos Road) and Los Presidentes Avenue to its intersection with the extension of Concord Hills Boulevard. Also authorizing the Co-Interim City Managers to amend the FY2018-2019 Capital Grants Fund Budget by appropriating the estimated total project cost of \$3,070,000.00, which will include: design, permitting, construction, construction oversight, Federal Emergency Management Agency (“FEMA”) coordination, and environmental clearance. The Laredo District of the Texas Department of Transportation (“TxDOT”) has committed to construct acceleration and deceleration lanes on Loop 20 (Cuatro Vientos Road), which will provide access to the project, at a cost of approximately \$730,000.00. Contributions toward the total estimated \$3,070,000.00 project cost are as follows: \$1,400,000.00 by the City, \$600,000.00 by the Drainage District, and \$1,070,000.00 by the WC-CL RMA. Funding is available in the Capital Grants Fund.
  
6. **Public Hearing and Introductory Ordinance** authorizing the Co-Interim City Managers to execute an Interlocal Agreement between the City of Laredo (City), and the Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA), for the development of turn lanes, as further identified in attached exhibit, to be located at the intersection of Killam Industrial Boulevard and Farm to Market Road 1472 (Mines Road). Also authorizing the Co-Interim City Managers to amend the FY2018-2019 Capital Grants Fund Budget by appropriating the estimated total project cost of \$2,700,000.00, which will include design, permitting, construction, construction oversight, and environmental clearance. Killam Development, Ltd. (“Killam”) has committed to donating the required right-of-way (“ROW”) to the project. Contributions towards the total estimated \$2,700,000.00 project cost are as follows: \$1,600,000.00 by the City, and \$1,100,000.00 by the WC-CL RMA.
  
7. **Public Hearing and Introductory Ordinance** amending the City of Laredo Fiscal Year 2019 Financial Task Force and Police Trust Fund budgets by transferring revenues, expenditures and fund balance of \$3,644,140.00 to the Police Trust Fund. These amendments are transferred to the Financial Task Force equitable sharing funds to the Police Trust Fund due to the new equitable sharing guidelines that became effective this fiscal year.

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

## **X. INTRODUCTORY ORDINANCES**

8. Accepting the donation from Riverhills Investment LLC, of a 18.785 acre tract of land, more or less, situated in Porcion 35, Abstract 546, Jose M. Diaz, Original Grantee and Survey 2149, Abstract 594, R.H. Raines, Original Grantee, within the City Limits of the Laredo and Webb County, Texas, out and part of the New Santa Fe, LTD. (71.986 Acre) Tract I, recorded in Volume 4394, Pages 566-572 of the Webb County deed records. This property has an appraised value of \$410,000.00 based on the Independent Appraisal Report by State Certified Appraiser Byron B. Hinton from JDH Valuation Group, Fredericksburg, Texas.
  
9. An Ordinance of the City of Laredo, Texas, amending Chapter 2, Article II, Division 1, of the Code of Ordinances by repealing Section 2-29, "Reimbursements," and replacing with a new comprehensive Section 2-29, to be entitled "Compensation of Mayor and Council Members," to provide for all the compensation, allowable expenses, and any other benefits of the members of the City Council; providing for procedures for reimbursement of expenses; providing that business expenses associated with transportation/vehicle, home office, and cell phone will be reimbursed to members of the governing body under a non-accountable plan; providing that a member of the governing body may elect to be reimbursed under an accountable plan for the actual and necessary expenses associated with transportation/vehicle, home office, and cell phone with the corresponding expense substantiation on a form to be provided by the director of financial services; providing for a cumulative clause and repealer clause; providing a severability clause; and declaring an effective date.
  
10. An Ordinance amending Section 2-157 of the Laredo City Code to provide that committee members shall automatically forfeit their appointed position for failure to attend four (4) regularly scheduled meetings only in one calendar year; to provide that a committee member who forfeits an appointed position for failure to attend four (4) regularly scheduled meetings is not eligible for appointment to any committee until the expiration of the current term of the appointing member of the city council; providing that this ordinance shall be cumulative; providing a severability clause; and providing for an effective date.

11. An Ordinance of the City of Laredo, Texas, adopting the revised City of Laredo Priority Procedures Handbook for City Council and City boards, commissions, and committees; adopting rules governing the manner in which City Council meetings are conducted; providing for a cumulative clause; providing a severability clause; and declaring an effective date.

## **XI. FINAL READING OF ORDINANCES**

12. **2019-O-099** Final Reading of an 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.
13. **2019-O-100** 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 program 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.
14. **2019-O-101** 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.

## **XII. CONSENT AGENDA**

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

15. **BUILDING**: STAFF SOURCE VICTOR LINARES, ACTING BUILDING DIRECTOR

- a. **2019-R-96** Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Garcia Realty & Investments L.L.C. for a proposed project located at 811 Iturbide St., lot 8; block 26; western division that consists of Commercial/ Rehabilitation, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$22,653.00, estimated annual tax abatement total of \$143.63 and permit fees to be waived. Project is situated in District VIII. Guidelines and criteria for the agreement are set forth in the attached agreement and information.
  
- b. **2019-R-97** Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Javier Sanchez and Raquel R. Sanchez for a proposed project located at 1419 Fremont St, lot 7 & E 1/2 of 8; block 783, eastern division that consists of new residential/construction, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$200,000.00, estimated annual tax abatement total of \$1,838.60 and permit fees to be waived. Project is situated in District III. Guidelines and criteria for the agreement are set forth in the attached agreement and information.
  
- c. **2019-R-98** Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Mercedes I. Sanchez for a proposed project located at 1819 S US Highway 83, lot 8; block 216; eastern division that consists of new commercial construction of a car lot, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a ten (10) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$44,938.00, estimated annual tax abatement total of \$284.91 and permit fees to be waived. Project is situated in District II. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

16. **CITY ATTORNEY**: STAFF SOURCE KRISTINA L. HALE, CITY ATTORNEY



- a. Authorizing the Co-Interim City Managers to execute a Memorandum of Understanding between the City of Laredo, Webb County, and Laredo Crime Stoppers establishing the Laredo-Webb County Animal Cruelty Task Force to streamline and improve the process for reporting animal cruelty in Webb County, and ensure maximum coordination in the investigation and management of allegations of abuse or neglect of animals.

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

- a. Consideration for approval of the selection of a consultant for the Max Mandel Municipal Golf Course Master Planning hike/bike/birding trails located at 27700 FM 1472 and adjacent areas, and authorization to negotiate a professional services contract. A total of seven (7) firms responded to the request for qualifications. The evaluation committee recommends the selection of the top ranked firm: JHS Metaform Studio Architects, Laredo, Texas in association with Nicholson Innovations, Schertz, Texas, S&B Infrastructure, Laredo, Texas, Trinity MEP Engineering, Weslaco, Texas, Synergy Structural Engineering, Inc., Laredo, Texas, and Core Design Studio, Houston, Texas. There is no financial impact at this time.
- b. Consideration for approval to award a professional services contract to Slay Architecture, Laredo, Texas for an amount not to exceed \$86,300.00 for the Barbara Fasken Community Center to include a public special purpose outdoor swimming pool to provide recreational and instructional activities, a kid's tree house, a natural feature, lighting, cameras, and other amenities located at 15201 Cerralvo Dr.; Funding is available in the 2017 CO-District VII Priority Funds.

18. **FINANCE**: STAFF SOURCE JOSE F. CASTILLO, ASSISTANT FINANCE DIRECTOR

- a. Consideration to renew contract FY14-048 with Southern Sanitation, Laredo, Texas, in an amount up to \$73,627.44, to provide trash collection services for large volume containers. These services will be required for various city operations such as the Airport, Bridge System, Parks and Leisure, Public Access, Fleet Management, Traffic, Transit, Municipal Housing, Environmental Engineering, Utilities, and Solid Waste Departments. The contract vendor is also required to provide these containers for special events such as the Household Collection Event. There was no price increase during the last extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is

the last extension period for this contract. Funding for these services are available in various departmental funds.

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

- a. Consideration to renew contract number FY14-062 with Lozano Body Shop, Laredo, Texas, in an annual amount of up to \$225,000.00 to provide automotive and truck body shop repair services for the Fleet Department. The contract is for a three (3) year term and is subject to future appropriations. There was no price increase during the last extension period. This is the last extension period for this contract. All repair services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Budget.
- b. Consideration to renew annual service contract FY17-046 with Fox Truck World LLC., San Antonio, TX, in an amount up to \$150,000.00 for original equipment manufacturer (OEM) truck repair services for the City's automated side loader trucks. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the second of four extension periods. All services will be secured on an as needed basis. The City shall provide the parts. Funding is available in the Fleet Maintenance budget.
- c. Consideration to award contract FY19-071 to the low bidder Octane Forklifts, Denver, Colorado, for the purchase of one (1) heavy duty forklift in the amount \$97,751.00 for the Utilities Department. This forklift will be utilized for the unloading of oversize diameter pipe for the Utilites Warehouse. Funding is available in the Water 2018 PPF CO and the Utilities Department Fund.
- d. Consideration to renew a two year contract FY17-044 with CABCO Auctioneering Services, Laredo, Texas for auctioneer services for the sale of city surplus vehicles and equipment; CABCO's auctioneer (commission) fee is 20% of the gross sales. The intent of this contract is to conduct turn key public auctions, in accordance to Laws of the State of Texas (TX Department of License and Regulation), for disposal of surplus items on an as needed basis. This is the first of two - two year extension periods. There was no price increase during the last two year extension period.

20. **HEALTH**: STAFF SOURCE DR. HECTOR GONZALEZ, HEALTH DIRECTOR
- a. **2019-R-95** Ratifying the execution of a contract from the Texas Department of State Health Services (DSHS) Office of Border Public Health in the amount of \$14,600.00 for the City of Laredo Health Department (CLHD) to conduct binational meetings, training, health promotion and vector control events for the term from June 4, 2019 through August 31, 2020.
  - b. Ratifying the purchase of a Carrier Chiller from Temprite Mechanical, Inc. in the amount of \$81,500.00 for emergency replacement and repair of the City of Laredo Health Department Laboratory HVAC system, which is critical and essential for laboratory services and operations. Funding is available in the Capital Improvement Fund.
21. **PARKS & LEISURE**: STAFF SOURCE ANITA STANLEY, ASSISTANT PARKS DIRECTOR
- a. Authorizing the Co-Interim City Managers to grant a public fireworks permit for the City of Laredo at Uni-Trade Stadium located at 6320 Sinatra Pkwy; and authorizing the Co-Interim City Managers to execute a service agreement with Magic in the Sky, LLC, for the fireworks display at the Uni-Trade Stadium in the amount of \$5,000.00. The display will take place on the evening of July 4, 2019. Funding is available in the Sports & Community Venue Fund.
  - b. Authorizing the Co-Interim City Managers to grant a public fireworks permit for the City of Laredo at Independence Hills Park located at 1102 N. Merida Drive; and authorizing the Co-Interim City Managers to execute a service agreement with Magic in the Sky, LLC, for the fireworks display at Independence Hills Park in the amount of \$10,000.00. The display will take place on the evening of July 4, 2019. Funding is available in the Parks & Recreation Department Budget.
22. **UTILITIES**: STAFF SOURCE RIAZUL MIA, UTILITIES DIRECTOR
- a. Consideration to renew contract FY15-030 with Core & Main, LP, San Antonio, Texas in an amount of up to \$1,395,114.27 for the purchase of AMI/AMR turbine water meters sizes 3" to 8", meter kits, (register/endpoint/antenna) and Unitizing Measuring Elements (UME's) for the Utilities Department. All meters meet NSF Standard 61 Certification and

NSF 61 Annex F and G (lead requirements). All meters and meter kits will be ordered on an as needed basis. There was no price increase during the last extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Funding is available in the WaterWorks System Fund.

- b. Authorizing the Co-Interim City Managers to purchase the Wireless Flow Monitoring Equipment required to calculate the hydraulic model and design the sanitary sewer of the City, from ADS Environmental Services from Huntsville, Alabama in the amount of \$83,176.20. Funding is available in the Sewer 2018 PPFCO and Utilities Department, Wastewater Division Operational Budget.
- c. Authorizing Co-Interim City Managers to award and execute the construction contract to System Controls & Instrumentation, LLC (SCI), New Braunfels, Texas in the amount of \$1,342,072.00, for the City of Laredo High Service Pump Variable Frequency Drive (VFD) and Power Factor Correction at the Jefferson Street Water Treatment Plant. Construction time is two hundred and seventy (270) working days for final completion. Contract Award is subject to Texas State Energy Conservation LoanSTAR Agreement Amendment approval. Funds are available in the Water Fund - State Energy Conservation Office (SECO) Loan.
- d. Authorizing the Co-Interim City Managers to sign the permit with Kansas City Rail Road (KCS) to construct the sewer interceptor line from Zacate creek sewer treatment plant to the Chacon creek sewer interceptor. Funding is available in the 2017 Sewer Revenue Bond to pay the permit fee in the amount of \$9,375.00.
- e. Consideration to award a contract, for the purchase of computer data storage, servers and networking equipment for the Utilities Department, to Network Alliance, LLC., San Antonio, Tx., through Texas Department of Information Resources (DIR) contract pricing, in the amount of \$487,803.25. Funding is available in the Water and Sewer Construction Funds, Utility I.S. Improvement projects.
- f. Consideration to renew annual supply contract number FY18-056 for the purchase of copper pipe type K and crosslinked polyethylene (PEXAa) pipe for the Utilities Department. These materials are purchased on an as needed basis by the Utilities Department- Water Operations for construction and repair projects. The term of this contract shall be for a period of one year. There was no price increase during the last extension period. This is the first of two extension periods. Funding is available in the Utilities

Department Fund.

1. Section I - Core and Main, LLC., St. Louis, Missouri, in an amount up to \$150,000.00; and
2. Section II - Tenoch Distribution, LLC., San Antonio, Texas, in an amount up to \$100,00.00.

### **END OF CONSENT AGENDA**

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#### **XIII. STAFF REPORTS**

23. 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.
24. Discussion with possible action to initiate a Sister Cities agreement with the State of Jalisco and authorize a signing on July 9, 2019.
25. Discussion with possible action on the funding and in-kind support of the 2019 PONY Annual Baseball Tournament (Bronco & Palomino categories) expecting visitors from the U.S., Asia and Europe from August 1-5, 2019; and any other matters incident thereto.
26. Discussion with possible action on the funding and in-kind support for the 2019-2020 Texas World Series Tournaments; and any other matters incident thereto.
27. Discussion with possible action to approve the name change of Santa Maria Avenue between 4200 and 4500 Santa Maria Avenue to "Canizalez Avenue" after brothers Orlando and Jose "Gaby" Canizalez.

#### **XIV. EXECUTIVE SESSION**

The Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any posted agenda item when authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073

(Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and/or 551.086 (Economic Development). Following closed session, the open meeting will reconvene at which time action, if any, may be taken.

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

28. **2019-RT-05** Authorizing the Co-Interim City Managers to accept and execute the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Application No. TX-2019-063-00 in the amount of \$196,853.00. Funding will be for the purchase of Rolling Stock (2 Vans) for the Laredo Transit El Lift Department (1) and Bethany House of Laredo (1). The required local match in the amount of \$29,529.00 for the Laredo Transit El Lift is funded with the Transit Sales Tax in the amount of \$18,274.00. Local match in the amount of \$11,255.00 for Bethany House of Laredo will be in cash from Bethany House.
  
29. **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 \$200,000.00 including an estimated local participation in the amount of \$76,000.00 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.
  
30. Authorizing the Co-Interim City Managers to establish a Transit Advertisement Program. In line with the Five Year Comprehensive Transit Development Plan, the Transit Department currently has fifty (50) bus stop advertisement benches that can generate revenue opportunities that will be 100% allocated for bus stop improvements.

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

### **GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS**

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

1. Discussion with possible action to replace existing bleachers with larger bleachers and to include shades at the Independence Park Baseball Field; and any matters incident thereto. Funding available in District I Priority Funds.

**B. Request by Council Member Mercurio Martinez, III**

1. Discussion with possible action on amending Chapter 31 of the Code of Ordinances in order to establish a separate category for water/sewer rates applicable to multi-family properties when supplied through a single or shared meter, and any other matter incident thereto.

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

1. Discussion with possible action to amend Section 6-19 of the Code of Ordinances to (a) prohibit transporting animals within the open bed of a moving pickup, flatbed or similar vehicle where the animal is directly on a metal surface without sufficient protection when temperatures exceed 90 degrees; and (b) provide that the animal must be transported in a manner that its face cannot extend past the sides of the bed and thus bite, or attempt to bite, a passerby; and any other matters incident thereto.
2. Discussion with possible action to bring back the Cemetery Committee that was dissolved and motioned on June 7, 2004; and any other matters incident thereto.
3. Discussion with possible action to clarify action taken on \$125,000.00 allocated for cemetery improvements from District I, II, III, IV, and VI District Priority Funds; and any other matters incident thereto.

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

1. Discussion with possible action to rename the Convention and Visitors Bureau as Office of International Relations to Foster Tourism, Economic Development, cultural and global initiatives;

and any other matters incident thereto.

2. Discussion with possible action directing the Co-Interim City Managers to explore an Inter-governmental Contracting Agreement with the Webb County Tax Assessor Collector; and any matters incident thereto.
3. Discussion with possible action directing the Co-Interim City Managers to develop a plan of attrition, digitalization and streamline of services to maximize budget savings at the Tax Assessor Department; and any matters incident thereto.

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

1. Creation of a Directors Cabinet in order to plan, review, promote and process ideas for future legislative sessions with possible action; and any matters incident thereto.
2. Discussion with possible action to update the Future Land Use and Long Range Thoroughfare plans for the City of Laredo in accordance with Section 9.03 of the City Charter; and any other matters incident thereto.
3. Discussion with possible action to establish a local government corporation pursuant to Chapter 431 of the Texas Transportation Code for the implementation of the City of Laredo and Webb County detox/triage center; and any other matters incident thereto.

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

1. Status update on the nationwide search for a City Manager, to include the total time spent by committee and City staff as well as cost, and in addition to request the Ad-Hoc Committee to recommend a compensation package including salary and incentives; and any matters incident thereto.
2. 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.

3. Discussion with possible action to direct staff to come up with an incentive program for the installation of irrigation meters; and any matters incident thereto.

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

1. Discussion with possible action to instruct Co-interim City Managers to initiate negotiations for purchase of 1420 Houston Street, which is legally described as Lots 1, 8, 9, 10 & W 20' of 7 & W27.45' of 2 & E28.11' of N3.31' of 2 & N3.31' of 3 Blk 126 Western Division and 819 Santa Maria Avenue, which is legally described as Lots 8-9-10 Blk 139 Western Division; and any matters incident thereto.

**XVII. ADJOURN**

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Wednesday, June 26, 2019 at 8:45 p.m.

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Jose A. Valdez, Jr.  
City Secretary

**Public Hearings (also Intro Ord) 1.**

**City Council-Regular**

**Meeting Date:** 07/01/2019

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

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

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

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**SUBJECT**

**Public Hearing** allowing interested persons to comment on the 2019-2020 One Year Action plan which identifies the projects proposed to be funded by the U.S. Department of Housing and Urban Development. The City anticipates receiving \$3,730,742.00 in 45th Action Year Community Development Block Grant (CDBG) funds, \$1,085,399.00 through the HOME Investment Partnership Program (HOME), and \$316,494.00 through the Emergency Solutions Grant (ESG). An additional \$2,800.00.00 is anticipated to be received through CDBG program income, \$72,000.00 in Housing Rehabilitation Revolving Loan funds, and \$260,000.00 in HOME program income. The following projects are proposed to be funded:

<b>45th AY Community Development Block Grant</b>		
1	Community Development Administration	\$746,148
2	Housing Rehabilitation Administration	\$306,308
3	Housing Rehabilitation Loan Program	\$593,676
4	Code Enforcement	\$505,182
5	Graffiti Removal Program	\$30,671
6	Downtown Senior Recreational Program	\$151,557
7	Ejido/Lomas del Sur Traffic Light Project	\$150,000
8	Downtown Rental Rehabilitation Program	\$275,000
9	Downtown Neighborhood Access Improvements	\$100,000
10	District I – Ejido/Pita Mangana Traffic Light Project	\$125,000
11	District II – Cigarroa Park Splash Pad	\$225,000
12	District III – Design of South Laredo Nature Center Trails	\$25,000
13	District IV - Sidewalks	\$125,000
14	District V – De Llano Park Improvements	\$125,000
15	District VII - Neighborhood Bike Lanes	\$125,000
16	District VIII - Sidewalks	\$125,000
	<b>TOTAL</b>	<b>\$3,733,542</b>

<b>Revolving Loan</b>		
17	Housing Rehabilitation Revolving Loan Administration	\$7,027
18	Housing Rehabilitation Revolving Loan Program	\$64,973
	<b>TOTAL</b>	<b>\$72,000</b>

<b>HOME Investment Partnership Grant</b>		
19	HOME Program Administration	\$107,139
20	Down Payment Assistance Program (PI)	\$260,000
21	Tenant-Based Rental Assistance	\$390,000
22	Community Housing Development Organization (CHDO)	\$162,810
23	Inner City Affordable Rental Housing	\$425,450
	<b>TOTAL</b>	<b>\$1,345,399</b>

<b>Emergency Solutions Grant</b>		
24	ESG Program Administration	\$16,258
25	Emergency Shelter – Shelter Operations	\$95,000
26	Emergency Shelter – Essential Services	\$45,000
27	Street Outreach	\$9,884
28	Rapid Re-Housing	\$82,352
29	Homelessness Prevention	\$60,000
30	Homeless Management Information System (HMIS)	\$8,000
	<b>TOTAL</b>	<b>\$316,494</b>

## **VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

## **PREVIOUS COUNCIL ACTION**

On 5/6/19, a public hearing was held at City Council Chambers to allow the public and City Council to submit any recommendations for projects for the 2019-2020 One Year Action Plan. No comments were received.

## **BACKGROUND**

The City of Laredo is recognized as an entitlement City by HUD and is eligible in the next fiscal year to receive CDBG, HOME and ESG program funds. The award of funds is contingent on the submission and approval of the Action Plan which specifically details the activities/projects to be funded with HUD program funds. The process requires that citizens be provided an opportunity to comment on the proposed use of funds and that a public hearing be held to receive comments. As such, the citizen participation process included a series of public notices, public meetings and public hearings. City staff also met at several publicized locations to collect surveys regarding the need for programs and services in the community prior to the preparation of the draft plan.

As a point of reference, CDBG funds are intended to assist in the development of viable urban communities, by providing decent housing, creating a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. All CDBG assisted activities must either benefit low and moderate-income persons, aid in the prevention or elimination of slums and blight; and/or address other community development needs that present a serious and immediate threat to the health or welfare of the community.

HOME funds are intended to expand the supply of affordable housing for very low income and low-income persons.

ESG funds are intended to provide shelter, supportive services and other assistance to homeless persons and persons on the verge of becoming homeless.

The Action plan is currently available for public review and comment for a period of 30 days beginning June 24, 2019 and ending July 23, 2019 at the offices of the City Secretary, the Department of Community Development, at the Main Public Library, and on the City of Laredo's website under the Community Development Department's Administration page: <http://www.cityoflaredo.com/CommDev/Admin/Administration.htm> Comments received will be incorporated into the final document, which will be presented for City Council approval on August 5, 2019.

## **COMMITTEE RECOMMENDATION**

N/A

## **STAFF RECOMMENDATION**

That interested persons be provided an opportunity to comment on the draft 2019-2020 One Year Action Plan.

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### **Fiscal Impact**

<b>Fiscal Year:</b>	2019-2020
<b>Budgeted Y/N?:</b>	Y

**Source of Funds:** CDBG

**Account #:**

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

**FINANCIAL IMPACT:**

45th Action Year CDBG Grant \$3,730,742

Program Income \$2,800

Housing Rehabilitation Revolving Loan Program \$72,000

**Fiscal Year:** 2019-2020

**Budgeted Y/N?:** Y

**Source of Funds:** HOME

**Account #:**

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

**FINANCIAL IMPACT:**

2019-2020 HOME Grant \$1,085,399

Program Income \$260,000

**Fiscal Year:** 2019-2020

**Budgeted Y/N?:** Y

**Source of Funds:** ESG

**Account #:**

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

**FINANCIAL IMPACT:**

2019-2020 ESG Grant \$316,494

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## Public Hearings (also Intro Ord) 2.

### City Council-Regular

**Meeting Date:** 07/01/2019

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

**Staff Source:** Victor J. Linares, P.E., Acting Director Building Development Services Department

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### **SUBJECT**

**Public Hearing and Introductory Ordinance** amending Chapter 7, Buildings and Building Regulations, Section 7-2 of the Code of Ordinances and Chapter 24, Appendix D, Permit Fees, to establish new building permit and plan/checking fees for residential construction in accordance with HB 852; providing a cumulative and repealer clause; providing a severability clause; providing for publication; providing for a penalty; and declaring an effective date of September 1, 2019.

### **PREVIOUS COUNCIL ACTION**

On June 17, 2019, staff presented the proposed new procedures for building plan review and inspection fees to conform with the requirements of H.B. 852. City Council approved a motion directing staff to draft an ordinance for Council consideration.

### **BACKGROUND**

H.B. 852 added Section 214.907 of the Local Government Code to provide that: in determining the amount of a building permit or inspection fee required in connection with the construction or improvement of a residential dwelling, a city may not consider: (a) the value of the dwelling; or (b) the cost of constructing or improving the dwelling; and (2) a city may not require the disclosure of information related to the value of or cost of constructing or improving a residential dwelling as a condition of obtaining a building permit except as required by the Federal Emergency Management Agency for participation in the National Flood Insurance Program. H.B. 852 was signed on May 21, and it is effective immediately.

### **COMMITTEE RECOMMENDATION**

N/A

### **STAFF RECOMMENDATION**

Staff recommends that City Council introduce this Ordinance.

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**ORDINANCE NO. 2019-O-\_\_\_**

**AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS, SECTION 7-2 OF THE CODE OF ORDINANCES AND CHAPTER 24, APPENDIX D, PERMIT FEES, TO ESTABLISH NEW BUILDING PERMIT AND PLAN CHECKING FEES FOR RESIDENTIAL CONSTRUCTION IN ACCORDANCE WITH H.B. 852; PROVIDING A CUMULATIVE AND REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR A PENALTY; AND DECLARING AN EFFECTIVE DATE OF SEPTEMBER 1, 2019.**

**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**, H.B. 852 provides that: (1) in determining the amount of a building or inspection fee required in connection with the construction or improvement of a residential dwelling, a city may not consider: (a) the value of the dwelling; or (b) the cost of constructing or improving the dwelling; and

**WHEREAS**, on June 17, 2019, staff presented the proposed fee schedule for residential building permits that is consistent with H.B. 852; and

**WHEREAS**, the City Council finds it necessary and desirable to adopt the amendments to the Code of Ordinances and the Land Development Code as set forth in this Ordinance.

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

**Section 1.** The City of Laredo Code of Ordinances, Chapter 7, Section 7-2 is hereby amended to read as follows:

Sec. 7-2. – Same—Amendments.

The following sections of the International Building Code are modified to be specifically tailored to the City of Laredo:

...

Section ~~[109.1]~~ 109.2 *Schedule of Permit Fees*. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the following schedule established herein:

**SCHEDULE OF PERMIT FEES**  
**COMMERCIAL – TOTAL VALUATION FEE**

\$1,000.00 and less	No fee, unless inspection required, in which case a \$50.00 fee for each inspection shall be charged.
\$1,00 <del>[0]</del> <u>1</u> to \$50,000	<del>[\$15.00]</del> <u>\$50.00</u> for the first \$1,000.00 plus \$4.00 for each additional thousand or fraction thereof, to including \$50,000.00
\$50,00 <del>[0]</del> <u>1</u> .00 to \$100,000.00	<del>[\$210.00]</del> <u>\$260.00</u> for the first \$50,000.00 plus \$3.00 for each additional thousand or fraction thereof, to including \$100,000.00
\$100,00 <del>[0]</del> <u>1</u> to \$500,000	\$360.00 for the first \$100,000.00 plus \$2.00 for each additional thousand or fraction thereof, to including \$500,000.00
\$500,00 <del>[0]</del> <u>1</u> to \$1,000,000	\$1,160.00 for the first \$500,000.00 plus \$1.00 for each additional thousand or fraction thereof, to including \$1,000,000.00
\$1,000,00 <del>[0]</del> <u>1</u> and above	\$1,660.00 for the first \$1,000,000.00 plus \$0.50 for each additional thousand or fraction thereof.

**BUILDING PERMIT FEES -- RESIDENTIAL**

<u>Type</u>	<u>Fee</u>	<u>October 1, 2020 &amp; Forward Annual % Increase</u>
<u>Block Fence</u>	<u>\$46.00</u>	<u>1.5%</u>
<u>Reroof</u>	<u>\$50.00</u>	<u>1.5%</u>
<u>Swimming Pool</u>	<u>\$64.00</u>	<u>1.5%</u>
<u>Open Accessory (e.g. porches, palapas, carports)</u>	<u>\$64.00</u>	<u>1.5%</u>
<u>Enclosed Accessory (e.g. detached storage room)</u>	<u>\$64.00</u>	<u>1.5%</u>
<u>Remodel / Addition (Up to 1,000 sq. ft)</u>	<u>\$64.00</u>	<u>1.5%</u>
<u>Remodel / Addition (1,001-2,000 sq. ft)</u>	<u>\$73.00</u>	<u>1.5%</u>
<u>Remodel / Addition (2,001 sq. ft or more)</u>	<u>\$76.00</u>	<u>1.5%</u>
<u>New Construction</u>	<u>\$0.16 per sq. ft</u>	<u>1.5%</u>

**ADMINISTRATIVE FEE**



For the moving of any building or structure, the fee shall be \$50.00. A \$50.00 administrative fee is for inspection of building site, setback, zoning regulations and the requirement of section G501 of the International Building Code will be charged.

DEMOLITION FEE

For the demolition of any building or structures, the fee shall be:

0 up to 100,000 cu ft: \$50.00  
 100,000 cu ft and over: \$0.50/ 1,000 cu ft

PLAN-CHECKING FEES

When [~~the valuation of the proposed construction exceeds \$1,000.00~~] a plan is required to be submitted by Section 105.1 *of* the International Building Code, a plan-checking fee shall be paid to the Building Official at the time of submitting the plans and specifications for checking. Said plan-checking fee shall be [~~equal to one half (1/2) of the building permit fee as set forth~~] *paid as required, in accordance with the following fee schedule established herein:*

PLAN-CHECKING FEE - COMMERCIAL

*One half (1/2) of the building permit fee*

PLAN-CHECKING FEE - RESIDENTIAL

<u>Type</u>	<u>Fee</u>	<u>October 1, 2020 &amp; Forward Annual % Increase</u>
<u>Block Fence</u>	<u>\$30.00</u>	<u>1.5%</u>
<u>Reroof</u>	<u>\$34.00</u>	<u>1.5%</u>
<u>Swimming Pool</u>	<u>\$40.00</u>	<u>1.5%</u>
<u>Open Accessory (e.g. porches, palapas, carports)</u>	<u>\$40.00</u>	<u>1.5%</u>
<u>Enclosed Accessory (e.g. detached storage room)</u>	<u>\$40.00</u>	<u>1.5%</u>
<u>Remodel / Addition (Up to 1,000 sq. ft)</u>	<u>\$40.00</u>	<u>1.5%</u>
<u>Remodel / Addition (1,001- 2,000 sq. ft)</u>	<u>\$45.00</u>	<u>1.5%</u>
<u>Remodel / Addition (2,001 sq. ft or more)</u>	<u>\$55.00</u>	<u>1.5%</u>
<u>New Construction</u>	<u>\$0.11 per sq. ft</u>	<u>1.5%</u>

Such plan-checking fee is in addition to the building permit fee.

...

**Section 2.** The City of Laredo Code of Ordinances, Chapter 24, Appendix D, Section 1 is hereby amended to read as follows:

**PERMIT FEES**

(1) Building Fees

(a) The fees for permits required by section 24.16.1 of this code shall be as follows:

**BUILDING PERMIT FEES – COMMERCIAL**

Total Valuation	Fee
\$1,000 and less	No fee, unless inspection required, in which case a <del>[\$15.00]</del> <u>\$50.00</u> fee for each inspection shall be charged
\$1,001 to \$ 50,000.00	<del>[\$15.00]</del> <u>\$50.00</u> for the first \$1,000.00 plus <del>[\$5.00]</del> <u>\$4.00</u> for each additional thousand or fraction thereof, to and including \$50,000.00
\$50,001 to \$100,000.00	\$260.00 for the first \$50,000.00 plus <del>[\$4.00]</del> <u>\$3.00</u> for each additional thousand or fraction thereof, to and include \$100,000.00
\$100,001 to \$500,000.00	<del>[\$460.00]</del> <u>\$360.00</u> for the first \$100,000.00 \$500,000 plus <del>[\$3.00]</del> <u>\$2.00</u> for each additional thousand or fraction thereof, to and including \$500,000.00
\$500,001 to \$1,000,000.00	<del>[\$1660.00]</del> <u>\$1,160.00</u> for the first \$500,000.00 plus <del>[\$2.00]</del> <u>\$1.00</u> for each additional thousand or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and above	<del>[\$2,000.00]</del> <u>\$1,660.00</u> for the first \$1,000,000.00 plus \$0.50 for each additional thousand or fraction thereof.

**BUILDING PERMIT FEES - RESIDENTIAL**

<u>Type</u>	<u>Fee</u>	<u>October 1, 2020 &amp; Forward Annual % Increase</u>
<u>Block Fence</u>	<u>\$46.00</u>	<u>1.5%</u>
<u>Reroof</u>	<u>\$50.00</u>	<u>1.5%</u>
<u>Swimming Pool</u>	<u>\$64.00</u>	<u>1.5%</u>
<u>Open Accessory (porches, palapas)</u>	<u>\$64.00</u>	<u>1.5%</u>

<u>Enclosed Accessory (detached storage room)</u>	<u>\$64.00</u>	<u>1.5%</u>
<u>Remodel / Addition (Up to 1,000 sq. ft)</u>	<u>\$64.00</u>	<u>1.5%</u>
<u>Remodel / Addition (1,001-2,000 sq. ft)</u>	<u>\$73.00</u>	<u>1.5%</u>
<u>Remodel / Addition (2,001 sq. ft or more)</u>	<u>\$76.00</u>	<u>1.5%</u>
<u>New Construction</u>	<u>\$0.16 per sq. ft</u>	<u>1.5%</u>

[MOVING FEE]

[For the moving of any building or structure, the fee shall be \$100.00]

ADMINISTRATIVE FEE

For the moving of any building or structure, the fee shall be \$50.00. A \$50.00 administrative fee is for inspection of building site, setback, zoning regulations and the requirement of section G501 of the International Building Code will be charged.

DEMOLITION FEE

For the demolition of any building or structures, the fee shall be:

0 up to 100,000 cu ft: \$50.00  
100,000 cu ft and over: \$0.50/1,000 cu ft

PENALTIES

Where work for which a permit is required by this code is started or proceeded prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of this code in the execution of the work nor from any other penalties prescribed herein.

PLAN-CHECKING FEES

When ~~[the valuation of the proposed construction exceeds \$1000.00 and]~~ a plan is required to be submitted a non-refundable plan-checking fee shall be paid to the Building Official at the time of submitting plans and specifications for checking. Said plan checking fee shall be ~~[equal to one-half of permits as set for the in up to a maximum of \$1,500.00.]~~ paid as required, in accordance with the following fee schedule established herein:

COMMERCIAL

<u>One half (1/2) of the building permit fee as set forth</u>
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RESIDENTIAL

<u>Type</u>	<u>Fee</u>	<u>October 1, 2020 &amp; Forward Annual % Increase</u>
<u>Block Fence</u>	<u>\$30.00</u>	<u>1.5%</u>
<u>Reroof</u>	<u>\$34.00</u>	<u>1.5%</u>
<u>Swimming Pool</u>	<u>\$40.00</u>	<u>1.5%</u>
<u>Open Accessory (porches, palapas)</u>	<u>\$40.00</u>	<u>1.5%</u>
<u>Enclosed Accessory (detached storage room)</u>	<u>\$40.00</u>	<u>1.5%</u>
<u>Remodel / Addition (Up to 1,000 sq. ft)</u>	<u>\$40.00</u>	<u>1.5%</u>
<u>Remodel / Addition (1,001- 2,000 sq. ft)</u>	<u>\$45.00</u>	<u>1.5%</u>
<u>Remodel / Addition (2,001 sq. ft or more)</u>	<u>\$55.00</u>	<u>1.5%</u>
<u>New Construction</u>	<u>\$0.11 per sq. ft</u>	<u>1.5%</u>

Such plan-checking fee is in addition to the building permit fee.

**Section 3.** 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 4.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this 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 5.** The City Secretary of the City of Laredo is hereby directed to publish the proposed Ordinance as required by Section 2.09 of the Charter of the City of Laredo.

**Section 6.** 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 7.** This Ordinance shall become effective September 1, 2019.

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

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

**ATTESTED:**

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

**APPROVED AS TO FORM:**

**KRISTINA K. LAUREL HALE**  
**CITY ATTORNEY**

**BY:**\_\_\_\_\_  
**CRISTIAN ROSAS-GRILLET**  
**ASSISTANT CITY ATTORNEY**

**Public Hearings (also Intro Ord) 3.**

**City Council-Regular**

**Meeting Date:** 07/01/2019

**Staff Source:** Kristina L. Hale, City Attorney, Riazul Mia, Utilities Director

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**SUBJECT**

**Public Hearing and Introductory Ordinance** amending Chapter 31, (Utilities), Article III (water) Division 3 (rates and charges), of the City's Code of Ordinances related to the establishment of a new rate schedule for different categories of wastewater effluent sales; providing a savings clause; providing a severability clause; providing a penalty provision and providing an effective date.

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

N/A

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

N/A

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**Fiscal Impact**

**Fiscal Year:** 2019

**Budgeted Y/N?:** N/A

**Source of Funds:** N/A

**Account #:** N/A

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

**FINANCIAL IMPACT:**

No financial impact.

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**ORDINANCE NO. 2019-O-\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 31, (UTILITIES), ARTICLE III (WATER) DIVISION 3 (RATES AND CHARGES), OF THE CITY'S CODE OF ORDINANCES RELATED TO THE ESTABLISHMENT OF A NEW RATE SCHEDULE FOR DIFFERENT CATEGORIES OF WASTEWATER EFFLUENT SALES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY PROVISION AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the water system continues to provide the necessary services to assure that the water system continues to provide the highest level of services to our customers; and

**WHEREAS**, City council values the quality of life and is dedicated to providing that and the recreational use of effluent will provide an incentive to reuse this effluent against the treated drinking water.

**WHEREAS**, the Utilities Department has determined there is a need for a simpler process in order to track these accounts to ensure that customers are complying with the process and the City is billing the required services; and

**WHEREAS**, there is a need for reuse of wastewater effluent and establish a rate, to reduce the acquisitions of additional water rights to meet future demands.

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

**Section 1.** The City of Laredo Code of Ordinances, Chapter 31, Articles II and III is hereby amended as follows:

**ARTICLE II. - SEWERS AND SEWAGE DISPOSAL**

**DIVISION 1. - GENERALLY**

**Sec. 31-16. - Definitions.**

As used in this article and as defined below, all terms in this section are as defined in Title 40 Code of Federal Regulations, Part 403 which is adopted hereby and incorporated by reference herein and a copy of which shall be maintained in the office of the city secretary:

*Abnormal industrial waste* means any industrial waste having a TSS, COD, or BOD content in excess of that found in normal waste, but which is otherwise acceptable into a sanitary sewer under the terms of this article.

*Apartment house* means a collection of family residences grouped together in one (1) building, each family residence being a section of such building.

*Approved methods* means the analytical procedures published by the U.S. Environmental Protection Agency in 40 CFR 136.

*Approving authority* means the U.S. Environmental Protection Agency and/or TCEQ.

*Best management practices (BMPs)* means scheduled activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the amount of pollution entering the sanitary sewer system.

*Boarding house* means a place where one obtains food or lodging, or both, in another's house for a stipulated price.

*BOD (biochemical oxygen demand)* means the quantity of oxygen by weight, expressed in mg/l, utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five (5) days at a temperature of twenty (20) degrees Centigrade.

*Building sewer* means the extension from the building drain to the public sewer or other place of disposal (also called house lateral and house connection).

*Bypass* means the intentional diversion of waste streams from any portion of an industrial user's treatment facility.

*City* means the city or any authorized person acting in its behalf.

*COD (chemical oxygen demand)* means measure of the oxygen consuming capacity of inorganic and organic matter present in the water or wastewater expressed in mg/l as the amount of oxygen consumed from a chemical oxidant in a specific test, but not differentiating between stable and unstable organic matter and thus not necessarily correlating with biochemical oxygen demand.

