

CITY OF LAREDO CITY COUNCIL MEETING

**A-2014-R-14
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
SEPTEMBER 2, 2014
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 Gustavo Guevara, 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.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. MINUTES

Approval of the minutes of August 12, 2014 & August 18, 2014.

V. COMMUNICATIONS AND RECOGNITIONS

Communiqués

- a. Presentation by South Texas Food Bank on declaring September as Hunger Action Month.

Recognitions

- a. Recognizing the Alexander and United High School Choir students for their performance with the band Foreigner on Wednesday, August 27, 2014.

Citizen comments

Citizens are required to fill out a witness card and identify themselves at the microphone. Comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted. There is a time limit of three minutes per speaker. Speakers may not pass their minutes to any other speaker.

VI. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

- a. Appointment by Mayor Pro-Tempore Esteban Rangel of Isela Martinez to the Para-Transit Advisory Committee.
- b. Appointment by Mayor Pro-Tempore Esteban Rangel of Danny Lopez, Jr. to the Planning and Zoning Commission.
- c. Appointment by Council Member Roque Vela, Jr., of Eduardo J. Gutierrez to the Technical Review Board Ad Hoc Committee.

VII. PUBLIC HEARINGS

1. **Public hearing** to consider the adoption of the 2015-2019 Capital Improvement Program of the City of Laredo.
2. **Second public hearing** for the adoption of a tax rate of \$0.637000 per \$100 value for the Tax Year 2014. The tax rate will provide revenue for the general fund and debt service. The rate includes \$0.491720 per \$100 value for Maintenance and Operation and \$0.145280 per \$100 value for Sinking Fund of the Debt Service and is estimated to generate a tax levy of \$72,039,423. The City Council is scheduled to vote on the tax rate on September 9, 2014 at 12:00 noon and September 15, 2014 at 5:30 p.m. at City Council Chambers located at 1110 Houston.
3. **Public hearing and adoption of Resolution No. 2014-R-091**
Consideration of the City of Laredo Comprehensive Plan in accordance with Article IX, Section 9.03 of the Charter of the City of Laredo with amendments to the Long Range Thoroughfare Plan.

4. **Public hearing and introductory ordinance** authorizing City Manager to accept eight (8) continuation contracts from the Department of State Health Services (DSHS) and amending the FY 2013-2014 City of Laredo Health Department (CLHD) Budget by appropriating net revenues in the amount of \$119,202.00 and net expenditures in the amount of \$17,233.00 for a total of \$2,328,240.00 to allow the City of Laredo Health Department to continue public health prevention, detection, treatment and education intervention for Tuberculosis Control and Elimination Program, Immunization Services, Local Public Health System Prevention from the Office of Public Health Practices (OPHP) Program, Public Health Emergency Preparedness (PHEP) Program, HIV Prevention Program, Community Diabetes Disease Management Program, and Primary Health Care for the term period from September 1, 2014 through August 31, 2015. **(Approved by Operations Committee)**
5. **Public hearing and introductory ordinance** amending Chapter 6, "Animals and Fowl," Article III, "Small Animals and Fowl," Section 6-43, Subsection (b) of the Code of Ordinances providing further clarification on the exceptions of dogs running at large and amending Article VII, "Applications, Registration, Permits, Fees and Penalties" Section 6-119 by establishing an annual Trainer Permit Fee of \$25.00; providing for publication and an effective date. **(Approved by Operations Committee)**
6. **Public hearing and introductory ordinance** amending Chapter 15, "Health and Sanitation," Article IV, "Tire Business Registration Program," of the Code of Ordinances providing clarification on definitions; establishing new rules and regulations regarding the sale of new or used tires; the requirements of proper signage within establishments that sell new or used tires; establishing a deposit fee of \$20.00 per tire and disposal fee not to exceed \$5.00; providing for publication and an effective date. **(Approved by Operations Committee)**
7. **Public hearing and introductory ordinance** adopting the proposed Annual Budget for fiscal year 2014-2015 by appropriating the proposed revenues, expenditures and balances reported therein for the year beginning October 1, 2014 and ending September 30, 2015, consistent with the financial plan described in said annual budget (see Exhibit "A") and motions approved by City Council at public workshops (see Exhibit "B") and authorizing the City Manager to implement said annual budget.