*Commercial customer* means any structure or premises other than residential ~~or multifamily structures~~ as defined in this section and shall include the following:

- (1) All retail, wholesale and industrial business establishments;
- (2) All office buildings;
- (3) Professional businesses and service businesses;



- (4) Hotels, motels, inns, rooming houses, boardinghouses, whether private, public or quasi-public;
- (5) Hospitals, whether public or private, charitable or otherwise;
- (6) Fraternal organizations, public or private clubs, associations or organizations, and whether profit or nonprofit;
- (7) All other charitable and/or tax-supported organizations;
- (8) Church-related hall or church-related school, whether on the same or on different premises as the church to which affiliated; and
- (9) All operations that manufactures, packages, prepares, provides, serves, or makes available any food or meals.
- (10) Any and all other types or forms of public or private concerns, organizations or institutions not otherwise herein provided for.

*Comminuted garbage* means garbage that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in sanitary sewers, with no particle greater than one-half (½) inch in any dimension.

*Connection means* each and every joining of a sewer line leading from any building or structure with a part of the sanitary sewer system of the city; provided that, if there are two (2) or more buildings or structures on the same lot or adjoining lots and their respective sewer lines join on such lot or either adjoining lot and then one line joins the sanitary sewer system of the city, each such building or structure shall be considered as having a separate connection to the sanitary sewer system of the city.

*Control manhole* means a manhole giving access to a building sewer at some point before the building sewer discharge mixes with other discharges in the public sewer.

*Control point* means a point of access to a course of discharge before the discharge mixes with other discharges in the public sewer.

*Director* means the director of the city utilities department (or other official designated by the city manager) or the director's authorized representative, unless otherwise specified.

*Drainage water* means storm water; roof run-off water; subsurface and subsoil uncontaminated drainage water; drainage from down spouts; water from yard drains; water from fountains, ponds and swimming pools; water from lawn sprays, rainwater leaders, and areaways, and overflows from cisterns and water tanks.

*E.P.A. (Environmental Protection Agency)* means the U.S. Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the administrator or other duly authorized official of that agency.

*Family* means any number of individuals living together as a single household unit.

*Fats, oils, or grease (FOGs)* means organic polar compounds derived from animal and/or plant source that contain multiple carbon chain triglyceride molecules. All are sometimes referred to herein as “grease” or “greases”.

*FPE or FPEs* is a food processing establishment(s) where food for human consumptions is manufactured or packed.

*FSE or FSEs* is a food service establishment(s) that prepares, provides, serves, or makes available for human consumption meals, or any food.

*Garbage* means animal and vegetable wastes and residue from preparation, cooking and dispensing of food; and from the handling, processing, storage and sale of food products and produce.

*Grab sample* means a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

*Grease trap/interceptor* means a device designated to use differences in specific gravities to separate and retain light density liquids, waterborne fats, oils, and greases prior to the wastewater entering the sanitary sewer collection system. These devices also serve to collect settleable solids, generated by and from food preparation activities, prior to the water exiting the trap/interceptor and entering the sanitary sewer collection system.

*Hazardous waste* means those substances which if otherwise disposed of would be hazardous waste as set forth in 40 CFR 261.

*Holding tank waste* means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum pump tank trucks.

*Illegal connection* means any connection between the water tap and the home, business or irrigation system not using a city-issued or approved meter.

*Industrial user* means a source of indirect discharge which does not constitute a "discharge of pollutants" under regulations issued pursuant to Section 402 of the Act.

*Industrial or high strength wastes* means liquids or other character of wastes resulting from any commercial, manufacturing or industrial operations or processes that in strength concentration or character exceeds normal domestic sanitary sewage.

*Industrial waste or high strength surcharge* means the charge made on those operations who discharge industrial or high strength wastes into the city's sewage system.

*Industrial waste permit* means a permit to deposit or discharge industrial waste into the sanitary sewer. The permit charge is to cover the cost to issue the permit and to inspect the facility. This permit shall not grant a waiver to allow discharge of any wastes that exceed the limits or violate the requirements of this article.

*Milligrams per liter (mg/l)* means the same as parts per million and is a weight-to-volume ratio; the milligram per liter value multiplied by the factor eight and thirty-four one-hundredths (8.34) shall be equivalent to pounds per million gallons of water.

*Multi-family customer* means the owner or occupant of property containing multiple family dwelling units, except for those meeting the definition of Residential, below. ~~composed of more than one (1) unit being serviced by one (1) water meter.~~

*Natural outlet* means any outlet into a watercourse, ditch, lake, or other body of surface water or groundwater.

*NELAC* means National Environmental Laboratory Accreditation Conference and is a cooperative association of states and federal agencies, formed to establish and promote mutually acceptable performance standards for the operations of environmental laboratories. The standards cover both analytical testing of environmental samples and the laboratory accreditation process.

*Normal domestic wastewater* means wastewater excluding industrial wastewater discharged by a person or operation into sanitary sewers and in which the average concentration of TSS is not more than two hundred fifty (250) mg/l and BOD is not more than two hundred fifty (250) mg/l.

*Overload* means the imposition of organic or hydraulic loading on a treatment facility in excess of its engineered design capacity.

*Person* means any individual, business entity, partnership, corporation, governmental agency, political subdivision, or any other legal entity.

*pH* means the logarithm (base 10) of the reciprocal of the hydrogen ion concentration.

*Public sewer* means pipe or conduit carrying wastewater or unpolluted drainage in which owners of abutting properties shall have the use, subject to control by the city.

*Receiving stream* means the waterway into which a wastewater treatment plant, operated by the city, discharges the treated effluent.

*Residential connection* means a single or multi-family dwelling unit containing two (2) or fewer family units. ~~connection served by one (1) water meter and used primarily as living quarters for a family. A building with living quarters located on the same premises and used by the owner or occupant for family purposes shall not be considered a separate living unit.; provided however, that, if rental money is received from more than one (1) such unit, the same shall not be considered a residential connection, it will be a multi-family customer.~~

*Rooming house* means a house or building where there are two (2) or more bedrooms rented to persons for lodging.

*Sanitary convenience* means any plumbing fixture (except for a food waste disposal unit) not required to have a sand and/or grease trap (interceptor) according to provisions of the plumbing code.

*Sanitary sewage* means the waste from water closets, urinals, lavatories, sinks, bath tubs, showers, household laundries, basement floor drains, garage floor drains, store rooms, soda fountains, cuspidors, refrigerator drips, fountain and stable floor drains and all other similar fixtures and receptacles that discharge wastes into the sewerage system.

*Sanitary sewer* means a public sewer that conveys domestic wastewater or industrial wastes or a combination of both, and into which storm water, surface water, groundwater, and other unpolluted wastes are not intentionally passed.

*Shall* and *may* are differentiated by the term "shall" understood to be mandatory. The use "may" is understood to be permissive.

*Slug* means any discharge of water, wastewater, or industrial waste which in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.

*Standard methods* means the examination and analytical procedures set forth in the latest edition, at the time of analysis, of "Standard Methods for the Examination of Water and Wastewater" as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

*Storm sewer* means a public sewer which carries storm and surface waters and drainage and into which domestic wastewater or industrial wastes are not intentionally passed.

*Stormwater* means rainfall or any other forms of precipitation.

*Suspended solids* means solids measured in mg/l that either float on the surface of, or are in suspension in, water, wastewater, or other liquids, and which are largely removable by a laboratory filtration device.

*To discharge* includes to deposit, conduct, drain, emit, throw, run, allow to seep, or otherwise release or dispose of, or to allow, permit, or suffer any of these acts or omissions.

*Treatment plant upset* means an inhibition or disruption of the treatment plant, its treatment processes or operations, or its sludge processes, use or disposal which is a cause of or significantly contributes to:

- (1) A violation of any requirement of the city's TPDES ~~NPDES~~ permit (including an increase in the magnitude or duration of a violation);
- (2) The prevention of sewage sludge use or disposal by the treatment plant in accordance with all applicable federal and state laws and regulations and city ordinances;

- (3) A decrease in the quality of the effluent being discharged from the treatment plant; or
- (4) A decrease in the performance of the treatment plant processes or operations.

*Unpolluted wastewater* means water containing:

- (1) No free or emulsified grease or oil;
- (2) No acids or alkalis;
- (3) No phenols or other substances producing taste or odor in receiving water;
- (4) No toxic or poisonous substances in suspension, colloidal state, or solution;
- (5) No noxious or otherwise obnoxious or odorous gases;
- (6) No more than ten (10) mg/l each of suspended solids and BOD; and
- (7) Color not exceeding fifty (50) units as measured by the Platinum-Cobalt method of determination as specified in "Standard Methods."

*Waste* means rejected, unutilized or superfluous substances in liquid, gaseous, or solid form resulting from domestic, agricultural, or industrial activities.

*Wastewater* means a combination of the water-carried waste from residences, business buildings, institutions, and industrial establishments, together with any ground, surface and stormwater that may be present.

*Wastewater Effluent means final discharge from a permitted wastewater treatment plant. Because of the Federal Clean Water Act, the requirements for the treatment of the water is set on a plant-by-plant basis determined by the Texas Pollutant Discharge Elimination System (TPDES) permit. The majority of effluent is discharged into a body of water, but it also could be used in irrigation based on permit modification by the TCEQ.*

*Wastewater facilities* includes all facilities for collection, pumping, treating, and disposing of wastewater and industrial wastes.

*Wastewater service charge* means the charge on all industrial users of the public sewer system whose wastes do not exceed in strength the concentration values established as representative of normal wastewater.

*Wastewater treatment plant* means any city-owned facilities, devices, and structures used for receiving, processing and treating wastewater, industrial waste, and sludge's from the sanitary sewers.

*Watercourse* means a natural or manmade channel in which a flow of water occurs, either continuously or intermittently.

Sec. 31-139. - Bulk water *and Wastewater effluent* rates.

**Sec. 31-139.1 Bulk water:**

Bulk water is potable water and is used in residential and commercial construction for the testing of the water lines.

(a) General requirements.

- (1) Without prior permission of the utilities department, no water may be removed from the city water system, except by the city fire department for firefighting purposes or the city water department.
- (2) No water shall be removed from the city water system unless it is dispensed by a device approved by the city.
- (3) The city makes no guarantees regarding the quality of water after it leaves the city water system, and persons purchasing bulk water agree to hold the city harmless regarding water quality if it is removed from the city's water system.
- (4) The utilities director or his designee may at any time halt the sale of bulk water.

(b) Bulk water categories and rates. Thirty dollar (\$30.00) administrative fee.

Potable water category (rate per 1,000 gallons up to 53,750 gallons) ..... \$ 8.00

Anything above the fifty-three thousand seven hundred fifty (53,750) gallons will be charged as commercial water rates as established in water rates, section 31-138.

~~Effluent water category (rate per 1,000 gallons) ..... \$ 4.00~~

**Sec. 31-139.2 Wastewater Effluent:**

- (a) Wastewater Effluent means final discharge from a permitted wastewater treatment plant. Because of the Federal Clean Water Act, the requirements for the treatment of the water is set on a plant-by-plant basis determined by the Texas Pollutant Discharge Elimination System (TPDES) permit. The majority of effluent is discharged into a body of water, but it also could be used in irrigation based on permit modification by the TCEQ.
- (b) Wastewater effluent to be used for recreational use with a signed contract with the city  
Effluent water category (rate per 1,000 gallons) ..... \$ 0.12/1000 Gallons.
- (c) At the discretion of the City, charges for wastewater effluent may be waived or set at a lower price than the \$0.12/1000 gallons stated in this section for other government entities.

**Section 2.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

**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 that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent or in with conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent.

**Section 4.** This Ordinance shall become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Laredo.

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

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

**ATTESTED:**

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

**APPROVED AS TO FORM:**

**KRISTINA K. LAUREL HALE CITY ATTORNEY**

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

**XAVIER A. CHARLES  
ASSISTANT CITY ATTORNEY**

## Public Hearings (also Intro Ord) 4.

### City Council-Regular

**Meeting Date:** 07/01/2019

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

**Staff Source:** Hector F. Gonzalez, MD, MPH, Director of Health

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### **SUBJECT**

**Public Hearing and Introductory Ordinance** ratifying the execution of a contract amendment from the Texas Department of State Health Services (DSHS), amending the FY 2018-2019 budget by appropriating additional revenues and expenditures in the amount of \$70,000.00 for a total of \$205,000.00 for the City of Laredo Health Department (CLHD) Healthy Texas Mothers and Babies Program (formerly Healthy Texas Babies) to promote maternal child health services for the term from September 1, 2018 through August 31, 2020.

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

N/A

### **PREVIOUS COUNCIL ACTION**

On June 4, 2018, Council approved Ordinance 2018-O-075.

### **BACKGROUND**

The Texas Department of State Health Services contracts with the City of Laredo to provide public health services to residents of Laredo through the City of Laredo Health Department (CLHD).

Through this partnership, the City of Laredo Health Department will coordinate the Healthy Texas Mothers and Babies Community Coalitions (HTMBCC) initiative (formerly Healthy Texas Babies Community Coalitions) and collaborate with community partners and stakeholders to strengthen local capacity and community partnerships in Webb County, to improve maternal and child prenatal and birth outcomes and reduce disparities in women's health and infant mortality rates towards achievement of Healthy People 2020 goals.

### **COMMITTEE RECOMMENDATION**

N/A

### **STAFF RECOMMENDATION**



Staff recommends that Council introduce the Ordinance.

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**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:**  
**Source of Funds:** DSHS  
**Account #:** 226-6027  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

The revenue account is 226-0000-323-4090 and the expenditure division is 226-6027 with Project Numbers HETB05 (\$85,000.00) and HETB06 (\$117,500.00).

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**Attachments**

Contract  
Ordinance

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**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS000085000001  
AMENDMENT NO. 2**

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency" or "DSHS") and **CITY OF LAREDO HEALTH DEPARTMENT** ("Grantee"), each a "Party" and collectively the "Parties," to that certain grant contract effective February 15, 2018 and denominated DSHS Contract No. HHS000085000001 ("Contract"), now desire to further amend the Contract (Amendment No. 2).

**WHEREAS**, the Parties desire to amend the Contract to reflect a new name of the program to Healthy Texas Mothers and Babies Community Coalitions (HTMBCC); and

**WHEREAS**, the Parties desire to revise the budget and add funds for period beginning September 1, 2018, through August 31, 2020;

**WHEREAS**, the Parties desire to revise the Statement of Work; and

**WHEREAS**, this revision will result in an addition of **SEVENTY THOUSAND DOLLARS (\$70,000.00)** in federal funds.

**NOW, THEREFORE**, the Parties hereby amend and modify the Contract as follows:

1. The entirety of the Contract shall be amended so that (i) every instance where "Healthy Texas Babies Community Coalitions (HTBCC)" appears now means "Healthy Texas Mothers and Babies Community Coalitions (HTMBCC)"; and (ii) every instance where "Healthy Texas Babies (HTB)" appears now means "Healthy Texas Mothers and Babies (HTMB)".

2. **SECTION IV** of the Contract Signature Document, **BUDGET**, is deleted in its entirety and replaced with the following:

The total amount of this Contract will not exceed **TWO HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$255,625.00)** in federal funds. All expenditures under the Contract, as amended, will be in accordance with **ATTACHMENTS B-2**.

3. **SECTIONS I(B) and (C)** of the **ATTACHMENT A, STATEMENT OF WORK**, are deleted in their entirety and replaced with the following:

B. Conduct ongoing data gathering, data analysis, and a needs assessment of the local community. These analyses will include:

1. Target population demographics, geographic, socio-economic data, fetal, maternal and infant health and mortality data, racial/ethnic disparities, and community health drivers and health status information;

2. Rapid assessment of relevant community perinatal knowledge, attitudes and

- practices;
- 3. Gaps, barriers and strengths of local health systems, services and provider characteristics; and
- 4. Perinatal periods of risk analysis.

C. Carry out ongoing analysis and appraisal of community and HTMBCC stakeholders, members and partners which includes assessment of:

- 1. Organizational capacity of partners;
- 2. Levels of commitment;
- 3. Operational strengths and potential areas of contribution to HTMBCC goals;
- 4. Opportunities for engagement of new and non-traditional partners; and
- 5. Current locally implemented strategies and interventions relevant to infant mortality.

**4. SECTION I(F) of ATTACHMENT A, STATEMENT OF WORK, is deleted in its entirety and replaced with the following:**

F. Work with System Agency and other HTMB contractors to participate in and support local capacity and commitment building activities by:

- 1. Coordinating periodic HTMBCC meetings to provide a forum to discuss data, maternal and infant health priorities and strategies;
- 2. Obtaining input and feedback from stakeholders as part of the planning implementation and evaluation of the HTMBCC strategic plan;
- 3. Coordinating HTMBCC stakeholder participation in webinars, trainings, collaborative learning forums and events;
- 4. Strengthening and expanding community partnerships by recruiting and engaging members; developing and defining member roles; expanding and strengthening coordination and collaboration among partners; and
- 5. Providing information to and dissemination channels for documentation of best practices, success stories, HTMBCC dashboards, news from the field and other relevant updates and events.

**5. THE ATTACHMENT A, STATEMENT OF WORK, is amended to add the following:**

H. Coordinate analysis of a local woman's, maternal and infant health communication strategies to reach, communicate with, and motivate engagement of local target and influencing audiences to address health issues that are prioritized for strategic action by:

- 1. Identifying and engaging HTMBCC stakeholders and local partners for collaboration;
- 2. Gathering or updating information to develop:
  - i. Situational analyses to understand, describe and identify locally specific and relevant health issues prioritized through strategic planning;
  - ii. Audience analyses to describe the priority and influencing audiences and the knowledge, attitude and practices of the target population as it relates to the specific health issues identified;

- iii. Program analyses to describe key factors that influence the HTMBCC's approach and context for actions to address the specific health issues identified; and
  3. Using analyses to incorporate locally specific communication strategies for the priority health issues identified in the HTMBCC strategic plan activities (Section E of Attachment A, Statement of Work) for improved maternal and infant health outcomes and specifically addressing the disparities in these outcomes; and in congruence with System Agency's HTMB framework and focus.
- I. Assess alignment of preconception peer education activities with the local HTMB Community Coalition strategic plan activities for improved maternal and infant health outcomes by:
  1. Reviewing and assessing peer-educator training curriculum and implementation strategies, identified in coordination with System Agency, for the purpose of training college students to become peer educators for members of their community on the importance of preconception health, seeking regular preventive care, having a reproductive life plan, and the impact of social determinants of health on their wellbeing;
  2. Identifying and engaging local partners, colleges and universities to assess opportunities and potential implementation strategies in the planning and development of the preconception peer education effort; and
  3. Integrating preconception peer education strategies, as appropriate with local HTMBCC strategic plan activities (Section E of Attachment A, Statement of Work) for improved maternal and infant health outcomes and specifically addressing the disparities in these outcomes; and in congruence with System Agency's HTMB framework and focus.
6. This Amendment No. 2 shall be effective upon execution.
7. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, shall remain in full force and effect. In the event of a conflict between the Contract and the terms of this Amendment, the terms of this Amendment shall control.
8. Any further revisions to the Contract shall be by written agreement of the Parties.
9. Any undefined capitalized terms used in this Amendment No. 2 shall have the meanings ascribed such terms in the Contract, as amended.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 2  
DSHS CONTRACT NO. HHS000085000001**

**DEPARTMENT OF STATE HEALTH SERVICES    CITY OF LAREDO HEALTH DEPARTMENT**

DocuSigned by:  
*Manda Hall, M.D*  
202CEA5A9C164E2...

Manda Hall, M.D

Associate Commissioner, Community Health Improvement

May 20, 2019

DocuSigned by:  
*Rosario Cabello*  
02A65EA7AB6B443...

Rosario Cabello

Co-Interim City Manager

Date of Execution: May 20, 2019

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:**

**ATTACHMENT B -2- BUDGET**

**ATTACHMENT B-2  
BUDGET**

<b>Budget Categories</b>	<b>Fiscal Year 2019 Budget Summary</b>	<b>Fiscal Year 2020 Budget Summary</b>	<b>Total Budget Summary</b>
Personnel	\$40,738.00	\$41,325.00	\$82,063.00
Fringe Benefits	\$19,311.00	\$19,523.00	\$38,834.00
Travel	\$1,055.00	\$1,038.00	\$2,093.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$3,002.00	\$3,002.00
Contractual	\$20,000.00	\$45,660.00	\$65,660.00
Other	\$6,396.00	\$6,952.00	\$13,348.00
Sum of Direct Costs	\$87,500.00	\$117,500.00	\$205,000.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Sum of Total Direct Costs and Indirect Costs	\$87,500.00	\$117,500.00	\$205,000.00
<b>TOTAL</b>	\$87,500.00	\$117,500.00	\$205,000.00

## ORDINANCE

**RATIFYING THE EXECUTION OF A CONTRACT AMENDMENT FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS), AMENDING THE FY 2018-2019 BUDGET BY APPROPRIATING ADDITIONAL REVENUES AND EXPENDITURES IN THE AMOUNT OF \$70,000.00 FOR A TOTAL OF \$205,000.00 FOR THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) HEALTHY TEXAS MOTHERS AND BABIES PROGRAM (FORMERLY HEALTHY TEXAS BABIES) FOR THE TERM FROM SEPTEMBER 1, 2018 THROUGH AUGUST 31, 2020.**

**WHEREAS**, the Texas Department of State Health Services contracts with the City of Laredo to provide public health services to residents of Laredo through the City of Laredo Health Department (CLHD); and

**WHEREAS**, through this partnership, the City of Laredo Health Department will coordinate the Healthy Texas Mothers and Babies Community Coalitions (HTMBCC) initiative (formerly Healthy Texas Babies Community Coalitions) and collaborate with community partners and stakeholders to strengthen local capacity and community partnerships in Webb County, and to improve birth outcomes and reduce disparities in infant mortality rates towards achievement of Healthy People 2020 goals.

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

**Section 1:** The Co-Interim City Managers are hereby authorized to ratify and execute a contract amendment from the Texas Department of State Health Services (DSHS), amending the FY 2018-2019 budget by appropriating additional revenues and expenditures in the amount of \$70,000.00 for a total of \$205,000.00 for the City of Laredo Health Department (CLHD) Healthy Texas Mothers and Babies Program (formerly Healthy Texas Babies) for the term from September 1, 2018 through August 31, 2020.

**Section 2:** The revenue account is 226-0000-323-4090 and the expenditure division is 226-6027 with Project Numbers HETB05 (\$87,500.00) and HETB06 (\$117,500.00).

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

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**  
**KRISTINA K. LAUREL HALE**  
**CITY ATTORNEY**

\_\_\_\_\_  
**CRISTIAN ROSAS-GRILLET**  
**ASSISTANT CITY ATTORNEY**



## Public Hearings (also Intro Ord) 5.

### City Council-Regular

**Meeting Date:** 07/01/2019

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

**Staff Source:** J. K. Snideman

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### SUBJECT

**Public Hearing and Introductory Ordinance** authorizing the Co-Interim City Managers to execute an Interlocal Agreement between the City of Laredo (City), the Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA), and the Webb County Drainage District No. 1 (Drainage District) for the development of a new arterial road, as further identified in attached Exhibits 3 and 4, extending from the intersection of Loop 20 (Cuatro Vientos Road) and Los Presidentes Avenue to its intersection with the extension of Concord Hills Boulevard. Also authorizing the Co-Interim City Managers to amend the FY2018-2019 Capital Grants Fund Budget by appropriating the estimated total project cost of \$3,070,000.00, which will include: design, permitting, construction, construction oversight, Federal Emergency Management Agency (“FEMA”) coordination, and environmental clearance. The Laredo District of the Texas Department of Transportation (“TxDOT”) has committed to construct acceleration and deceleration lanes on Loop 20 (Cuatro Vientos Road), which will provide access to the project, at a cost of approximately \$730,000.00. Contributions toward the total estimated \$3,070,000.00 project cost are as follows: \$1,400,000.00 by the City, \$600,000.00 by the Drainage District, and \$1,070,000.00 by the WC-CL RMA. Funding is available in the Capital Grants Fund.

### PREVIOUS COUNCIL ACTION

On August 13th, 2018, the City Council approved a motion allocating \$1,400,000.00 toward the development costs of the project.

### BACKGROUND

The City of Laredo, the Webb County Drainage District #1, and the Webb County-City of Laredo Regional Mobility Authority have mutually agreed that the construction of new arterial road, as identified is Exhibit 3 -Conceptual Arterial Connection, and Exhibit 4 - Typical Cross Section, extending from the intersection of Loop 20 (Cuatro Vientos Road) and Los Presidentes Avenue to its intersection with the extension of Concord Hills Boulevard will benefit the residents of the City of Laredo, and Webb County by increasing mobility and improving drainage in the South Texas region. The total project cost of \$3,070,00.00 shall include the design, permitting, construction, construction oversight, Federal Emergency Management Agency (“FEMA”) coordination, and environmental clearance for the project. The Laredo District of the Texas Department of Transportation (“TxDOT”) has committed to

construct acceleration and deceleration lanes on Loop 20 (Cuatro Vientos Road), which will provide access to the Project, at a cost of approximately \$730,000.00, exclusive of the project costs.

The road is proposed to be a 4 lane, modified major arterial, of 100 foot right of way. (See attached exhibit 4 for typical section)

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

N/A

**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** N  
**Source of Funds:** Interlocal Agreement  
**Account #:**  
**Change Order: Exceeds 25% Y/N:**  
**FINANCIAL IMPACT:**

LOS PRESIDENTES (CUATRO VIENTOS TO CONCORD HILLS) ARTERIAL ROAD PROJECT

	ACCOUNT #	Annual Appropriation	AMENDMENT	Amended Annual Appropriation
<b>REVENUE:</b>				
WC-CL RMA	458-2663-372-1000	0	1,070,000	1,070,000
DRAINAGE DISTRICT	458-2663-372-1000	0	600,000	600,000
TRANSFER IN - 2018	458-2663-393-0472	0	1,400,000	1,400,000
<b>CO</b>				
<b>EXPENSE:</b>				
LOS PRESIDENTES ARTERIAL ROAD	458-2663-525-9301	0	0	0
			<b>TOTAL</b>	<b>3,070,000</b>

**Attachments**

ORDINANCE  
 Interlocal Agreement  
 conceptual arterial connection  
 typical cross section



**ORDINANCE NO. 2019-O-**

**Authorizing the Co-Interim City Managers to execute an Interlocal Agreement between the City of Laredo (City), the Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA), and the Webb County Drainage District No. 1 (Drainage District) for the development of a new arterial road, as further identified in attached Exhibits 3 and 4, extending from the intersection of Loop 20 (Cuatro Vientos Road) and Los Presidentes Avenue to its intersection with the extension of Concord Hills Boulevard. Also authorizing the Co-Interim City Managers to amend the FY2018-2019 Capital Grants Fund Budget by appropriating the estimated total project cost of \$3,070,000, which will include: design, permitting, construction, construction oversight, Federal Emergency Management Agency (“FEMA”) coordination, and environmental clearance. The Laredo District of the Texas Department of Transportation (“TxDOT”) has committed to construct acceleration and deceleration lanes on Loop 20 (Cuatro Vientos Road), which will provide access to the project, at a cost of approximately \$730,000.00. Contributions toward the total estimated \$3,070,000 project cost are as follows: \$1,400,000 by the City, \$600,000 by the Drainage District, and \$1,070,000 by the WC-CL RMA. Funding is available in the Capital Grants Fund.**

**WHEREAS**, the City of Laredo continues to experience unprecedented growth in population, trade, industry, tourism and economic development; and,

**WHEREAS**, traffic congestion is a persistent infrastructure challenge in Laredo which affects the safety and quality of life of its residents; and,

**WHEREAS**, the City is a home rule city and municipal corporation; and,

**WHEREAS**, the WC-CL RMA is a regional mobility authority created pursuant to the request of Webb County and the City of Laredo and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§ 26.1, *et seq.* (the “RMA Rules”), and is a body politic and corporate and political subdivision of the State of Texas; and,

**WHEREAS**, the Parties are pursuing development of a new arterial road extending from the intersection of Loop 20 (Cuatro Vientos Road) and Los Presidentes Avenue to Concord Hills Boulevard, such project also including the southern extension of Concord Hills Boulevard (the “Project”), as the Parties mutually agree that the project will benefit the residents of the City of Laredo and Webb County by increasing mobility and improving drainage in the south Texas region; and,

**WHEREAS**, HNTB Corporation (“HNTB”), as general engineering consultant to the WC-CL RMA, estimates that the total project cost for design, permitting, construction, construction oversight, Federal Emergency Management Agency (“FEMA”) coordination, and environmental clearance of the Project is approximately \$3,070,000.00 (the “Development Costs”); and,

**WHEREAS**, the Laredo District of the Texas Department of Transportation (“TxDOT”) has committed to construct acceleration and deceleration lanes on Loop 20 (Cuatro Vientos Road), which will provide access to the Project, at a cost of approximately \$730,000.00, exclusive of the Development Costs (the “TxDOT Project”); and,

**WHEREAS**, on August 13, 2018, the City Council of the City approved a motion to allocate \$1,400,000.00 toward the Development Costs; and,

**WHEREAS**, the Parties desire to contribute the funds needed to finance the project and to define the responsibilities and obligations related to the development and construction of the Project.

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

**Section 1:** Authorizes the Co-Interim City Managers to execute an Interlocal Agreement between the City of Laredo (City), the Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA), and the Webb County Drainage District No. 1 (Drainage District) for the development of a new arterial road, as further identified in attached Exhibits 3 and 4, extending from the intersection of Loop 20 (Cuatro Vientos Road) and Los Presidentes Avenue, to its intersection with the extension of Concord Hills Boulevard.

**Section 2:** The Co-Interim City Managers are also authorized to amend the FY2018-2019 Capital Grants Fund Budget by appropriating the estimated total project cost of \$3,070,000, which will include: design, permitting, construction, construction oversight, Federal Emergency Management Agency (“FEMA”) coordination, and environmental clearance.

**Section 3:** The following line items shall be increased accordingly:

LOS PRESIDENTES (CUATRO VIENTOS TO CONCORD HILLS) ARTERIAL ROAD PROJECT				
	ACCOUNT #	Annual Appropriation	AMENDMENT	Amended Annual Appropriation
REVENUE:				
WC-CL RMA	458-2663-372-1000	0	1,070,000	1,070,000
DRAINAGE DISTRICT	458-2663-372-1000	0	600,000	600,000
TRANSFER IN - 2018 CO	458-2663-393-0472	0	1,400,000	1,400,000
EXPENSE:				
LOS PRESIDENTES ARTERIAL ROAD	458-2663-525-9301	0	0	0
			TOTAL	3,070,000

**Section 4:** This ordinance shall be published in the manner provided by Section 2.90 (D) of the Charter of the City of Laredo.

Section 5: This ordinance shall become effective as and from the date of publications specified in Section 3.

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
KRISTINA K. LAUREL HALE  
CITY ATTORNEY

**INTERLOCAL AGREEMENT**  
**Los Presidentes Project (Cuatro Vientos to Concord Hills)**

**THIS INTERLOCAL AGREEMENT** (the “Agreement”) is made and entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2019, by and between the Webb County–City Of Laredo Regional Mobility Authority (the “WC-CL RMA”); the City of Laredo (the “City”); and the Webb County Drainage District No. 1 (the “Drainage District”) (collectively, the “Parties,” and each individually, a “Party”).

**WITNESSETH:**

**WHEREAS**, the WC-CL RMA is a regional mobility authority created pursuant to the request of Webb County and the City of Laredo and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§ 26.1, *et seq.* (the “RMA Rules”), and is a body politic and corporate and political subdivision of the State of Texas; and

**WHEREAS**, the City is a home rule city and municipal corporation; and

**WHEREAS**, the Drainage District is a political subdivision of the State created pursuant to Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 56 of the Texas Water Code by the Webb County Commissioners Court after a petition was presented to the Commissioners Court followed by a confirmation election on November 7, 1995; and

**WHEREAS**, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

**WHEREAS**, Section 370.033 of the Transportation Code provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

**WHEREAS**, the Parties are pursuing development of a new arterial road extending from the intersection of Loop 20 (Cuatro Vientos Road) and Los Presidentes Avenue to Concord Hills Boulevard, such project also including the southern extension of Concord Hills Boulevard (the “Project”); and

**WHEREAS**, HNTB Corporation (“HNTB”), as general engineering consultant to the WC-CL RMA, estimates that the total project cost for design, permitting, construction, construction oversight, Federal Emergency Management Agency (“FEMA”) coordination, and environmental clearance of the Project is approximately \$3,070,000.00 (the “Development Costs”); and

**WHEREAS**, the Laredo District of the Texas Department of Transportation (“TxDOT”) has committed to construct acceleration and deceleration lanes on Loop 20 (Cuatro Vientos Road), which will provide access to the Project, at a cost of approximately \$730,000.00, exclusive of the Development Costs (the “TxDOT Project”); and

**WHEREAS**, the Parties desire to contribute the funds needed to finance the Development Costs and to define the responsibilities and obligations related to the development and construction of the Project; and

**WHEREAS**, on August 13, 2018, the City Council of the City approved a motion to allocate \$1,400,000.00 toward the Development Costs; and

**WHEREAS**, on \_\_\_\_\_, 2019, in Resolution No. \_\_\_\_, the WC-CL RMA approved a resolution committing \$1,070,000.00 toward the Development Costs; and

**WHEREAS**, on January 17, 2019, the Drainage District approved a resolution committing \$600,000.00 toward the Development Costs for drainage purposes only; and

**WHEREAS**, the Parties agree that the development of the Project will benefit the residents of the City of Laredo and Webb County by increasing mobility and improving drainage in the South Texas region.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

**I.**  
**FINDINGS**

**Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved by each party.

**II.**  
**ACTIONS**

**1. Funding Commitment.** The Parties shall each provide funding for the Project in the total amount of \$3,070,000.00 (the “Funding Commitment”).

<b>Funding Commitment</b>	
<b>Agency</b>	<b>Commitment</b>
City of Laredo	\$ 1,400,000.00
Webb County Drainage District No. 1	\$ 600,000.00
Webb County City of Laredo Regional Mobility Authority	\$ 1,070,000.00
<b>Total</b>	<b>\$ 3,070,000.00</b>

**Table 1 – Funding Commitment**

The allocation of the Funding Commitment between the Parties shall include the following not-to-exceed amounts by each Party: (1) \$1,400,000.00 by the City; (2) \$1,070,000.00 by the WC-



CL RMA; and (3) \$600,000.00 by the Drainage District. The Funding Commitment is not a joint and several obligation of the Parties; each Party is only obligated for the not-to-exceed amount set forth herein. The Funding Commitments will be used by the WC-CL RMA and the City to pay the Development Costs of the Project, including project development, construction, and other associated costs as set forth in Sections 2 and 3. Each Party acknowledges the WC-CL RMA and the City will make contractual obligations related to the development and construction of the Project in reliance on the Funding Commitment and obligations set forth herein.

2. **WC-CL RMA Obligations.** The WC-CL RMA shall provide services related to development of the Project, including utility coordination, design, survey, permitting, environmental clearance, investigation, core borings, subsurface exploration, evaluation, planning and engineering services, FEMA coordination, geotechnical engineering, and some construction phase services (the “Project Development Services”). The Project Development Services shall not include responsibility for the superintendence of construction, site conditions, operations, equipment, personnel, or the maintenance of safety in the work place.

Each of the Project Development Services shall be procured by the WC-CL RMA under existing or new consultant contracts and shall be paid for directly by the WC-CL RMA to consultants under each contract. The WC-CL RMA and its consultants shall develop the plans, specifications, construction cost estimates, scheduling, and bid package preparation related to the portion of the Project extending from the Cuatro Vientos East right-of-way line to the East side of the Concord Hills Intersection, in accordance with Standards and Specifications provided by the City. The WC-CL RMA and its consultants shall develop the plans, specifications, and estimates and associated bid documents related to the Project and the TxDOT Project (the “Project Plans”). The WC-CL RMA shall provide the Project Plans for review and approval at various intervals of development (upon 30, 50, and 90 percent completion) to the City in pdf format. Once complete, the WC-CL RMA shall provide the Project Plans, which shall be a complete set of plans and specifications, signed and sealed by a licensed engineer in the State of Texas, for construction to the City and the City’s contractors for letting, construction and implementation of the Project pursuant to Article III. Upon completion of the Project, the WC-CL RMA and its consultants shall prepare drawings and certified engineering reports requested by the City. The drawings will be designated as “Plan of Record” drawings and will be developed based on redlines to the contract drawings developed by the contractor. The redlines will reflect changes due to field conditions during construction.

In addition, the WC-CL RMA shall, pursuant to an agreement between the WC-CL RMA and TxDOT, provide the Project Plans to TxDOT for letting, construction, and implementation of the TxDOT Project. The WC-CL RMA shall not commence the Project Development Services until all funds that WC-CL RMA spends on Project Development Services shall be deducted from the WC-CL RMA’s total commitment under the Funding Commitment. In no event shall the amount the WC-CL RMA on Project Development Services exceed twenty (20) percent of the Funding Commitment without the written approval of the Parties, in the same manner as required in Section 7(b). After all Project Development Services have been performed, or when the actual cost of the Project Development Services is conclusively established, the WC-CL RMA shall set aside the remainder of the WC-CL RMA’s portion of its Funding Commitment less the actual cost of the Project Development Services (the “WC-CL RMA Balance”) in order for the City to finance other costs related to the Project pursuant to Section 3 and 5. When the WC-CL RMA

Balance is established, the WC-CL RMA shall provide notice to the Parties. The WC-CL RMA shall not be obligated to pay additional funds to the City other than the WC-CL RMA Balance unless mutually agreed by the Parties in writing. The WC-CL RMA shall pay the City for certain costs up to the WC-CL RMA Balance pursuant to Section 5.

**3. City Obligations.** Construction services for the Project include but are not limited to letting, construction, construction oversight, and inspection services (the “Construction Services”). Prior to the performance of the Construction Services, the City shall secure all right-of-way (“ROW”) necessary for the Project. It is understood that the ROW is to be donated by the respective landowners via ROW Dedication Plat through the City. The City shall provide or procure the Construction Services. The Construction Services shall not include construction of or services directly related to the TxDOT Project. Certain Construction Services shall be procured by the City. Immediately after tabulating all of the bids received for construction of the Project, the City will notify the WC-CL RMA and the Drainage District in writing of the name of the contractor selected by the City for the Project (the “Contractor”) and the bid amount for the Construction Services (the “Original Bid”). The Original Bid shall not exceed a mutually agreed on price set by the Parties that considers the total Development Costs and the total Funding Commitment remaining for the Project. The Construction Services shall be paid for directly by the City to the Contractor. The City shall provide invoices to the WC-CL RMA and the Drainage District pursuant to Section 5. After the Project is accepted, the City, pursuant to its contract for Construction Services with the Contractor, will obtain a one (1) year warranty period. The City shall own, operate, and maintain the Project. The City will use best efforts to accept the project within thirty (30) days of receiving the final closing documentation.

**4. Drainage District Obligations.** The Drainage District shall pay all costs associated with drainage provided pursuant to the Construction Services, including construction of storm sewers, drainage inlets (curb inlets, drop inlets, etc.), culverts, and other drainage-related costs (the “Drainage Costs”). The Drainage Costs will be incurred by the City as part of the Construction Services. The Drainage District shall remit the Drainage Costs to the City pursuant to Section 5. The total Drainage Costs that the Drainage District pays to the City shall not exceed the Drainage District’s not-to-exceed portion of the Funding Commitment, unless mutually agreed by the Parties in writing.

**5. Delivery of Funding Commitment.** The WC-CL RMA and the Drainage District shall provide reimbursement for certain costs incurred by the City in providing the Construction Services. The City shall prepare itemized invoices to the WC-CL RMA and Drainage District in order to receive payment. The WC-CL RMA and the Drainage District shall pay each approved invoice within ten (10) business days. The itemized invoices shall be prepared as follows:

- a. **Drainage Costs.** All Drainage Costs shall be invoiced to the Drainage District as the Drainage Costs are incurred by the City.
- b. **All Other Costs for Construction Services.** The cost of Construction Services, less the Drainage Costs, shall be apportioned between the City and the WC-CL RMA. To apportion these costs, the City shall determine the ratio of the WC-CL RMA Balance, defined in Section 2, to the City’s Funding Commitment (the “Construction Cost Apportionment”). The cost of Construction Services, less the

Drainage Costs, shall be divided and paid according to the Construction Cost Apportionment. As costs are incurred by the City and owed to the Contractor, the City shall invoice the WC-CL RMA using the Construction Cost Apportionment.

**6. Surplus Funds.** In the event any portion of the Funding Commitment is not required to administer all costs related to the performance of the Project Development Services and the Construction Services, the Parties may retain any remaining amount.