8. **Public hearing and introductory ordinance** amending Article II of Chapter 26 (Police) of The Code of Ordinances, specifically Section 26-27 (Fees for Documents and Services), by adding a new subsection (G) entitled “Vehicle Inspection” to authorize assessment and collection by the Police Department Auto Theft Task Force of a \$40.00 Vehicle Inspection Fee to defray the cost for conducting reassignment of vehicle identification number inspections, pursuant to §501.033 of the Texas Transportation; providing for publication and an effective date. **(Approved by Operations Committee)**

9. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lot 6A, Block 1, Vista Hermosa Subdivision, Unit III, located at 5509 McPherson Road; providing for publication and effective date.

Staff is in support of the application and the Planning & Zoning Commission recommends in favor of the zone change. District V

10. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lot 1, Block 1, Jacaman Ranch Subdivision Unit V, located at 6402 N. Bartlett Avenue, Suite No.6; providing for publication and effective date.

Staff is in support of the application and the Planning and Zoning Commission recommends approval of the Conditional Use Permit. District V

11. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 4 and 10, Block 99, Western Division, located at 614 Hidalgo Street and 607 Farragut Street, from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date.

Staff is in support of the application and the Planning and Zoning Commission recommends approval of the zone change. District VIII

12. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, 11 and 12, Block 99, Western Division, located at 619 Farragut Street, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

Staff is not in support of the application and the Planning and Zoning Commission recommends denial of the zone change. District VIII

(Recess)
(Press Availability)

VIII. INTRODUCTORY ORDINANCES

13. Authorizing the City Manager to close and convey title of the “Surface Only”, of the section of Juarez Avenue between Water and Zaragoza Streets as per the contract agreement between the City of Laredo and El Portal Center; Said parcel being a 6,666.60 sq. ft. (0.1530 of an acre) tract of land, more or less, situated in the 100 block of Juarez Avenue, Western Division, City of Laredo, Webb County, Texas, being further described on attached Exhibit “A”; and providing for an effective date. **(Action needed on Resolution 2014-R-92, prior to this item)**
14. Setting the maximum speed limit on that portion of Milo Rd. within the city limits of Laredo, Webb County, Texas, as 40 MPH, between FM 1472 and 2200 feet East of Sara Rd. as defined in the control section map provided by the City of Laredo, Traffic Safety Division. **(Approved by Operations Committee)**
15. Authorizing the City Manager to set the new speed limits on portions of Loop 20 (Cuatro Vientos), within the City Limits of Laredo, Webb County, Texas, as defined in the Texas Department of Transportation Control Section Maps 0086-14 and 0086-16, providing for the installation of appropriate signs to indicate new speed limit changes in the designated areas and providing for publication and effective date. **(Approved by Operations Committee)**

IX. FINAL READING OF ORDINANCES

16.

2014-O-098 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 4A and 5A, Block 2, Las Blancas Subdivision Unit 2, located at 102 and 106 Camino Nuevo Road, from B-4 (Highway Commercial District) to M-1 (Light Manufacturing District); providing for publication and effective date.

2014-O-099 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 3, Block 1, Martinez Business Park Unit 2, located at 1411 Jacaman Road, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

2014-O-100 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lots 4, 5, 6, 7, 8, and 9, Block 71, Eastern Division, located at 2020 Corpus Christi; providing for publication and effective date.

2014-O-101 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 5, Block 2037, Eastern Division, located at 2020 S. Ejido Avenue, from R-3 (Mixed Residential District) to B-1 (Limited Commercial District); providing for publication and effective date.

2014-O-102 Authorizing the City Manager to update the City's Foreign Trade Zone No. 94 fee schedule applicable to Laredo's foreign trade zone operators by designating an initial activation fee of \$2,500.00, designating the annual fee at a minimum of \$3,000.00 for operators with less than 10,000 square feet of activated space, \$5,000.00 for operators with 10,001-100,000 square feet of activated space and \$6,500.00 for operators with more than 100,001 square feet of activated space. This fee schedule shall become effective October 1, 2014 thru September 30, 2019.

2014-O-103 Authorizing the City Manager to execute a three (3) year lease agreement between the City of Laredo, as LESSOR and Altair Aviation, L.L.C., as LESSEE, for Hangar No. 162 consisting of 13,114 square feet situated on an approximate 42,038 square foot tract of land at the Laredo International Airport, commencing on October 1, 2014 and ending on September 30, 2017. The current monthly rental is \$4,789.00 and annually adjusted by changes in CPI, providing for effective date.

2014-O-104 Authorizing the City Manager to accept and appropriate the Federal Aviation Administration (FAA) Grant No. 3-48-0136-77-2014 in the amount of \$4,202,381.00 and amending the City of Laredo FY2014 Airport Construction Budget for the purpose of Airport improvements. The City's 10% local match for this grant is \$466,932.00. This is part of a multi-year grant totaling \$4,881,196.00. The Airport Operations will be advancing \$678,815.00 to the Airport Construction Fund and also authorizing the City Manager to appropriate said funds.

2014-O-105 Declaring the public necessity and ordering the paving with supplemental improvements to Mauro Sandoval Drive, formerly McDonald Road, upon its dedication to the City of Laredo; approving the street paving assessment roll and project cost estimate as prepared by City staff and imposing a lien against the property and personal liability and charge against the property owner upon completion and final acceptance of the project improvements, as amended.

X. RESOLUTIONS

17. **2014-R-92** Authorizing the City Manager to execute an Economic Development Agreement between the City of Laredo and the El Portal Center, L.L.C., (EPC), an Illinois Limited Liability Company. The term of the agreement will be for ten (10) years. EPC will invest \$80 million dollars in two phases: Phase I will be for the development of an approximately 335,000 square foot retail outlet mall located at 1600 Water Street adjacent to International Bridge I, with accommodations for approximately eighty (80) tenants; Phase II will develop an additional 100,000 square foot building to house an additional twenty-five tenants. The project will create approximately 1,200 permanent jobs, 1,000 construction jobs and 1,600 seasonal jobs. In support of the investment by EPC and the anticipated revitalization of the downtown area for the benefit of the citizens of the City of Laredo, the City will provide the following economic incentives as part its economic development program in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code as set out in Exhibit "A" attached hereto and incorporated herein by reference.
1. Phase I: The grant of a quarterly disbursement to EPC equal to 100% of the City's one percent (1%) Sales and Use Tax Revenues generated by and attributable solely to EPC's sales at the Outlet Shoppes. The grant shall not exceed one million two hundred fifty dollars thousand dollars (\$1,250,000) during any calendar year with a maximum cumulative amount of twelve million five hundred thousand dollars \$12,500,000 for the ten (10) year term. Construction of Phase I shall be completed on or before December 31, 2018;
 2. Phase II: The grant of a quarterly disbursement to EPC equal to 100% of the City's one percent (1%) Sales and Use Tax Revenues generated by and attributable solely to EPC's sales at the Outlet Shoppes. The grant shall not exceed three hundred eighty seven thousand five hundred dollars (\$387,500) during any calendar year with a maximum cumulative amount of three million eight hundred seventy five thousand dollars (\$3,875,000) for the entire term. Construction of Phase II shall

commence within eight (8) years following the completion of Phase I;