**7. Change Orders.** The Development Costs include a five (5) percent contingency (the "Contingency"). If the cost of performing the Construction Services exceeds the Original Bid, the following provisions shall apply:

- a. **Contractor-Initiated Change Orders. Use of the Contingency.** In the event the City receives a proposed change order from the Contractor indicating that additional funds exceeding the Original Bid will be needed for Construction Services, the City will notify the WC-CL RMA and the Drainage District in writing of the proposed change order. Unless the WC-CL RMA or the Drainage District object within ten (10) business days of receipt of the written notification of the proposed change order, the City will proceed with Construction Services and invoice the WC-CL RMA and Drainage District for payment using the Contingency; provided, in no event may the total Project costs exceed the Funding Commitment or provide for the WC-CL RMA or the Drainage District to pay more than its portion of the Funding Commitment under this Agreement.
- b. **Party-Initiated Change Orders.** If change orders are requested by the WC-CL RMA, the City, or the Drainage District under this Agreement, the requesting Party will submit the request to the other Parties, including all necessary documentation to prepare the change order. The non-requesting Parties must provide approval. Notwithstanding the time period to reject a proposed change order under subsection (a), Parties agree to use good faith efforts to respond to change orders within ten (10) business days after receipt of a request, or such additional period of time as may be reasonably necessary under the circumstances based on the complexity of the change order. The Parties are under no obligation to approve any change orders, and in no event shall the WC-CL RMA and the Drainage District be responsible for costs or expenses under City-initiated Change Orders that are not approved by the WC-CL RMA and the Drainage District.
- c. **Costs Exceeding Funding Commitment.** If a change order results in the total Project costs exceeding the Funding Commitment, the additional amounts will be paid pro rata by each Party, except the Drainage District shall only be responsible for Drainage Costs associated with any change order. The WC-CL RMA and the Drainage District shall pay the City the additional amounts in the approved change order using the same process described in Section 5 after the approval of the Party's governing body, unless further time is required for official action to appropriate funds. In the event official action is needed, the Parties agree to present the request at the next regular or special governing board meeting.

**III.**  
**PROJECT PLANS**

**Assignment of Project Plans.** The WC-CL RMA shall provide the Project Plans to the City and the City's contractors for letting, construction, and implementation of the Project. Upon completion of the Project Plans, an assignment agreement will be entered into under which the WC-CL RMA shall assign, in writing, to the City all of the WC-CL RMA's right, title, and interest in any of the Project Plans. The City shall assist WC-CL RMA in obtaining any consents required to assign the foregoing items to the City so that, to the extent that the WC-CL RMA assigns its rights and interests to the City, the City shall have, to the greatest extent possible, the same rights under and interests in the assigned Project Plans as the WC-CL RMA held prior to that assignment. The WC-CL RMA will not determine whether any or all of the Project Plans are accurate, complete or pertinent, or of any value. The WC-CL RMA makes no representation, warranty, or guarantee as to the accuracy, completeness, pertinence, or fitness of the Project Plans. The assignment agreement shall provide that the City acknowledges and fully accepts its responsibility for the design and construction of the Project and will release the WC-CL RMA from responsibility therefore. Upon execution of the assignment agreement, the WC-CL RMA shall not be liable to the City for the accuracy, completeness, pertinence, or fitness of the Project Plans.

**IV.**  
**GENERAL AND MISCELLANEOUS**

- 1. Term and Termination.** Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until: (a) the date the Project Development Services and the Construction Services are fully performed, final completion has occurred, and all payments have been remitted; or (b) the Parties mutually agree to terminate this Agreement. The term of the Agreement may be extended by written agreement of the Parties.
- 2. Notices.** All notices, demands, or other requests, and other communications required or permitted under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such Party at the following addresses:

**WC-CL RMA:**

Webb County–City of Laredo Regional Mobility Authority  
7917 McPherson Road, Suite 203  
Laredo, Texas 78045  
Attn: WC-CL RMA Chair

**City of Laredo:**

City Hall - Downtown  
1110 Houston Street  
Laredo, Texas 78042  
Attn: City Manager

**Webb County Drainage District #1:**

1016 Monaco Blvd  
Laredo, TX 78045-6404  
Attn: Margie Arce - President

- 3. Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.
- 4. Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of any of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by the Parties.
- 5. Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claims on behalf of any third party. None of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 6. No Joint Enterprise.** This Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the parties.
- 7. Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by the Parties to this Agreement and authorized by their respective governing bodies.
- 8. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- 9. Venue.** The Parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Webb County, Texas.
- 10. Assignment.** Except as otherwise provided in this Agreement, a Party may not assign this Agreement without first obtaining the written consent of the other Parties.
- 11. Execution in Counterparts.** This Agreement may be simultaneously executed in several

counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when all of the Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**IN WITNESS WHEREOF**, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

**WEBB COUNTY-CITY OF LAREDO  
REGIONAL MOBILITY AUTHORITY**

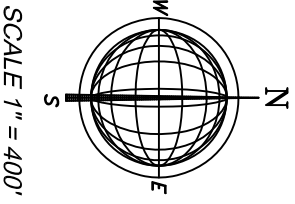
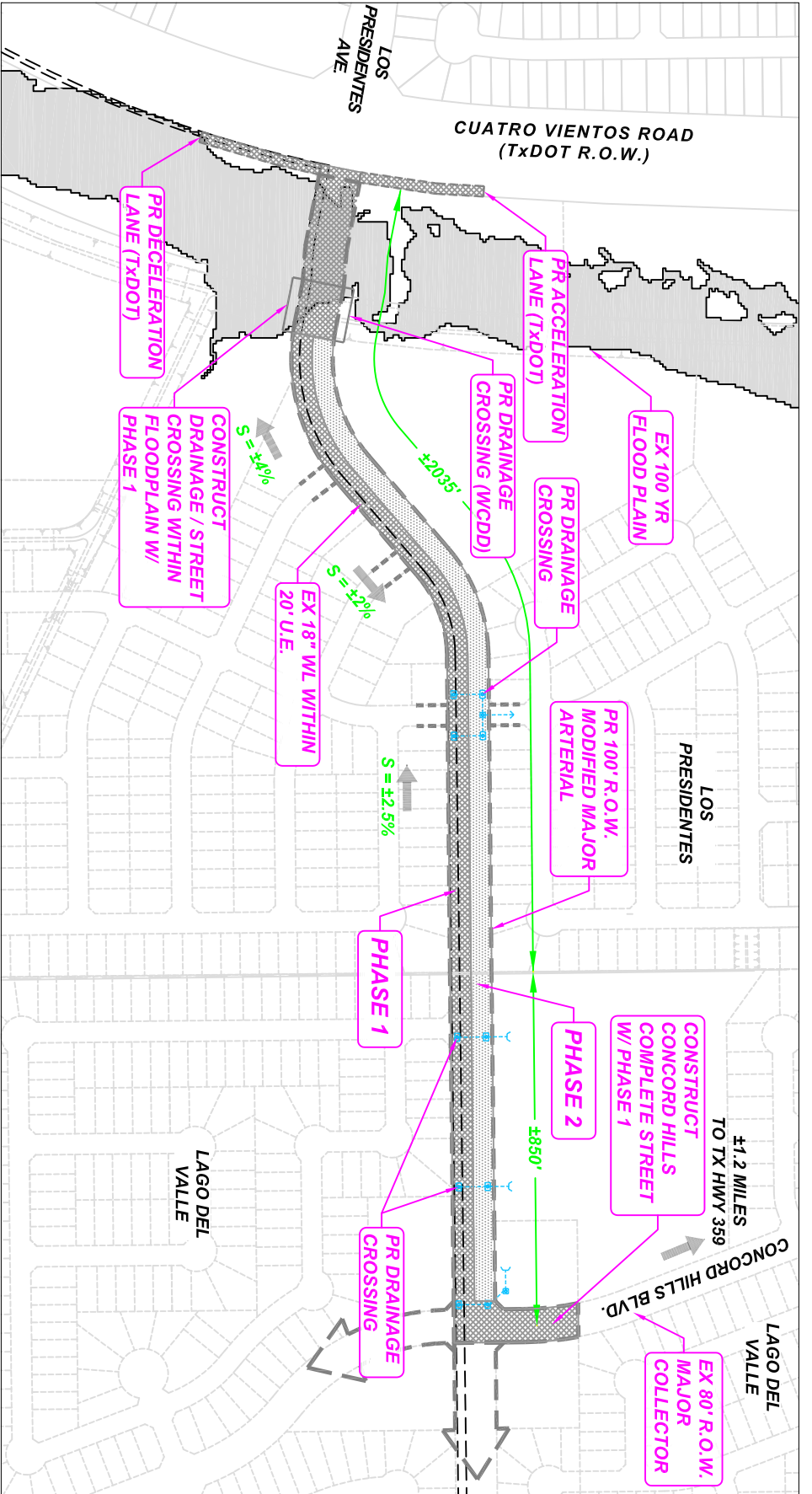
**CITY OF LAREDO**

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

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

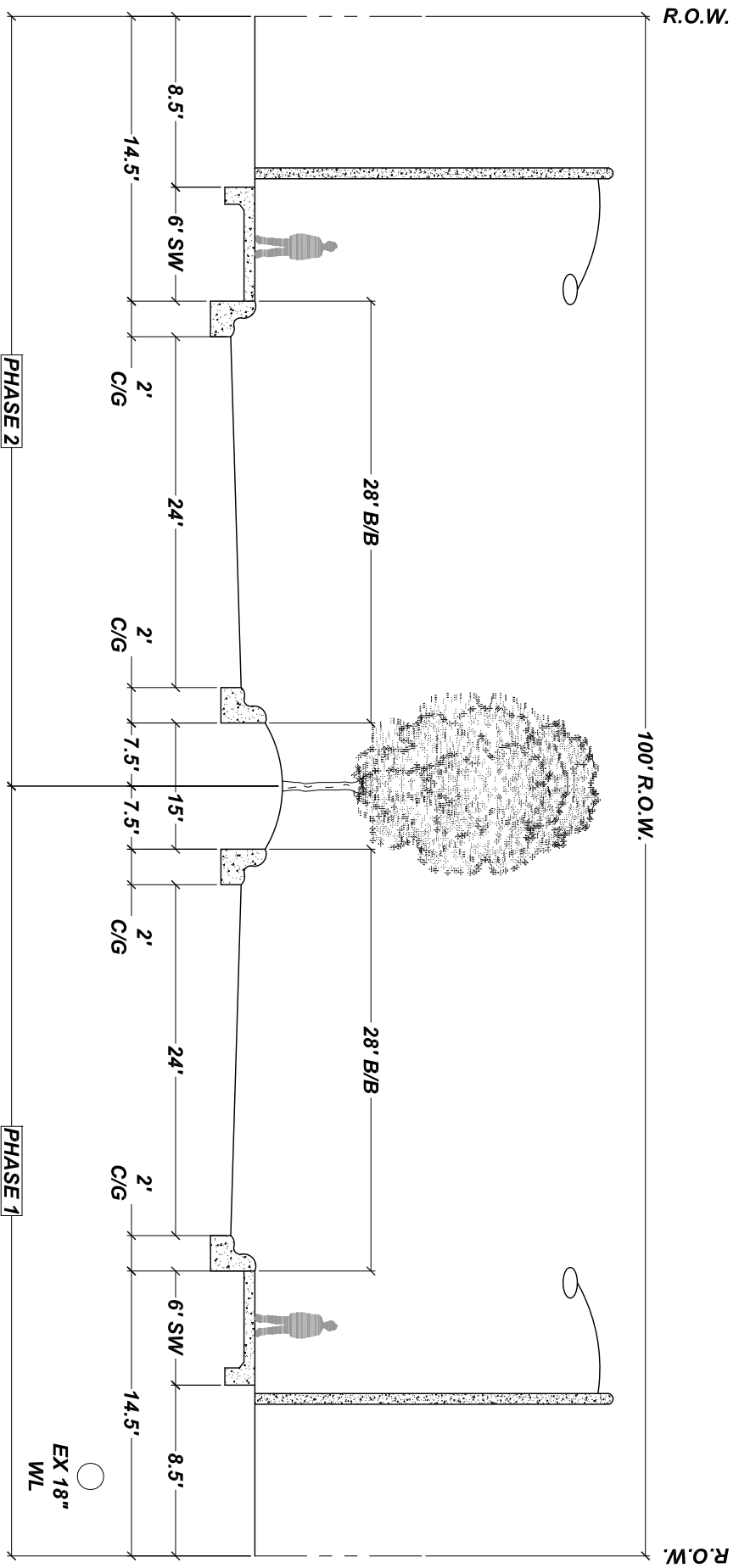
**WEBB COUNTY DRAINAGE  
DISTRICT NO. 1**

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



**PRELIMINARY FOR  
INTERIM REVIEW &  
COMMENT**

**EXHIBIT 3** Revised 11/22/17  
**TxDOT/City of Laredo/WCDD**  
 Conceptual Arterial Connection From  
 Concord Hills Blvd. to Cuatro Vientos Rd.  
**CRANE ENGINEERING CORP.**  
 1310 JUNCTION DRIVE SUITE B  
 LAREDO, TX 78041 956-712-1996  
 FIRM REGISTRATION NO. F-3353



STREET CROSS SECTION BASED ON  
CITY OF LAREDO TRANSPORTATION PLAN

*EXHIBIT 4*  
*City of Laredo*  
*100' R.O.W.*  
*Modified Major Arterial*

*Typical Street Cross Section*



**CRANE ENGINEERING CORP.**  
1310 JUNCTION DRIVE  
LAREDO, TX 78041  
FIRM REGISTRATION NO. F-3353

SUITE B  
956-712-1996

Revised 11/22/17



## Public Hearings (also Intro Ord) 6.

### City Council-Regular

**Meeting Date:** 07/01/2019

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

**Staff Source:** J. K. Snideman

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### SUBJECT

**Public Hearing and Introductory Ordinance** authorizing the Co-Interim City Managers to execute an Interlocal Agreement between the City of Laredo (City), and the Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA), for the development of turn lanes, as further identified in attached exhibit, to be located at the intersection of Killam Industrial Boulevard and Farm to Market Road 1472 (Mines Road). Also authorizing the Co-Interim City Managers to amend the FY2018-2019 Capital Grants Fund Budget by appropriating the estimated total project cost of \$2,700,000.00, which will include design, permitting, construction, construction oversight, and environmental clearance. Killam Development, Ltd. (“Killam”) has committed to donating the required right-of-way (“ROW”) to the project. Contributions towards the total estimated \$2,700,000.00 project cost are as follows: \$1,600,000.00 by the City, and \$1,100,000.00 by the WC-CL RMA.

### PREVIOUS COUNCIL ACTION

On August 13, 2018, the City Council of the City approved a motion to allocate \$1,600,000.00 toward the project.

### BACKGROUND

The City of Laredo, and the Webb County-City of Laredo Regional Mobility Authority have mutually agreed that the construction of turn lanes to be located at the intersection of Mines Road and Killam Industrial Boulevard will benefit the residents of the City of Laredo and Webb County by enhancing mobility and decreasing congestion. The total project cost of \$2,700,00 shall include the design, permitting, construction, construction oversight, Federal Emergency Management Agency (“FEMA”) coordination, and environmental clearance for the project. Killam Development, Ltd. (“Killam”) has committed to donating the required right-of-way (“ROW”) to the Project.

Project is intended to: (see attached rendering)

- Add a north bound turn lane
- Restripe for north bound turn lane
- Add west bound turn lane
- Add north bound acceleration/merge lane
- Restripe for west bound dual left, and west bound thru lane

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

N/A

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**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** N  
**Source of Funds:** Interlocal Agreement  
**Account #:**  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

KILLAM/MINES ROAD TURN LANES  
PROJECT - TP1905

ACCOUNT #	Annual Appropriation	AMENDMENT	Amended Annual Appropriation
REVENUE:			
WC-CL RMA 458-2663-372-1000	0	1,100,000	1,100,000
TRANSFER IN 458-2663-393-0472 - 2018 CO	0	1,600,000	1,600,000
EXPENSE:			
KILLAM TURN 458-2663-525-9301 LANES	0	2,700,000	2,700,000

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**Attachments**

ORDINANCE  
Interlocal Agreement  
Drawing

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**ORDINANCE NO. 2019-O-**

**Authorizing the Co-Interim City Managers to execute an Interlocal Agreement between the City of Laredo (City), and the Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA), for the development of turn lanes, as further identified in attached exhibit, to be located at the intersection of Killam Industrial Boulevard and Farm to Market Road 1472 (Mines Road). Also authorizing the Co-Interim City Managers to amend the FY2018-2019 Capital Grants Fund Budget by appropriating the estimated total project cost of \$2,700,000, which will include design, permitting, construction, construction oversight, and environmental clearance. Killam Development, Ltd. (“Killam”) has committed to donating the required right-of-way (“ROW”) to the project. Contributions towards the total estimated \$2,700,000 project cost are as follows: \$1,600,000 by the City, and \$1,100,000 by the WC-CL RMA.**

**WHEREAS**, the City of Laredo continues to experience unprecedented growth in population, trade, industry, tourism and economic development; and,

**WHEREAS**, traffic congestion is a persistent infrastructure challenge in Laredo which affects the safety and quality of life of its residents; and,

**WHEREAS**, the City is a home rule city and municipal corporation; and,

**WHEREAS**, the WC-CL RMA is a regional mobility authority created pursuant to the request of Webb County and the City of Laredo and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§ 26.1, *et seq.* (the “RMA Rules”), and is a body politic and corporate and political subdivision of the State of Texas; and,

**WHEREAS**, the Parties are pursuing development of turn lanes at the intersection of Killam Industrial Boulevard and Farm-to-Market Road 1472 (Mines Road) (the “Project”) in order to benefit the residents of the City of Laredo and Webb County by increasing mobility; and,

**WHEREAS**, HNTB, as general engineering consultant to the WC-CL RMA, estimates that the total project cost for design, permitting, construction, construction oversight, and environmental clearance of the Project is approximately \$2,700,000.00; and,

**WHEREAS**, the Parties desire to contribute the funds needed to finance the project and to define the responsibilities and obligations related to the development and construction of the Project.

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

**Section 1:** Authorizes the Co-Interim City Managers to execute an Interlocal Agreement between the City of Laredo (City), and the Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA), for the development of turn lanes, to be located at the intersection of Killam Industrial Boulevard and Farm to Market Road 1472 (Mines Road).

**Section 2:** The Co-Interim City Managers are also authorized to amend the FY2018-2019 Capital Grants Fund Budget by appropriating the estimated total project cost of \$2,700,000, which will include design, permitting, construction, construction oversight, and environmental clearance.

**Section 2:** The following line items shall be increased accordingly:

KILLAM/MINES ROAD TURN LANES				
PROJECT - TP1905				
	ACCOUNT #	Annual Appropriation	AMENDMENT	Amended Annual Appropriation
REVENUE:				
WC-CL RMA	458-2663-372-1000	0	1,100,000	1,100,000
TRANSFER IN - 2018 CO	458-2663-393-0472	0	1,600,000	1,600,000
EXPENSE:				
KILLAM TURN LANES	458-2663-525-9301	0	0	0
			TOTAL	2,700,000

**Section 3:** This ordinance shall be published in the manner provided by Section 2.90 (D) of the Charter of the City of Laredo.

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
KRISTINA K. LAUREL HALE  
CITY ATTORNEY

**INTERLOCAL AGREEMENT**  
**Killam Turn Lanes Project (FM 1472 and Killam Industrial Blvd.)**

**THIS INTERLOCAL AGREEMENT** (the “Agreement”) is made and entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2019, by and between the Webb County–City Of Laredo Regional Mobility Authority (the “WC-CL RMA”) and the City of Laredo (the “City”) (collectively, the “Parties” and each individually a “Party”).

**WITNESSETH:**

**WHEREAS**, the WC-CL RMA is a regional mobility authority created pursuant to the request of Webb County and the City of Laredo and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§ 26.1, *et seq.* (the “RMA Rules”), and is a body politic and corporate and political subdivision of the State of Texas; and

**WHEREAS**, the City is a home rule city and municipal corporation; and

**WHEREAS**, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

**WHEREAS**, Section 370.033 of the Transportation Code provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

**WHEREAS**, the Parties are pursuing development of turn lanes at the intersection of Killam Industrial Boulevard and Farm-to-Market Road 1472 (Mines Road) (the “Project”); and

**WHEREAS**, HNTB Corporation, as general engineering consultant to the WC-CL RMA, estimates that the total project cost for design, permitting, construction, construction oversight, and environmental clearance of the Project is approximately \$2,700,000.00 (the “Development Costs”); and

**WHEREAS**, Killam Development, Ltd. (“Killam”) has committed to donating required right-of-way (“ROW”) to the Project; and

**WHEREAS**, the Parties desire to contribute the funds needed to finance the Development Costs and to define the responsibilities and obligations related to the development and construction of the Project; and

**WHEREAS**, on August 13, 2018, the City Council of the City approved a motion to allocate \$1,400,000.00 toward the Development Costs; and

**WHEREAS**, on \_\_\_\_\_, 2019, the City Council of the City approved a motion to allocate an additional \$200,000.00 toward the Development Costs; and

WHEREAS, on \_\_\_\_\_, 2019, in Resolution No. \_\_\_\_, the WC-CL RMA approved a resolution committing \$1,100,000.00 toward the Development Costs; and

WHEREAS, the Parties agree that the development of the Project will benefit the residents of the City of Laredo and Webb County by increasing mobility in the South Texas region.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

**I.  
FINDINGS**

**Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved by each party.

**II.  
ACTIONS**

**1. Funding Commitment.** The Parties shall each provide funding for the Project in the total amount of \$2,700,000.00 (the “Funding Commitment”).

<b>Funding Commitment</b>	
<b>Agency</b>	<b>Commitment</b>
City of Laredo	\$ 1,600,000.00
Webb County City of Laredo Regional Mobility Authority	\$ 1,100,000.00
<b>Total</b>	<b>\$ 2,700,000.00</b>

**Table 1 – Funding Commitment**

The allocation of the Funding Commitment between the Parties shall include the following not-to-exceed amounts by each Party: (1) \$1,600,000.00 by the City; and (2) \$1,100,000.00 by the WC-CL RMA. The Funding Commitment is not a joint and several obligation of the Parties; each Party is only obligated for the not-to-exceed amount set forth herein. The Funding Commitments will be used by the WC-CL RMA and the City to pay the Development Costs of the Project, including project development, construction, and other associated costs as set forth in Sections 2 and 3. Each Party acknowledges the WC-CL RMA and the City will make contractual obligations related to the development and construction of the Project in reliance on the Funding Commitment and obligations set forth herein.

**2. WC-CL RMA Obligations.** The WC-CL RMA shall provide services related to development of the Project, including utility coordination, design, survey, permitting, environmental clearance, investigation, core borings, subsurface exploration, evaluation, planning and engineering services, geotechnical engineering, and construction phase services

(the “Project Development Services”). The Project Development Services shall not include responsibility for the superintendence of construction, site conditions, operations, equipment, personnel, or the maintenance of safety in the work place.

Each of the Project Development Services shall be procured by the WC-CL RMA under existing or new consultant contracts and shall be paid for directly by the WC-CL RMA to consultants under each contract. The WC-CL RMA and its consultants shall develop the plans, specifications, construction cost estimates, scheduling, and bid package preparation related to the Project conforming to Standards and Specifications provided by the City (the “Project Plans”). The WC-CL RMA shall provide the Project Plans for review and approval at various intervals of development (upon 30, 50, and 90 percent completion) to the City in pdf format. Once complete, the WC-CL RMA shall provide the Project Plans which shall be a complete set of plans and specifications, signed and sealed by a licensed engineer in the State of Texas for construction in pdf format to the City and the City’s contractors for letting, construction and implementation of the Project pursuant to Article III. Upon completion of the Project, the WC-CL RMA and its consultants shall prepare drawings and certified engineering reports requested by the City. The drawings will be designated as “Plan of Record” drawings and will be developed based on redlines to the contract drawings developed by the contractor. The redlines will reflect changes due to field conditions during construction. The WC-CL RMA shall not commence the Project Development Services until the City has secured all necessary ROW for the Project.

All funds that WC-CL RMA spends on Project Development Services shall be deducted from the WC-CL RMA’s total commitment under the Funding Commitment. In no event shall the amount the WC-CL RMA spends on Project Development Services exceed twenty (20) percent of the total Funding Commitment without the written approval of the Parties, in the same manner as required in Section 6(b). After all Project Development Services have been performed, or when the actual cost of the Project Development Services is conclusively established, the WC-CL RMA shall set aside the remainder of the WC-CL RMA’s portion of its Funding Commitment less the actual cost of the Project Development Services (the “WC-CL RMA Balance”) in order for the City to finance other costs related to the Project pursuant to Sections 3 and 4. When the WC-CL RMA Balance is established, the WC-CL RMA shall provide notice to the City. The WC-CL RMA shall not be obligated to pay additional funds to the City other than the WC-CL RMA Balance unless mutually agreed by the Parties in writing. The WC-CL RMA shall pay the City for certain costs up to the WC-CL RMA Balance pursuant to Section 4.

**3. City Obligations.** Construction services for the Project include but are not limited to letting, construction, construction oversight, and inspection services (the “Construction Services”). Prior to the performance of the Construction Services, the City shall secure all ROW necessary for the Project. It is understood that the ROW is to be donated by the property owner via ROW Dedication Plat through the City. The City shall provide or procure the Construction Services. Immediately after tabulating all of the bids received for Construction Services, the City will notify the WC-CL RMA in writing of the name of the contractor selected by the City for the Project (the “Contractor”) and the bid amount for the Construction Services (the “Original Bid”). The Original Bid shall not exceed a mutually agreed on price set by the Parties that considers the total Development Costs and the total Funding Commitment for the Project. The Construction Services shall be paid for directly by the City to the Contractor. The City shall



provide invoices to the WC-CL RMA pursuant to Section 4. After the Project is accepted, the City, pursuant to its contract for Construction Services with the Contractor, will obtain a one (1) year warranty period. The City shall own, operate, and maintain the Project. The City shall use best efforts to accept the project within 30 days of receiving the final closing documentation.

**4. Delivery of Funding Commitment.** The WC-CL RMA shall provide reimbursement for certain costs incurred by the City in providing the Construction Services. The City shall prepare itemized invoices to the WC-CL RMA in order to receive payment. The itemized invoices shall be prepared so that the cost of Construction Services shall be apportioned between the City and the WC-CL RMA. To apportion these costs, the City shall determine the ratio of the WC-CL RMA Balance, defined in Section 2, to the City's Funding Commitment (the "Construction Cost Apportionment"). The cost of Construction Services shall be divided and paid according to the Construction Cost Apportionment. As costs are incurred by the City and owed to the Contractor, the City shall invoice the WC-CL RMA using the Construction Cost Apportionment. The WC-CL RMA shall pay each invoice within ten (10) business days.

**5. Surplus Funds.** In the event any portion of the Funding Commitment is not required to administer all costs related to the performance of the Project Development Services and the Construction Services, the Parties may retain any remaining amount.

**6. Change Orders.** The Development Costs include a twenty (20) percent contingency (the "Contingency"). If the cost of performing the Construction Services exceeds the Original Bid, the following provisions shall apply:

- a. Contractor-Initiated Change Orders. Use of the Contingency.** In the event the City receives a proposed change order from the Contractor indicating that additional funds exceeding the Original Bid will be needed for Construction Services, the City will notify the WC-CL RMA in writing of the proposed change order. Unless the WC-CL RMA objects within ten (10) business days of receipt of the written notification of the proposed change order, the City will proceed with Construction Services and invoice the WC-CL RMA for payment using the Contingency; provided, in no event may the total Project costs exceed the Funding Commitment or provide for the WC-CL RMA to pay more than its portion of the Funding Commitment under this Agreement.
- b. Party-Initiated Change Orders.** If change orders are requested by the WC-CL RMA or the City under this Agreement, the requesting Party will submit the request to the other Party, including all necessary documentation to prepare the change order. The non-requesting Party must provide approval. Notwithstanding the time period to reject a proposed change order under subsection (a), the Parties agree to use good faith efforts to respond to change orders within ten (10) business days after receipt of a request, or such additional period of time as may be reasonably necessary under the circumstances based on the complexity of the change order. The Parties are under no obligation to approve any change orders, and in no event shall either Party be responsible for costs or expenses under Change Orders that are not approved by the non-requesting Party.

- c. **Costs Exceeding Funding Commitment.** If a change order results in the total Project costs exceeding the Funding Commitment, the additional amounts will be paid pro rata by each Party. The WC-CL RMA shall pay the City the additional amounts in the approved change order using the same process described in Section 4 after the approval of the Party's governing body, unless further time is required for official action to appropriate funds. In the event official action is needed, the Parties agree to present the request at the next regular or special governing board meeting.

### **III. PROJECT PLANS**

**Assignment of Project Plans.** The WC-CL RMA shall provide the Project Plans to the City and the City's contractors for letting, construction and implementation of the Project. Upon completion of the Project Plans, an assignment agreement will be entered into under which the WC-CL RMA shall assign, in writing, to the City all of the WC-CL RMA's right, title and interest in any of the Project Plans. The City shall assist WC-CL RMA in obtaining any consents required to assign the foregoing items to the City so that, to the extent that the WC-CL RMA assigns its rights and interests to the City, the City shall have, to the greatest extent possible, the same rights under and interests in the assigned Project Plans as the WC-CL RMA held prior to that assignment. The WC-CL RMA will not determine whether any or all of the Project Plans are accurate, complete or pertinent, or of any value. The WC-CL RMA makes no representation, warranty or guarantee as to the accuracy, completeness, pertinence, or fitness of the Project Plans. The assignment agreement shall provide that the City acknowledges and fully accepts its responsibility for the design and construction of the Project and will release the WC-CL RMA from responsibility therefor. Upon the execution of the assignment agreement, the WC-CL RMA shall not be liable to the City for the accuracy, completeness, pertinence, or fitness of the Project Plans.

### **IV. GENERAL AND MISCELLANEOUS**

- 1. **Term and Termination.** Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until: (a) the date the Project Development Services and the Construction Services are fully performed, final completion has occurred, and all payments have been remitted; or (b) the Parties mutually agree to terminate this Agreement. The term of the Agreement may be extended by written agreement of the Parties.
- 2. **Notices.** All notices demands, or other requests, and other communications required or permitted under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such Party at the following addresses:

**WC-CL RMA:**

Webb County–City of Laredo Regional Mobility Authority  
7917 McPherson Road, Suite 203

Laredo, Texas 78045  
Attn: WC-CL RMA Chair

**City of Laredo:**

City Hall - Downtown  
1110 Houston Street  
Laredo, Texas 78042  
Attn: City Manager

- 3. Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.
- 4. Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of any of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by the Parties.
- 5. Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claims on behalf of any third party. None of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 6. No Joint Enterprise.** This Agreement is not intended to, and shall not be construed to create any joint enterprise between or among the parties.
- 7. Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by the Parties to this Agreement and authorized by their respective governing bodies.
- 8. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- 9. Venue.** The Parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Webb County, Texas.

**10. Assignment.** Except as otherwise provided in this Agreement, a Party may not assign this Agreement without first obtaining the written consent of the other Parties.

**11. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when all of the Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

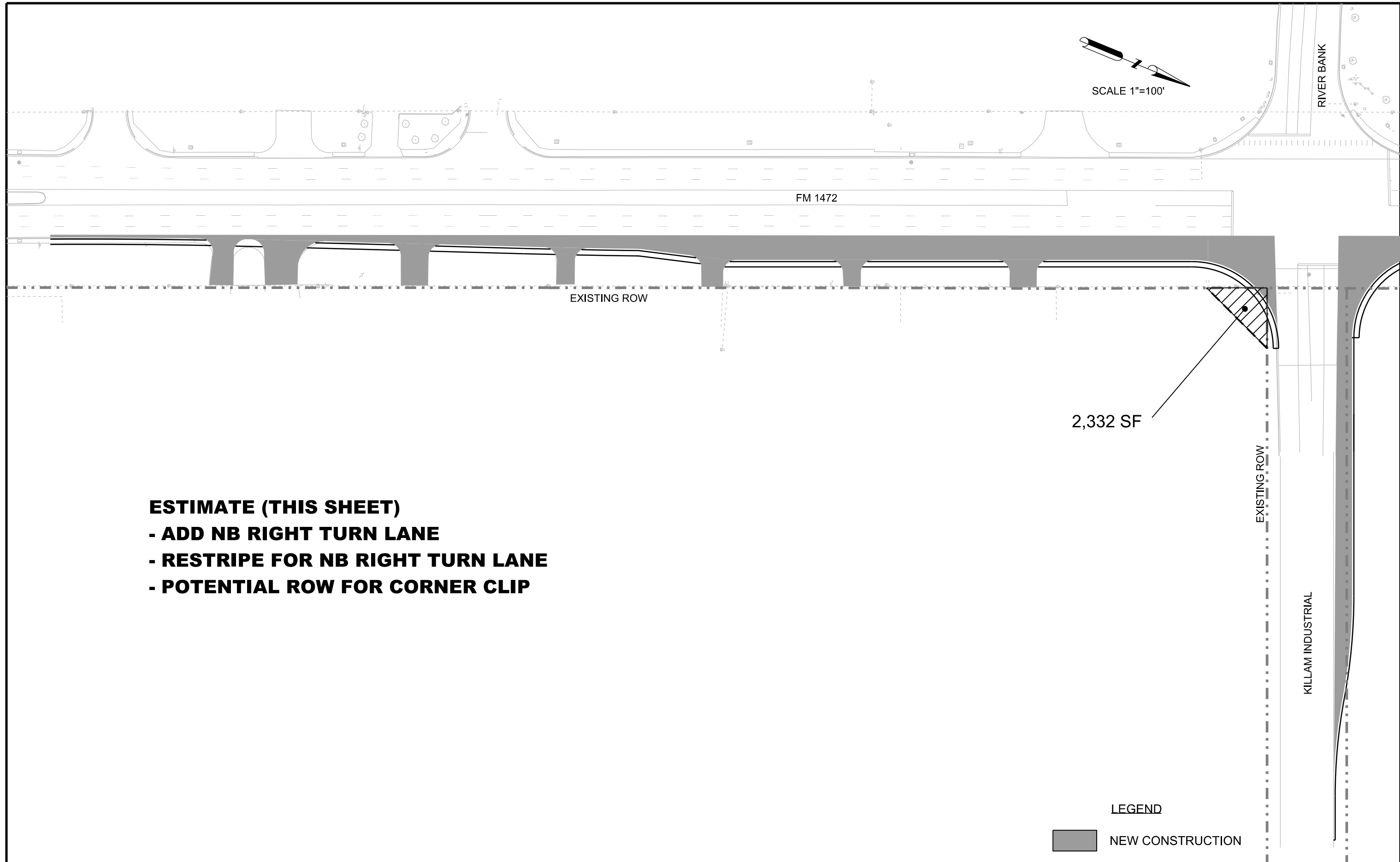
**IN WITNESS WHEREOF**, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

**WEBB COUNTY-CITY OF LAREDO  
REGIONAL MOBILITY AUTHORITY**

**CITY OF LAREDO**

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

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



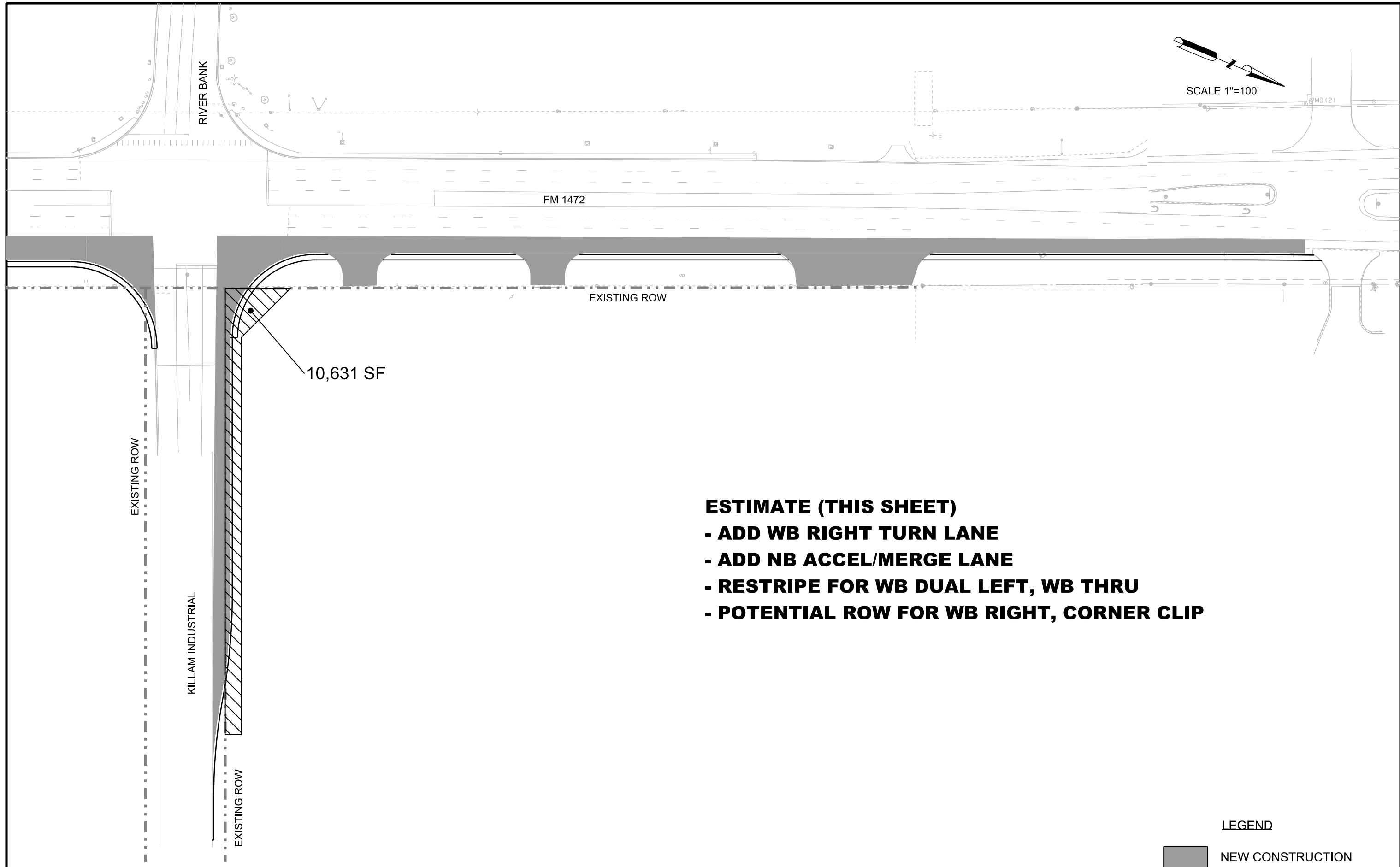
**ESTIMATE (THIS SHEET)**

- ADD NB RIGHT TURN LANE
- RESTRIPE FOR NB RIGHT TURN LANE
- POTENTIAL ROW FOR CORNER CLIP

LEGEND

NEW CONSTRUCTION





- ESTIMATE (THIS SHEET)**
- ADD WB RIGHT TURN LANE
  - ADD NB ACCEL/MERGE LANE
  - RESTRIPE FOR WB DUAL LEFT, WB THRU
  - POTENTIAL ROW FOR WB RIGHT, CORNER CLIP

LEGEND

 NEW CONSTRUCTION

**Public Hearings (also Intro Ord) 7.**

**City Council-Regular**

**Meeting Date:** 07/01/2019

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

**Staff Source:** Claudio Treviño Jr., Chief of Police

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**SUBJECT**

**Public Hearing and Introductory Ordinance** amending the City of Laredo Fiscal Year 2019 Financial Task Force and Police Trust Fund budgets by transferring revenues, expenditures and fund balance of \$3,644,140.00 to the Police Trust Fund. These amendments are transferred to the Financial Task Force equitable sharing funds to the Police Trust Fund due to the new equitable sharing guidelines that became effective this fiscal year.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

As per the U.S. Department of Justice and the U.S. Department of the Treasury new equitable sharing guidelines that became effective this fiscal year for equitable sharing requests filed under a task force's NCIC code will be rejected.

Equitable sharing for task forces may be paid either to a fiduciary agency or to individual member agencies. Compliant state, local, and tribal law enforcement agencies participating in task forces may request and receive equitable sharing payments under their individual NCIC codes. These payments will be paid directly either to the fiduciary agency or to individual member agencies based on participation.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

That this public hearing and introductory ordinance be approved.

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**Fiscal Impact**

<b>Fiscal Year:</b>	2019
<b>Budgeted Y/N?:</b>	N
<b>Source of Funds:</b>	223/665
<b>Account #:</b>	Various

Change Order: Exceeds 25% Y/N:

N/A

**FINANCIAL IMPACT:**

<b>From Fund 223-Financial Task Force (Equitable Sharing Balance)</b>			
	<b>Original Budget</b>	<b>Amendment</b>	<b>Amended Budget</b>
Revenues	\$3,028,610.00	(606,332.00)	\$2,422,278
Expenditures	\$3,421,646.00	(999,368.00)	\$2,422,278
Fund Balance Drawdown	\$2,038,440.00	(2,038,440.00)	\$-0-
<b>To Fund 665- Laredo Police Trust Fund</b>			
	<b>Original Budget</b>	<b>Amendment</b>	<b>Amended Budget</b>
Revenues	\$368,000.00	\$2,644,772.00	\$3,012,772.00
Expenditures	\$1,036,477.00	\$999,368.00	\$2,035,845.00

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**Attachments**

Ordinance

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**PUBLIC HEARING AND INTRODUCTORY ORDINANCE**

Public Hearing and Introductory Ordinance amending the City of Laredo Fiscal Year 2019 Financial Task Force Fund and Police Trust Fund budgets by transferring revenues, expenditures and fund balance of \$3,644,140 to the Police Trust Fund. These amendments will transfer the Financial Task Force Fund equitable sharing funds to Police Trust Fund due to the new equitable sharing guidelines.