3. The City agrees to sell and/or convey through an Independent Foundation four (4) lots located within the existing River Drive Mall shopping center and a lot on Zaragoza Street in the same immediate vicinity;
4. The City agrees to modify the existing Santa Ursula Ramp structure to allow for ingress and egress (two-way traffic) from the Project including traffic signage;
5. The City agrees to abandon and convey to EPC, the 100 block of Juarez Avenue between Zaragoza and Water Streets for use as part of the development of the Project;
6. Lease parking lots adjacent to the project encompassing 1,482 parking spaces for an initial term of twenty-five (25) years at one dollar (\$1.00) per year, with two (2) additional terms of twenty-five (25) years as follows:
 - a. 380 spaces on Block X & Y on lot south of River Road between Main Ave. and Santa Maria Ave.;
 - b. 255 spaces on Block 08 & 08-A south of EPC Development;
 - c. 410 spaces on Block 08 - B & Block Z adjacent and south of the City's El Portal Administration Building;
 - d. 161 spaces on Block L south of hotel between Main and Santa Cleotilde Ave., unplatted;
 - e. 138 spaces on Block 394 between Santa Cleotilde and Santa Rita (City will provide the labor and EPC will provide the materials);
 - f. 138 parking spaces on Block 401 between Santa Cleotilde and Santa Rita (City will provide the labor and EPC will provide the paving materials); and,
 - g. Lighting will also be provided to both Blocks 394 and 401 similar to the lighting in the adjacent parking lots.
7. Provide Off-site Landscaping, Irrigation and street improvements to enhance and promote the development within the project area;
8. Allow the use of the following City parking lots described below:

25 metered parking spaces located in Block # 6 bordered by Grant St., Santa Maria Ave., Juarez Ave., and Zaragoza St.;

43 parking spaces located in Block # 53 bordered by Iturbide St., Grant St., Santa Maria Ave., and Davis Ave.; and,

99 parking spaces located on Block #162 bordered by Grant St., Santa Maria Ave., Zaragoza St., and Davis Ave.

9. Granting a license to allow for the portions of the project to encroach on adjacent City rights-of-way to clear a height of six (6) feet and eight (8) inches above the sidewalk surfaces and/or in accordance with ADA Standards;
10. Provide for a pylon signage grant in the amount up to fifty (50%) of the actual cost of the “jumbo-tron” type LED illuminated sign;
11. Waiver of City permit fees to include: demolition, building, electrical, plumbing, mechanical permits, the Plan review and Fire review;
12. City will replace and install a 12” water and a 8” wastewater line around the project development and the City will provide a fire protection system including a 24” water transmission main from the Jefferson Water Treatment Plant to be supported conditioned on EPC providing a Letter of Credit and the Corporate Guarantee guaranteeing the repayment of the costs of the improvements in the event of early termination of the Agreement or in the event that EPC fails to timely cause the Commencement and/or Completion of Construction of Phase I;
13. City and EPC agree to share 50/50 of the cost of construction for the widening of the 200 block of Salinas Street between Zaragoza and Grant Streets for a 24’ pavement width back of curb to back of curb to accommodate two (2) way traffic provided that EPC will work with the UETA building owner to modify the entrance; and,
14. The City and EPC agree to share 50/50 of the cost of the improvements of Section A, B, and C of the offsite parking fields identified in Exhibit B to include paving, landscaping, irrigation, lighting, resurfacing, striping, and curbing.

XI. MOTIONS

18. Approving the request of United Independent School District (UISD) to approve the issuance of building permits, electrical permits or permits for other construction related services to United Independent School District for the Cielito Lindo school site which has received final plat approval by the Planning & Zoning Commission but the plat has not been recorded and authorizing the recording of any said plats once any public improvements have been constructed as per the approved plat and plans and accepted by the City of Laredo pursuant to the Laredo Subdivision Ordinance, Section 4-2. H. 6.
19. Authorizing the City Manager to execute a Service Agreement with Motorola Solutions Inc., in the amount of \$154,516.44 for the maintenance agreement of the City of Laredo's 800 MHz Trunked Radio Communications System, as attached hereto. The service agreement provides annual maintenance for the infrastructure equipment, subscriber equipment, and support. Contract service date is from October 1, 2014 to September 30, 2015. Funding is available in the Information Technology Fund. **(Approved by Operations Committee)**
20. Adopting a schedule of hearing and proceedings for voluntary and unilateral annexations for calendar year 2014, in accordance with Section 43.052 of the Texas Local Government Code. **(Approved by Operations Committee)**
21. Consideration for approval of Amendment No. 2, an increase of \$257,997.00 to the professional services with Lockwood, Andrews & Newnam, Inc., Dallas, Texas, to provide construction administration, full time Resident Project Representative (RPR) Services and construction materials testing services for the Laredo International Airport General Aviation Apron Reconstruction Phase 8. Current contract amount with this amendment is \$577,176.00. Funding will be available in the Airport Construction Fund- FAA Grant No. 77; contingent upon approval of Final Reading of Ordinance 2014-O-104. **(Approved by Operations Committee)**
22. Consideration to award a construction contract to the lowest bidder, Reim Construction, Inc., Mission, Texas, in the amount of \$5,182,507.50 (which includes the base bid and alternates No. 2 and 3) and approval of change order No. 1, a decrease of \$272,272.50 for removal of joint sealing from alternate No. 2 for a total net award of \$4,910,235.00 for the Laredo International Airport General Aviation Apron Reconstruction Phase 8 and Terminal Apron Rehabilitation with a construction contract time of three hundred thirty (330) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents and Final Reading of Ordinance 2014-O-104. Completion date for the project is scheduled for August 2015.

Funding is available in the Airport Construction Fund FAA Grant No. 77.
(Approved by Operations Committee)

23. Consideration to authorize a purchase for the acquisition of one hundred twenty five (125) additional parking meters complete with vehicle detection sensors and support services from IPS GROUP, INC., to be installed in the metered parking lots in the amount of \$115,000.00. Funding for this project is available in the Parking Meter Fund. **(Approved by Operations Committee)**
24. Authorizing City Manager to award a professional engineering services contract to Castle Engineering & Testing, L.L.C., Laredo, Texas in the amount of \$53,475.00 for the geotechnical soils investigation for Sombreretillo Wastewater Treatment Plant Project off-site facilities. Funding is available in the 2011 Sewer Revenue Bond. **(Approved by Operations Committee)**
25. Consideration for the approval of a Professional Engineering Services for the design of 24-in Water Main from Jefferson Water Treatment Plant to Bridge No. 1. to Porras Nance Engineering of Laredo, Texas, as per the contract agreement between the City of Laredo and El Portal Center (EPC). This contract amount to a total of \$350,000.00. Funding is available in the 2011 Water Revenue Bond.

XII. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

26.

A. Request by Council Member Alejandro "Alex" Perez

1. Status on City of Laredo Economic Development Department.

XIII. STAFF REPORTS

27. Status on Loop 20 and I-69 West Transportation Project, with possible action.

XIV. EXECUTIVE SESSION

The City Council hereby reserves the right to go into executive session at any time during this public meeting, if such is requested by the City Attorney or other legal counsel for the City, pursuant to his or her duty under Section 551.071(2) of the Government Code, to consult privately with his or her client on an item on the agenda, or on a matter arising out of such item.

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

28. **2014-RT-03** Authorizing the City Manager to accept and execute the Texas Department of Transportation Grant No. 51522F7058 for Fiscal Year 2015 in the amount of \$579,947.00 from the State Funds for transit operating assistance. **(Approved by Operations Committee)**
29. **2014-RT-04** Authorizing the City Manager to accept and execute the Texas Department of Transportation Section 5310 Federal-Enhanced Mobility of Seniors and Individuals with Disabilities Project Grant Agreement No. 5122F7127 in the amount of \$99,716.00. This grant requires a 20% local match of \$24,929.00 for a total of \$124,645.00 to be used for preventive maintenance expenditures for the El Lift Para-Transit Department. **(Approved by Operations Committee)**

XVI. ADJOURN AS THE LAREDO MASS TRANSIT BOARD AND RECONVENE AS THE LAREDO CITY COUNCIL AND 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, August 27, 2014 at 7:30 p.m.