WHEREAS, the City Council previously adopted the budget for fiscal year 2019; and

WHEREAS, it is being requested to amend the FY2019 Financial Task Force Fund budget by transferring revenues, expenditures and fund balance by \$3,644,140 and amending FY 2019 Police Trust Fund by appropriating revenues and expenditures of \$3,644,140;

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

Section 1: Public Hearing and Introductory Ordinance amending the City of Laredo Fiscal Year 2019 Financial Task Force budget by decreasing revenues expenditures and fund balance by \$3,644,140 and amending the FY2019 Police Trust Fund budget by appropriating revenues and expenditures in the amount of \$3,644,140. These amendments will transfer the Financial Task Force equitable sharing funds to the Police Trust Fund due to the new equitable sharing guidelines.

Section 2: This Ordinance 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

BY: \_\_\_\_\_  
KRISTINA L. HALE  
CITY ATTORNEY

## Introductory Ordinances 8.

### City Council-Regular

Meeting Date: 07/01/2019

Staff Source: Kristina L. Hale, City Attorney

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### **SUBJECT**

Accepting the donation from Riverhills Investment LLC, of a 18.785 acre tract of land, more or less, situated in Porcion 35, Abstract 546, Jose M. Diaz, Original Grantee and Survey 2149, Abstract 594, R.H. Raines, Original Grantee, within the City Limits of the Laredo and Webb County, Texas, out and part of the New Santa Fe, LTD. (71.986 Acre) Tract I, recorded in Volume 4394, Pages 566-572 of the Webb County deed records. This property has an appraised value of \$410,000.00 based on the Independent Appraisal Report by State Certified Appraiser Byron B. Hinton from JDH Valuation Group, Fredericksburg, Texas.

### **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:** 07/01/2019

**Staff Source:** Cristian Rosas-Grillet, Assistant City Attorney

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**SUBJECT**

An Ordinance of the City of Laredo, Texas, amending Chapter 2, Article II, Division 1, of the Code of Ordinances by repealing Section 2-29, "Reimbursements," and replacing with a new comprehensive Section 2-29, to be entitled "Compensation of Mayor and Council Members," to provide for all the compensation, allowable expenses, and any other benefits of the members of the City Council; providing for procedures for reimbursement of expenses; providing that business expenses associated with transportation/vehicle, home office, and cell phone will be reimbursed to members of the governing body under a non-accountable plan; providing that a member of the governing body may elect to be reimbursed under an accountable plan for the actual and necessary expenses associated with transportation/vehicle, home office, and cell phone with the corresponding expense substantiation on a form to be provided by the director of financial services; providing for a cumulative clause and repealer clause; providing a severability clause; and declaring an effective date.

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

N/A

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that City Council introduce this Ordinance.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

Funding is available in General Fund.

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**ORDINANCE NO. 2019-O-\_\_\_**

**AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 2, ARTICLE II, DIVISION 1, OF THE CODE OF ORDINANCES BY REPEALING SECTION 2-29, "REIMBURSEMENTS," AND REPLACING WITH A NEW COMPREHENSIVE SECTION 2-29 TO BE ENTITLED "COMPENSATION OF MAYOR AND COUNCIL MEMBERS," TO PROVIDE FOR ALL THE COMPENSATION, ALLOWABLE EXPENSES, AND ANY OTHER BENEFITS OF THE MEMBERS OF THE CITY COUNCIL; PROVIDING FOR PROCEDURES FOR REIMBURSEMENT OF EXPENSES; PROVIDING THAT BUSINESS EXPENSES ASSOCIATED WITH TRANSPORTATION/VEHICLE, HOME OFFICE, AND CELL PHONE WILL BE REIMBURSED TO MEMBERS OF THE GOVERNING BODY UNDER A NON-ACCOUNTABLE PLAN; PROVIDING THAT A MEMBER OF THE GOVERNING BODY MAY ELECT TO BE REIMBURSED UNDER AN ACCOUNTABLE PLAN FOR THE ACTUAL AND NECESSARY EXPENSES ASSOCIATED WITH TRANSPORTATION/VEHICLE, HOME OFFICE, AND CELL PHONE WITH THE CORRESPONDING EXPENSE SUBSTANTIATION ON A FORM TO BE PROVIDED BY THE DIRECTOR OF FINANCIAL SERVICES; PROVIDING FOR A CUMULATIVE AND REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to Article II, Section 2.02 of the City Charter, the City Council adopted ordinance 2016-O-137 increasing the salary of the Mayor and Council Members; and

**WHEREAS**, 26 C.F.R. § 1.62-2(c)(2) provides that reimbursements or other expense allowance arrangements satisfying the requirements of paragraphs (d), (e), and (f) are treated as paid under an accountable plan; and

**WHEREAS**, the City Council desires to adopt a comprehensive ordinance that delineates the compensation, expenses, and other benefits authorized for members of the City Council and the procedures for reimbursements of expenses; and

**WHEREAS**, the City Council finds it further necessary and desirable to adopt the amendments to the Code of Ordinances as set forth in this Ordinance.

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

**Section 1.** The City of Laredo Code of Ordinances, Chapter 2, Article II, Division 1, Section 2-29 is hereby repealed and replaced with the following provisions:

Sec. 2-29. – Compensation of Mayor and Council Members; Expenses

- (1) This section applies to the Mayor and Council Members, who hereinafter are referred to as the members of the governing body.
- (2) Pursuant to Ordinance No. 2016-O-137, the annual salary for the Mayor shall be \$75,000 per year, including allowances, as approved by City Council on April 4, 2016.
- (3) Pursuant to Ordinance No. 2016-O-137, the annual salary for the Council Members shall be \$50,000 per year, including allowances, as approved by City Council on April 4, 2016.
- (4) The members of the governing body shall be entitled to benefits on the same basis as all other city employees.
- (5) The members of the governing body shall be reimbursed for actual and necessary expenses which are submitted with expense verification in accordance with this section and/or prior policy and existing ordinances and city policy, including, but not limited to:
  - (a) Travel out-of-town in the course of city business.
  - (b) Lodging out-of-town in the course of city business.
  - (c) Meals out-of-town in the course of city business.
  - (d) Cost of stationery in the course of city business.
  - (e) Cost of postage in the course of city business.
  - (f) The actual value of annual leave taken from other employment in order to attend to city official business, at the applicable hourly rate.
- (6) Except as provided by Subsection (7), the members of the governing body shall be reimbursed under a non-accountable plan pursuant to 26 CFR § 1.62-2(c)(3) for the following expenses as well:
  - (a) Transportation/vehicle cost of one thousand two hundred dollars (\$1,200.00) per month for the Mayor and seven hundred and fifty dollars (\$750.00) per month for each Councilmember, which the City Council finds to be the actual minimum necessary amount for the performance of the duties of public office.
  - (b) Home office costs of seven hundred and fifty dollars (\$750.00) per month which the City Council finds to be the actual minimum cost for the performance of the duties of public office.
  - (c) Cell phone cost of one hundred and fifty dollars (\$150.00) per month, which the City Council finds to be the actual minimum cost for the performance of the duties of public office.

(7) The members of the governing body may elect to be reimbursed under an accountable plan in accordance with 26 CFR § 1.62-2(c)(2)(i) for the actual and necessary expenses associated with transportation/vehicle, home office, and cell phone on a form to be provided by the director of financial services with the corresponding expense substantiation. If a member of the governing body makes an election pursuant to this subsection, the member shall be reimbursed in the following manner:

- (a) Transportation/vehicle cost not to exceed seven hundred and fifty dollars (\$750.00) per month, provided that each member must certify the actual ownership or lease of a vehicle and its use and the resulting expense on a monthly basis.
  - (b) Home office costs determined on the basis of actual square footage, percentage of use, allowance for parking, utilities, taxes and insurance; but not to exceed seven hundred and fifty dollars (\$750.00) per month. The reasonable rental value is assumed to be eight (8) percent annually of the appraised value as established by the Webb County Appraisal District, or an independent M.I.A. appraisal. The city council finds that the use of office space at home for such purposes is accepted, normal, reasonable and necessary and provides for this method to cover the actual costs of such use. Each member must certify the actual ownership or lease of residence and its use and the resulting expense annually on a form for determination of the amount, and must certify the continuing use and applicability of the expense on the monthly submission for expense.
  - (c) Actual Cell phone costs for city business calls not to exceed one hundred and fifty dollars (\$150) per month if submitted from the actual cell phone billing records, provided that each member must certify actual use of a cell phone and applicability of the expense during each monthly period.
- (8) Any item not coming within the above enumerations, or those in prior policy and existing ordinances, are not deemed to be actual and necessary and are not reimbursable.
- (9) The director of financial services shall set up a reporting and record system whereby each member of the governing body provides documentation to the extent required by Subsections (5) and (7), or by other policy, code provision, or ordinance, supporting any and all reimbursement of actual and necessary expenses, and the members of the governing body shall comply fully with the requirements of such system. Failure to timely comply shall result in suspension of payment, and the director shall notify the City Manager and the Mayor of any such suspension of payment.
- (10) No final payment may be paid for expenses under an accountable plan until the supporting paperwork is provided as required by subsections (5) and (7), except for necessary travel advances in accordance with city ordinances and policies.

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

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

**ATTESTED:**

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

**APPROVED AS TO FORM:**

**KRISTINA K. LAUREL HALE**  
**CITY ATTORNEY**



**BY: \_\_\_\_\_**  
**CRISTIAN ROSAS-GRILLET**  
**ASSISTANT CITY ATTORNEY**

## Introductory Ordinances 10.

### City Council-Regular

Meeting Date: 07/01/2019

Staff Source: Cristian Rosas-Grillet, Assistant City Attorney

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### SUBJECT

An Ordinance amending Section 2-157 of the Laredo City Code to provide that committee members shall automatically forfeit their appointed position for failure to attend four (4) regularly scheduled meetings only in one calendar year; to provide that a committee member who forfeits an appointed position for failure to attend four (4) regularly scheduled meetings is not eligible for appointment to any committee until the expiration of the current term of the appointing member of the city council; providing that this ordinance shall be cumulative; providing a severability clause; and providing for an effective date.

### PREVIOUS COUNCIL ACTION

On April 2, 2018, the City Council adopted 2018-O-050, which established uniform policies for all boards, commissions and committees created by the City Council. On June 3, 2019, City Council approved a motion directing staff to draft an ordinance increasing the number of absences for committee members from three (3) meetings to four (4); providing that for purposes of the Automatic Forfeiture section, the definition of "meeting" excludes special meetings; and prohibiting committee members that have been removed for failure to attend four meetings from serving on any city committee until the expiration of the current term of the appointing member of the City Council.

### BACKGROUND

Section 2-157 of the Laredo City Code currently provides, committee members shall automatically forfeit their appointed position for failure to attend three meetings in one calendar year, irrespective of whether said absences are excused, unexcused, consecutive or non-consecutive. The proposed amendment excludes special meetings and increases the number of absences to four. The proposed amendment also prohibits committee members that have been removed under this provision from serving on any city board, commission, or committee until the expiration of the current term of the appointing member of the City Council.

### COMMITTEE RECOMMENDATION

N/A

### STAFF RECOMMENDATION

Staff recommends that the City Council introduce this Ordinance.

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### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

N/A

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### **Attachments**

2019-O-

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**ORDINANCE NO. 2019-O-\_\_\_**

**AN ORDINANCE AMENDING DIVISION 1 “GENERALLY,” OF CHAPTER 2 “ADMINISTRATION,” ARTICLE V “BOARDS, COMMISSIONS, COUNCILS, ETC.,” SECTION 2-157 OF THE LAREDO CITY CODE TO PROVIDE THAT COMMITTEE MEMBERS SHALL AUTOMATICALLY FORFEIT THEIR APPOINTED POSITION FOR FAILURE TO ATTEND FOUR MEETINGS IN ONE CALENDAR YEAR; PROVIDING THAT A COMMITTEE MEMBER WHO FORFEITS AN APPOINTED POSITION FOR FAILURE TO ATTEND FOUR MEETINGS IS NOT ELIGIBLE FOR APPOINTMENT TO ANY COMMITTEE UNTIL THE EXPIRATION OF THE CURRENT TERM OF THE APPOINTING MEMBER OF THE CITY COUNCIL; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has established various boards, commissions, and committees to assist in the performance of City business as well as to provide the City Council with input from the public on various issues; and

**WHEREAS**, the City Council has requested staff adopt certain policies applicable to all boards, commissions and committees not subject to any other provision of law; and

**WHEREAS**, the City Council desires to amend the automatic forfeiture provision applicable to all boards, commissions and committees to provide that Committee members shall automatically forfeit their appointed position for failure to attend four regularly scheduled meetings in one calendar year; and

**WHEREAS**, the City Council desires to prohibit Committee members who forfeit their positions for failure to attend four meetings from serving on any Committee for the remainder of the current term of the appointing member of the City Council; and

**WHEREAS**, City staff has made and included those changes for review by the City Council; and

**WHEREAS**, the City Council finds that adoption of this Ordinance is in the best interest of the public.

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

**Section 1.** Division 1 “Generally” of Chapter 2 “Administration,” Article V “Boards, Commissions, Councils, etc.,” Section 2-157 of the Laredo Code is hereby amended to read and provide as follows:

**Section 2-157. Automatic Forfeiture.**

- (a) Committee members shall automatically forfeit their appointed position for failure to attend [~~three~~] four regularly scheduled meetings in one calendar year, irrespective of whether said absences are excused, unexcused, consecutive or non-consecutive. The staff liaison shall immediately notify the appointing councilmember following the forfeiture to allow for the appointment of another individual to fill the removed member's unexpired term of office. Nothing herein prohibits the City Council from removing a committee member at any time for any reason, including inefficiency, neglect of duty, or misconduct in office prior to the end of the appointed member's term.
- (b) A committee member who forfeits an appointed position under this section is not eligible for appointment to any committee until the expiration of the current term of the appointing member of the Council.

**Section 2.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

**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 that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent or in with conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent.

**Section 4.** This Ordinance shall become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Laredo.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018.**

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

**ATTESTED:**

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

**APPROVED AS TO FORM:**

**KRISTINA K. LAUREL HALE**  
**CITY ATTORNEY**

**BY:** \_\_\_\_\_  
**CRISTIAN ROSAS-GRILLET**  
**ASSISTANT CITY ATTORNEY**

**City Council-Regular**

**Meeting Date:** 07/01/2019

**Staff Source:** Cristian Rosas-Grillet, Assistant City Attorney

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**SUBJECT**

An Ordinance of the City of Laredo, Texas, adopting the revised City of Laredo Priority Procedures Handbook for City Council and City boards, commissions, and committees; adopting rules governing the manner in which City Council meetings are conducted; providing for a cumulative clause; providing a severability clause; and declaring an effective date.

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

N/A

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that City Council introduce this Ordinance.

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**Attachments**

2019-O-

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**ORDINANCE NO. 2019-O-**

**AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, ADOPTING THE REVISED CITY OF LAREDO PRIORITY PROCEDURES HANDBOOK FOR CITY COUNCIL AND CITY BOARDS, COMMISSIONS, AND COMMITTEES; ADOPTING RULES GOVERNING THE MANNER IN WHICH CITY COUNCIL MEETINGS ARE CONDUCTED; PROVIDING FOR A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE**

**WHEREAS**, the City has previously established specific standards and procedures for public meetings and public workshops; and

**WHEREAS**, the City Council of the City of Laredo desires order in the conduct of its meetings to allow the effective discussion and transaction of the business of the City; and

**WHEREAS**, the City Council desires to ensure that members of the public who attend City Council can be heard in a fair, impartial and respectful manner; and

**WHEREAS**, the City Council wants to ensure that all discussions comply with the words and spirit of the Texas Open Meetings Act; and

**WHEREAS**, the City Council has established various boards, commissions, and committees to assist in the performance of city business as well as to provide the City Council with input from the public on various issues; and

**WHEREAS**, the City Council desires to obtain uniformity with its approach and has requested staff to adopt certain policies applicable to all boards, commissions and committees not subject to any other provisions of law; and

**WHEREAS**, the City Council desires that the rules and procedures for public meetings and workshops be amended, clarified, and restated as provided herein.

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

**Section 1:** City Council determines that the findings contained in the preamble of this Ordinance are true and correct, and hereby adopts these findings.

**Section 2:** The City Council of the City of Laredo hereby adopts the “City of Laredo Priority Procedures Handbook” contained in “Attachment A”, attached hereto and incorporated fully herein for all intents and purposes.

**Section 3:** 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 4:** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this 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 5:** This Ordinance shall take effect immediately upon passage.

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

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**PETE SAENZ  
MAYOR**

**ATTESTED:**

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

**APPROVED AS TO FORM:**

**KRISTINA K. LAUREL HALE  
CITY ATTORNEY**

**BY: \_\_\_\_\_  
CRISTIAN ROSAS-GRILLET  
ASSISTANT CITY ATTORNEY**

## Final Reading of Ordinances 12.

### City Council-Regular

**Meeting Date:** 07/01/2019

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

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

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### **SUBJECT**

**2019-O-099** Final Reading of an 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**

On June 17, 2019, City Council passed 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.

### **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.

Chapter 19, Motor Vehicle and Traffic, Article VIII, Stopping, Standing or Parking, of the Laredo Code of Ordinances Section 19-360, which designates parking fees, time limits allowed on meters, rate zones, and boundaries, is hereby amended to revise time limits, extend hours of operations, extend enforcement hours, and revise boundaries.

### **COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends approval of this ordinance.

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

No financial impact.

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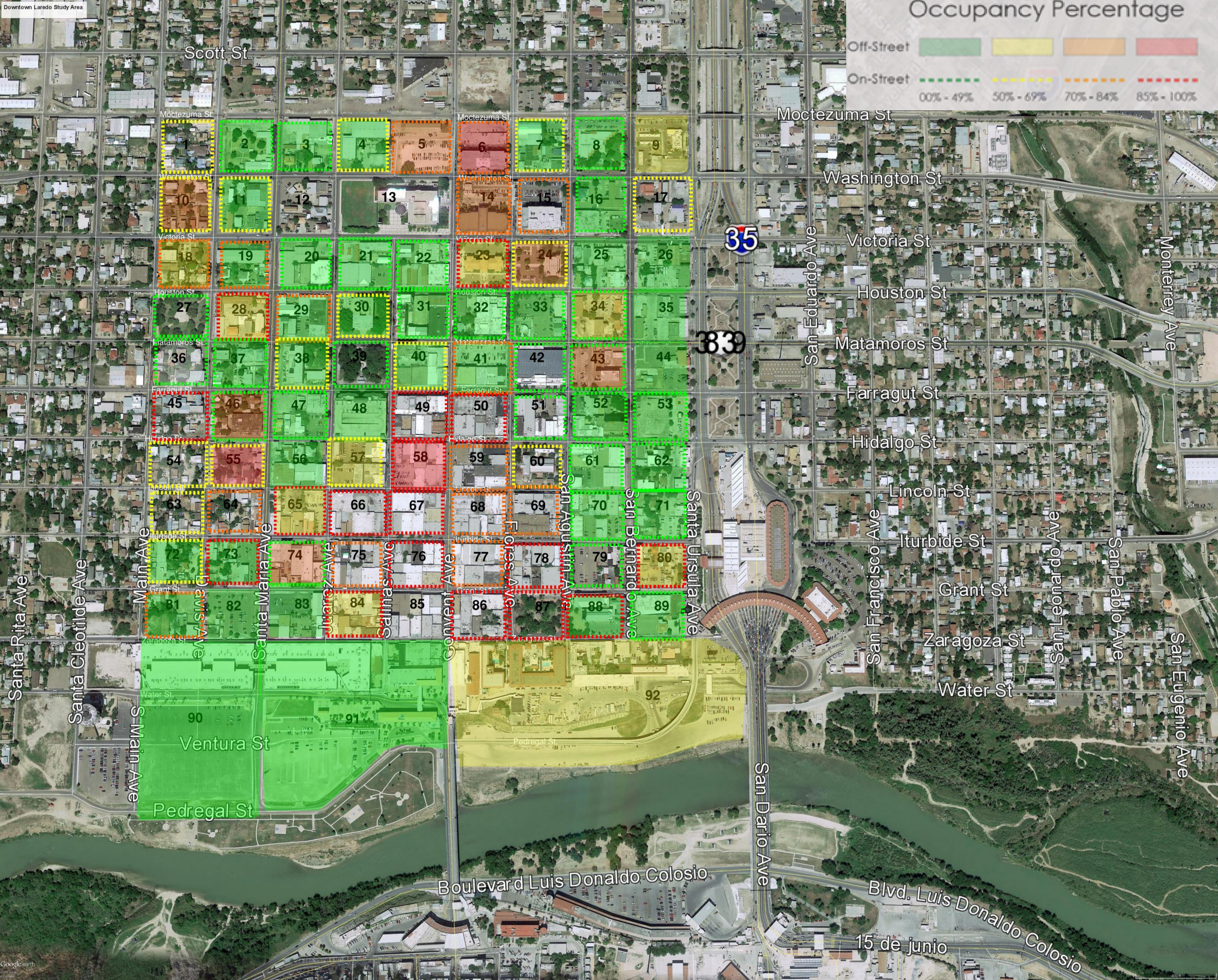
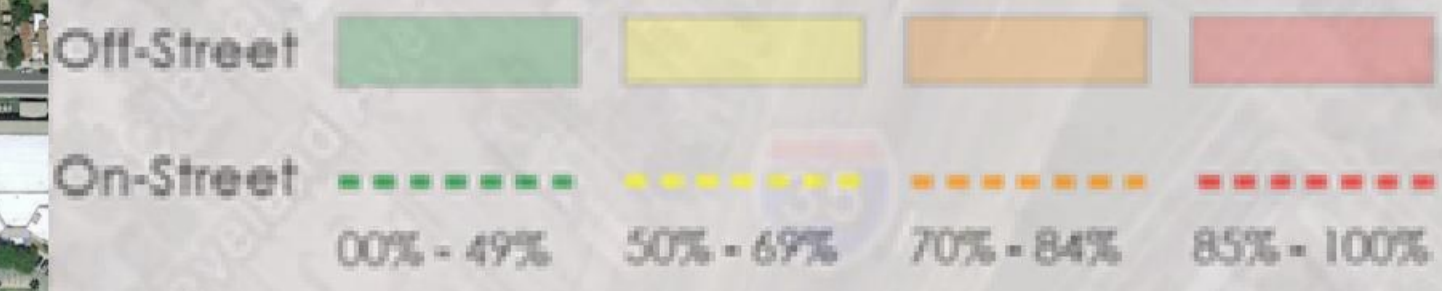
**Attachments**

Downtown Map

Ordinance 2019-O-099

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# Occupancy Percentage



**ORDINANCE NO. 2019-O-099**

**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**

## Final Reading of Ordinances 13.

### City Council-Regular

**Meeting Date:** 07/01/2019

**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

**2019-O-100** 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 program 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 6/17/19 Ordinance was introduced to City Council to establish rental rates and tenant policies for the elderly rental housing project located at 1803 & 1806 Juarez Avenue.

### 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 approved.

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**Fiscal Impact**

**Fiscal Year:**

2019

**Budgeted Y/N?:**

**Source of Funds:**

Rental Revenues

**Account #:**

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

**FINANCIAL IMPACT:**

Rental revenues to be accounted for in the Municipal Housing Fund.

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**Attachments**

FR 2019-O-100

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**ORDINANCE NO. 2019-O-100**

**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**

## Final Reading of Ordinances 14.

### City Council-Regular

**Meeting Date:** 07/01/2019

**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

**2019-O-101** 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 6/17/19 Ordinance was introduced to City Council to amend Ordinance #2015-O-131 and increase monthly rental fee amounts 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 approved.

**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Y  
**Source of Funds:** Rental Revenues  
**Account #:** 555-3930-361-1076  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Revenues to be accounted for in the Municipal Housing Fund - Downtown Elderly Duplexes Division, account number 555-3930-361-1076.

**Attachments**

FR 2019-O-101

**ORDINANCE NO. 2019-O-101**

**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:** 07/01/2019

**Staff Source:** Victor J. Linares, Acting Building Director

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**SUBJECT**

**2019-R-96** Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Garcia Realty & Investments L.L.C. for a proposed project located at 811 Iturbide St., lot 8; block 26; western division that consists of Commercial/ Rehabilitation, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$22,653.00, estimated annual tax abatement total of \$143.63 and permit fees to be waived. Project is situated in District VIII. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

**PREVIOUS COUNCIL ACTION**

Designing and Creating a Neighborhood Empowerment Zone One within the City of Laredo, and making the necessary findings of public benefit and public purpose to support the creation of the zone in districts III and VIII for the downtown and heights area in the City of Laredo for the purpose of development.

**BACKGROUND**

The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area. GARCIA REALTY & INVESTMENTS L.L.C. has proposed a new project located at 811 ITURBIDE ST.. The project will REHABILITATION a REHABILITATION on the property. The estimated capital investment of the project is \$22,653.00. The project is located within the NEZ District 1 and meets the zoning requirements as established by the NEZ criteria. The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that City Council approve this resolution.

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**Attachments**

2019-R-96

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**COUNCIL COMMUNICATION**

<p><b>DATE:</b>  7/15/2019</p>	<p><b>SUBJECT: RESOLUTION NO. 2019-R-96</b></p> <p><b>AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND GARCIA REALTY &amp; INVESTMENTS L.L.C. FOR A PROPOSED PROJECT LOCATED AT 811 ITURBIDE ST., LOT 8; BLOCK 26; WESTERN DIVISION THAT CONSISTS OF REHABILITATION, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ). THIS AGREEMENT WILL BE FOR A FIVE (5) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF \$22,653.00, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF \$143.63 AND ESTIMATED TOTAL FEE WAIVERS OF \$534.50. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.</b></p>	
<p><b>INITIATED BY:</b> Robert A. Eads Interim Co-City Manager</p>		<p><b>STAFF SOURCE:</b> Victor J. Linares, P.E. Acting Director Building Development Services Department</p>
<p><b>PREVIOUS COUNCIL ACTION:</b></p> <p>Designing and Creating a Neighborhood Empowerment Zone One within the City of Laredo, and making the necessary findings of public benefit and public purpose to support the creation of the zone in districts III and VIII for the downtown and heights area in the City of Laredo for the purpose of development.</p>		
<p><b>BACKGROUND:</b></p> <p>The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.</p> <p>GARCIA REALTY &amp; INVESTMENTS L.L.C. has proposed a new project located at 811 ITURBIDE ST.. The project will REHABILITATION a REHABILITATION on the property. The estimated capital investment of the project is \$22,653.00. The project is located within the NEZ District 1 and meets the zoning requirements as established by the NEZ criteria.</p> <p>The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees.</p>		
<p><b>FINANCIAL IMPACT:</b></p> <p>Based on the above representations the estimated fee waivers by the City of Laredo will approximately total: \$534.50 and estimated FIVE (5) year total tax abatement is anticipated to be \$ 718.15</p>		
<p><b>COMMITTEE RECOMMENDATION:</b>  N/A</p>		<p><b>STAFF RECOMMENDATION:</b></p> <p>Staff <u>recommends</u> that City Council approve this resolution.</p>

**RESOLUTION NO. 2019-R-96**

**AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND GARCIA REALTY & INVESTMENTS L.L.C. FOR A PROPOSED PROJECT LOCATED AT 811 ITURBIDE ST., LOT 8; BLOCK 26; WESTERN DIVISION THAT CONSISTS OF REHABILITATION, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ). THIS AGREEMENT WILL BE FOR A FIVE (5) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF \$22,653.00, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF \$143.63 AND ESTIMATED TOTAL FEE WAIVERS OF \$534.50. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.**

**WHEREAS**, the City of Laredo has previously approved Resolution No. 2013-R-023, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

**WHEREAS**, GARCIA REALTY & INVESTMENTS L.L.C. is proposing a project located at 811 ITURBIDE ST., LOT 8; BLOCK 26, WESTERN DIVISION, located within the NEZ District 1, that meets the required criteria;

**WHEREAS**, the project is eligible for fee waivers and tax abatement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laredo that:

The project located at 811 ITURBIDE ST. is hereby approved for fee waivers which will approximately total \$534.50 and tax abatement which will approximately total \$143.63 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

PETE SAENZ, JR

MAYOR

ATTEST:

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JOSE A. VALDEZ, JR  
CITY SECRETARY

APPROVED AS TO FORM:

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BY: KRISTINA LAUREL HALE  
CITY ATTORNEY

**TAX ABATEMENT AND INCENTIVE AGREEMENT  
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE**

This Agreement is made and entered into by and between GARCIA REALTY & INVESTMENTS L.L.C., duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the “City”), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto.

**RECITALS**

**WHEREAS**, the City of Laredo pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the “Neighborhood Empowerment Zone,” has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and other incentives;

**WHEREAS**, GARCIA REALTY & INVESTMENTS L.L.C. is the owner of the land located within said Neighborhood Empowerment Zone and described as 811 ITURBIDE ST., (“Property”) which exhibit is incorporated herein by reference for all purposes; and

**WHEREAS**, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the City and GARCIA REALTY & INVESTMENTS L.L.C. have this day entered into the following contract and agreement:

**I. TERM**

This agreement shall be for a period of FIVE (5) years becoming effective on January 1<sup>st</sup> of the year following the year in which a Certificate of Occupancy is issued.

**II. OWNER COVENANTS**

**A. Project**

GARCIA REALTY & INVESTMENTS L.L.C. shall cause to be REHABILITATION a new project located at 811 ITURBIDE ST., LOT 8; BLOCK 26, WESTERN DIVISION, that consists of a REHABILITATION with an estimated value of at least \$22,653.00. GARCIA REALTY & INVESTMENTS L.L.C. agrees to limit the use of the property described herein for said COMMERCIAL development use as that term is defined in the Zoning Ordinance of the City of Laredo.

**B. Completion Date**

GARCIA REALTY & INVESTMENTS L.L.C. certifies that the COMMERCIAL project construction will be completed within one year from issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond GARCIA REALTY & INVESTMENTS L.L.C.’s reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force



majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

### **C. Use of Property**

GARCIA REALTY & INVESTMENTS L.L.C. covenants that the project shall be REHABILITATION in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as a COMMERCIAL development.

### **III. TAX ABATEMENT**

Subject to and in accordance with this Agreement, the City hereby grants to GARCIA REALTY & INVESTMENTS L.L.C. a real property tax abatement of City of Laredo imposed taxes on the Property for a period of FIVE (5) years. The total estimated amount of the Abatement granted under this Agreement shall be approximately **\$718.15**. The total certified Base Value for year 2019 as determined by the Webb County Appraisal District is \$105,140.00

### **IV. WAIVER OF PERMIT FEES**

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately **\$534.50**.

### **V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS**

#### **A. Inspection of Property**

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to GARCIA REALTY & INVESTMENTS L.L.C. the City shall have and GARCIA REALTY & INVESTMENTS L.L.C. shall provide access to the Property in order for the City to inspect the Property and evaluate the required improvements to ensure compliance with the terms and conditions of this Agreement. GARCIA REALTY & INVESTMENTS L.L.C. shall cooperate fully with the City during any such inspection and/or evaluation.

#### **B. Certification**

GARCIA REALTY & INVESTMENTS L.L.C. shall certify annually to the City that it is in compliance with each applicable tem of this Agreement. The City shall have the right to audit the Property. GARCIA REALTY & INVESTMENTS L.L.C. shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

### **VI. DEFAULT AND RECAPTURE**

GARCIA REALTY & INVESTMENTS L.L.C. shall be in default of this Agreement if GARCIA REALTY & INVESTMENTS L.L.C. for any reason fails to substantially comply with the development of the property, discontinues the COMMERCIAL development operations as required by the terms of this Agreement, or if any representation made by GARCIA REALTY & INVESTMENTS L.L.C. is false or misleading in any material aspect. Termination of this

Agreement may be effected if default is not cured within sixty (60) days after written notice by the City to GARCIA REALTY & INVESTMENTS L.L.C.. If the City terminates this Agreement as a result of default by GARCIA REALTY & INVESTMENTS L.L.C., the tax abatement shall be immediately abolished and the City shall have the right to recapture the amount of all previously waived permit and inspection fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to GARCIA REALTY & INVESTMENTS L.L.C., and GARCIA REALTY & INVESTMENTS L.L.C. hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if GARCIA REALTY & INVESTMENTS L.L.C. fails to timely pay the bill. Nothing in this Agreement shall preclude GARCIA REALTY & INVESTMENTS L.L.C. from disputing the bill.

**VII. TERMINATION AT WILL**

If the City and GARCIA REALTY & INVESTMENTS L.L.C. mutually determine that the development or use of the Property is longer appropriate or feasible, or that a better use is preferable, the City and GARCIA REALTY & INVESTMENTS L.L.C. may terminate this Agreement in writing signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

**VIII. VENUE AND JURISDICTION**

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City of Laredo. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

**IX. SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**X. BINDING EFFECT**

This agreement shall insure to the benefit of and be binding upon the City and GARCIA REALTY & INVESTMENTS L.L.C. and their affiliated, subsidiaries, successors and assigns.

Executed this the day of \_\_\_\_\_, 2019, by City of Laredo.

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

Rosario Cabello, Interim Co-City Manager

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

Robert A. Eads, Interim Co-City Manager

ATTEST:

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JOSE A. VALDEZ, JR

City Secretary

APPROVED AS TO FORM:

Kristina Laurel Hale

City Attorney

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Executed this the day of \_\_\_\_\_, 2019, by GARCIA REALTY & INVESTMENTS L.L.C.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**City Council-Regular**

**Meeting Date:** 07/01/2019

**Staff Source:** Victor J. Linares, Acting Building Director

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**SUBJECT**

**2019-R-97** Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Javier Sanchez and Raquel R. Sanchez for a proposed project located at 1419 Fremont St, lot 7 & E 1/2 of 8; block 783, eastern division that consists of new residential/construction, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$200,000.00, estimated annual tax abatement total of \$1,838.60 and permit fees to be waived. Project is situated in District III. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

**PREVIOUS COUNCIL ACTION**

Designing and Creating a Neighborhood Empowerment Zone One within the City of Laredo, and making the necessary findings of public benefit and public purpose to support the creation of the zone in districts III and VIII for the downtown and heights area in the City of Laredo for the purpose of development.

**BACKGROUND**

The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area. JAVIER SANCHEZ AND RAQUEL R SANCHEZ has proposed a new project located at 1419 FREMONT ST. The project will NEW CONSTRUCTION a NEW CONSTRUCTION on the property. The estimated capital investment of the project is \$200,000.00. The project is located within the NEZ District 1 and meets the zoning requirements as established by the NEZ criteria. The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that City Council approve this resolution.

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**Attachments**

2019-R-97

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**COUNCIL COMMUNICATION**

<p><b>DATE:</b>  7/15/2019</p>	<p><b>SUBJECT: RESOLUTION NO. 2019-R-97</b></p> <p><b>AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND JAVIER SANCHEZ AND RAQUEL R SANCHEZ FOR A PROPOSED PROJECT LOCATED AT 1419 FREMONT ST, LOT 7 &amp; E 1/2 OF 8; BLOCK 783, EASTERN DIVISION THAT CONSISTS OF NEW CONSTRUCTION, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ). THIS AGREEMENT WILL BE FOR A FIVE (5) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF \$200,000.00, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF \$1,838.6 AND ESTIMATED TOTAL FEE WAIVERS OF \$3,610.00. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.</b></p>
<p><b>INITIATED BY:</b> Robert A. Eads Interim Co-City Manager</p>	<p><b>STAFF SOURCE:</b> Victor J. Linares, P.E. Acting Director Building Development Services Department</p>
<p><b>PREVIOUS COUNCIL ACTION:</b> Designing and Creating a Neighborhood Empowerment Zone One within the City of Laredo, and making the necessary findings of public benefit and public purpose to support the creation of the zone in districts III and VIII for the downtown and heights area in the City of Laredo for the purpose of development.</p>	
<p><b>BACKGROUND:</b> The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.</p> <p>JAVIER SANCHEZ AND RAQUEL R SANCHEZ has proposed a new project located at 1419 FREMONT ST. The project will NEW CONSTRUCTION a NEW CONSTRUCTION on the property. The estimated capital investment of the project is \$200,000.00. The project is located within the NEZ District 1 and meets the zoning requirements as established by the NEZ criteria.</p> <p>The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees.</p>	
<p><b>FINANCIAL IMPACT:</b> Based on the above representations the estimated fee waivers by the City of Laredo will approximately total: \$3,610.00 and estimated FIVE (5) year total tax abatement is anticipated to be \$ 9,193.00</p>	
<p><b>COMMITTEE RECOMMENDATION:</b>  N/A</p>	<p><b>STAFF RECOMMENDATION:</b> Staff <u>recommends</u> that City Council approve this resolution.</p>

**RESOLUTION NO. 2019-R-97**

**AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND JAVIER SANCHEZ AND RAQUEL R SANCHEZ FOR A PROPOSED PROJECT LOCATED AT 1419 FREMONT ST, LOT 7 & E 1/2 OF 8; BLOCK 783, EASTERN DIVISION THAT CONSISTS OF NEW CONSTRUCTION, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ). THIS AGREEMENT WILL BE FOR A FIVE (5) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF \$200,000.00, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF \$1,838.6 AND ESTIMATED TOTAL FEE WAIVERS OF \$3,610.00. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.**

**WHEREAS**, the City of Laredo has previously approved Resolution No. 2013-R-023, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

**WHEREAS**, JAVIER SANCHEZ AND RAQUEL R SANCHEZ is proposing a project located at 1419 FREMONT ST, LOT 7 & E 1/2 OF 8; BLOCK 783, EASTERN DIVISION, located within the NEZ District 1, that meets the required criteria;

**WHEREAS**, the project is eligible for fee waivers and tax abatement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laredo that:

The project located at 1419 FREMONT ST is hereby approved for fee waivers which will approximately total \$3,610.00 and tax abatement which will approximately total \$1,838.6 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

PETE SAENZ, JR

MAYOR

ATTEST:

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JOSE A. VALDEZ, JR  
CITY SECRETARY

APPROVED AS TO FORM:

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BY: KRISTINA LAUREL HALE  
CITY ATTORNEY



**TAX ABATEMENT AND INCENTIVE AGREEMENT  
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE**

This Agreement is made and entered into by and between JAVIER SANCHEZ AND RAQUEL R SANCHEZ, duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the "City"), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto.

**RECITALS**

**WHEREAS**, the City of Laredo pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the "Neighborhood Empowerment Zone," has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and other incentives;

**WHEREAS**, JAVIER SANCHEZ AND RAQUEL R SANCHEZ is the owner of the land located within said Neighborhood Empowerment Zone and described as 1419 FREMONT ST, ("Property") which exhibit is incorporated herein by reference for all purposes; and

**WHEREAS**, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the City and JAVIER SANCHEZ AND RAQUEL R SANCHEZ have this day entered into the following contract and agreement:

**I. TERM**

This agreement shall be for a period of FIVE (5) years becoming effective on January 1<sup>st</sup> of the year following the year in which a Certificate of Occupancy is issued.

**II. OWNER COVENANTS**

**A. Project**

JAVIER SANCHEZ AND RAQUEL R SANCHEZ shall cause to be NEW CONSTRUCTION a new project located at 1419 FREMONT ST, LOT 7 & E 1/2 OF 8; BLOCK 783, EASTERN DIVISION, that consists of a NEW CONSTRUCTION with an estimated value of at least \$200,000.00. JAVIER SANCHEZ AND RAQUEL R SANCHEZ agrees to limit the use of the property described herein for said RESIDENTIAL development use as that term is defined in the Zoning Ordinance of the City of Laredo.

**B. Completion Date**

JAVIER SANCHEZ AND RAQUEL R SANCHEZ certifies that the RESIDENTIAL project construction will be completed within one year from issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond JAVIER SANCHEZ AND RAQUEL R SANCHEZ's reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires.

Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

### **C. Use of Property**

JAVIER SANCHEZ AND RAQUEL R SANCHEZ covenants that the project shall be NEW CONSTRUCTION in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as a RESIDENTIAL development.

### **III. TAX ABATEMENT**

Subject to and in accordance with this Agreement, the City hereby grants to JAVIER SANCHEZ AND RAQUEL R SANCHEZ a real property tax abatement of City of Laredo imposed taxes on the Property for a period of FIVE (5) years. The total estimated amount of the Abatement granted under this Agreement shall be approximately \$9,193.00. The total certified Base Value for year 2019 as determined by the Webb County Appraisal District is \$69,290.00

### **IV. WAIVER OF PERMIT FEES**

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately \$3,610.00.

### **V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS**

#### **A. Inspection of Property**

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to JAVIER SANCHEZ AND RAQUEL R SANCHEZ the City shall have and JAVIER SANCHEZ AND RAQUEL R SANCHEZ shall provide access to the Property in order for the City to inspect the Property and evaluate the required improvements to ensure compliance with the terms and conditions of this Agreement. JAVIER SANCHEZ AND RAQUEL R SANCHEZ shall cooperate fully with the City during any such inspection and/or evaluation.

#### **B. Certification**

JAVIER SANCHEZ AND RAQUEL R SANCHEZ shall certify annually to the City that it is in compliance with each applicable tem of this Agreement. The City shall have the right to audit the Property. JAVIER SANCHEZ AND RAQUEL R SANCHEZ shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

### **VI. DEFAULT AND RECAPTURE**

JAVIER SANCHEZ AND RAQUEL R SANCHEZ shall be in default of this Agreement if JAVIER SANCHEZ AND RAQUEL R SANCHEZ for any reason fails to substantially comply with the development of the property, discontinues the RESIDENTIAL development operations as required by the terms of this Agreement, or if any representation made by JAVIER SANCHEZ AND RAQUEL R SANCHEZ is false or misleading in any material aspect. Termination of this

Agreement may be effected if default is not cured within sixty (60) days after written notice by the City to JAVIER SANCHEZ AND RAQUEL R SANCHEZ. If the City terminates this Agreement as a result of default by JAVIER SANCHEZ AND RAQUEL R SANCHEZ, the tax abatement shall be immediately abolished and the City shall have the right to recapture the amount of all previously waived permit and inspection fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to JAVIER SANCHEZ AND RAQUEL R SANCHEZ, and JAVIER SANCHEZ AND RAQUEL R SANCHEZ hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if JAVIER SANCHEZ AND RAQUEL R SANCHEZ fails to timely pay the bill. Nothing in this Agreement shall preclude JAVIER SANCHEZ AND RAQUEL R SANCHEZ from disputing the bill.

#### **VII. TERMINATION AT WILL**

If the City and JAVIER SANCHEZ AND RAQUEL R SANCHEZ mutually determine that the development or use of the Property is longer appropriate or feasible, or that a better use is preferable, the City and JAVIER SANCHEZ AND RAQUEL R SANCHEZ may terminate this Agreement in writing signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

#### **VIII. VENUE AND JURISDICTION**

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City of Laredo. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

#### **IX. SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

#### **X. BINDING EFFECT**

This agreement shall insure to the benefit of and be binding upon the City and JAVIER SANCHEZ AND RAQUEL R SANCHEZ and their affiliated, subsidiaries, successors and assigns.

Executed this the day of \_\_\_\_\_, 2019, by City of Laredo.

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

Rosario Cabello, Interim Co-City Manager

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

Robert A. Eads, Interim Co-City Manager

ATTEST:

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JOSE A. VALDEZ, JR

City Secretary

APPROVED AS TO FORM:

Kristina Laurel Hale

City Attorney

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Executed this the day of \_\_\_\_\_, 2019, by JAVIER SANCHEZ AND RAQUEL R SANCHEZ

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**City Council-Regular**

**Meeting Date:** 07/01/2019

**Staff Source:** Victor J. Linares, Acting Building Directors

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**SUBJECT**

**2019-R-98** Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Mercedes I. Sanchez for a proposed project located at 1819 S US Highway 83, lot 8; block 216; eastern division that consists of new commercial construction of a car lot, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a ten (10) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$44,938.00, estimated annual tax abatement total of \$284.91 and permit fees to be waived. Project is situated in District II. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

**PREVIOUS COUNCIL ACTION**

Designing and Creating a Neighborhood Empowerment Zone One within the City of Laredo, and making the necessary findings of public benefit and public purpose to support the creation of the zone in districts III and VIII for the downtown and heights area in the City of Laredo for the purpose of development.

**BACKGROUND**

The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

MERCEDES L SANCHEZ has proposed a new project located at 1819 S US HIGHWAY 83. The project will NEW CONSTRUCTION a NEW CONSTRUCTION on the property. The estimated capital investment of the project is \$44,938.00. The project is located within the NEZ District 2 and meets the zoning requirements as established by the NEZ criteria.

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that City Council approve this resolution.

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**Attachments**

2019-R-98

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**COUNCIL COMMUNICATION**

<p><b>DATE:</b>  7/15/2019</p>	<p><b>SUBJECT: RESOLUTION NO. 2019-R-98</b></p> <p><b>AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND MERCEDES L SANCHEZ FOR A PROPOSED PROJECT LOCATED AT 1819 S US HAIGHWAY 83, LOT 8; BLOCK 216;EASTERN DIVISION THAT CONSISTS OF NEW CONSTRUCTION, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ). THIS AGREEMENT WILL BE FOR A TEN (10) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF \$44,938.00, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF \$284.91 AND ESTIMATED TOTAL FEE WAIVERS OF \$2,086.50. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.</b></p>	
<p><b>INITIATED BY:</b> Robert A. Eads Interim Co-City Manager</p>		<p><b>STAFF SOURCE:</b> Victor J. Linares, P.E. Acting Director Building Development Services Department</p>
<p><b>PREVIOUS COUNCIL ACTION:</b> Designing and Creating a Neighborhood Empowerment Zone One within the City of Laredo, and making the necessary findings of public benefit and public purpose to support the creation of the zone in districts III and VIII for the downtown and heights area in the City of Laredo for the purpose of development.</p>		
<p><b>BACKGROUND:</b> The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.</p> <p>MERCEDES L SANCHEZ has proposed a new project located at 1819 S US HAIGHWAY 83. The project will NEW CONSTRUCTION a NEW CONSTRUCTION on the property. The estimated capital investment of the project is \$44,938.00. The project is located within the NEZ District 2 and meets the zoning requirements as established by the NEZ criteria.</p> <p>The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees.</p>		
<p><b>FINANCIAL IMPACT:</b> Based on the above representations the estimated fee waivers by the City of Laredo will approximately total: \$2,086.50and estimated TEN (10) year total tax abatement is anticipated to be \$ 2,849.10</p>		
<p><b>COMMITTEE RECOMMENDATION:</b>  N/A</p>		<p><b>STAFF RECOMMENDATION:</b>  Staff <u>recommends</u> that City Council approve this resolution.</p>

**RESOLUTION NO. 2019-R-98**

**AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND MERCEDES L SANCHEZ FOR A PROPOSED PROJECT LOCATED AT 1819 S US HAIGHWAY 83, LOT 8; BLOCK 216;EASTERN DIVISION THAT CONSISTS OF NEW CONSTRUCTION, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ). THIS AGREEMENT WILL BE FOR A TEN (10) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF \$44,938.00, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF \$284.91 AND ESTIMATED TOTAL FEE WAIVERS OF \$2,086.50. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.**

**WHEREAS**, the City of Laredo has previously approved Resolution No. 2013-R-023, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

**WHEREAS**, MERCEDES L SANCHEZ is proposing a project located at 1819 S US HAIGHWAY 83, LOT 8; BLOCK 216;EASTERN DIVISION, located within the NEZ District 2, that meets the required criteria;

**WHEREAS**, the project is eligible for fee waivers and tax abatement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laredo that:

The project located at 1819 S US HAIGHWAY 83 is hereby approved for fee waivers which will approximately total \$2,086.50 and tax abatement which will approximately total \$284.91 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

PETE SAENZ, JR

MAYOR



ATTEST:

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JOSE A. VALDEZ, JR  
CITY SECRETARY

APPROVED AS TO FORM:

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BY: KRISTINA LAUREL HALE  
CITY ATTORNEY

**TAX ABATEMENT AND INCENTIVE AGREEMENT  
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE**

This Agreement is made and entered into by and between MERCEDES L SANCHEZ, duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the “City”), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto.

**RECITALS**

**WHEREAS**, the City of Laredo pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the “Neighborhood Empowerment Zone,” has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and other incentives;

**WHEREAS**, MERCEDES L SANCHEZ is the owner of the land located within said Neighborhood Empowerment Zone and described as 1819 S US HAIGHWAY 83, (“Property”) which exhibit is incorporated herein by reference for all purposes; and

**WHEREAS**, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the City and MERCEDES L SANCHEZ have this day entered into the following contract and agreement:

**I. TERM**

This agreement shall be for a period of TEN (10) years becoming effective on January 1<sup>st</sup> of the year following the year in which a Certificate of Occupancy is issued.

**II. OWNER COVENANTS**

**A. Project**

MERCEDES L SANCHEZ shall cause to be NEW CONSTRUCTION a new project located at 1819 S US HAIGHWAY 83, LOT 8; BLOCK 216; EASTERN DIVISION, that consists of a NEW CONSTRUCTION with an estimated value of at least \$44,938.00. MERCEDES L SANCHEZ agrees to limit the use of the property described herein for said COMMERCIAL development use as that term is defined in the Zoning Ordinance of the City of Laredo.

**B. Completion Date**

MERCEDES L SANCHEZ certifies that the COMMERCIAL project construction will be completed within one year from issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond MERCEDES L SANCHEZ’s reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include

construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

### **C. Use of Property**

MERCEDES L SANCHEZ covenants that the project shall be NEW CONSTRUCTION in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as a COMMERCIAL development.

### **III. TAX ABATEMENT**

Subject to and in accordance with this Agreement, the City hereby grants to MERCEDES L SANCHEZ a real property tax abatement of City of Laredo imposed taxes on the Property for a period of TEN (10) years. The total estimated amount of the Abatement granted under this Agreement shall be approximately \$2,849.10. The total certified Base Value for year 2019 as determined by the Webb County Appraisal District is \$48,230.00

### **IV. WAIVER OF PERMIT FEES**

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately \$2,086.50.

### **V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS**

#### **A. Inspection of Property**

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to MERCEDES L SANCHEZ the City shall have and MERCEDES L SANCHEZ shall provide access to the Property in order for the City to inspect the Property and evaluate the required improvements to ensure compliance with the terms and conditions of this Agreement. MERCEDES L SANCHEZ shall cooperate fully with the City during any such inspection and/or evaluation.

#### **B. Certification**

MERCEDES L SANCHEZ shall certify annually to the City that it is in compliance with each applicable tem of this Agreement. The City shall have the right to audit the Property. MERCEDES L SANCHEZ shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

### **VI. DEFAULT AND RECAPTURE**

MERCEDES L SANCHEZ shall be in default of this Agreement if MERCEDES L SANCHEZ for any reason fails to substantially comply with the development of the property, discontinues the COMMERCIAL development operations as required by the terms of this Agreement, or if any representation made by MERCEDES L SANCHEZ is false or misleading in any material aspect. Termination of this Agreement may be effected if default is not cured within sixty (60) days after written notice by the City to MERCEDES L SANCHEZ. If the City terminates this

Agreement as a result of default by MERCEDES L SANCHEZ, the tax abatement shall be immediately abolished and the City shall have the right to recapture the amount of all previously waived permit and inspection fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to MERCEDES L SANCHEZ, and MERCEDES L SANCHEZ hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if MERCEDES L SANCHEZ fails to timely pay the bill. Nothing in this Agreement shall preclude MERCEDES L SANCHEZ from disputing the bill.

**VII. TERMINATION AT WILL**

If the City and MERCEDES L SANCHEZ mutually determine that the development or use of the Property is longer appropriate or feasible, or that a better use is preferable, the City and MERCEDES L SANCHEZ may terminate this Agreement in writing signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

**VIII. VENUE AND JURISDICTION**

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City of Laredo. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

**IX. SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**X. BINDING EFFECT**

This agreement shall insure to the benefit of and be binding upon the City and MERCEDES L SANCHEZ and their affiliated, subsidiaries, successors and assigns.

Executed this the day of \_\_\_\_\_, 2019, by City of Laredo.

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

Rosario Cabello, Interim Co-City Manager

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

Robert A. Eads, Interim Co-City Manager

ATTEST:

\_\_\_\_\_

JOSE A. VALDEZ, JR

City Secretary

APPROVED AS TO FORM:

Kristina Laurel Hale

City Attorney

\_\_\_\_\_

Executed this the day of \_\_\_\_\_, 2019, by MERCEDES L SANCHEZ

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**City Council-Regular**

**Meeting Date:** 07/01/2019

**Staff Source:** Cristian Rosas-Grillet, Assistant City Attorney

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**SUBJECT**

Authorizing the Co-Interim City Managers to execute a Memorandum of Understanding between the City of Laredo, Webb County, and Laredo Crime Stoppers establishing the Laredo-Webb County Animal Cruelty Task Force to streamline and improve the process for reporting animal cruelty in Webb County, and ensure maximum coordination in the investigation and management of allegations of abuse or neglect of animals.

**PREVIOUS COUNCIL ACTION**

On June 3, 2019, City Council approved a motion directing staff to move forward with a memorandum of understanding with Webb County and non-profit agencies to create an animal cruelty task force to collaborate on finding solutions to improve how crimes against animals are reported and responded to in the City of Laredo.

**BACKGROUND**

N/A

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that City Council approve this motion.

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**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** N/A  
**Source of Funds:** N/A  
**Account #:** N/A  
**Change Order: Exceeds 25% Y/N:** N/A

**FINANCIAL IMPACT:**

No financial impact.

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**Attachments**

# Animal Cruelty Task Force MOU

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**MEMORANDUM OF UNDERSTANDING PERTAINING  
TO THE LAREDO-WEBB COUNTY ANIMAL  
CRUELTY TASK FORCE**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Laredo, Texas, a municipal corporation (the “City”), Webb County, a Texas political subdivision (the “County”), and Laredo Crime Stoppers, a Texas non-profit corporation (“Crime Stoppers”). This Memorandum of Understanding (“MOU”) will serve to establish the terms and conditions under which the City, the County, and Crime Stoppers, hereafter the “Parties,” participate in a city-wide Animal Cruelty Task Force, created for the purpose of ensuring maximum coordination in the reporting, management and investigation of allegations of animal abuse and/or neglect.

**WHEREAS**, it is in the best interest of the citizens of City of Laredo and Webb County for the various governmental entities and non-profit entities located in Webb County to cooperate in the provision of services where such cooperation will result in a more efficient, higher quality and/or more cost effective provision of such services; and

**WHEREAS**, the City of Laredo and Webb County have an interest in preventing cruelty to animals and enforcing animal cruelty laws; and

**WHEREAS**, the City of Laredo and Webb County have an interest in engaging the talents and expertise of capable individuals to address these important interests;

**WHEREAS**, the City of Laredo and the Webb County desire to establish and participate in an Animal Cruelty Task Force to address these important interests;

**NOW THEREFORE**, in consideration of the mutual benefits to be derived herefrom by the Parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually understood and agreed by the Parties as follows:

The purpose of the MOU is to ensure maximum coordination in the management of allegations of abuse or neglect of animals in the City of Laredo. The parties all have roles in responding to suspected abuse or neglect of animals. These roles, which are governed by statute, regulation and policy, mandate that each Party conduct specific activities with respect to allegations of animal abuse and/or neglect. Through this MOU, each Party agrees to cross-refer, cooperate and communicate in the management and investigation of such allegations and maintain the confidentiality of any confidential information obtained or exchanged during the course of any investigations.

The Parties have agreed to participate in the Laredo Webb County Animal Cruelty Task Force (the “Task Force”), and adopt and implement operational guidelines for on-going communication, management of referrals and conducting of investigations of animal abuse or neglect. These guidelines are intended to maximize limited available resources and cooperate fully to assure through investigations. The Task Force is



designed to be a proactive and comprehensive approach to investigating cruelty against animals in Webb County.

1. The Parties agree to participate in the Laredo-Webb County Animal Cruelty Task Force, which shall be composed of:
  - a. A representative from the City Manager's Office
  - b. A representative from the Laredo Police Department
  - c. A representative from the Animal Care Services Department
  - d. The Laredo Municipal Court Judge or designee
  - e. A representative from the City Attorney's Office
  - f. The City of Laredo Veterinarian
  - g. A representative from the Webb County District Attorney's Office
  - h. A representative from the Webb County Constable's Office, Precinct 1
  - i. A representative from the Webb County Constable's Office, Precinct 2
  - j. A representative from the Webb County Constable's Office, Precinct 4
  - k. A representative from Laredo Crime Stoppers
2. The Task Force shall consist of members from the Parties selected from among individuals with knowledge or experience in the areas of animal treatment and animal welfare.
3. The Task Force shall do the following:
  - a. Examine the current laws concerning animal abuse and neglect.
  - b. Examine the manner in which the anti-cruelty laws are enforced throughout the City of Laredo.
  - c. Share information regarding allegations of animal abuse and/or neglect.
  - d. Improve communication between Task Force members.
  - e. Utilize the strengths of each member agency to improve the response to an investigation of allegations of animal abuse and/or neglect.
  - f. Conduct joint investigations as practicable, if permissible by law.
  - g. Streamline and improve the process for reporting animal cruelty in Webb County, through a designated website and hotline with Laredo Crime Stoppers.
  - h. Recommend changes to the policies and procedures of the participating member agencies, to improve the response and investigation of allegations of animal abuse and/or neglect; to protect the City's animals from inhumane treatment; and to improve enforcement of anti-cruelty laws.
  - i. Provide regular training to officers/employees of the participating member agencies on identifying, investigating and processing animal cruelty related crimes. These animal-related crimes will include, but not limited to suspected cases of animal neglect, abandonment, blood sports and animal hoarding.

- j. Examine the resources currently allocated to investigating and processing animal cruelty related crimes, and, if possible, allocate additional resources to further the goals of the Task Force.
  - k. When possible, Task Force members will provide support during special events. These special events can include public presentations, training events, and demonstrations.
  - l. Participating member agencies will prioritize reports of animal abuse and neglect, and prosecute offenders of these types of offenses to the fullest extent of the law.
4. In the furtherance of the goals articulated above, the Task Force shall meet at least quarterly at times and places as shall be designated, from time to time, by the Task Force members.
5. The term of this MOU shall commence on the date of the execution of this Agreement and continue until terminated a Party's giving thirty (30) days written notice to the others.
6. Any notice provided hereunder by any Party to the others shall be in writing and may be either delivered by hand to the Party or to the Party's designated agent; deposited in the United States mail, postage paid, delivered by a reputable courier services to the following address:

*TO THE CITY:*

Robert A. Eads  
Rosario Cabello  
Co-Interim City Managers  
City of Laredo  
1110 Houston  
Laredo, TX 78040

*TO THE COUNTY*

Tano E. Tijerina  
County Judge  
Webb County  
1000 Houston Street  
Laredo, Texas 78040

*TO LAREDO CRIME STOPPERS*

Colleen P. Rodriguez  
Executive Director

1200 Washington Street  
Laredo, Texas 78040-4444

7. Each Party may designate a different agent or address for notice purposes by giving the others ten (10) days written notice in the manner provided above.
8. This MOU contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.
9. If any term(s) or provision(s) of this MOU are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the term(s) or provision(s) of this MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this MOU to be inconsistent with the intent of the Parties hereto.
10. No assignment of this MOU or of any duty or obligation of performance hereunder shall be made in whole or in part by any Party hereto without the prior written consent of the other Parties hereto.
11. No waiver of a breach of any provision of this MOU shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
12. No party to this MOU waives or relinquishes any immunity or defense on behalf of themselves, their trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
13. Any amendment to this MOU must be in writing, and approved by all the Parties.
14. This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth above, this Agreement shall not be deemed to create any rights in or obligations to any third parties.
15. Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this Agreement.
16. This Agreement is not intended to, and shall not be construed to create any joint enterprise between or among the parties.
17. This Agreement is subject to all present and future valid laws, orders, rules and ordinances and/or regulations of the United States of America, the State of Texas

and the Parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this Agreement shall be in a court of appropriate jurisdiction in Webb County, Texas exclusively.

18. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect.

**19. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW.**

SIGNED by the parties, in triplicate originals on the \_\_\_\_\_ day of \_\_\_\_\_, 2018:

CITY OF LAREDO

BY: \_\_\_\_\_  
Rosario Cabello  
Co- Interim City Manager

BY: \_\_\_\_\_  
Robert A. Eads  
Co-Interim City Manager

APPROVED AS TO FORM

CERTIFIED

BY: \_\_\_\_\_  
Cristian Rosas-Grillet,  
Assistant City Attorney

BY: \_\_\_\_\_  
Jose A. Valdez Jr,  
City Secretary

WEBB COUNTY

BY: \_\_\_\_\_  
Tano E. Tijerina  
County Judge

LAREDO CRIME STOPPERS

BY: \_\_\_\_\_  
Colleen P. Rodriguez  
Executive Director

**City Council-Regular**

**Meeting Date:** 07/01/2019

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

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

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**SUBJECT**

Consideration for approval of the selection of a consultant for the Max Mandel Municipal Golf Course Master Planning hike/bike/birding trails located at 27700 FM 1472 and adjacent areas, and authorization to negotiate a professional services contract. A total of seven (7) firms responded to the request for qualifications. The evaluation committee recommends the selection of the top ranked firm: JHS Metaform Studio Architects, Laredo, Texas in association with Nicholson Innovations, Schertz, Texas, S&B Infrastructure, Laredo, Texas, Trinity MEP Engineering, Weslaco, Texas, Synergy Structural Engineering, Inc., Laredo, Texas, and Core Design Studio, Houston, Texas. There is no financial impact at this time.

**PREVIOUS COUNCIL ACTION**

On February 4, 2019, City Council directed staff to go out for a request for qualifications to master plan the hike/bike/birding trails at and around the Max Mandel Golf Course. Funding is available in district VII priority funds.

**BACKGROUND**

Seven (7) firms responded to the request for qualifications on Friday, May 3, 2019, at 4:00 P.M. as follows:

1. Howland Engineering and Surveying Co., Laredo, Texas
2. Premier Civil Engineering LLC, Laredo, Texas
3. Crane Engineering, Laredo, Texas
4. JHS Metaform Studio Architects, Laredo, Texas, in association with Nicholson Innovations, Schertz, Texas, S&B Infrastructure, Laredo, Texas, Trinity MEP Engineering, Weslaco, Texas Synergy Structural Engineering Inc., Laredo, Texas, and Core Design Studio, Houston, Texas
5. Gilpin Engineering Company, Inc., Laredo, Texas
6. Sherfey Engineering Company, LLC, Laredo, Texas, in association with Able City, LLC, Laredo Texas
7. Slay Engineering Company, Inc., Laredo, Texas

Scope of services include, but are not limited to:

Engineering and Surveying design, prepare plans/specifications, and probable estimated cost for master planning of hike/bike/birding trails including public vehicle

parking and other amenities as necessary at and in the vicinity of the Max Mandel Municipal Golf Course located at 27700 FM 1472. The design shall comply with City, State, and Federal guidelines/requirements including but not limited to the latest edition of National Association of City Transportation Officials (NACTO), Americans with Disabilities Act (ADA), Viva Laredo Comprehensive Plan, etc. Consultants shall be prepared to make a presentation before the evaluation committee prior to selection. The consultant selected shall schedule a workshop with staff, stakeholders, TX DOT and be prepared to make a presentation before City Council.

The staff committee composed of several City Departments including Parks & Leisure, Traffic Safety, Environmental and Engineering evaluated the submittals based on the City's selection criteria (Experience, background and qualifications of firm, past experience with City of Laredo, understanding of the project and proposed plan, and capability to meet schedules).

The recommended firm has the professional background and expertise to develop a quality project for the City of Laredo.

The evaluation scores and recommendations are attached.

## **COMMITTEE RECOMMENDATION**

N/A

## **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:**

No financial impact at this time.

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### **Attachments**

Max

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# CITY OF LAREDO



**Max Mandel Municipalm Golf Course Master Planning  
hike/bike/birding trails located at 27700 FM 1472 and  
and adjacent areas (RFQ)**

Date: June 11, 2019

<b>RFQ -SUBMITTAL EVALUATION COMMITTEE</b>	<b>Howland Engineering &amp; Surveying Co., Laredo, Texas</b>	<b>Premier Civil Engineering, LLC., Laredo, Texas</b>	<b>Crane Engineering, Laredo, Texas</b>	<b>JHS MetaformStudio Architects, Laredo, Texas</b>	<b>Gilpin Engineering Comopany, Laredo, Texas</b>	<b>Sherfey Engineering Company, LLC, Laredo, Texas</b>	<b>Slay Engineering Company, Inc., Laredo, Texas</b>
COMMITTEE MEMBER #1 TRAFFIC SAFETY	66	56	86	98	67	95	91
COMMITTEE MEMBER #2 PARKS & LEISURE	78	84	100	86	80	88	82
COMMITTEE MEMBER #3 PARKS & LEISURE	65	64	83	87	79	77	73
COMMITTEE MEMBER #4 ENVIRONMENTAL	86	74	99	97	100	98	75
COMMITTEE MEMBER #5 ENGINEERING	82	81	82	91	85	83	85
<b>Total</b>	<b>377</b>	<b>359</b>	<b>450</b>	<b>459</b>	<b>411</b>	<b>441</b>	<b>406</b>

<b>Company Name</b>	<b>Rank</b>
JHS MetaformStudio Architects, Laredo, Texas in association with Nicholson Innovations, Schertz, Texas, S&B Infrastructure, Laredo, Texas, Trinity MEP Engineering, Weslaco, Texas, Synergy Structural Engineering, Inc., Laredo, Texas, and Core Design Studio, Houston, Texas	<b>1</b>
Crane Engineering, Laredo, Texas	<b>2</b>
Sherfey Engineering Company, LLC, Laredo, Texas in association with Able City, Laredo, Texas	<b>3</b>
Gilpin Engineering Comopany, Laredo, Texas	<b>4</b>
Slay Engineering Company, Inc., Laredo, Texas	<b>5</b>
Howland Engineering & Surveying Co., Laredo, Texas	<b>6</b>
Premier Civil Engineering, LLC., Laredo, Texas	<b>7</b>



**City Council-Regular**

**Meeting Date:** 07/01/2019

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

**Initiated By:** Ramon E. Chavez, P.E., City Engineer

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

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**SUBJECT**

Consideration for approval to award a professional services contract to Slay Architecture, Laredo, Texas for an amount not to exceed \$86,300.00 for the Barbara Fasken Community Center to include a public special purpose outdoor swimming pool to provide recreational and instructional activities, a kid's tree house, a natural feature, lighting, cameras, and other amenities located at 15201 Cerralvo Dr.; Funding is available in the 2017 CO-District VII Priority Funds.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

On April 15, 2019, City Council approved the selection of the consultant for the Barbara Fasken Community Center for a public special purpose outdoor swimming pool to provide recreational and instructional activities, a kid's tree house, a natural feature, lighting, cameras, and other amenities located at 15201 Cerralvo Dr; and authorization to negotiate a professional services contract.

**BACKGROUND**

Scope of services include, but not limited to:

Engineering and Surveying design, prepare plans/specifications, and probable estimated cost for a public special purpose outdoor swimming pool to provide recreational and instructional activities such as swimming lessons, water aerobics, aqua Zumba and aqua cycling with a maximum capacity of 40 people, zero depth entrance or ADA access ramp, mechanical room, all necessary plumbing piping, plumbing fixtures, pumping equipment, electrical system, water supply, automatic pool chlorinator, automatic water leveler, pool lift, perimeter fencing and other related accessories. In addition, a kid's tree house, a natural water feature, lighting, cameras, and other amenities as necessary at Barbara Fasken Community Center located at 15201 Cerralvo Dr. The design shall comply with City, State and Federal guidelines/requirements including but not limited to federal drain size (Virginia Baker Law standards), filters and chlorinator standards, the latest edition of American with Disabilities Act (ADA), International Building Code, Department of Health Services and Texas Commission on Environmental Quality.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Approval of motion.

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**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** N  
**Source of Funds:** 2017 CO BOND ISSUE  
**Account #:** 471-3118-555-9301  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Funding is available in the 2017 CO Bond Issue for District VII Priority Funds.  
Project# D71830

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**Attachments**

Fee breakdown

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PROJECT:

FEE BREAKDOWN WORKSHEET

4/26/2019

Scope: Fasken Community Center Pool & Amenities

Phase:						
<b>FEES for Architectural and Civil</b>	<b>Fee:</b>	<b>Architect</b>	<b>Structural</b>	<b>MEP</b>	<b>Pool/Lands</b>	<b>Civil</b>
Schematic Design	\$13,500.00	\$6,000.00	\$1,200.00	\$800.00	\$5,500.00	included
Design Development	\$3,450.00	included			\$3,450.00	included
Construction Documents	\$47,750.00	\$12,000.00	\$6,200.00	\$4,800.00	\$10,750.00	\$14,000.00
Permitting	\$950.00	\$600.00		Includee	\$350.00	included
Bidding & Negotiation	\$950.00	\$600.00		included	\$350.00	included
Constr. Admin.	\$13,000.00	\$4,800.00	\$2,500.00	\$1,200.00	\$3,000.00	\$1,500.00
Sub-Total for Arch and Eng fees	<b>\$79,600.00</b>	\$24,000.00	\$9,900.00	\$6,800.00	\$23,400.00	\$15,500.00
<b>Total Design Fees</b>	<b>\$79,600.00</b>					
<b>Other Services</b>						
Geo Tech Study	\$1,800.00					
Topographic Survey	\$3,500.00	\$0.00		NA		\$3,500.00
TDLR fees	\$1,200.00					
Printing / Reprographics / elec. Media	\$200.00					
Plan Review / Permitting	not included					
Special Inspections	not included					
Sub-Total for Optional/ Alternate Svcs	<b>\$6,700.00</b>	\$0.00		\$0.00		\$3,500.00
<b>TOTAL BUDGET ALLOWANCE</b>	<b>\$86,300.00</b>					

**Notes:**

(1) refer to proposal for # of site visits allowed.

**City Council-Regular**

**Meeting Date:** 07/01/2019

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

**Staff Source:** Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to renew contract FY14-048 with Southern Sanitation, Laredo, Texas, in an amount up to \$73,627.44, to provide trash collection services for large volume containers. These services will be required for various city operations such as the Airport, Bridge System, Parks and Leisure, Public Access, Fleet Management, Traffic, Transit, Municipal Housing, Environmental Engineering, Utilities, and Solid Waste Departments. The contract vendor is also required to provide these containers for special events such as the Household Collection Event. There was no price increase during the last extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the last extension period for this contract. Funding for these services are available in various departmental funds.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

Approved a one year contract on 7/16/18.

**BACKGROUND**

The current vendor provides trash collection services for large volume containers. Containers with capacities ranging from 2 to 30 cubic yards are needed for various operations and include weekly or bi-weekly pickups. There was no price increase during the last extension period. This is the last extension period for this contract.

Summary

Vendor	Monthly Total	12- Month Total
Southern Sanitation	\$ 6,135.62	\$ 73,627.44

A complete pricing tabulation is attached.

**COMMITTEE RECOMMENDATION**

None.

## STAFF RECOMMENDATION

It is recommended that this contract be renewed.

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### Fiscal Impact

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 24236105833920  
**Change Order: Exceeds 25% Y/N:**

### FINANCIAL IMPACT:

Funds for these services are available from the following line item accounts:

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 55340155833920  
**Change Order: Exceeds 25% Y/N:**

### FINANCIAL IMPACT:

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 24938405433920  
**Change Order: Exceeds 25% Y/N:**

### FINANCIAL IMPACT:

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 10131155533920  
**Change Order: Exceeds 25% Y/N:**

### FINANCIAL IMPACT:

**Fiscal Year:** 2019

**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 55942205333920  
**Change Order: Exceeds 25% Y/N:**  
**FINANCIAL IMPACT:**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 55741205333930  
**Change Order: Exceeds 25% Y/N:**  
**FINANCIAL IMPACT:**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 55741305333930  
**Change Order: Exceeds 25% Y/N:**  
**FINANCIAL IMPACT:**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 55741355333930  
**Change Order: Exceeds 25% Y/N:**  
**FINANCIAL IMPACT:**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 55539205433920  
**Change Order: Exceeds 25% Y/N:**  
**FINANCIAL IMPACT:**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes

**Source of Funds:**

**Account #:** 10114005133920

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

**FINANCIAL IMPACT:**

**Fiscal Year:** 2019

**Budgeted Y/N?:** Yes

**Source of Funds:**

**Account #:** 25126205233920

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

**FINANCIAL IMPACT:**

**Fiscal Year:** 2019

**Budgeted Y/N?:** Yes

**Source of Funds:**

**Account #:** 55858305833920

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

**FINANCIAL IMPACT:**

**Fiscal Year:** 2019

**Budgeted Y/N?:** Yes

**Source of Funds:**

**Account #:** 51854305833920

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

**FINANCIAL IMPACT:**

**Fiscal Year:** 2019

**Budgeted Y/N?:** Yes

**Source of Funds:**

**Account #:** 55340105833920

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

**FINANCIAL IMPACT:**

**Fiscal Year:** 2019

**Budgeted Y/N?:** Yes

**Source of Funds:**

**Account #:** 55340125833920

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

**FINANCIAL IMPACT:**

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**City Council-Regular**

**Meeting Date:** 07/01/2019

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

**Staff Source:** Ronald W. Miller, Acting Fleet Department Director, Miguel A. Pecador, Purchasing Agent

**SUBJECT**

Consideration to renew contract number FY14-062 with Lozano Body Shop, Laredo, Texas, in an annual amount of up to \$225,000.00 to provide automotive and truck body shop repair services for the Fleet Department. The contract is for a three (3) year term and is subject to future appropriations. There was no price increase during the last extension period. This is the last extension period for this contract. All repair services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Budget.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

Contract Extension I approved on 9/19/16.

**BACKGROUND**

This contract provides automotive and truck body shop repair services for the Fleet Department. Bid pricing is based on an hourly labor rate and a parts percentage price markup rate. There was no price increase during the last extension period. This is the last extension period for this contract. rate. The term of this contract is for a three year period. All services will be secured on an as needed basis.

Current Contract Pricing:

Section I: Car Repair Services Section II: Light Duty Truck Repair Services Section III: Med. & Heavy Duty Truck Repair Services	Rate
Hourly Flat Labor Rate	\$ 25.00 per Hour
Parts Percentage (%) Price Mark-up	15%
Cost of pick/up delivery	No Charge
Storage fees per day	No Charge
Warranty offered on repairs	1 Year
Warranty offered on paint	1 Year

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be approved.

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**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes  
**Source of Funds:** Fleet Maintenance Fund  
**Account #:** 59328105332022  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes  
**Source of Funds:** Fleet Maintenance Fund  
**Account #:** 59328105332023  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

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**City Council-Regular**

**Meeting Date:** 07/01/2019

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

**Staff Source:** Ronald W. Miller, Acting Fleet Department Director, Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to renew annual service contract FY17-046 with Fox Truck World LLC., San Antonio, TX, in an amount up to \$150,000.00 for original equipment manufacturer (OEM) truck repair services for the City's automated side loader trucks. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the second of four extension periods. All services will be secured on an as needed basis. The City shall provide the parts. Funding is available in the Fleet Maintenance budget.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

Approved a one year contract on 7/16/18.

**BACKGROUND**

This contract allows for the purchase of original equipment manufacturer (OEM) repair services for the City's automated side loader garbage trucks. This contract establishes an hourly service rate. There was no price increase during the last extension period. This is the second of four extension periods. Staff is recommending that this contract be renewed with Fox Truck World LLC.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any

renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or re-bid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Summary:

**Fox Truck World LLC.**

Section I Scorpion (DADEE Manufacturing BTE) Parts & Repair Services	<u>Established Rates</u>	
Labor Rate for Services	\$ 98.50 Per Hour \$ 147.50 Per Hour (After Hour)	
Mileage Rate	\$ 200.00 Service Call \$ 75.00 Per Hour (Travel Time)	

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be renewed.

**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes  
**Source of Funds:** Fleet Maintenance Fund  
**Account #:** 59328105332078  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during

the next fiscal year, this contract becomes null and void.

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**City Council-Regular**

**Meeting Date:** 07/01/2019

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

**Staff Source:** Ronald W. Miller, Acting Fleet Department Director, Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

**SUBJECT**

Consideration to award contract FY19-071 to the low bidder Octane Forklifts, Denver, Colorado, for the purchase of one (1) heavy duty forklift in the amount \$97,751.00 for the Utilities Department. This forklift will be utilized for the unloading of oversize diameter pipe for the Utilites Warehouse. Funding is available in the Water 2018 PFFCO and the Utilities Department Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

Three (3) bids were received through Cit-E-Bid for the purchase of one heavy duty forklift for the Utilities Department. A recommendation is being presented to City Council that this contract be awarded to the low bidder, Octane Forklifts for the purchase of one heavy duty forklift. Delivery is expected with-in 120 to 150 working days.

Summary:

<b>Octane Forklifts</b>	<u>Qty</u>	<u>Unit Price</u>	<u>Total</u>
2019 Octane Model FD100 Forklift	1	\$ 93,696.77	\$ 93,696.77
5 Year Extended Power-Train Warranty	1	\$ 4,055.00	\$ 4,055.00
			Total \$ 97,751.00

<b>American Material Handling</b>	<u>Qty</u>	<u>Unit Price</u>	<u>Total</u>
2019 Doosan D905 Forklift	1	\$ 106,398.00	\$ 106,398.00

5 Year Extended Power-Train Warranty	1	\$ 2,000.00	\$ 2,000.00
			Total \$108,398.00

<b>Briggs Equipment</b>	<u>Qty</u>	<u>Unit Price</u>	<u>Total</u>
2019 Hyster H190HD5 Forklift	1	\$ 150,065.00	\$ 150,065.00
5 Year Extended Power-Train Warranty	1	\$ 14,090.00	\$ 14,090.00
			Total \$164,155.00

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be approved.

**Fiscal Impact**

**Fiscal Year:** 2018  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 557-4175-535-9004  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Funding for this equipment is available in the following accounts:

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 557-4116-533-2035  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

**City Council-Regular**

**Meeting Date:** 07/01/2019

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

**Staff Source:** Miguel A. Pescador, Purchasing Agent, Ronald W. Miller, Acting Fleet Department Director

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**SUBJECT**

Consideration to renew a two year contract FY17-044 with CABCO Auctioneering Services, Laredo, Texas for auctioneer services for the sale of city surplus vehicles and equipment; CABCO's auctioneer (commission) fee is 20% of the gross sales. The intent of this contract is to conduct turn key public auctions, in accordance to Laws of the State of Texas (TX Department of License and Regulation), for disposal of surplus items on an as needed basis. This is the first of two - two year extension periods. There was no price increase during the last two year extension period.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

The Fleet and Purchasing Divisions currently coordinate several auctions with CABCO during the year. Based on previous auction sales, the estimated gross revenue will be between \$200,000 to \$350,000.

**PREVIOUS COUNCIL ACTION**

Approved a two year contract 7/17/17.

**BACKGROUND**

The intent of this contract is to conduct turn key public auctions, in accordance to Laws of the State of Texas (TX Department of License and Regulation), for disposal of surplus items on an as needed basis. This is the first of two - two year extension periods. There was no price increase during the last two year extension period.

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution; CABCO's auctioneer (commission) fee is 20% of the gross sales. The contract may be extended for one, additional two (2) year period. Should the vendor desire to extend the contract for the additional two year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a



month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

	<b>Cabco Auctioneering Laredo, Texas</b>
<b>Percentage of Auctioneer Commission</b>	
Surplus Property	25%
Cars & Light Trucks	20%
Heavy Trucks and Equipment	20%
<b>Flat Transportation Fee (Road worthy)</b>	
Cars & Light Trucks less than 19,500 lbs	\$ 35.00
Cars & Light Trucks greater than 19,501 lbs	\$ 35.00
<b>Flat Transportation Fee (Non-road worthy)</b>	
Cars & Light Trucks less than 19,500 lbs	\$ 35.00
Heavy Trucks and Equipment greater than 19,501 lbs but less than 33,500 lbs	\$ 65.00
Heavy Trucks and Equipment greater than 33,501 lbs but less than 64,000 lbs	\$180.00
Heavy Trucks and Equipment greater than 64,001 lbs	\$180.00
Decal and Insignia Removal per vehicle or equipment	\$ 20.00
Cost per diem to store each vehicle	\$ 0.00
Minor detailing: exterior wash & interior vacuum	\$ 0.00

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be renewed.

**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

All net revenues from these public sales will be realized in the respective departmental budgets.

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**City Council-Regular**

**Meeting Date:** 07/01/2019

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

**Staff Source:** Hector F. Gonzalez, MD, MPH, Director of Health

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**SUBJECT**

**2019-R-95** Ratifying the execution of a contract from the Texas Department of State Health Services (DSHS) Office of Border Public Health in the amount of \$14,600.00 for the City of Laredo Health Department (CLHD) to conduct binational meetings, training, health promotion and vector control events for the term from June 4, 2019 through August 31, 2020.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

On July 18, 2016, Council approved Ordinance 2016-O-089.

**BACKGROUND**

The Texas Department of State Health Services (DSHS) Office of Border Health has contracted with the City of Laredo Health Department (CLHD) to do the following:

Provide health promotion, training, surveillance and communication building unity and friendship between the health officials of sister city Nuevo Laredo health and government officials, examining health needs, problems, and available programs with particular attention and concern to the council's geographical area, and to consider how its members can promote joint actions in common benefit of the population of both sides of the border.

Hold four Los Dos Laredos Binational Health Council U.S.–Mexico border meetings during FY-19 and FY-20 and at least one Vector/ZIKA Action Day/ Health Education Event/ or Health Education Day event per year.

**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?:**  
**Source of Funds:** Office of Border Health  
**Account #:** 226-6012  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

The revenue account is 226-0000-323-4004 and the expenditure division is 226-6012 with Project Numbers HEHB18 and HEHB19.

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**Attachments**

Contract  
2019-R-95

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**INTERLOCAL COOPERATION CONTRACT**  
**DEPARTMENT OF STATE HEALTH SERVICES**  
**CONTRACT No. HHS000435300001**

**THE DEPARTMENT OF STATE HEALTH SERVICES, OFFICE OF BORDER HEALTH** ("System Agency") and **CITY OF LAREDO HEALTH DEPARTMENT** ("Local Government"), each a "Party" and collectively the "Parties," enter into the following contract to host four Binational Health Council Meetings (the "Contract") pursuant to the provisions of the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code.