Gustavo Guevara, Jr.
City Secretary

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Carlos Villarreal, City Manager

Staff Source: Jessica Newsome-Harris, Executive Assistant to the City Manager

SUBJECT

Public hearing to consider the adoption of the 2015-2019 Capital Improvement Program of the City of Laredo.

PREVIOUS COUNCIL ACTION

The Proposed 2015-2019 Capital Improvement Program for the City of Laredo was submitted to City Council on July 30, 2014.

BACKGROUND

In conformance with section 6.05 of the City Charter, the proposed 2015-2019 Capital Improvement Program (CIP) was submitted to City Council on July 30, 2014. This public hearing was noticed on five (5) separate days in a newspaper of general circulation on August 6-10, 2014. The CIP was posted on the City's website for public viewing and was available in hard copy at two (2) municipal offices.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Public hearing be held.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Included in Capital Improvement Program.

Attachments

2015-2019 CIP

City of Laredo



Proposed 2015 – 2019 Capital Improvement Program

July 2014

2015 – 2019 Capital Improvement Program

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IV. Glossary



CITY OF LAREDO

CITY MANAGER'S OFFICE

Memorandum

To: Mayor and City Council Members
From: Carlos R. Villarreal, City Manager
Date: July 30, 2014
Re: 2015-2019 Capital Improvement Program

In accordance to City Charter, Article VI Financial Procedures, Section 6.05 Capital Program, I hereby submit the 2015-2019 Capital Improvement Program (CIP) for the City of Laredo. The CIP process is important in that it sets aside periods in time for which priorities are set and limited financial resources are allocated. The demand of being one of the fastest growing cities in the nation has dictated the aggressive approach the City has taken in its capital improvement program over the years. Despite tough economic times, the City of Laredo issued nearly \$600 million in revenue bonds and contractual obligations over the last seven years. We look forward to continued growth and the demand for local infrastructure needs.

Fiscal year 2015 brings funding for many projects in the areas of recreation, public safety, transportation, and water and wastewater. A Sports Complex and Natatorium are city-wide recreational highlights for the entire community to enjoy in coming years. The Sports Complex is a partnership project with Texas A&M International University (TAMIU) to construct eight baseball fields, four softball fields, four multi-purpose fields, twenty-one tennis courts, and a kinesiology building for sports events and tournaments to be held locally. The Natatorium is a partnership project with United Independent School District (UISD) to construct an indoor swimming pool facility for both students and community residents utilize for many years to come. Both these projects will be funded by contractual obligations supported by the Sports Venue Tax. The City of Laredo's contribution is \$15 million and \$3 million for each project, respectively.

Other recreational, street and housing projects for fiscal year 2015 include those supported by Community Development Block Grant (CDBG) funding in the total amount of \$1.6 million improvements to existing parks including: Slaughter Park, Cigarroa Sports Complex, Seven Flags Park, and K. Tarver Park. Additionally, CDBG funds will provide for sidewalks, median beautification, street sign upgrades, and the development of transitional housing.

This year also brings improvements for public safety and mobility. A tax supported contractual obligation is proposed for funding a much needed replacement fire station on Bartlett Avenue. In conjunction with that, Bartlett Avenue will be extended to Del Mar Boulevard to improve our vehicular system mobility by providing another north-south connector within the city. These two projects will cost an estimated \$2.5 million and \$7 million, respectively.

Mobility for commercial and vehicular traffic continues with funding in fiscal year 2015 for Hachar Parkway. This five lane facility will span 5.3 miles from Old Mines Road through the Hachar Trust Track to the north boundary of the proposed Beltway Parkway. Hachar Parkway is estimated to cost \$23 million to be funded via a State Infrastructure Bank (SIB) loan and cost shared in partnership with Webb County.