**I. PARTIES**

**System Agency**

Texas Department of State Health Services  
1100 W. 49<sup>th</sup> Street, MC 1990  
Austin, Texas 78756  
Attention: Michael Avina, CTCM  
[Michael.Avina@dshs.texas.gov](mailto:Michael.Avina@dshs.texas.gov)

**Local Government**

City of Laredo Health Department  
2600 Cedar Ave PO Box 2337  
Laredo, Texas 78044-2337  
Attention: Rosario Cabello, Co-Intern City Manager  
[Rcabello@ci.laredo.tx.us](mailto:Rcabello@ci.laredo.tx.us)

**II. STATEMENT OF SERVICES TO BE PROVIDED**

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in **Attachment A -- Statement of Work**.

**III. CONTRACT PERIOD AND RENEWAL**

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and terminates on August 31, 2020, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions.

#### **IV. AMENDMENT**

The Parties to this Contract may modify this contract only through the execution of a written amendment signed by both parties.

#### **V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES**

The total amount of this Contract, including all Work Orders issued under it, shall not exceed **FOURTEEN THOUSAND SIX HUNDRED DOLLARS (\$14,600.00)**, as provided for in **Attachment B - Budget**.

#### **VI. LEGAL NOTICES**

Legal Notices under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

##### **System Agency**

Texas Department of State Health Services  
Attention: General Counsel  
1100 W. 49<sup>th</sup> Street, MC1911  
Austin, Texas 78756

##### **Local Government**

City of Laredo Health Department  
2600 Cedar Ave PO Box 2337  
Laredo, Texas 78044-2337  
Attention: Rosario Cabello, Co-Intern City Manager  
[Rcabello@ci.laredo.tx.us](mailto:Rcabello@ci.laredo.tx.us)

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

## **VII. CERTIFICATIONS**

The undersigned contracting parties certify that:

- (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- (2) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract.
- (3) the proposed arrangements serve the interest of efficient and economical administration of state government; and
- (4) the services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

The System Agency further certifies that it has statutory authority to contract for the services described in this contract under Texas Health and Safety Code, Chapter 12, including Sec. 12.071.

The Local Government further certifies that it has statutory authority to contract for the services described in this contract under Texas Health and Safety Code, Subtitle F, Chapter 121.

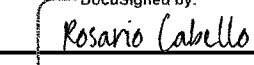
**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS000435300001**

**DEPARTMENT OF STATE HEALTH SERVICES**

**CITY OF LAREDO**

DocuSigned by:  
  
-----  
B113A6B1CFEC4CE...  
David Gruber

DocuSigned by:  
  
-----  
02A65EA7AB8B443...  
Rosario Cabello

Assistant Commissioner

Co-Intern City Manager

June 4, 2019  
-----  
Date

May 29, 2019  
-----  
Date

**THE FOLLOWING ATTACHMENTS TO ENTERPRISE AGENCY CONTRACT NO. HHS000435300001 ARE HEREBY INCORPORATED BY REFERENCE:**

**ATTACHMENT A -- STATEMENT OF WORK**

**ATTACHMENT B -- BUDGET**

**ATTACHMENT C -- UNIFORM TERMS AND CONDITIONS**



## **ATTACHMENT A INTERLOCAL STATEMENT OF WORK**

### **I. PERFORMING AGENCY RESPONSIBILITIES**

Local Government will:

A. Provide a vehicle for the promotion of unity and friendship between the health officials of neighboring cities, examining health needs, problems, and available programs with particular attention and concern to the council's geographical area, and to consider how its members can promote joint actions in common benefit of the population of both sides of the border.

B. Hold four Los Dos Laredos Binational Health Council for U.S. – México border meetings during FY-19 and FY-20 and at least one Vector/ZIKA Action Day/ Health Education Event/ or Health Education Day event per year.

### **II. PERFORMANCE MEASURES**

The Local Government will:

- Keep sign in sheets of all meetings.
- Provide Binational Health Councils for U.S. - México border (BHC) members bilingual educational flyers/presentation to members and the general public on public health issues that affect the border including Zika.
- Work with the Department of State Health Services, Office of Border Public Health (OBPH) Laredo to develop and submit a final evaluation report which will include sign in sheets, agendas and minutes of all meetings, and pictures and flyers of Health Educations Day or Zika Action Day events.

The System Agency will monitor the Performing Agency's performance of the requirements for compliance with the Contract's terms and conditions.

### **III. INVOICE AND PAYMENT**

A. Local Government will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.SystemAgency.state.tx.us/grants/forms/b13form.doc>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services  
Claims Processing Unit, MC 1940  
1100 West 49<sup>th</sup> Street  
P.O. Box 149347  
Austin, TX 78714-9347  
FAX: (512) 458-7442  
EMAIL: [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us)

B. Local Government will be paid on a monthly basis and in accordance with the Budget in **Attachment B** of this Contract. System Agency will make these payments from their current revenues.

## ATTACHMENT B-BUDGET

### FUNDING REQUEST

The Parties agree that the amounts set forth below fairly compensate the Local Government for the services to be performed by Local Government under the Contract.

#### FY19

Meetings – Coordination, Agenda, Sign-In Sheets and Minutes \$500.00 x 8	\$2,000.00
<i>Health Education Day or Vector Control Prevention Day Event:</i> Supplies, Copies, Printing	\$1,500.00
Video and Calling Services	\$ 423.00
Educational Materials & Media	\$3,000.00
Travel (Travel for Co-Presidents, Epidemiologist or special speakers in Cameron County, hotel fees, fly or fuel, parking and meals.)	\$ 377.00
<b>Total FY19</b>	<b>\$7,300.00</b>

#### FY20

Meetings – Coordination, Agenda, Sign-In Sheets and Minutes \$500.00 x 8	\$2,000.00
<i>Health Education Day or Vector Control Prevention Day Event:</i> Supplies, Copies, Printing	\$1,500.00
Video and Calling Services	\$ 423.00
Educational Materials & Media	\$3,000.00
Travel (Travel for Co-Presidents, Epidemiologist or special speakers in Cameron County, hotel fees, fly or fuel, parking and meals.)	\$ 377.00
<b>Total FY20</b>	<b>\$7,300.00</b>

**ATTACHMENT C  
UNIFORM TERMS & CONDITIONS**

HHSC Uniform Terms and Conditions Version 2.14  
Published and Effective: September 1, 2017  
Responsible Office: Chief Counsel



**TEXAS**  
**Health and Human Services**

**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions -**  
**Local Governmental Body**  
**Version 2.14**

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## 1.1.2 ARTICLE I DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.1 Definitions

As used in this Contract, unless the context clearly indicates otherwise or defined in the Signature Document, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverables” means any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“Federal Assurances” means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction projects); or Standard Form 424D (Rev. 7-97), as prescribed by OMB Circular A-102 (construction projects).

“Federal Certifications” means U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions.”

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Local Government” means the Party to this Contract that meets the definition of this term under Tex. Gov’t Code § 791.003(4).

“Parties” means the System Agency and Local Government, collectively.

“Party” means either the System Agency or Performing Agency, individually.

“Project” means the goods and/or Services described in the Signature Document or an Attachment to this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Services” means the tasks, functions, and responsibilities assigned and delegated to Local Government under the Contract.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas *Textravel*” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Subcontractor” means an individual or business that performs part or all of the obligations of Local Government under this Contract.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Local Government.

“Work” means all Services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including Deliverables.

## **1.02 Interpretive Provisions**

- A. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include

- all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
  - E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
  - F. The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
  - G. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
  - H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms.
  - I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver shall be deemed modified by the phrase “in its sole discretion.”
  - J. Time is of the essence in this Contract.

## **ARTICLE II CONSIDERATION**

### **2.01 Expenses**

Except as otherwise provided in the Contract, no ancillary expenses incurred by the Local Government in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.

When the reimbursement of travel expenses is authorized by the Contract, all such expenses shall be reimbursed in accordance with the rates set by the State of Texas *Textravel*.

### **2.02 Funding**

- A. This Contract shall not be construed as creating any debt on behalf of the State of Texas or the System Agency in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the System Agency hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- B. Furthermore, any claim by Local Government for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Local

Government, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

- C. This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Contractor will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency shall not be required to give notice and shall not be liable for any damages or losses caused or associated with such termination or cancellation.

## **ARTICLE III WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

### **3.01 Federal Assurances**

Local Government further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Local Government is in compliance with each of the requirements reflected therein.

### **3.02 Federal Certifications**

Local Government further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Local Government is in compliance with each of the requirements reflected therein. **In addition, Local Government certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

## **ARTICLE IV INTELLECTUAL PROPERTY**

### **4.01 Intellectual Property**

- A. To the extent any Work results in the creation of Intellectual Property, all right, title, and interest in and to such Intellectual Property shall vest in the System Agency upon creation and shall be deemed to be a “work made for hire” and made in the course of the services rendered pursuant to this Contract.
- B. To the extent that title to any such Intellectual Property may not by law vest in the System Agency, or such Intellectual Property may not be considered a “work made for hire,” all rights, title, and interest therein are hereby irrevocably assigned to the System Agency. The System Agency shall have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.



- C. Local Government must give the System Agency and the State of Texas, as well as any person designated by the System Agency or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond the stated amount payable to Local Government for the services authorized under this Contract.

## **ARTICLE V RECORDS, AUDIT, AND DISCLOSURE**

### **5.01 Access to records, books, and documents**

In addition to any right of access arising by operation of law, Local Government and any of Local Government's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Local Government shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Local Government shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

### **5.02 Response/compliance with audit or inspection findings**

- A. At Local Government's sole expense, Local Government must take action to ensure its or a Subcontractor's compliance with a correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the Services and Deliverables or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Whether Local Government's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the Services, Local Government must provide to HHSC upon request a copy of those portions of Local Government's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

### **5.03 SAO Audit**

Local Government understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or

investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Local Government agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Local Government will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Local Government and the requirement to cooperate is included in any Subcontract it awards.

#### **5.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Local Government to offset overpayments made to the Local Government. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Local Government understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Local Government further understands and agrees that reimbursement of such disallowed costs shall be paid by Local Government from funds which were not provided or otherwise made available to Local Government under this Contract.

#### **5.05 Public Information and Confidentiality**

Information related to the performance of this Contract may be subject to the Public Information Act and will be withheld from public disclosure or released to the public only in accordance therewith. Local Government shall make any information required under the Public Information Act available to the System Agency in portable document file (".pdf") format or any other format agreed between the Parties.

To the extent permitted by law, Local Government and the System Agency agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Local Government or the System Agency. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

#### **5.06 Data Security**

Each Party and its Subcontractors will maintain reasonable and appropriate administrative, physical, and technical safeguards to ensure the integrity and confidentiality of information exchanged in the performance of services pursuant to this Contract and protect against any reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized use or disclosure of the information in accordance with applicable federal and state laws, rules, and regulations.

Upon notice, either Party will provide, or cause its subcontractors and agents to provide, the other Party or its designee prompt access to any information security records, books, documents, and papers that relate to services provided under this Contract.

## **ARTICLE VI CONTRACT MANAGEMENT AND EARLY TERMINATION**

### **6.01 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- A. suspending all or part of the Contract;
- B. requiring the Local Government to take specific corrective actions in order to remain in compliance with term of the Contract;
- C. recouping payments made to the Local Government found to be in error;
- D. suspending and/or limiting any services and placing conditions on any such suspensions and/or limitations of services;
- E. imposing any other remedies authorized under this Contract; and
- F. imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, rule.

### **6.02 Termination for Convenience**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

### **6.03 Termination for Cause**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Local Government has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Local Government's duties under the Contract.

### **6.04 Equitable Settlement**

Any early termination under this Article shall be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

### **7.01 Technical Guidance Letters**

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency shall be incorporated into the Contract by reference herein for all purposes when it is issued.

### **7.02 Survivability**

All obligations and duties of the Local Government not fully performed as of the expiration or termination of this Contract will survive the expiration or termination of the Contract.

### **7.03 No Waiver**

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

#### 7.04 Standard Terms and Conditions

- A. In the performance of this Contract, each Party shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Each Party shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Each Party will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.
- B. All records relevant to this Contract shall be retained for a minimum of seven (7) years. The period of retention begins at the date of final payment by the System Agency, or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit or to complete any administrative proceeding or litigation that may ensue.
- C. The System Agency shall own, and Local Government hereby assigns to the System Agency, all right, title, and interest in all tangible Work.
- D. Local Government shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.
- E. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Local Government irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE SYSTEM AGENCY**
- F. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- G. Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force

Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the System Agency may terminate this Contract immediately upon written notification to Local Government.

- H This Contract, its integrated Attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.
- I. Neither party shall assign or subcontract the whole nor any part of the contract, including any right or duty required under it, without the other party's prior written consent. Any assignment made contrary to this shall be void.
- J. This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the System Agency within thirty (30) days of execution by the other Party, this Contract shall be null and void.
- K. Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," Each Party is self-insured and, therefore, is not required to purchase insurance.

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## **RESOLUTION 2019-R-95**

**RATIFYING THE EXECUTION OF A CONTRACT FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) IN THE AMOUNT OF \$14,600.00 FOR THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) OFFICE OF BORDER HEALTH MEETINGS AND EVENTS FOR THE TERM FROM JUNE 4, 2019 THROUGH AUGUST 31, 2020.**

**WHEREAS**, the Texas Department of State Health Services (DSHS) Office of Border Health has contracted with the City of Laredo Health Department (CLHD); and

**WHEREAS**, the CLHD will provide a vehicle for the promotion of unity and friendship between the health officials of neighboring cities, examining health needs, problems, and available programs with particular attention and concern to the council's geographical area, and to consider how its members can promote joint actions in common benefit of the population of both sides of the border and will hold four Los Dos Laredos Binational Health Council for U.S. – México border meetings during FY-19 and FY-20 and at least one Vector/ZIKA Action Day/ Health Education Event/ or Health Education Day event per year.

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

**Section 1:** The Co-Interim City Managers are hereby authorized to ratify the execution of a contract from the Texas Department of State Health Services (DSHS) in the amount of \$14,600.00 for the City of Laredo Health Department (CLHD) Office of Border Health meetings and events for the term from June 4, 2019 through August 31, 2020.

**Section 2:** The revenue account is 226-0000-323-4004 and the expenditure division is 226-6012 with Project Numbers HEHB18 and HEHB19.

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

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**  
**KRISTINA K. LAUREL HALE**  
**CITY ATTORNEY**

\_\_\_\_\_  
**CRISTIAN ROSAS-GRILLET**  
**ASSISTANT CITY ATTORNEY**

**City Council-Regular**

**Meeting Date:** 07/01/2019

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

**Staff Source:** Hector F. Gonzalez, MD, MPH, Director of Health

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**SUBJECT**

Ratifying the purchase of a Carrier Chiller from Temprite Mechanical, Inc. in the amount of \$81,500.00 for emergency replacement and repair of the City of Laredo Health Department Laboratory HVAC system, which is critical and essential for laboratory services and operations. Funding is available in the Capital Improvement Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The Carrier Chiller (30RAN045) requires immediate replacement in order to continue to sustain the City of Laredo Health Department's HVAC system, which is critical for laboratory operations. Temprite Mechanical, Inc. will disconnect and replace the old chiller with a new Carrier 45 Ton chiller. This includes 3HP water pmp, chilled water storage tank as well as one year warranty for parts and labor and a five year warranty on the compressors.

Funding is available through account 402-4310-533-2010, project HD1901.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that Council approve this Motion.

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**Fiscal Impact**

**Fiscal Year:**

2019

**Budgeted Y/N?:**

Y

**Source of Funds:**

Capital Improvement Fund



**Account #:** 402-4310-533-2010

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

**FINANCIAL IMPACT:**

Funding is available through the Capital Improvement Fund account #402-4310-533-2010, project HD1901.

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**Attachments**

Quote

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**TRANE®**

# Temprite Mechanical, Inc.

## Air Conditioning & Refrigeration / Commercial & Residential

June 18, 2019

CITY OF LAREDO  
HEALTH DEPARTMENT  
LAREDO, TX. 78040  
ATTN: RAMIRO MOZQUEDA

TEMPRITE MECHANICAL IS PLEASED TO OFFER FOR YOUR APPROVAL THE FOLLOWING PROPOSAL.  
TO REPLACE CARRIER CHILLER FOR THE LABORATORY AT THE 2600 CEDAR AVE.

**SCOPE OF WORK:**

DISCONNECT OLD CHILLER (30RAN045) FROM ROOF.  
REMOVE IT AND REPLACE WITH A NEW CARRIER 45 TONS CHILLER.  
INCLUDES 3 HP WATER PUMP, CHILLED WATER STORAGE TANK AND NON FUSED DISCONNECT.  
START-UP BY CARRIER FACTORY TECHNICIAN.

**TOTAL: \$81,500.00**

**WARRANTY:**

1 (ONE) YEAR PARTS AND LABOR AND 5 (FIVE) YEARS ON COMPRESSORS, (NO PARTS OR LABOR)

**EXCLUSIONS:**

GLYCOL SOLUTION FOR CHILLED WATER IS NOT INCLUDED WILL BE PROVIDED BY CUSTOMER

"For All of Your Air Conditioning & Refrigeration Needs"

*Ponciano De La Garza*

PONCIANO DE LA GARZA

Acceptance of Proposal

The above prices and conditions are satisfactory and are hereby accepted.

Authorized Signature: *Ramiro Mozqueda*

Date of Acceptance: *6-18-19*

### Thank you for your Business!

P.O. Box 3673 Laredo, TX. 78044 \*Ph. (956)726-3826\* Email: [pdelagarza@tempritelaredo.com](mailto:pdelagarza@tempritelaredo.com)

**City Council-Regular**

**Meeting Date:** 07/01/2019

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

**Staff Source:** Anita Stanley, Assistant Director, Parks and Recreation Department

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**SUBJECT**

Authorizing the Co-Interim City Managers to grant a public fireworks permit for the City of Laredo at Uni-Trade Stadium located at 6320 Sinatra Pkwy; and authorizing the Co-Interim City Managers to execute a service agreement with Magic in the Sky, LLC, for the fireworks display at the Uni-Trade Stadium in the amount of \$5,000.00. The display will take place on the evening of July 4, 2019. Funding is available in the Sports & Community Venue Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

The City of Laredo will be sponsoring a fireworks display at Uni-Trade Stadium located at 6320 Sinatra Pkwy on July 4, 2019. Magic in the Sky has been contracted as the technicians for these events and will be applying for the required permits and submitting all required documents for review and approval of the City of Laredo Fire Prevention Office. A public display of fireworks permit will also be requested by the Texas State Fire Marshal's Office.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that City Council approve this motion.

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**Fiscal Impact**

**Fiscal Year:**

2019

**Budgeted Y/N?:**

**Source of Funds:**

Sports Venue

**Account #:** 256-3112-553-5677

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

**FINANCIAL IMPACT:**

Funding is available in the Sports and Community Venue Fund.

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**Attachments**

Contract Unitrade 2019

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## CONTRACT FOR SERVICE

This contract is entered into this 1st day of July, 2019 by and between **Magic in the Sky, LLC.** of 26926 Hardy Run, Boerne, TX 78015, telephone 210-267-5371, fax 210-247-6182, designated herein as the "Seller", and the City of Laredo, designated as the "Buyer".

Seller will deliver to Buyer fireworks **for the July 4<sup>th</sup> Fireworks Spectacular Show to be conducted on July 4<sup>th</sup> 2019 at Uni-Trade Baseball Stadium as a turn-key display** and Seller may/or will make necessary substitutions of equal or greater value. Buyer agrees to allow for the performance of the fireworks display safely and in accordance with all Federal, State, and Local laws that might be applicable.

Buyer agrees to allow contractor for the safe check of the display area after the presentation of the fireworks display for any "duds" or other material that might not have ignited. Any such material found shall be disposed of as required by all Federal, State, and Local rules and regulations, or as instructed by Seller.

Buyer will furnish the minimum safety distance required per N.F.P.A. 1123 after an onsite inspection of the proposed shooting location. In no case shall spectators be allowed closer than 70 feet per shell diameter. Buyer will procure adequate monitoring to maintain these distance factors. Buyer also agrees to have adequate fire protection available on location of the display.

It is agreed and understood that Buyer will pay a proportionate price of **\$5,000**, for the fireworks ten days prior to the July 4<sup>th</sup>, 2019 **Fireworks Spectacular Show**.

It is also agreed and understood that the duration of show will be 15 minutes, along with a video and musical soundtrack.

Magic in the Sky, LLC. covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to the City of Laredo ), INDEMNIFY, AND HOLD HARMLESS the City of Laredo and the elected officials, the officers, employees, representatives, and volunteers of the City of Laredo, individually or collectively, in both their official and private capacities (the City of Laredo and the elected officials, the officers, employees, representatives, and volunteers of the City of Laredo, individually or collectively, in both their official and private capacities from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the City of Laredo, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) services of MAGIC IN THE SKY, LLC. set forth in this Agreement (ii) representations or warranties by MAGIC IN THE SKY, LLC. under this Agreement; and/or (iii) any other act or omission under or in performance of this Agreement by MAGIC IN THE SKY, LLC., its owners, directors, officers, shareholders, managers, partners, employees, agents, engineers, architects, consultants, contractors, subcontractors, invitees, patrons, guests, customers, tenants, subtenants, licensees, sublicensees, concessionaires, or any other person or entity for whom MAGIC IN THE SKY, LLC. is legally responsible, and their respective owners, directors, officers, shareholders, managers, partners, employees, agents, engineers, architects, consultants, contractors, subcontractors, invitees, patrons, guests, customers, licensees, and concessionaires (collectively, "MAGIC IN THE SKY, LLC."). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE CITY OF LAREDO, OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, SELLER liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Buyer's proportionate share of the negligence, gross negligence, or conduct that would give rise to strict liability of any kind that caused the loss. Likewise, SELLER liability for Buyer's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Buyer's proportionate share of the negligence, gross negligence, or conduct that would give rise to strict liability of any kind that caused the loss.

MAGIC IN THE SKY, LLC. shall promptly advise the City of Laredo in writing of any claim or demand related to or arising out of activities under this Agreement and shall see to the investigation and defense of such claim or demand at SELLER'S sole cost

and expense. The City of Laredo shall have the right, at the City's option and own expense, to participate in such defense without relieving MAGIC IN THE SKY, LLC. of any of its obligations hereunder

Buyer acknowledges that any balance past due is subject to a finance charge computed by a "Periodic Rate" of 1.25% per month, which is an annual percentage of 15%, applied to balance due after specified payment due date above. The Parties acknowledge and agree that any legal action commenced regarding this contract or collection shall be brought in the Circuit Court of Bexar County, Texas, and that Texas law shall govern the determination of rights, responsibilities and remedies. Buyer shall further be entirely responsible for any attorney fees and court costs incurred by Seller in enforcing its rights under this contract and to collect any unpaid balances.

MAGIC IN THE SKY, LLC  
Seller

City Of Laredo  
Purchaser

By: \_\_\_\_\_  
Authorized Agent

By: \_\_\_\_\_  
Authorized Agent

**City Council-Regular**

**Meeting Date:** 07/01/2019

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

**Staff Source:** Anita Stanley, Assistant Director, Parks and Recreation Department

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**SUBJECT**

Authorizing the Co-Interim City Managers to grant a public fireworks permit for the City of Laredo at Independence Hills Park located at 1102 N. Merida Drive; and authorizing the Co-Interim City Managers to execute a service agreement with Magic in the Sky, LLC, for the fireworks display at Independence Hills Park in the amount of \$10,000.00. The display will take place on the evening of July 4, 2019. Funding is available in the Parks & Recreation Department Budget.

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

The City of Laredo will be sponsoring a fireworks display at Independence Hills Park located at 1102 N. Merida Drive on July 4, 2019. Magic in the Sky, LLC, has been selected as the technicians for this event and will be applying for the required permits and submitting all required documents for review and approval of the City of Laredo Fire Prevention Office. A public display of fireworks permit will also be requested by the Texas State Fire Marshal's Office.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that City Council approve this motion.

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**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** y  
**Source of Funds:** General Fund  
**Account #:** 101-3110-553-5677  
**Change Order: Exceeds 25% Y/N:** n

**FINANCIAL IMPACT:**

Funding is available in the Parks & Recreation Department Budget for City Promotion.

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**Attachments**

Contract Independence Hills 2019

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## CONTRACT FOR SERVICE

This contract is entered into this 1st day of July, 2019 by and between **Magic in the Sky, LLC.** of 26926 Hardy Run, Boerne, TX 78015, telephone 210-267-5371, fax 210-247-6182, designated herein as the "Seller", and the City of Laredo, designated as the "Buyer".

Seller will deliver to Buyer fireworks **for the July 4<sup>th</sup> Fireworks Spectacular Show to be conducted on July 4<sup>th</sup> 2019 at Independence Hills Park as a turn-key display** and Seller may/or will make necessary substitutions of equal or greater value. Buyer agrees to allow for the performance of the fireworks display safely and in accordance with all Federal, State, and Local laws that might be applicable.

Buyer agrees to allow contractor for the safe check of the display area after the presentation of the fireworks display for any "duds" or other material that might not have ignited. Any such material found shall be disposed of as required by all Federal, State, and Local rules and regulations, or as instructed by Seller.

Buyer will furnish the minimum safety distance required per N.F.P.A. 1123 after an onsite inspection of the proposed shooting location. In no case shall spectators be allowed closer than 70 feet per shell diameter. Buyer will procure adequate monitoring to maintain these distance factors. Buyer also agrees to have adequate fire protection available on location of the display.

It is agreed and understood that Buyer will pay the purchase price of **\$10,000**, for the fireworks ten days prior to the July 4<sup>th</sup>, 2019 **Fireworks Spectacular Show**.

It is also agreed and understood that the duration of show will be 15 minutes, along with a video and musical soundtrack.

Magic in the Sky, LLC. covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to the City of Laredo ), INDEMNIFY, AND HOLD HARMLESS the City of Laredo and the elected officials, the officers, employees, representatives, and volunteers of the City of Laredo, individually or collectively, in both their official and private capacities (the City of Laredo and the elected officials, the officers, employees, representatives, and volunteers of the City of Laredo, individually or collectively, in both their official and private capacities from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the City of Laredo, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) services of MAGIC IN THE SKY, LLC. set forth in this Agreement (ii) representations or warranties by MAGIC IN THE SKY, LLC. under this Agreement; and/or (iii) any other act or omission under or in performance of this Agreement by MAGIC IN THE SKY, LLC., its owners, directors, officers, shareholders, managers, partners, employees, agents, engineers, architects, consultants, contractors, subcontractors, invitees, patrons, guests, customers, tenants, subtenants, licensees, sublicensees, concessionaires, or any other person or entity for whom MAGIC IN THE SKY, LLC. is legally responsible, and their respective owners, directors, officers, shareholders, managers, partners, employees, agents, engineers, architects, consultants, contractors, subcontractors, invitees, patrons, guests, customers, licensees, and concessionaires (collectively, "MAGIC IN THE SKY, LLC."). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE CITY OF LAREDO, OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, SELLER liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Buyer's proportionate share of the negligence, gross negligence, or conduct that would give rise to strict liability of any kind that caused the loss. Likewise, SELLER liability for Buyer's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Buyer's proportionate share of the negligence, gross negligence, or conduct that would give rise to strict liability of any kind that caused the loss.

MAGIC IN THE SKY, LLC. shall promptly advise the City of Laredo in writing of any claim or demand related to or arising out of activities under this Agreement and shall see to the investigation and defense of such claim or demand at SELLER'S sole cost

and expense. The City of Laredo shall have the right, at the City's option and own expense, to participate in such defense without relieving MAGIC IN THE SKY, LLC. of any of its obligations hereunder

Buyer acknowledges that any balance past due is subject to a finance charge computed by a "Periodic Rate" of 1.25% per month, which is an annual percentage of 15%, applied to balance due after specified payment due date above. The Parties acknowledge and agree that any legal action commenced regarding this contract or collection shall be brought in the Circuit Court of Bexar County, Texas, and that Texas law shall govern the determination of rights, responsibilities and remedies. Buyer shall further be entirely responsible for any attorney fees and court costs incurred by Seller in enforcing its rights under this contract and to collect any unpaid balances.

MAGIC IN THE SKY, LLC  
Seller

City Of Laredo  
Purchaser

By: \_\_\_\_\_  
Authorized Agent

By: \_\_\_\_\_  
Authorized Agent

**City Council-Regular**

**Meeting Date:** 07/01/2019

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

**Staff Source:** Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to renew contract FY15-030 with Core & Main, LP, San Antonio, Texas in an amount of up to \$1,395,114.27 for the purchase of AMI/AMR turbine water meters sizes 3" to 8", meter kits, (register/endpoint/antenna) and Unitizing Measuring Elements (UME's) for the Utilities Department. All meters meet NSF Standard 61 Certification and NSF 61 Annex F and G (lead requirements). All meters and meter kits will be ordered on an as needed basis. There was no price increase during the last extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Funding is available in the WaterWorks System Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

Approved a contract amendment on 11/5/18.

Approved a one year contract on 6/18/18.

**BACKGROUND**

This contract provides the Utilities Department with AMR/AMI water meters sizes 3" to 8", meter kits (register/endpoint/antenna) and Unitizing Measuring Elements for the Utilities Department. There will be no price increase during this extension period.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two additional one (1) year periods. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any

renewal thereof, on a month to month basis, not to exceed 3 months.

Current Items Under Contract:

Description	Meter Size	Price Range
22.1 AMR	3/4" x 3/4" to 8"	\$182.11 to \$6,912.28
22.2 AMR Kit	3/4" x 3/4" to 8"	\$127.71 to \$255.42
22.3 AMR UME	2" to 8" Compound	\$784.34 to \$1,846.99
22.4 AMI R4501	3/4" x 3/4" to 8"	\$206.20 to \$6,942.76
22.5 AMI Kit	3/4" x 3/4" to 8" Compound	\$151.81 to \$303.61
22.6 AMI UME	2" to 8" Compound	\$832.53 to \$1,895.18
AMI/AMR Turbine Meter	3" to 8"	\$1,985.50 to \$6,942.76
MACH 10 Ultrasonic Meter	3/4" X 3/4" to 2"	\$285.00 to \$617.65
PIT MIU	6" Transmitters	\$115.38 to \$128.20

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be renewed.

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**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 557-4115-532-3016  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

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**City Council-Regular**

**Meeting Date:** 07/01/2019

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

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

---

**SUBJECT**

Authorizing the Co-Interim City Managers to purchase the Wireless Flow Monitoring Equipment required to calculate the hydraulic model and design the sanitary sewer of the City, from ADS Environmental Services from Huntsville, Alabama in the amount of \$83,176.20. Funding is available in the Sewer 2018 PPF CO and Utilities Department, Wastewater Division Operational Budget.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

The flow monitoring equipment is used to measure the amount of wastewater flowing in sewer pipes, it measures the difference during rain event for inflow and infiltration analysis and is used to calculate pipe capacities and forecasting capacities for future development. The price includes six wireless monitoring systems, ten level monitors and communication and internet hosting fees.

**COMMITTEE RECOMMENDATION**

None

**STAFF RECOMMENDATION**

Approval of motion

---

**Fiscal Impact**

<b>Fiscal Year:</b>	2019
<b>Budgeted Y/N?:</b>	Y
<b>Source of Funds:</b>	Sewer 2018 PPF CO
<b>Account #:</b>	559-4275-535-9001
<b>Change Order: Exceeds 25% Y/N:</b>	N/A

**FINANCIAL IMPACT:**

Funding is available in the Sewer 2018 PFFCO and Sewer operations. Funding as follows:

559-4275-535-9001	Sewer 2019 PFFCO	\$44,641.20
559-4220-532-2400	Minor Apparatus and Tools	25,065.00
559-4220-533-3110	Communications	7,220.00
559-4220-533-5526	Consultant Fee	6,250.00

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**Attachments**

- Proposal
  - Sole Source Letter
  - Brochure Echo
  - Brochure Triton
-



340 The Bridge Street, Suite 204  
 Huntsville, AL 35806  
 256-430-3366  
[www.adsenv.com](http://www.adsenv.com)  
 A Division of ADS LLC

**ADS Contact/Signature**

Garry Wood  
 5212 Bloomsbury Way  
 Bryan, Texas 77802  
 214-683-2575  
[gwood@idexcorp.com](mailto:gwood@idexcorp.com)

**City Of Laredo**  
**9516 Daugherty Rd.**  
**Laredo, Texas 78041**  
**Angel Leon, 956-235-0977**  
[aleon@ci.laredo.tx.us](mailto:aleon@ci.laredo.tx.us)

Quote Reference	Laredo.TritonECHO.TX19
Date	1/21/2019
Terms	Net 30
Shipment	FOB Shipping Point
Delivery	30 days ARO
Price Validity	Number Days

**ADS TRITON+ ADS - Meter and Rain Gauge Systems & Spare Parts Prices - 2018 RAINALERT III**

Description	System(s)	Part Number	Quantity	Unit Retail Price	Extended Price
<b>Complete Flow Monitoring Systems (Excluding Software)</b>					
TRITON+, GL, Wireless Monitoring System. IS Rated. Includes internal modem, mini wing antenna, non-contact ultrasonic depth sensor, peak combo sensor, and installation kit.	TRITON+	FST+ Kit	6	7,310.00	43,860.00
MONITOR,LEVEL,W/PRESS,IS (includes Expanding Mounting Rod P/N 9000-0070, Mini-Wing Antenna P/N 3800-0193	ECHO	9000-ECHO-KIT2	10	2,495.00	24,950.00
<b>Web Hosting Fees</b>					
FlowView Prism Set up -Triton+	Triton+		6	100	600.00
FlowView Prism Set up -ECHO	ECHO		10	50	500.00
FlowView Prism Annual Fee -Triton+ ANNUAL)	Triton+		6	480	2,880.00
FlowView Prism Annual Fee -ECHO (annual)	ECHO		10	384	3,840.00
<b>Other</b>					
BLUETOOTH,DONGLE,BLE121LR,CLR HOUSING	ECHO	9000-0061	1	100.00	100
KIT,MAGNET,6LBS,BLUE for GSM/METER ACTIVATION	ECHO	8000-0460	1	15.00	15
<b>Shipping (ODC) and Labor</b>					
Estimated Shipping at 1% of order					688.10
Installation- Triton+,ECHO installatio assistance			5	1,250.00	6,250.00
Subtotal					83,683.10
Sales Tax	Enter tax %				

**Total Price 83,683.10**

<sup>4</sup> Profile software license included for rental period and six-months thereafter.  
<sup>3</sup> Ten monitor network minimum

**NOTES:**

- The above prices do not include labor to support the installation of the flow monitors.
- The above prices do not include any special, modified, or custom documentation or manuals that may be required. Standard ADS Environmental Services manuals, appropriate to the flow monitors delivered, are included with the equipment.
- Sale of the above equipment and software is subject to acceptance of ADS Environmental Services Equipment Sale Agreement. Activation of software requires users to execute ADS Environmental Services Software License Agreement.
- Acceptance of this proposal for the purchase of ADS Products constitutes your and/or your company's agreement to ADS' Standard Terms and Conditions of Sale found at <http://www.adsenv.com/equipt-service-terms-conditions>. ADS' Terms and Conditions supersede any terms and conditions in any documentation submitted by you and/or your company as a buyer of ADS products.
- ADS will provide installation assistance to City of Laredo crews for installation. This assistance will be conducted over 4 contiguous days.

<b>Client Name:</b>	<b>ADS LLC</b>
<b>Signature</b>	<b>Signature</b>
<b>Printed Name/Title</b>	<b>Printed Name/Title</b>
<b>Date</b>	<b>Date</b>



340 The Bridge Street  
Suite 204  
Huntsville, AL 35806  
www.adsenv.com

March 21, 2019

Angel Leon  
City of Laredo  
5816 Daugherty  
Laredo, TX 78041

Re: Sole Source Letter for ADS Flow Measurement Systems

Angel:

Please be advised that ADS LLC. is the sole manufacturer of the ADS ECHO level monitoring, ADS Triton+ flow measurement and alarming systems, and is the sole provider of factory authorized parts and repairs.

Also, be advised that ADS LLC is the sole factory authorized sales and distribution channels for all ADS products in the United States. Patent is pending on the ECHO.

If you should have any questions or need additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "J. Barry Wood".

Senior Account Manager



ADS Environmental Services

A handwritten signature in blue ink that reads "Joseph J. Goustin".  
\_\_\_\_\_  
Joseph J. Goustin, Assistant Treasurer      Date      3/25/2019A handwritten signature in blue ink that reads "Katherine Lynn McAuley".  
\_\_\_\_\_  
Katherine Lynn McAuley      3/25/2019  
Notary Public      Date





# ECHODD™

*Advanced Monitoring Solutions*



RELIABILITY



DATA INTEGRITY



MANHOLE VISIBILITY



AFFORDABILITY



Monitoring Solutions You Can Trust

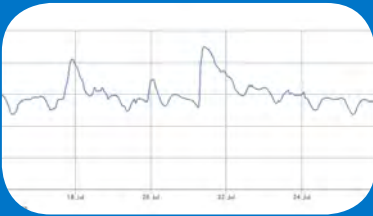
## Higher Levels of Performance for Complete System Assurance

The ADS® ECHO™ advances water and wastewater monitoring with higher levels of performance, wider range of use, and lower acquisition and operating costs. Its patented, narrow-beam ultrasonic sensor provides users with up to 20 feet of manhole depth visibility. That innovation coupled with a fixed-position sensor allows the ADS ECHO to deliver consistent, quality data that is used for critical engineering, operations and

maintenance applications. For reliable connectivity, the ADS ECHO now features communication via the LTE-M network which is designed and optimized for the Internet of Things (IoT). Finally, to make informed decisions the ADS ECHO's cloud-based software and advanced analytics platform provides fast, easy access and exceptional insights into the collection system's behavior.

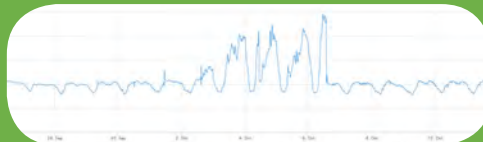
## Wide Ranging Applications Means Better Value

### Hydraulic Monitoring



The ADS ECHO captures remote site data in a cost efficient manner, enabling wider deployment of sensors that can continuously feed and update hydraulic models.

### Efficient Cleaning Process



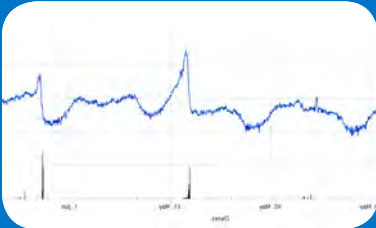
The ADS ECHO enables utilities to employ the latest cleaning practices. Continuous remote monitoring with advanced visibility assures that cleaning is performed only when needed.

### Lift/Pump Station Backup



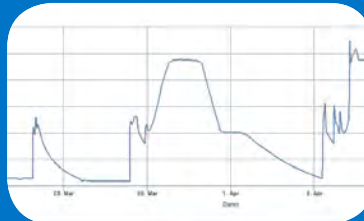
The ADS ECHO adds redundancy for monitoring critical wastewater pump stations, eliminating power outages and pump concerns.

### I&I Scouting



The ADS ECHO enhances I&I studies, specifically when coupled with the ADS TRITON+ flow monitor.

### CSO Data & Reporting



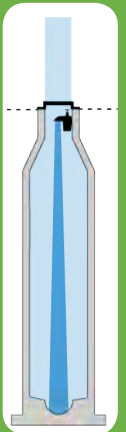
The ADS ECHO makes CSO reporting easier with automated data capture and reporting tools.

### SSO Mitigation

Uniquely providing 20 feet of visibility below the unit and up to eight feet above it, the ADS ECHO always knows the water level in a manhole and provides multiple configurable alarms for advanced warning.

### Bypass Monitoring

The ADS ECHO monitors bypass sites providing 24/7 protection against SSOs.



### Who Uses ECHO

- Field Operations
- Engineering
- Planning
- Consultants
- Construction Contractors
- Cleaning Contractors

### Where ECHO is Used In Wastewater

- Manholes
- Wastewater Pump Stations
- Siphons
- Bypasses
- Combined Sewer Regulators

### Where ECHO is Used In Storm Water

- Storm Water Vaults
- Canals
- Stream Level
- River Level

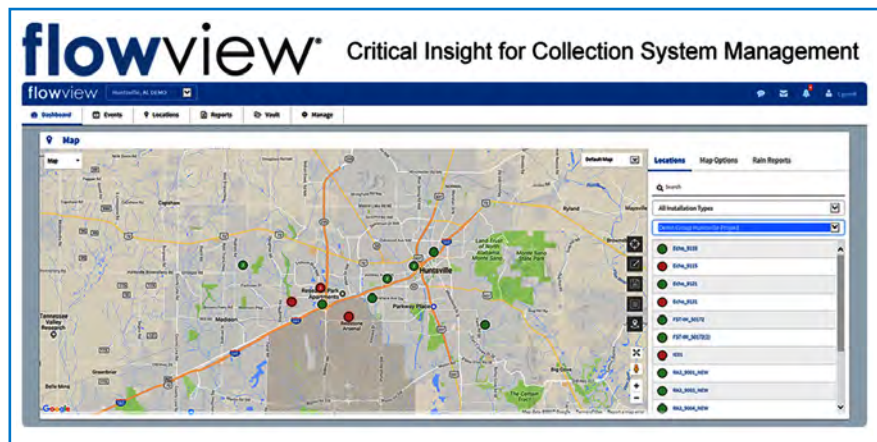
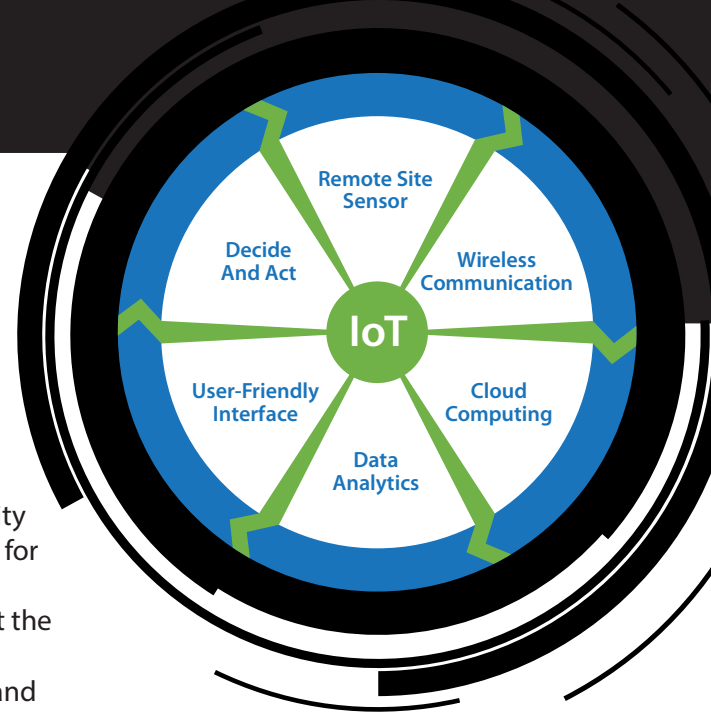
## Continuous Visibility into the Collection System

The ADS ECHO is part of the Industrial Internet of Things (IIOT) and monitors critical points where real-time data deliver meaningful value. It takes continuous measurements from remote sites and communicates wirelessly to a cloud-based system, where data is securely hosted. From there software analytics provide users with ongoing visibility into their water systems and drive decisions.

## FlowView: The Window into the Collection System

**FlowView** is comprehensive, cloud-based software providing visibility into the collection system. It provides users with the tools necessary for superior asset and operational management.

- Dashboard tools for real-time operational intelligence throughout the collection system
- Intuitive, insightful data analytics monitor network performance and assess the collection system



## System Map

- Map-based interface showing complete monitoring network and color-coded alarm status
- Quick access to site information including alarm acknowledgment
- Geographic Information System (GIS) layers and map-based rainfall reports
- Single click link to individual sites

## Configurable Dashboard

FlowView's Dashboard provides an overview of the monitor network. Drop down filters enable fast refinement of information.



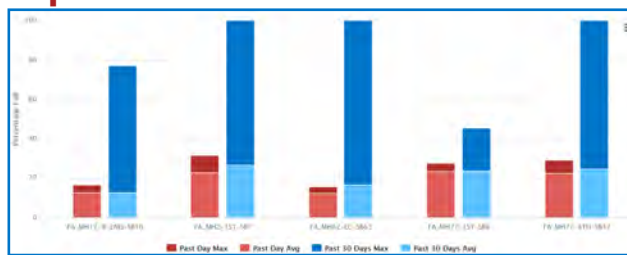
Alarm Summary

Battery Status

Communication Status

Network Notification Summary

## Reports



Generate reports and charts such as average water level

FlowView has dozens of standard, customizable reports and enables the viewing of key information through Excel, .csv, and .htm outputs.



## Alarms and Notifications

Users are notified of rain events, level abnormalities, data anomalies, and monitor status via email or text message.

# ECHO™ System Overview

## SPECIFICATIONS:

**System:** dual measurement sensors (ultrasonic and pressure), tilt alarm, battery powered, wireless communication

**Software:** cloud based with data storage, dashboard, analytics and reports

**Communications:** 3G/4G LTE-M

**Submersible:** meets IP68

**Manufacturing Quality Standard:** ISO-9001

**Intrinsically Safe:** CE, CSA, ATEX and IECEx certifications

## ECHO SYSTEM COMPONENTS:



## INSTALLATION OPTIONS:

ECHO with Tension Bar Installation



The ADS ECHO installs quickly making it easy to move from one location to another.

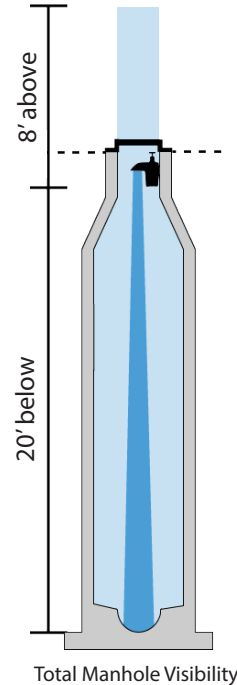
Wall Mount Bracket & Bar



Adjustable Tension Bar



## The ECHO Difference Means New Standards in Performance:



- **Total manhole visibility** – with more than 28 feet of measurement range, users have the information necessary to drive action
- **High quality data** – a fixed, in-place sensor assures consistent, accurate data with false alarms and data errors being eliminated
- **New LTE-M communications** enable secure antenna installation within the manhole with no drilling, allowing for very fast setups at many installations
- **Detect and identify blockages** days or weeks in advance
- **Multiple intrinsic safety certifications** set the ADS ECHO apart with an intense focus on safety
- **Two-year warranty** provides further assurance to the most reliable monitor in the wastewater marketplace
- **Four water level alarms** with auto-reset after the threat has passed

## TAILORED, AFFORDABLE PURCHASE PROGRAMS

### Purchase

The ADS ECHO can be purchased with options for added software and services. Every ECHO comes with a two-year product warranty.

### D-Site Equipment Leasing and System Maintenance

ADS cares for your monitoring network including equipment, software, and onsite maintenance through one low monthly fee.

### D-Site+: D-Site Equipment Leasing Plus Expert Data Analysis

D-Site+ provides the same base leasing package as D-Site and adds expert data analysis for a true full service offering.



340 The Bridge Street, Suite 204  
 Huntsville, AL 35806  
 256-430-3366  
[www.adsenv.com](http://www.adsenv.com)  
 A Division of ADS LLC

**ADS Contact/Signature**

Garry Wood  
 5212 Bloomsbury Way  
 Bryan, Texas 77802  
 214-683-2575  
[gwood@idexcorp.com](mailto:gwood@idexcorp.com)

**City Of Laredo**  
**9516 Daugherty Rd.**  
**Laredo, Texas 78041**  
**Angel Leon, 956-235-0977**  
[aleon@ci.laredo.tx.us](mailto:aleon@ci.laredo.tx.us)

Quote Reference	Laredo.TritonECHO.TX19
Date	1/21/2019
Terms	Net 30
Shipment	FOB Shipping Point
Delivery	30 days ARO
Price Validity	Number Days

**ADS TRITON+ ADS - Meter and Rain Gauge Systems & Spare Parts Prices - 2018 RAINALERT III**

Description	System(s)	Part Number	Quantity	Unit Retail Price	Extended Price
<b>Complete Flow Monitoring Systems (Excluding Software)</b>					
TRITON+, GL, Wireless Monitoring System. IS Rated. Includes internal modem, mini wing antenna, non-contact ultrasonic depth sensor, peak combo sensor, and installation kit.	TRITON+	FST+ Kit	6	7,310.00	43,860.00
MONITOR,LEVEL,W/PRESS,IS (includes Expanding Mounting Rod P/N 9000-0070, Mini-Wing Antenna P/N 3800-0193	ECHO	9000-ECHO-KIT2	10	2,495.00	24,950.00
<b>Web Hosting Fees</b>					
FlowView Prism Set up -Triton+	Triton+		6	100	600.00
FlowView Prism Set up -ECHO	ECHO		10	50	500.00
FlowView Prism Annual Fee -Triton+ ANNUAL)	Triton+		6	480	2,880.00
FlowView Prism Annual Fee -ECHO (annual)	ECHO		10	384	3,840.00
<b>Other</b>					
BLUETOOTH,DONGLE,BLE121LR,CLR HOUSING	ECHO	9000-0061	1	100.00	100
KIT,MAGNET,6LBS,BLUE for GSM/METER ACTIVATION	ECHO	8000-0460	1	15.00	15
<b>Shipping (ODC) and Labor</b>					
Estimated Shipping at 1% of order					688.10
Installation- Triton+,ECHO installatio assistance			5	1,250.00	6,250.00
Subtotal					83,683.10
Sales Tax	Enter tax %				

**Total Price** **83,683.10**

<sup>4</sup> Profile software license included for rental period and six-months thereafter.  
<sup>3</sup> Ten monitor network minimum

**NOTES:**

- The above prices do not include labor to support the installation of the flow monitors.
- The above prices do not include any special, modified, or custom documentation or manuals that may be required. Standard ADS Environmental Services manuals, appropriate to the flow monitors delivered, are included with the equipment.
- Sale of the above equipment and software is subject to acceptance of ADS Environmental Services Equipment Sale Agreement. Activation of software requires users to execute ADS Environmental Services Software License Agreement.
- Acceptance of this proposal for the purchase of ADS Products constitutes your and/or your company's agreement to ADS' Standard Terms and Conditions of Sale found at <http://www.adsenv.com/equipt-service-terms-conditions>. ADS' Terms and Conditions supersede any terms and conditions in any documentation submitted by you and/or your company as a buyer of ADS products.
- ADS will provide installation assistance to City of Laredo crews for installation. This assistance will be conducted over 4 contiguous days.

<b>Client Name:</b>	<b>ADS LLC</b>
<b>Signature</b>	_____
<b>Printed Name/Title</b>	_____
<b>Date</b>	_____

**City Council-Regular**

**Meeting Date:** 07/01/2019

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

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

---

**SUBJECT**

Authorizing Co-Interim City Managers to award and execute the construction contract to System Controls & Instrumentation, LLC (SCI), New Braunfels, Texas in the amount of \$1,342,072.00, for the City of Laredo High Service Pump Variable Frequency Drive( VFD) and Power Factor Correction at the Jefferson Street Water Treatment Plant. Construction time is two hundred and seventy (270) working days for final completion. Contract Award is subject to Texas State Energy Conservation LoanSTAR Agreement Amendment approval. Funds are available in the Water Fund - State Energy Conservation Office (SECO) Loan.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

NONE

**PREVIOUS COUNCIL ACTION**

On June 17, 2019, the City Council authorized Final Ordinance 2019-O-98 for Co-Interim City Manager to accept the SECO LoanSTAR amount increase.

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.

**BACKGROUND**

Bids for the project City of Laredo High Service Pump VFD and Power Factor Correction At Jefferson Street Water Treatment Plant were received in Laredo, Texas on April 4, 2019 and were opened on April 5, 2019. The base bid results were as follows:

Bidders	Base Bid for HSP VFD & PFC at Jefferson WTP
Rural Electric Inc.	\$1,359,835.00

System Controls & Instrumentations	\$1,342,072.00
Quantum Electric Co.	\$944,998.00

Texas Energy Engineering Services, Inc. (TEESI) Engineers of Record reviewed the documents and qualifications of all bidders which were submitted with the bid. TEESI analyzed the bids and contacted bidders for clarifications. The lowest bidder (Quantum Electric Company) withdrew the bid (see attached letter). In consideration of second lowest bidder with a clear bid document, the Consultant TEESI, recommends the award of the contract to System Controls & Instrumentation, LLC. in the amount of \$1,342,072.00.

**COMMITTEE RECOMMENDATION**

To Approve this motion

**STAFF RECOMMENDATION**

To Approve this motion

**Fiscal Impact**

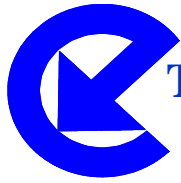
**Fiscal Year:** 2019  
**Budgeted Y/N?:** Y  
**Source of Funds:** WATER WORKS REVENUES  
**Account #:** 557-4179-538-0108  
**Change Order: Exceeds 25% Y/N:** N

**FINANCIAL IMPACT:**

Funding is available in the Waterworks SECO Loan Account number 557-4179-538-0108.

**Attachments**

COL Jefferson VFD & PFC Contractor recommendation letter 6-13-19 (T1818)  
Letter from Quantum Electric 2019-05-02



**TEXAS ENERGY ENGINEERING SERVICES, INC. (TEESI)**  
**(d/b/a TEESI Engineering)**

Austin, Laredo

June 13<sup>th</sup>, 2019

Riazul I. Mia, P.E., CFM  
Utilities Director  
City of Laredo  
5816 Daugherty  
Laredo, Texas 78041

RE: Contract Award Recommendation for SECO UAR project "City of Laredo High Service Pump VFD and Power Factor Correction at Jefferson Street Water Treatment Plant".

Mr. Mia,

We have reviewed the Bid/Proposal from System Controls & Instrumentation, LLC (SCI) for the above reference project. We find the Bid/Proposal acceptable for the project specified in the final construction documents dated February 14, 2019. The contactor has successfully answered questions related to project during the evaluation phase. Pending approval and negotiation of a contract, we recommend the contract be awarded to System Controls & Instrumentation, LLC for the bid, in the amount of \$1,342,072.

If you have any questions or comments, please call me at 956-724-1600.

Sincerely,

Jaime Gomez, P.E.  
Senior Project Manager  
Texas Energy Engineering Services, Inc.  
d/b/a TEESI Engineering  
956-286-3634 cell  
TBPE#F-3502

cc: Saleem Khan, P.E.

---

1301 S. Capital of Texas Hwy  
Capital View Center – B325  
Austin, Texas 78746  
Phone: (512) 328-2533  
Fax: (512) 328-2544

[www.teesi.com](http://www.teesi.com)  
TBPE#: F-3502

5918 McPherson Road  
Suite # 7C  
Laredo, Texas 78041  
Phone: (956) 724-1600  
Fax: (956) 724-1605





May 1, 2019

Re: Questions on bid proposal for the City of Laredo Jefferson Plant VFD and PFC project

Dear Mr. Jaime Gomez,

In response to the questions regarding our bid proposal for the City of Laredo Jefferson Plant VFD and PFC project, please see the items below.

1. After contract has been signed we need to confirm dimensions and several issues to send to manufacturing of the equipment. Square D will provide submittals for approval previous to starting work.
2. These VFD's will comply with the specified customization.
3. Square D will provide equipment dimensions and engineer to provide project drawings.
4. Square "E" will be contracted, correct this cost was covered in our bid.
5. HVAC subcontractor will be **SUNBELT AIR CONDITIONING INC, Air Conditioning/Refrigeration Contractor License # TACLA00002443C**
6. Yes, that is correct, our base bid lump sum is \$ 944, 998.00, of which \$ 802, 330.00 is for materials incorporated into the project and the balance is all other charges.
7. Our work would require approximately 8 weeks but we prefer to cover ourselves because Square D can be delayed in its manufacturing of the equipment. We would take the 270 days allowed.
8. In agreement. For six and a half years I worked as an electrical engineer in the Electrical Federal Commission in which my work among many others was the correction of the power factor in the distribution circuits of the city. I have also worked with systems of 5,000 volts, 13, 800 volts, 34, 500 volts, and 138, 000 volts in that same company. As an Electrical Contractor (Master Electrician) I have worked on 5, 000 volts doing splices and

terminations at the international airport of Laredo, TX (Roberto Ramirez, retired). I have also done work in 15, 000 volts installing the underground "XLP" cables at UISD (SAC) doing splices and terminations inside the manholes installed by ourselves (Ignacio Alaniz, UISD (956) 220-3698).

9. In agreement.

10. In agreement.

We are sending our response to the questions to confirm that our bid in the amount of \$ 944, 998.00 is correct and meets all the requirements requested in the bid documents but unfortunately due to personal reasons we have to withdraw our bid and we will not be able to do this work.

We greatly appreciate the opportunity and ask that we be considered in the future projects.

Respectfully,



Hector Velasquez

President

Quantum Electric Company

**City Council-Regular**

**Meeting Date:** 07/01/2019

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

**Initiated By:** Riazul I. Mia, P. E., CFM, Utilities Director

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

---

**SUBJECT**

Authorizing the Co-Interim City Managers to sign the permit with Kansas City Rail Road (KCS) to construct the sewer interceptor line from Zacate creek sewer treatment plant to the Chacon creek sewer interceptor. Funding is available in the 2017 Sewer Revenue Bond to pay the permit fee in the amount of \$9,375.00.

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

As part of the sewer master plan to close the Zacate creek sewer treatment plant, a sewer interceptor line needs to be constructed to transfer the sewer from zacate creek sewer plant to the South Laredo Sewer Plant. City is working with the KCS railroad to receive this permit to construct the line through the KSC yard next to the Zacate plant. The will be a one time permit fee of \$9,375.00.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Approval of the motion.

---

**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Y  
**Source of Funds:** 2017 Sewer Revenue Bond  
**Account #:** 559-4298-538-0427  
**Change Order: Exceeds 25% Y/N:** N/A

**FINANCIAL IMPACT:**

Funding is available in the Sewer 2017 Revenue Bond, account no. 559-4298-538-0427.

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## Attachments

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KCS

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**PIPELINE CROSSING CONTRACT (KCS Contract No. \_\_\_\_\_)**

**THIS AGREEMENT** is effective this 31st day of , 2018 by and between **THE TEXAS MEXICAN RAILWAY COMPANY**, a Texas statutory corporation, called herein "Railway Company", and **CITY OF LAREDO, TEXAS**, to be addressed at 5816 Daugherty Avenue, Laredo, Texas 78041, called herein "Licensee".

1. Railway Company, without any warranty or guarantee of suitability of the premises for Licensee's or any other purpose, hereby permits Licensee a license to construct, maintain, operate, use and remove a proposed sewer pipeline under Railway Company's tracks and right-of-way at Railway Company's Embargo Yard property near Mile Post TM 2.48 (Laredo Subdivision) Laredo (Webb County), Texas, the course of the pipeline being described as follows:

As indicated on print of drawing no. 17-10949 dated 8-13-2018, marked Exhibit "A", attached hereto and incorporated herein by reference.

The rights granted under this Agreement are subject to all outstanding superior rights whether or not of record (including those in favor of licensees and lessees of Railway Company's property, and others) and the right of Railway Company to renew and extend the same, and is made without covenant of title, or for quiet enjoyment. Railway Company does not warrant title and Licensee accepts the rights granted herein and shall make no claim against Railway Company for deficiency of title. Licensee acknowledges that the Railway Company's interest in Railway Company's property varies from segment to segment and may include lesser interests than fee title. Licensee shall, at Licensee's sole cost and expense, obtain any and all necessary rights and consents from parties other than Railway Company which may have or claim any right, title or interest in the property upon which the Railway Company's right-of-way is located.

2. The carrier pipe shall consist of 48.00" x 2,150' fiberglass pipe having a minimum wall thickness of 1.09" and a minimum yield point of 74 PSI and shall be encased in a 72.00" x 2,150' steel ribbed casing pipe. Maximum operating pressure of the pipeline shall not be greater than 0 psi (gravity flow). Licensee expressly agrees that its under-track installation shall be by tunneling method and that no boring or excavation shall occur within Railway Company's property, nor shall any boring occur in the track embankment. The angle of the pipeline crossing beneath Railway Company's property and tracks shall be no less than 56°.

The pipeline shall be laid at a minimum depth of 23.5' below the bottom of Railway Company's base of rail and at a minimum depth of 29' below ground level at all other points on the right-of-way. Excavations made on Railway Company's property shall be promptly refilled by Licensee, the earth well tamped, and the ground left in the same condition as before laying of the pipeline. Licensee shall remove from Railway Company's property all earth excavated as a result of the installation that is not used to refill excavation as stated in the immediately preceding sentence, and shall promptly and properly dispose of same off site.

The pipeline shall be maintained so as to prevent the escape of its contents being conveyed. Connections or valves shall not be placed in the pipeline nearer than forty feet (40') from the center of Railway Company's nearest track. Further, the pipeline and its operation and use, shall comply with any and all applicable governmental laws, rules, and regulations.

**EEO REQUIREMENT.** THE PARTIES HEREBY INCORPORATE THE REQUIREMENTS OF 41 CFR §§ 60-1.4(A), 60-300.5(A), AND 60-741.5(A) AND 29 CFR SECTION PART 471, APPENDIX A TO SUBPART A, IF APPLICABLE. THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED INDIVIDUALS BASED ON THEIR STATUS AS

PROTECTED VETERANS OR INDIVIDUALS WITH DISABILITIES, AND PROHIBIT DISCRIMINATION AGAINST ALL INDIVIDUALS BASED ON THEIR RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN. MOREOVER, THESE REGULATIONS REQUIRE THAT COVERED PARTIES TAKE AFFIRMATIVE ACTION TO EMPLOY AND ADVANCE IN EMPLOYMENT INDIVIDUALS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, PROTECTED VETERAN STATUS, OR DISABILITY.

If required by Railway Company, gates and check valves shall be placed in convenient locations. Licensee agrees that no hydrostatic pressure testing shall be allowed unless the carrier pipe has been encased in a steel casing meeting Railway Company and AREMA specifications.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Railway Company's employees or property in any way, or the operation of trains or cars. The location of the pipeline shall be marked, with markers maintained and plainly visible at the right-of-way lines.

3. Licensee shall promptly make necessary repairs to the pipeline, and, in the event of Licensee's failure to do so, repairs may be made by Railway Company at Licensee's expense, which cost Licensee expressly agrees to pay upon presentation of the bill.

Should Railway Company at any time decide a change in the location or other changes in the pipeline are desirable, Licensee will at its cost make the changes at Railway Company's request, and, upon the failure of Licensee to do so, Railway Company may make such changes at Licensee's expense, which expense Licensee expressly agrees to pay upon receipt of the bill.

**LICENSEE HEREBY ASSUMES ANY AND ALL RISKS ARISING OUT OF, INCIDENT TO, OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE. IN CONSIDERATION OF THE PRIVILEGES HEREIN GRANTED, LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND ANY OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS, AS THE CASE MAY BE, FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, OUTLAYS, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING IN OR BASED UPON TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) INCLUDING ATTORNEYS' FEES, WHICH MAY BE INCURRED ON ACCOUNT OF INJURY TO OR DEATH OF ANY PERSON WHOMSOEVER, OR LOSS OF OR DAMAGE TO ANY PROPERTY IN ANY WAY, DIRECTLY OR INDIRECTLY, RESULTING FROM, ARISING OUT OF, OR CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE BY LICENSEE OR BY ANYONE ACTING IN ITS BEHALF, ITS OR THEIR, AS THE CASE MAY BE, EXERCISE OF OR PERFORMANCE OF OR ITS OR THEIR FAILURE TO EXERCISE OR PERFORM ANY OF THE RIGHTS, PRIVILEGES, DUTIES OR OBLIGATIONS GRANTED OR IMPOSED UNDER THE PROVISIONS OF THIS AGREEMENT. LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM AND AGAINST THEIR OWN NEGLIGENCE, EXCEPT FOR SUCH INJURY, DEATH, LOSS OR DAMAGE WHICH MAY BE DUE TO THE SOLE ACTIVE NEGLIGENCE OF RAILWAY COMPANY, ITS OFFICERS,**

**AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS, OR EMPLOYEES. LICENSEE HEREBY RELEASES RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER THE TRACKS FROM ANY DAMAGE TO THE PIPELINE FROM ANY CAUSE WHATSOEVER.**

4. It shall be the exclusive duty and responsibility of Licensee to inspect the property subject to this Agreement to make sure that it is safe for the entry of its employees, agents and contractors. Licensee shall advise all of its employees, agents and contractors entering the property of any safety hazards on the property, including, without limitation, the presence of moving vehicles, buried cables, tripping hazards and overhead wires. Licensee shall instruct all of its employees, agents and contractors entering the property that all persons, equipment and supplies must maintain a distance of at least twenty-five feet (25') from the centerline of the track unless authorized by the on-site railroad flagman to be closer than twenty-five feet (25'). Licensee shall ensure that no personnel, equipment or supplies under its control are within the clearance point of the track when moving railroad equipment may be seen from or heard at the property subject to this Agreement. Finally, Licensee shall adopt, publish and enforce safety rules for its employees, agents and contractors that will be on Railway Company's right of way consistent with the requirements of this Section.

5. Rights herein granted are personal and may not be assigned without Railway Company's written consent. The provisions of this Agreement shall be binding upon the successors and permitted assigns of both parties.

6. Upon termination of this Agreement, Licensee shall fill pipeline with a suitable flow able fill material and seal (casings abandoned or replaced by new location work shall be backfilled by methods and materials as directed by the Engineer). The location of abandoned facilities shall be recorded and records maintained by the pipeline owner. Licensee shall restore the property to its original state. Upon failure of Licensee to fill the pipeline and restore the property to its original state, Railway Company may fill it and restore the property to its original state at Licensee's expense, which cost and expense Licensee agrees to pay.

7. Licensee shall not enter nor commence construction on or under Railway Company's property or right-of-way unless accompanied by a Railway Company qualified construction observer and flagger to oversee Licensee's work on Railway Company's property or right-of-way. Licensee will be responsible for all construction observer, flagging and mobilization costs, herein referred to as "Services", and arranging for these necessary Services associated with the installation. To enable arrangements to oversee for these Services that are to be performed under this Agreement, Licensee must submit a written scheduling request to Railway Company's Scheduling Agent, hereinafter referred to as "Scheduling Agent", which request is received by the Scheduling Agent for approved Railway Company qualified construction observer and flagging contractor a minimum of thirty (30) Business Days in advance before Licensee proposes to commence work on or under Railway Company's property or right-of-way. (A "Business Day" is any day Monday through Friday which is neither a federal holiday nor a state holiday at the address of Railway Company's scheduling agent stated below.) The request must contain Licensee's name, the date of this Agreement, the location of the work to be performed, and how many consecutive Business Days will be required for Licensee to complete the work. Licensee's request must be delivered to Scheduling Agent by contacting Bartlett & West at 785-228-3101 to leave a message and/or by sending an email to [kcscrossings@bartwest.com](mailto:kcscrossings@bartwest.com).

Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing these Services, reimburse Scheduling Agent for all of their costs and expenses of providing an inspection, flagging and mobilization prior to installation.

Railway Company's designation of a company or individual as a Railway Company "qualified" flagger or flagger provider, or Scheduling Agent, shall be construed solely as Railway Company's willingness to allow said individual or entity to provide Services on Railway Company's property or right-of-way without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said Scheduling Agent by Railway Company. All flaggers or Scheduling Agents provided herein shall be treated solely as independent contractors of Licensee, with no relationship to Railway Company, for all purposes herein. Licensee and its agents, employees and contractors will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve Licensee of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the licensed area. The actions or inactions of the flagger shall be construed for all purposes herein as the actions or inactions of the Licensee, and shall be governed by Licensee's duties of indemnification, and saving harmless under Section 3 of this Agreement.

If Licensee's scheduling request fails to reach Scheduling Agent at least thirty (30) Business Days before Licensee's proposed commencement of work, Railway Company may refuse to allow commencement of the work on the Licensee's proposed commencement date. If Railway Company will not allow the work to proceed on Licensee's proposed commencement date because the scheduling request did not reach Scheduling Agent in time, Railway Company will inform Licensee of this fact as promptly as possible and work with Licensee to arrange an alternative commencement date for the work.

The construction observer and flagger will remain at the site on a reasonably continuous basis to oversee the work, and charges will accrue for each day spent awaiting the completion of the work and the installation of appropriate signs marking where Licensee's facilities enter and leave Railway Company's property and right-of-way. If installation takes longer than contracted for with Scheduling Agent, Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing the inspection, flagging and mobilization, reimburse Scheduling Agent for all of Scheduling Agent's costs and expenses of providing an inspector, flagger and mobilization.

Once Licensee has submitted its scheduling request to Scheduling Agent, should Licensee require a change to the scheduled date, Licensee shall provide Scheduling Agent at least two (2) Business Days' notice prior to the requested start date of the work. If Licensee fails to provide two (2) Business Days' notice of the change, Licensee shall be charged, and agrees to pay, the daily rate, and any travel costs actually incurred, for the construction observer, flagging and mobilization for one (1) day.

8. Licensee agrees to pay to Railway Company for the use of Railway Company's property and the privilege hereby granted, such use and privilege being expressly limited to the facilities described in Section 1 above, the one-time sum of NINE THOUSAND THREE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$9,375.00) upon execution of this Agreement. Licensee shall pay Railway Company an additional license fee, set in accordance with Railway Company's then current fee schedule, for any additional pipelines, wires or facilities permitted by Railway Company and associated with the crossing.

9. The term of this Agreement shall be for a period of ten (10) years, beginning on the date first written above, and will automatically renew at the end of the initial ten (10) year term for additional one (1) year periods until cancelled by either party upon thirty (30) days advance notice. Notwithstanding the above, either party may terminate this Agreement at any time upon thirty (30) days written notice.

10. Environmental Protection: Licensee shall not permit hazardous waste, hazardous substances or hazardous materials (as those terms are defined in any federal, state or local law, rule, regulation or ordinance) on or in the area covered by this Agreement without the written consent of Railway Company.



Licensee shall at all times keep the area covered by this Agreement in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste therein. Should any discharge, leakage, spillage or emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the area covered by this Agreement due to Licensee's use and occupancy thereof, Licensee, at its sole cost and expense, shall clean all property affected thereby, to the satisfaction of Railway Company and any governmental body having jurisdiction thereover.

Licensee shall comply with all applicable ordinances, rules, regulations, requirements and laws whatsoever including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by Railway Company. **IF, AS A RESULT OF LICENSEE'S OPERATION HEREUNDER, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS VIOLATED, OR IF, AS A RESULT OF ANY ACTION BY LICENSEE, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE AREA COVERED BY THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), LICENSEE SHALL INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, IMPOSED UPON OR INCURRED BY RAILWAY COMPANY, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.**

**FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM FOR DEATH, INJURY, LOSS OR DAMAGE RESULTING TO RAILWAY COMPANY'S EMPLOYEES OR PROPERTY, OR TO LICENSEE OR LICENSEE'S EMPLOYEES OR PROPERTY, OR TO ANY OTHER PERSONS OR THEIR PROPERTY, AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, ARISING FROM, RELATED TO OR HAPPENING IN CONNECTION WITH THE USE OF THE AREA COVERED BY THIS AGREEMENT BY LICENSEE AND ITS AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND CONTRACTORS.**

**FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE FURTHER AGREES THAT ITS OBLIGATION OF INDEMNIFICATION AND SAVING HARMLESS HEREUNDER SHALL BE STRICT AND ABSOLUTE AND SHALL REMAIN IN FULL EFFECT IRRESPECTIVE OF ANY NEGLIGENCE ON THE PART OF RAILWAY COMPANY.**

11. So long as this Agreement is in effect Licensee agrees that it will require all of its contractors and subcontractors to maintain comprehensive general liability and contractual liability insurance with minimum limits of two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) aggregate. Licensee's contractors and subcontractors shall provide automobile liability coverage in the amount of one million dollars (\$1,000,000.00) combined single limit. In addition,

Licensee's contractors and subcontractors shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Railway Company's property. Licensee's contractors and subcontractors must also provide a Railroad Protective Liability Insurance policy naming the Railway Company as the Named Insured with coverage limits of at least two million dollars (\$2,000,000.00) per occurrence and six million dollars (\$6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to Railway Company. Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during the term of the Agreement. A certificate of insurance will be provided to Railway Company by Licensee's contractors and subcontractors, reasonably satisfactory to Railway Company in form and content, evidencing that all required coverage is in force and have been endorsed to provide that no policy will be canceled or materially altered without first giving the Railway Company thirty (30) day's prior written notice. Commercial general liability policy will name Railway Company as an additional insured and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Railway Company. All policies will be primary to any insurance or self-insurance the Railway Company may maintain for acts or omissions of Licensee's contractors and subcontractors or anyone for whom Licensee is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of Licensee's contractors and subcontractors. Licensee's contractors and subcontractors will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this Section limits Licensee's contractors and subcontractors' liability to the Railway Company to the limits of insurance certified or carried by Licensee's contractors and subcontractors. All contractors and subcontractors utilized by Licensee in performance of this Agreement, must meet the insurance requirements. If a subcontractor does not meet the coverage requirements of this Section, subcontractor must supplement the deficient areas of coverage.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in duplicate by their authorized representatives as of the date first above written.

**THE TEXAS MEXICAN RAILWAY COMPANY**

By: \_\_\_\_\_  
Srikanth Honnur, P.E.

Title: Track and Bridge Construction Director

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

**CITY OF LAREDO, TEXAS**

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

Title: \_\_\_\_\_

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

**City Council-Regular**

**Meeting Date:** 07/01/2019

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

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

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**SUBJECT**

Consideration to award a contract, for the purchase of computer data storage, servers and networking equipment for the Utilities Department, to Network Alliance, LLC., San Antonio, Tx., through Texas Department of Information Resources (DIR) contract pricing, in the amount of \$487,803.25. Funding is available in the Water and Sewer Construction Funds, Utility I.S. Improvement projects.

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

The system will help the Utilities department offer the highest levels of reliability and performance as well as providing a more secure and manageable environment. Centralized storage capacity providing effective growth into the future. Providing foundation that gives the utilities department flexibility to increase storage needs as required for future projects. As well as, giving us the ability to share information amongst the staff in the Utilities department and also establish a file management system. Storage Area Network (SAN) will allow Utilities department to centralize all utilities data from Surveillance video, E-mail, Database information, CIS, SCADA, and user home directories. Enhance the department's redundancy and disaster recovery capabilities. Project planning, design, implementation, system testing, knowledge transfer and documentation are all included in the total price.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Approval of Motion

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**Fiscal Impact**

<b>Fiscal Year:</b>	2019
<b>Budgeted Y/N?:</b>	Y
<b>Source of Funds:</b>	General Revenues

**Account #:** 557-4150-538-0386

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

**FINANCIAL IMPACT:**

Funding is available in the Water and Sewer Utility I.S. Improvement Project Accounts 557-4150-538-0386 (50%) and 559-4240-538-0391 (50%).

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**Attachments**

Quote

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We have prepared a quote for you

VDI and SAN upgrade UTILITIES DEPT

Quote # 001225  
Version 6

Prepared for:

City of Laredo

Arturo Gavilanes  
agavilanes@ci.laredo.tx.us



Wednesday, May 22, 2019

City of Laredo  
Arturo Gavilanes  
5816 Daugherty  
Laredo, TX 78041

Dear Arturo,  
**Please reference the following on your Purchase Order.**

**Contract DIR-TSO -  
4167**

Rod Tanner  
Account Executive  
Network Alliance LLC

## Hardware

#	Item	Description	Price	Qty	Ext. Price
1	N9K-C93180YCEXB18 Q	2 Nexus 93180YC-EX with 8 QSFP-40G-SR-BD	\$26,360.24	2	\$52,720.48
2	CON-SNT-93180YB1	SNTC-8X5XNBD 2 Nexus 93180YC-EX w	\$0.00	2	\$0.00
3	N9K-C93180YC-EX-B	Nexus 93180YC-EX bundle PID	\$0.00	2	\$0.00
4	CON-SNT-93180YBN	SNTC-8X5XNBD Nexus 93180YC-EX bun	\$1,711.58	2	\$3,423.16
5	N3K-C3064-ACC-KIT	Nexus 3K/9K Fixed Accessory Kit	\$0.00	2	\$0.00
6	QSFP-40G-SR-BD	QSFP40G BiDi Short-reach Transceiver	\$0.00	8	\$0.00
7	N9K-C93180YC-EX-B	Nexus 93180YC-EX bundle PID	\$0.00	2	\$0.00
8	CON-SNT-93180YBN	SNTC-8X5XNBD Nexus 93180YC-EX bun	\$1,711.58	2	\$3,423.16
9	N3K-C3064-ACC-KIT	Nexus 3K/9K Fixed Accessory Kit	\$0.00	2	\$0.00
10	QSFP-40G-SR-BD	QSFP40G BiDi Short-reach Transceiver	\$0.00	8	\$0.00
11	NXOS-9.2.2	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.2.2	\$0.00	2	\$0.00
12	CAB-9K12A-NA	Power Cord 125VAC 13A NEMA 5-15 Plug North America	\$0.00	4	\$0.00
13	NXA-PAC-650W-PE	Nexus NEBs AC 650W PSU - Port Side Exhaust	\$0.00	4	\$0.00
14	NXA-FAN-30CFM-F	Nexus 2K/3K/9K Single Fan port side exhaust airflow	\$0.00	8	\$0.00
15	NXOS-AD-XF	NX-OS Advantage License for Nexus 9300 (10G+) Platforms	\$7,048.19	2	\$14,096.38
16	CON-ECMU-N9SWADXF	SWSS UPGRADES NX-OS Advantage Lice	\$1,694.34	2	\$3,388.68
17	NXOS-9.2.2	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.2.2	\$0.00	2	\$0.00
18	CAB-9K12A-NA	Power Cord 125VAC 13A NEMA 5-15 Plug North America	\$0.00	4	\$0.00

## Hardware

#	Item	Description	Price	Qty	Ext. Price
19	NXA-PAC-650W-PE	Nexus NEBs AC 650W PSU - Port Side Exhaust	\$0.00	4	\$0.00
20	NXA-FAN-30CFM-F	Nexus 2K/3K/9K Single Fan port side exhaust airflow	\$0.00	8	\$0.00
21	NXOS-AD-XF	NX-OS Advantage License for Nexus 9300 (10G+) Platforms	\$7,048.19	2	\$14,096.38
22	CON-ECMU-N9SWADXF	SWSS UPGRADES NX-OS Advantage Lice	\$1,694.34	2	\$3,388.68
23	HX2X0C-M5S	Cisco Hyperconverged System	\$0.00	1	\$0.00
24	HX-FI-6332-16UP	UCS 6332-16UP 1RU FI/No PSU/24 QSFP+ 16UP/4x40G Lic/8xUP Lic	\$16,377.11	2	\$32,754.22
25	CON-SNTP-FI633216	3YR SNTC 24X7X4OS UCS 6332-16UP 1RU FI/No PSU/24 QSFP+ 16UP/	\$5,535.90	2	\$11,071.80
26	N10-MGT015-HX	UCS Manager v3.2-1 for HyperFlex	\$0.00	2	\$0.00
27	UCS-FAN-6332	UCS 6332 Fan Module	\$0.00	8	\$0.00
28	UCS-ACC-6332	UCS 6332 Chassis Accessory Kit	\$0.00	2	\$0.00
29	UCS-PSU-6332-AC	UCS 6332 Power Supply/100-240VAC	\$387.95	4	\$1,551.80
30	CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	\$0.00	4	\$0.00
31	QSFP-H40G-CU3M	40GBASE-CR4 Passive Copper Cable 3m	\$69.28	6	\$415.68
32	HX240C-M5SX	Cisco HyperFlex HX240c M5 Node	\$1,420.18	4	\$5,680.72
33	CON-SNTP-240CM5SX	SNTC 24X7X4 Cisco HyperFlex HX240c M5 Node	\$4,189.69	4	\$16,758.76
34	HX-CPU-4114	2.2 GHz 4114/85W 10C/13.75MB Cache/DDR4 2400MHz	\$720.48	8	\$5,763.84
35	HX-MR-X32G2RS-H	32GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v	\$595.78	48	\$28,597.44
36	HX-PCI-1-C240M5	Riser 1 incl 3 PCIe slots (x8, x16, x8)	\$55.14	4	\$220.56
37	HX-PCI-2B-240M5	Riser 2B incl 3PClslots(x8,x16,x8)+2NVMe(1cnctr)supportsGPU	\$55.14	4	\$220.56
38	HX-SD240G61X-EV	240GB 2.5 inch Enterprise Value 6G SATA SSD	\$203.40	4	\$813.60
39	HX-M2-240GB	240GB SATA M.2	\$148.25	4	\$593.00



## Hardware

#	Item	Description	Price	Qty	Ext. Price
40	HX-MLOM-C40Q-03	NOT PROVIDED FOR THIS UPDATE	\$607.42	4	\$2,429.68
41	HX-MSD-32G	32GB Micro SD Card for UCS M5 servers	\$60.96	4	\$243.84
42	HX-RAILB-M4	Ball Bearing Rail Kit for C220 M4 and C240 M4 rack servers	\$60.96	4	\$243.84
43	UCSC-HS-C240M5	Heat sink for UCS C240 M5 rack servers 150W CPUs & below	\$0.00	8	\$0.00
44	UCSC-BBLKD-S2	UCS C-Series M5 SFF drive blanking panel	\$0.00	36	\$0.00
45	UCS-MSTOR-M2	Mini Storage carrier for M.2 SATA/NVME (holds up to 2)	\$0.00	4	\$0.00
46	HX240C-BZL-M5S	HX240C M5 Security Bezel	\$0.00	4	\$0.00
47	UCSC-RSAS-240M5X	C240 Rear UCS-RAID-M5HD SAS cbl-1kitinclfan,bkpln	\$0.00	4	\$0.00
48	HX-SAS-M5HD	Cisco 12G Modular SAS HBA for up to 26 drives	\$469.14	4	\$1,876.56
49	HX-HD18TB10K4KN	1.8TB 12G SAS 10K RPM SFF HDD (4K)	\$531.49	60	\$31,889.40
50	HX-VSP-EPL-D	Factory Installed - VMware vSphere6 Ent Plus SW+Lic (2 CPU)	\$4,061.42	4	\$16,245.68
51	CON-ECMU-HXVSEPLD	SWSS UPGRADES Factory Installed - VMware vSphere6 Ent Plus S	\$5,824.77	4	\$23,299.08
52	HX-VSP-EPL-DL	Factory Installed - VMware vSphere6 Enterprise Plus SW Dnld	\$0.00	4	\$0.00
53	HX-PSU1-1600W	Cisco UCS 1600W AC Power Supply for Rack Server	\$257.43	8	\$2,059.44
54	CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	\$0.00	8	\$0.00
55	UCS-M10CBL-C240M5	C240M5 NVIDIA M10 Cable	\$0.00	4	\$0.00
56	HX-GPU-M10	NVIDIA M10	\$2,424.70	4	\$9,698.80
57	CON-SNTP-HXGPUM10	SNTC 24X7X4 NVIDIA M10	\$580.78	4	\$2,323.12
58	NV-GRDPC-1-3S	GRID Software for NVIDIA VDI PC 1CCU; 3Yr SUMS Reqd	\$77.59	4	\$310.36
59	NV-GRID-PCP-3YR	NVIDIA GRID Production SUMS - VDI PC 1CCU - 3 Year	\$58.19	4	\$232.76
60	HX-SD16T123X-EP	1.6TB 2.5in Enterprise Performance 12G SAS SSD(3X endurance)	\$2,323.83	4	\$9,295.32

## Hardware

#	Item	Description	Price	Qty	Ext. Price
61	HXDP-P001-3YR=	Cisco HyperFlex Data Platform Enterprise Edition 3 Yr Subscr	\$0.00	4	\$0.00
62	HXDPP001-3YR	HyperFlex Data Platform Enterprise Edition 3 Year Subscripti	\$12,345.18	4	\$49,380.72
63	SFP-10G-SR=	10GBASE-SR SFP Module	\$431.57	8	\$3,452.56
64	DS-SFP-FC8G-SW=	8 Gbps Fibre Channel SW SFP+, LC, Spare	\$112.77	4	\$451.08
65	VMW-VCS-STD-3A=	VMware vCenter 6 Server Standard, 3 yr support required	\$4,815.27	1	\$4,815.27
66	CON-ISV1-VCXSTD3A	VCenter Server STD for vSphere 1-Inst; ANNUAL List 3-YR Reqd	\$3,438.30	1	\$3,438.30
67	UCS-VMW-TERMS	Acceptance of Terms, Standalone VMW License for UCS Servers	\$0.00	1	\$0.00
68	C1-ECS-WOM	C1 Cisco Workload Optimization Manager	\$0.00	1	\$0.00
69	C1-3Y-SVC-TRK	C1 Subscription - Service Contract Tracking 3YR	\$0.00	1	\$0.00
70	C1-ECS-WOM-S	C1 Cisco Workload Optimization Manager - Standard Edition	\$0.00	50	\$0.00
71	C1-WOM-S-0K2K-3Y	C1 Cisco WOM - Standard 1-2000 qty. 3 yr. Per VM	\$332.67	50	\$16,633.50
72	HX-FI-6332-16UP	UCS 6332-16UP 1RU FI/No PSU/24 QSFP+ 16UP/4x40G Lic/8xUP Lic	\$16,377.11	2	\$32,754.22
73	CON-SNT-FI633216	SNTC 24X7X4OS UCS 6332-16UP 1RU FI/No PSU/24 QSFP+ 16UP/	\$4,125.95	2	\$8,251.90
74	N10-MGT015-HX	UCS Manager v3.2-1 for HyperFlex	\$0.00	2	\$0.00
75	UCS-ACC-6332	UCS 6332 Chassis Accessory Kit	\$0.00	2	\$0.00
76	UCS-FAN-6332	UCS 6332 Fan Module	\$0.00	8	\$0.00
77	UCS-PSU-6332-AC	UCS 6332 Power Supply/100-240VAC	\$387.95	4	\$1,551.80
78	CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	\$0.00	4	\$0.00
79	QSFP-H40G-CU3M	40GBASE-CR4 Passive Copper Cable 3m	\$69.28	4	\$277.12
80	TRN-CLC-055	Miscellaneous (10 credits)	\$0.00	9	\$0.00

Subtotal: \$420,133.25

## Services

#	Item	Description	Price	Qty	Ext. Price
81	Pro-Services	<p>Design, Planning, Installation, Testing and Documentation</p> <p><b>Project Objectives and Scope</b></p> <p>Experienced Network Alliance certified personnel will work closely with Customer staff to manage all components defined within this statement of work (SOW), which includes:</p> <p><b>Objectives</b></p> <ul style="list-style-type: none"> <li>• Network Alliance will install and configure Cisco HyperFlex Solution – VMWare</li> <li>• Network Alliance will migrate existing VMs from existing NetApp and ESX host to HyperFlex cluster</li> </ul> <p><b>Migration</b></p> <ul style="list-style-type: none"> <li>• Host vMotion all non-VDI VMs from legacy ESX to HXAF ESX cluster</li> <li>• Storage vMotion all non-VDI VMs to HXDP datastores</li> </ul> <p><b>VDI System</b></p> <ul style="list-style-type: none"> <li>• Replace VDI/VMWare vSphere infrastructure <ul style="list-style-type: none"> <li>◦ Setup and install vCenter 6.0 and ESXi 6.0</li> <li>◦ Virtual to Virtual migration of existing servers to new infrastructure(4-6 servers).</li> </ul> </li> <li>• Upgrade View environment <ul style="list-style-type: none"> <li>• Setup new Security Server</li> <li>• Setup new 2 Connections Servers</li> <li>• Setup new Composer Server</li> <li>• Setup new Profile Server for Persona Management</li> <li>• Install and Setup NVIDIA Grid Licensing server</li> <li>• Install Wildcard cert</li> <li>• Assist with creation of Windows 10 CBB and Windows 7 golden images(3 images included)</li> <li>• Review Java based applications to determine if policies can allow it to run on newer versions of Java</li> </ul> </li> </ul>	\$59,670.00	1	\$59,670.00

## Services

#	Item	Description	Price	Qty	Ext. Price
		<ul style="list-style-type: none"> <li>• Test and Troubleshoot with City of Laredo</li> </ul> <p><b>Switching Infrastructure</b></p> <ul style="list-style-type: none"> <li>• Rack, stack, and cable                             <ul style="list-style-type: none"> <li>○ Qty. 2 – Cisco Nexus Switches</li> <li>○ Reconnect cabling to existing network and hosts</li> </ul> </li> <li>• Configuration                             <ul style="list-style-type: none"> <li>○ Install latest version of NX-OS software</li> <li>○ Configure Nexus switches to operate as current switches do today</li> <li>○ Validate network connectivity for all connected hosts</li> <li>○ Enable Jumbo Frames throughout entire path between Hyperflex clusters</li> </ul> </li> </ul> <p><b>Cisco Hyperflex</b></p> <ul style="list-style-type: none"> <li>• Rack, stack, and cable                             <ul style="list-style-type: none"> <li>○ Qty. 4 – Cisco UCS 6332-16UP Fabric Interconnects</li> <li>○ Qty. 4 – Cisco HX240 Hyperflex Nodes</li> <li>○ Connect cabling from HX nodes to Fabric Interconnects</li> <li>○ Connect cabling from Fabric Interconnects to switching infrastructure</li> </ul> </li> <li>• Configuration                             <ul style="list-style-type: none"> <li>○ Upgrade server firmware to latest recommended release</li> <li>○ Install latest recommended release of HXDP software on all nodes</li> <li>○ Install VMware ESXi 6.x on new C240 servers</li> <li>○ Connect Hyperflex environment to existing NetApp storage and prepare to present storage to VMware</li> </ul> </li> </ul> <p><b>VDI Environment</b></p> <ul style="list-style-type: none"> <li>• Replace VDI/VMWare vSphere infrastructure                             <ul style="list-style-type: none"> <li>○ Perform virtual migration of existing servers to new infrastructure (4-6 servers).</li> <li>○ Migrate up to 150 virtual desktops</li> </ul> </li> </ul>			

## Services

#	Item	Description	Price	Qty	Ext. Price
		<ul style="list-style-type: none"> <li>• Upgrade View environment               <ul style="list-style-type: none"> <li>○ Setup new Security Server</li> <li>○ Setup new 2 Connections Servers</li> <li>○ Setup new Composer Server</li> <li>○ Setup new Profile Server for Persona Management</li> <li>○ Install and Setup NVIDIA Grid Licensing server</li> <li>○ Install Wildcard cert</li> <li>○ Assist with creation of Windows 10 CBB and Windows 7 golden images (4 images included)</li> <li>○ Review Java based applications to determine if policies can allow it to run on newer versions of Java</li> </ul> </li> </ul> <p><b>Project Closeout</b></p> <ul style="list-style-type: none"> <li>○ Update network diagrams</li> <li>○ Provide spreadsheet documenting new Hyperflex VDI environment</li> <li>○ Provide 4 hours of administrator level knowledge transfer</li> </ul> <p><b>Deliverables</b></p> <ol style="list-style-type: none"> <li>1. Knowledge transfer of all steps</li> <li>2. As implemented documentation</li> </ol> <p><b>Out of Scope and Assumptions</b></p> <ul style="list-style-type: none"> <li>• Any tasks or deliverables not specifically listed above shall be deemed Out of Scope</li> <li>• Work will be non-disruptive</li> <li>• Migrations will be done during off-peak/low usage rate to mitigate risks</li> </ul> <p><b>Project Management Methodology</b></p> <p>The Network Alliance Program Management Office (PMO) methodology follows standard 5 phase PMI</p>			

## Services

#	Item	Description	Price	Qty	Ext. Price
		<p>protocol ensuring successful, repeatable project delivery with award winning customer service. This includes the project management functions and tasks as outlined by project phase below:</p> <p><b>Initiate Phase</b></p> <ul style="list-style-type: none"> <li>• The services listed in this SOW emanate from scope discussions that occurred with the Network Alliance Pre-sales team and the Customer</li> <li>• The Network Alliance project team is identified drawing the highest skilled, regionally based, available resources</li> </ul> <p>Plan and Design Phase</p> <ul style="list-style-type: none"> <li>• Each deliverable's tasks and their prerequisites, and any PMO documentation to be delivered as defined in the Project Objectives and Scope section of this SOW are identified, communicated, and documented, within a project workbook, in a project plan, or via specific and comprehensive notes</li> <li>• Technical design plans are presented as applicable in specific templates for each focus area: Storage, Virtualization, Security, Compliance, Networking, Collaboration, and Telecommunications</li> <li>• Test strategy and test plans as applicable are developed jointly by Network Alliance and the Customer</li> </ul> <p>Execute Phase</p> <ul style="list-style-type: none"> <li>• The Network Alliance Project Manage will schedule Network Alliance consultant activities</li> <li>• Network Alliance performs activities as scheduled, taking into account authorized client maintenance windows as needed</li> </ul> <p>Monitor and Control Phase</p> <ul style="list-style-type: none"> <li>• The Network Alliance Project Manager provides status reports and hosts status checkpoint meetings as needed</li> <li>• Scope changes require written authorization following the Change Control process</li> <li>• The Network Alliance Project Manager tracks and manages issues and risks</li> </ul> <p>Close Phase</p>			

## Services

#	Item	Description	Price	Qty	Ext. Price
		<ul style="list-style-type: none"> <li>• The Network Alliance Project Manager schedules a call to review lessons learned</li> <li>• A customer survey will be sent</li> </ul> <p><b>Location</b></p> <p>Network Alliance shall perform the services onsite at Customer location and remote as needed.</p> <p><b>Completion</b></p> <p>If at the time Network Alliance, in its reasonable opinion, has fulfilled the acceptance for each deliverable, Network Alliance shall send Customer written notification indicating completion and requesting Customer's signature and/or email approval. If Customer agrees, its signature or email approval will indicate acceptance. If Customer indicates that Network Alliance has not completed the deliverable, the parties will meet and use good faith to identify and document discrepancies. If Customer does not respond within seven (7) business days, the Professional Services for the applicable deliverable will be considered accepted and any associated invoicing will be triggered.</p> <p><b>Change Control</b></p> <p>Work not specifically included in the Project Objectives and Scope section above requires a Change Request to be formally added to the scope of the project. Accordingly, the Network Alliance Project Manager will provide the Customer a completed Change Request form listing the added scope and price. Network Alliance will provide said services when Customer acknowledges, signs, and returns the Change Request form.</p>			

**Subtotal:** \$59,670.00

## Federal Tariff

#	Item	Description	Price	Qty	Ext. Price
82	FedTariff	Based on purchase after June 28, 2019, Increase due to Federal Tariffs	\$8,000.00	1	\$8,000.00

Subtotal: \$8,000.00



## VDI and SAN upgrade UTILITIES DEPT



### Prepared by:

Network Alliance LLC  
Rod Tanner  
Direct: (210) 870-1951  
Main: 210-229-1811  
Fax: 210-870-1960  
Email: rtanner@network-alliance.net

### Prepared for:

City of Laredo  
5816 Daugherty  
Laredo, TX 78041  
Arturo Gavilanes  
agavilanes@ci.laredo.tx.us  
(956) 721-2097

### Quote Information:

Quote #: 001225  
Version: 6  
Delivery Date: 05/22/2019  
Expiration Date: 06/21/2019

## Quote Summary

Description	Amount
Hardware	\$420,133.25
Services	\$59,670.00
Federal Tariff	\$8,000.00

**Total:** \$487,803.25

This Quote is governed by the Terms and Conditions set forth in the DIR Contract Number listed above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**City Council-Regular**

**Meeting Date:** 07/01/2019

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

**Staff Source:** Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to renew annual supply contract number FY18-056 for the purchase of copper pipe type K and crosslinked polyethylene (PEXAa) pipe for the Utilities Department. These materials are purchased on an as needed basis by the Utilities Department- Water Operations for construction and repair projects. The term of this contract shall be for a period of one year. There was no price increase during the last extension period. This is the first of two extension periods. Funding is available in the Utilities Department Fund.

1. Section I - Core and Main, LLC., St. Louis, Missouri, in an amount up to \$150,000.00; and
2. Section II - Tenoch Distribution, LLC., San Antonio, Texas, in an amount up to \$100,00.00.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

Approved a one year contract on 5/21/18.

**BACKGROUND**

Staff is recommending that the contracts with Core and Main, LLC., and Tenoch Distribution, LLC., be renewed. These contracts will provide the Utilities Department with copper pipe type K and crosslinked polyethylene (PEXAa) pipe for a twelve-month (12) period. There was no price increase during the last extension period. This is the first of two extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year period. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of

the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

**Current Contract Pricing:**

<b>Core and Main LLC.</b>		<b>Tenoch Distribution LLC.</b>	
<u>Section</u>	<u>Description</u>	<u>Section</u>	<u>Description</u>
I	Copper Pipe Type K "3/4" - 2" Soft 60 Foot Coils and 20 Foot Joints	II	3/4 - 2" Crosslinked Polyethylene (PEXa) Piping 100' Coils

A complete price listing is attached.

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that these contracts be renewed.

**Fiscal Impact**

**Fiscal Year:** 2019  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 5990000141000  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

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**City Council-Regular**

**Meeting Date:** 07/01/2019

**Staff Source:** Aileen Ramos, CVB Director

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**SUBJECT**

Discussion with possible action to initiate a Sister Cities agreement with the State of Jalisco and authorize a signing on July 9, 2019.

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

N/A

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

N/A

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**Fiscal Impact**

**Fiscal Year:** 2019

**Budgeted Y/N?:** N/A

**Source of Funds:** N/A

**Account #:** N/A

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

**FINANCIAL IMPACT:**

No financial impact.

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**City Council-Regular**

**Meeting Date:** 07/01/2019

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

**Initiated By:** Aileen Ramos, CVB Director

**Staff Source:** Aileen Ramos, CVB Director

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**SUBJECT**

Discussion with possible action on the funding and in-kind support of the 2019 PONY Annual Baseball Tournament (Bronco & Palomino categories) expecting visitors from the U.S., Asia and Europe from August 1-5, 2019; and any other matters incident thereto.

**PREVIOUS COUNCIL ACTION**

None, as this is the first time the organization requests funding for this specific tournament.

**BACKGROUND**

In previous years the City of Laredo has provided funding and in-kind support to different PONY tournaments including regional baseball and fast-pitch softball regional world series.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

N/A

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**Fiscal Impact**

**Fiscal Year:** 2019

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

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

**FINANCIAL IMPACT:**

Financial impact contingent upon on any action taken.

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**City Council-Regular**

**Meeting Date:** 07/01/2019

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

**Initiated By:** Aileen Ramos, CVB Director

**Staff Source:** Aileen Ramos, CVB Director; Anita Stanley, Parks & Leisure Services Assistant Director

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**SUBJECT**

Discussion with possible action on the funding and in-kind support for the 2019-2020 Texas World Series Tournaments; and any other matters incident thereto.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

JOSE LUIS MALDONADO (956) 7544689. League President

LUPITA CONTRERAS (956)7741144. Coordinator

**PREVIOUS COUNCIL ACTION**

On December 3, 2018, City Council moved to approve monetary and in-kind sponsorship that included 40 hotel rooms (not to exceed \$13,000) and the use of the fields as presented by the organizers, paying for the hotel rooms through Hotel/Motel tax revenues. The tournament took place during two consecutive weekends on February 2019.

On June 17, 2019, City Council moved to approve in-kind sponsorship that includes the use of fields for the District Tournament on June 28-29, 2019 and that CVB and Parks work with the organizers to propose scheduling and funding for the rest of the events.

**BACKGROUND**

This request includes tournaments and events in both current and next fiscal year:

**Fiscal Year 2018-2019**

*District Tournament - June 28-30, 2019*

Requesting use of City facilities (Slaughter, Anna, Dr. Ikes Parks and Uni-Trade Stadium) - 40 teams and approximately 1,600 people are expected.

*Regional Baseball Tournament - July 19-21, 2019*

Requesting use of City facilities (Slaughter, Anna, Dr. Ikes Parks and Uni-Trade



Stadium) - 50 teams and approximately 2,000 people are expected.

*World Series (Cat. 9-12) - August 1-5, 2019*

Requesting

\*Sponsorship for:

125 rings - \$1,250

20 boxes of balls - \$1,000

60 hotel rooms for 5 nights at \$69.00 each - \$18,000

\*Use of City facilities (Anna Parks and Uni-Trade Stadium) - 11 teams and 1,100 visitors expected

\*Local transportation for teams

*USSSA Baseball Swing Season - August 9-10, 2019*

Requesting use of City facilities (Slaughter, Anna, Dr. Ikes Parks and Uni-Trade Stadium) - 60 teams and approximately 2,400 people are expected.

*Latin America Baseball Tournament - September 13-15, 2019*

Requesting use of City facilities (Slaughter, Anna, Dr. Ikes Parks and Uni-Trade Stadium) - 60-70 teams and approximately 2,500 people are expected.

*Laredo Sporting Parade - September 14, 2019*

Requesting:

Street Closures, Police Department escort, Tents and power from Parks, and approximately \$6,000 to cover other expenses.

**Fiscal Year 2019-2020**

*Christmas Tournament - December 14-15, 2019*

Requesting use of City facilities (Slaughter, Anna, Dr. Ikes Parks and Uni-Trade Stadium) - 35 teams and approximately 1,000 people are expected.

*Texas World Series - February 20-24, 2020*

Requesting

\*Sponsorship for:

125 rings - \$1,250

20 boxes of balls - \$1,000

60 hotel rooms for 5 nights at \$69.00 each - \$18,000

\*Use of City facilities (Anna Parks and Uni-Trade Stadium) - 11 teams and 1,100 visitors expected

\*Local transportation for teams

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

*Parks & Leisure Services*

Staff recommends to take each tournament as an individual event and support the two World Series (August 2019 and February 2020).

*Convention & Visitor Bureau*

Staff recommends that CVB sponsor the accommodations expense for the two World Series (August 2019 and February 2020).

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**Fiscal Impact**

**Fiscal Year:** 2018-2019  
**Budgeted Y/N?:** N  
**Source of Funds:** CVB 5315  
**Account #:** 250.5315.553.5606  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

*For the World Series on August 1-5, 2019*

Transportation \$2,000

Hotel Rooms \$18,000

**Total \$20,000**

**Fiscal Year:** 2019-2020  
**Budgeted Y/N?:** N  
**Source of Funds:** CVB 5315  
**Account #:** 250.5315.553.5606  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

*For the Texas World Series - February 20-24, 2020*

Transportation \$2,000

Room nights \$18,000

**Total \$20,000**

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**City Council-Regular**

**Meeting Date:** 07/01/2019

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

**Initiated By:** Jose Valdez Jr.

**Staff Source:** Jose Valdez Jr.

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**SUBJECT**

Discussion with possible action to approve the name change of Santa Maria Avenue between 4200 and 4500 Santa Maria Avenue to "Canizalez Avenue" after brothers Orlando and Jose "Gaby" Canizalez.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

The City Council passed a motion to approve sending the recommendation to the Facility Naming & Recognition Commission for consideration and recommendation.

**BACKGROUND**

N/A

**COMMITTEE RECOMMENDATION**

The Facility Naming & Recognition Commission is scheduled to meet on Wednesday June 26 at 5:30 pm to consider the Council recommendation. In an effort to not delay this item requested by the City Council, staff has placed the item on the agenda and will announce the commission's recommendation.

**STAFF RECOMMENDATION**

N/A

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**City Council-Regular**

**Meeting Date:** 07/01/2019

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

**Staff Source:** Claudia San Miguel, Transit General Manager

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**SUBJECT**

**2019-RT-05** Authorizing the Co-Interim City Managers to accept and execute the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Application No. TX-2019-063-00 in the amount of \$196,853.00. Funding will be for the purchase of Rolling Stock (2 Vans) for the Laredo Transit El Lift Department (1) and Bethany House of Laredo (1). The required local match in the amount of \$29,529.00 for the Laredo Transit El Lift is funded with the Transit Sales Tax in the amount of \$18,274.00. Local match in the amount of \$11,255.00 for Bethany House of Laredo will be in cash from Bethany House.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

The Laredo Mass Transit Board approved the selection of the third call for projects on May 7, 2018 FTA Section 5310 grant program.

**BACKGROUND**

This program (49 U.S.C. 5310) provides formula funding to states for the purpose of assisting private nonprofit groups in meeting the transportation needs of older adults and people with disabilities when the transportation service is unavailable, insufficient, or inappropriate to meeting these needs. Funds are apportioned base on each state's share of the population for these two groups.

The Laredo Transit Management Inc. (City of Laredo) is the Direct Recipient for 5310 funding and responsible for developing and coordinating the 5310 Grant Program in the Laredo Urbanized Area. This grant application is for federal funding for the Third Call for Projects for Laredo Transit Management Inc. (\$103,550) and Bethany House of Laredo (\$63,774) for a grand total of \$167,324. The federal grant will be for the purchase of capital equipment including rolling stock. The required match for this grant will be independently funded with the Transit's Sales Tax (Laredo Transit) in the amount of \$18,274. Bethany House of Laredo will be using cash funds for their match in the amount of \$11,255.

## COMMITTEE RECOMMENDATION

N/A

## STAFF RECOMMENDATION

Staff recommends approval of this resolution.

EI Lift Vans will meet ADA and federal requirements to serve the needs of eligible passengers.

With this purchase EI Lift will still be short 8 vans that need to be replaced. Transit Staff will continue to pursue additional grant and funding opportunities to meet the capital needs for revenue vehicle replacements.

Typical state and federal grants require a 15 % up to a 20 % match for ADA vehicles.

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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 Capital Fund.

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### Attachments

FTA Grant No. TX-2019-063-00

RESOLUTION 2019-RT-05

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## Award

<b>Federal Award Identification Number (FAIN)</b>	TX-2019-063-00
<b>Temporary Application Number</b>	2069-2019-1
<b>Award Name</b>	Laredo FY17 Section 5310 Program
<b>Award Status</b>	Obligated / Ready for Execution
<b>Award 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: Award Information

### Title: Laredo FY17 Section 5310 Program

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
TX-2019-063-00	Obligated / Ready for Execution	Grant	4/19/2019	4/19/2019	No

**Award Start Date**  
6/21/2019

**Award End Date**  
12/30/2020

#### Award Executive Summary

FY17 (\$167,324) apportionment for the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities grant program. The funding amounts will be used for rolling stock for the 3rd FY17 Call of Projects. Local match for these projects will be from transit sales tax and cash respectively.

Requesting the full lapsing amount of \$167,324 from the FY17 apportionment for the purchase of 2 ADA vehicles. Vehicle purchases are for EI Lift and Bethany House. The City of Laredo certifies that there were no other eligible non-traditional Section 5310 providers identified to use the remaining funds; therefore, funds are allocated to EI Lift.

Project is 100% traditional. STIP Page is attached.

City of Laredo certifies that the selected projects in our POP and Grant Budget are derived from a locally-developed, Coordinated Public Transit - Human Services Transportation Plan. The allocation of these funds to subrecipients were awarded on a fair and equitable basis; the projects have been derived from a coordinated public transit- human services transportation plan; to the extent feasible services are coordinated with transportation services provided by other federal agencies; and the planning process included representatives of public, private and non-profit transportation and human service providers, participation by the public and representatives addressing the needs of seniors and individuals with disabilities.

**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?**

Yes, this Grant will use Lapsing Funds.

**Will indirect costs be applied to this application?**

This award does not include an indirect cost rate.

*Indirect Rate Details: N/A***Requires E.O. 12372 Review**

No, this application does not require E.O. 12372 Review.

**Delinquent Federal Debt**

No, my organization does not have delinquent federal debt.

**Award Point of Contact Information**

First Name	Last Name	Title	E-mail Address	Phone
	sharon.coats@dot.gov	Transportation Program Specialist		
Eduardo	Bernal	Planning Manager	ebernal@ci.laredo.tx.us	956-795-2250

**Award Budget Control Totals**

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$167,324
Local			\$29,529
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>\$196,853</b>

## Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2019-063-01-00	641-00 (641-A1) 5310 PROJECTS	\$167,324.00	\$29,529.00	\$196,853.00	2
TX-2019-063-01-00	11.12.15 BUY REPLACEMENT VAN	\$103,550.00	\$18,274.00	\$121,824.00	1
TX-2019-063-01-00	11.13.15 BUY VAN FOR SVC EXPANSION	\$63,774.00	\$11,255.00	\$75,029.00	1

## Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

## Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FP C	Description	Amendment Amount	Cumulative Amount
TX-16-Y042	TX-2019-063-01-00	5310 PROJETS	641-00 (641)	A1	4823 90	Laredo, TX	2017.25.16.DL.2	00	Enh Mob Seniors/Disabl - >200K	\$167,324	\$167,324

## Part 3: Project Information

### Project Title: Rolling Stock - Purchase of 2 ADA Vans

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2019-063-01-00	2069-2019-1-P1	4/19/2019	7/1/2019	3/16/2020

#### Project Description

Laredo Transit will be replacing 1 Paratransit Van for the El Lift Paratransit department. The Bethany House of Laredo will be also purchasing 1 ADA Van to transport clients.

**Project Benefits**

The Laredo Transit vans will be less prone to breakdown that will be greater comfort and convenience to ADA customers. The Bethany House of Laredo will provide much needed transportation to and from the homeless shelter by acquiring the van to transport its clients that are elderly, disabled and ambulatory and non-ambulatory.

**Additional Information**

*None provided.*

**Location Description**

The new El Lift Paratransit van will be located at 401 Scott street in Laredo, Texas 78040 and will be in service only in the urbanized area. The expansion van will be at the Bethany House of Laredo which is located on 817 Hidalgo, Laredo, Texas 78040.

**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: 9/28/2018

Description: STIP/TIP Program Plan

**UPWP**

Date: N/A

Description: N/A

**Long Range Plan**

Date: N/A

Description: N/A

**Project Control Totals**

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$167,324

Local			\$29,529
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>\$196,853</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2019-063-01-00	641-00 (641-A1) 5310 PROJECTS	\$167,324.00	\$29,529.00	\$196,853.00	2
TX-2019-063-01-00	BUY 11.12.15 REPLACEMENT VAN	\$103,550.00	\$18,274.00	\$121,824.00	1
TX-2019-063-01-00	BUY VAN FOR 11.13.15 SVC EXPANSION	\$63,774.00	\$11,255.00	\$75,029.00	1

## Project Budget Activity Line Items

### Budget Activity Line Item: 11.13.15 - BUY VAN FOR SVC EXPANSION

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
5310 PROJECTS (641-00)	11.13.15	BUY VAN FOR SVC EXPANSION	BUY EXPANSION - CAPITAL BUS	1

### Extended Budget Description

The Bethany House of Laredo will be also purchasing one (1) ADA Van to transport clients. Estimated Useful life for the vehicle is 4 years or 100,000 miles whichever comes first. The Federal/local match is \$63,774 federal and \$11,254 local match at 85/15 ratio.

### Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
----------------	--------------------	-------------	--------

5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$63,774
Local			\$11,255
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>\$75,029</b>

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	8/1/2019	Estimated bid specifications to be complete and bid out.
Contract Award Date	9/30/2019	
Initial Delivery Date	12/31/2019	
Final Delivery Date	1/31/2020	
Contract Completion Date	2/28/2020	Estimated project completion and grant close out.

**Budget Activity Line Item: 11.12.15 - BUY REPLACEMENT VAN**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
5310 PROJECTS (641-00)	11.12.15	BUY REPLACEMENT VAN	BUY REPLACEMENTS - CAPITAL BUS	1

**Extended Budget Description**

Laredo Transit will be replacing one (1) 2009 Chevrolet van Unit No. 0918 for the EI Lift Paratransit department. The van has been in service for 10 years and has currently 181,622 miles exceeding the useful and lifetime miles. An 85/15 match ratio will be applied for this line item. The useful life for these types of vehicles is 100,000 miles or 4 years.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$103,550
Local			\$18,274
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>\$121,824</b>

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	7/1/2019	Van bids and specifications completed.
Contract Award Date	8/19/2019	Final bid will be presented to the Mass Transit Board for approval.
Initial Delivery Date	12/31/2019	
Final Delivery Date	1/31/2020	
Contract Completion Date	3/16/2020	

## 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
5310 PROJECTS (641-00)	11.12.15	BUY REPLACEMENT VAN	1	\$103,550.00	\$121,824.00

### 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 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
	Class IIc CE Approved

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
5310 PROJECTS (641-00)	11.13.15	BUY VAN FOR SVC EXPANSION	1	\$63,774.00	\$75,029.00

## Part 4: Fleet Details

No fleet data exists for this application.

## Part 5: FTA Review Comments

### Application Review Comments

Comment By **sharon.coats@dot.gov**

Comment Type	FTA Post Review Comments for Grantee
Date	4/30/2019
Comment	Revise Funding Source to reflect: 5310 Mobility of Sr. & Indv. w/Disabilities Formula.

## 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

#### **Award Information**

Federal Award Identification Number: TX-2019-063-00

Award Name: Laredo FY17 Section 5310 Program

Award Start Date: 6/21/2019

Award End Date: 12/30/2020

Award Executive Summary: FY17 (\$167,324) apportionment for the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities grant program. The funding amounts will be used for rolling stock for the 3rd FY17 Call of Projects. Local match for these projects will be from transit sales tax and cash respectively.

Requesting the full lapsing amount of \$167,324 from the FY17 apportionment for the purchase of 2 ADA vehicles. Vehicle purchases are for EI Lift and Bethany House. The City of Laredo certifies that there were no other eligible non-traditional Section 5310 providers identified to use the remaining funds; therefore, funds are allocated to EI Lift.

Project is 100% traditional. STIP Page is attached.

City of Laredo certifies that the selected projects in our POP and Grant Budget are derived from a locally-developed, Coordinated Public Transit - Human Services Transportation Plan. The allocation of these funds to subrecipients were awarded on a fair and equitable basis; the projects have been derived from a coordinated public transit- human services transportation plan; to the extent feasible services are coordinated with transportation services provided by other federal agencies; and the planning process included representatives of public, private and non-profit transportation and human service providers,

participation by the public and representatives addressing the needs of seniors and individuals with disabilities.

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.

### **Award Budget**

Total Award Budget: \$196,853.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$167,324.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$29,529.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$167,324.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$29,529.00

### **Award Budget Control Totals**

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$167,324
Local			\$29,529
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>\$196,853</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:  
robert.patrick@dot.gov  
Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
Contact Info: robert.patrick@dot.gov  
Award Date: 6/21/2019

## **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-05**

**AUTHORIZING THE CO-INTERIM CITY MANAGERS TO ACCEPT AND EXECUTE THE FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES GRANT APPLICATION NO. TX-2019-063-00 IN THE AMOUNT OF \$196,853.00. FUNDING WILL BE FOR THE PURCHASE OF ROLLING STOCK (2 VANS) FOR THE LAREDO TRANSIT EL LIFT DEPARTMENT AND BETHANY HOUSE OF LAREDO. THE REQUIRED LOCAL MATCH OF \$29,529.00 FOR THIS GRANT IS FUNDED WITH THE TRANSIT'S LOCAL SALES TAX IN THE AMOUNT OF \$18,274.00 AND \$11,255.00 CASH FROM BETHANY HOUSE OF LAREDO.**

**WHEREAS**, the City of Laredo, Texas, authorizes the CO-Interim City Managers to accept and execute a grant application to the Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities 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. 5310, in the amount of \$196,853.00 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 5310 funds in the amount of \$196,853.00; 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 Capital 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 L. HALE  
CITY ATTORNEY

**City Council-Regular**

**Meeting Date:** 07/01/2019

**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 \$200,000.00 including an estimated local participation in the amount of \$76,000.00 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 on June 18, 2018.

**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 on fiscally year 2020.

**COMMITTEE RECOMMENDATION**

N/A

## STAFF RECOMMENDATION

Staff recommends approval of this resolution.

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### Fiscal Impact

**Fiscal Year:** 2020  
**Budgeted Y/N?:** Y  
**Source of Funds:** Grant

**Account #:**

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

### FINANCIAL IMPACT:

The required local match will be provided on FY 2020.

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### Attachments

AFA Agreement  
2019-RT-09

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<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.



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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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<b>Project Name</b>	ADA Bus stops and bicycle plazas	<i>AFA Not Used For Research &amp; Development</i>	

**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**

---

\_\_\_\_\_  
Signature

Robert A. Eads / Rosario C. Cabello

\_\_\_\_\_  
Typed or Printed Name

Interim Co-City Managers

\_\_\_\_\_  
Typed or Printed Title

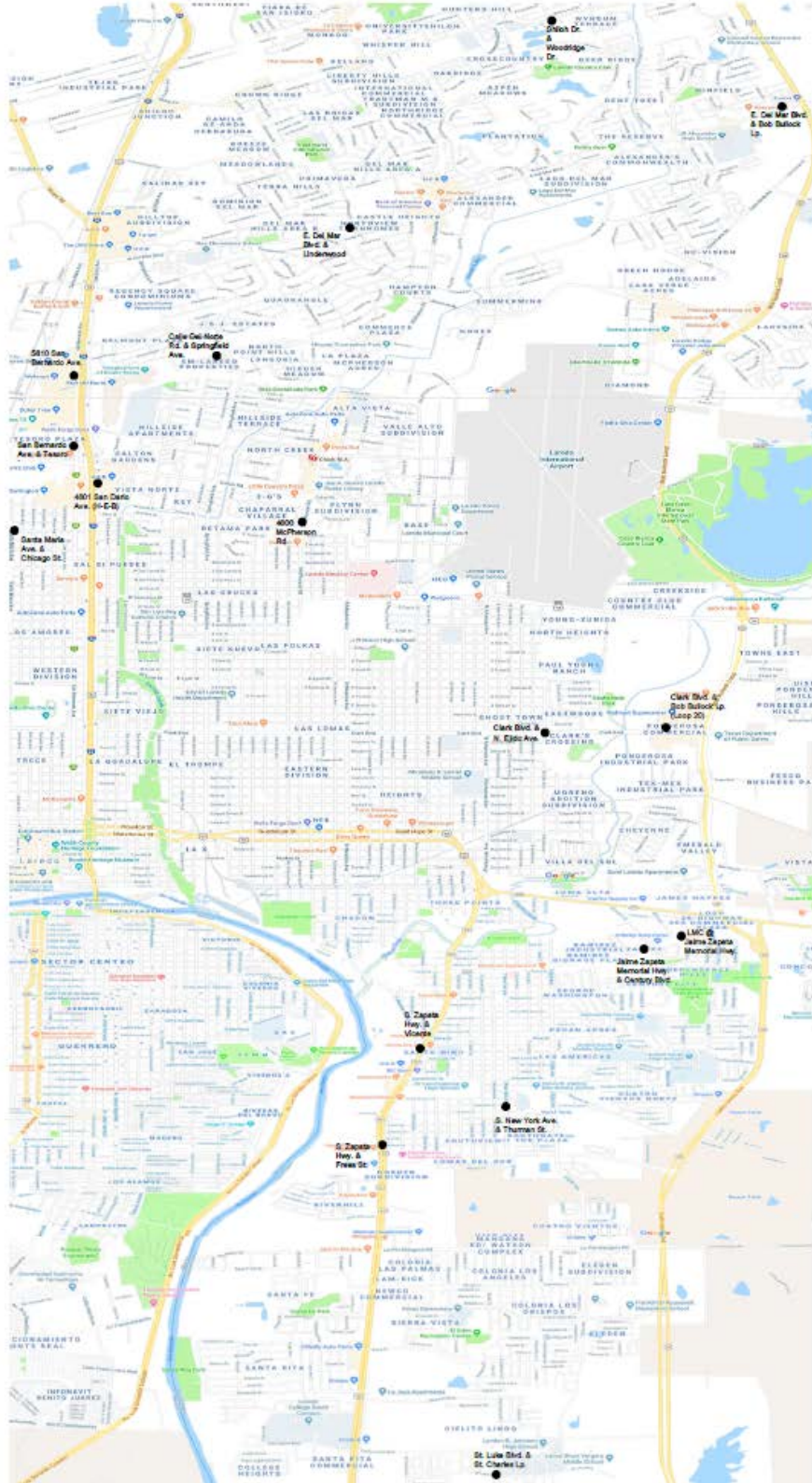
\_\_\_\_\_  
Date

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**ATTACHMENT A  
RESOLUTION OF LOCAL GOVERNMENT**

TxDOT:		Federal Highway Administration:	
CSJ #	0922-33-181	CFDA No.	20.205
District #	22- Laredo	CFDA Title	Highway Planning and Construction
Code Chart 64 #	24000		
Project Name	ADA Bus stops and bicycle plazas	<i>AFA Not Used For Research &amp; Development</i>	

## ATTACHMENT B PROJECT LOCATION MAP





<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	0922-33-181	<b>CFDA No.</b>	20.205
<b>District #</b>	22- LRD	<b>CFDA Title</b>	Highway Planning and Construction
<b>Code Chart 64 #</b>	24000		
<b>Project Name</b>	ADA Bus stops and bicycle plazas	<i>AFA Not Used For Research &amp; Development</i>	

**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>

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
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<b>Direct and Indirect State Costs Incurred for Review, Inspection, Administration &amp; Oversight</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 amount		Local Government (LG) Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
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.

**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.

**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, which is attached hereto as Exhibit A, 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.**

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**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:** 07/01/2019

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

**Initiated By:** Claudia San Miguel

**Staff Source:** Claudia San Miguel, Transit General Manager

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**SUBJECT**

Authorizing the Co-Interim City Managers to establish a Transit Advertisement Program. In line with the Five Year Comprehensive Transit Development Plan, the Transit Department currently has fifty (50) bus stop advertisement benches that can generate revenue opportunities that will be 100% allocated for bus stop improvements.

**PREVIOUS COUNCIL ACTION**

City Council has directed Transit Staff to outfit every bus stop with amenities that provide shelter, and a safe sitting area for residents and transit dependent citizens. In 2016 City Council approved and adopted the 2016 Five Year Transit Development Plan (TDP). The 2016 TDP provided with data, surveys and information related to ridership and users concerns regarding the transit service where the overwhelming request was to improve bus stop amenities.

**BACKGROUND**

The City of Laredo Council Members have allocated a significant amount of District Priority funds to meet the needs for shelter, lighting, and sitting to alleviate the needs of constituents of their respective districts. But, the funding need for bus stop improvements surpasses said allocated funds and that of current Transit Department operating funds.

By creating a revenue generating department will allow 100% of the proceeds of bus stop bench advertisement to be allocated to fund the bus stop enhancement program.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends creating a transit revenue generating program to include bus stop advertisement benches, on-board electronic boards, and printed materials opportunities.

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**Fiscal Impact**

**Fiscal Year:**

2019

**Bugeted Y/N?:** N  
**Source of Funds:** El Metro Operations  
**Account #:**  
**Change Order: Exceeds 25% Y/N:**  
**FINANCIAL IMPACT:**  
No financial impact at this moment.

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