Additionally, a comprehensive loop project designation for US-59/Future I-69 West will increase level of service along Loop 20 corridor making commercial traffic and passenger traffic flow more efficiently with fewer delays and promises a reduction in congestion. This will be accomplished by upgrading Loop 20/US-59/Future I-69 West from World Trade Bridge to the US-59 intersection south of Lake Casa Blanca (Saunders Avenue) by widening the roadway and constructing interstate highway lanes and six overpasses. This project is complemented by bringing TXDOT, the City of Laredo, Webb County, and the Webb/Laredo Regional Mobility Authority together in partnership to fund the proposed \$521 million project.

The 2015-2019 Capital Improvements Program also has much to offer from federal funding sources for major infrastructure projects for airport and transit operations. Federal Aviation Administration (FAA) funding is proposed in the amount of \$16.8 million, complemented by Airport Funding of \$2.7 million for airport projects such as reconstruction and extension of runways and taxiways and an airport maintenance building. Likewise, Federal Transit Administration (FTA) funding is proposed in the amount of \$6 million, complemented by Transit Sales Tax Funding of \$1.6 million for transit facilities and equipment.

Revenue bonds for water and wastewater projects are also proposed in the amount of \$53 million for next fiscal year to continue several maintenance and operations projects identified in their master plan including the construction of a wastewater treatment plant at Sombreretillo, wastewater treatment plant expansion for South Laredo, an elevated tank at San Isidro, and a waterline along the west side of Loop 20.

Altogether, the proposed 2015-2019 CIP includes over \$687 million in proposed projects for Fiscal Year 2015, and is a comprehensive program of hundreds of projects totaling more than \$1 billion over five years of financial programming.

The 2015-2019 Capital Improvement Program was prepared by the City Manager's Office, together with those departments whose projects are included. The support of the City Council in implementing the Capital Improvement Program has been steadfast. We look forward to working with you to make these projects a reality. Thank you.



2015 - 2019

Revenue Reports

Capital Improvement Program

City of Laredo, Texas
Capital Improvement Program
FY 15 thru FY 19

FUNDING SOURCE SUMMARY

Source	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2015 Bridge Revenue Bond	10,000,000					10,000,000
2015 CO	9,468,000					9,468,000
2015 Solid Waste Revenue Bond	2,954,000					2,954,000
2015 Utility Revenue Bond	53,311,554					53,311,554
2016 Solid Waste Revenue Bond		2,881,000				2,881,000
2016 Utility Revenue Bond		35,712,000				35,712,000
2017 Solid Waste Revenue Bond			2,983,000			2,983,000
2017 Utility Revenue Bond			19,357,000			19,357,000
2018 Solid Waste Revenue Bond				2,811,000		2,811,000
2018 Utility Revenue Bond				39,335,000		39,335,000
2019 Solid Waste Revenue Bond					2,625,000	2,625,000
2019 Utility Revenue Bond					26,135,000	26,135,000
Airport Fund	2,710,000	1,505,000	255,000	600,000	250,000	5,320,000
CDBG	1,617,771					1,617,771
Developer Contribution	1,450,000	3,390,000	2,450,000	300,000		7,590,000
FAA	16,800,000	22,825,000	7,300,000	6,000,000	5,000,000	57,925,000
Federal Earmark		3,000,000				3,000,000
FTA	6,028,000	8,504,000	3,863,433	2,520,000		20,915,433
Land In-Kind Match	400,000	400,000	400,000			1,200,000
NPDES		200,000				200,000
PPFCO		5,372,755				5,372,755
Private Sector Contribution	350,000	1,800,000				2,150,000
Regional Mobility Authority (RMA)	472,759,141					472,759,141
Sports Complex CO	18,000,000					18,000,000
State Infrastructure Bank (SIB) Loan	11,500,000					11,500,000
System Revenue			350,000			350,000
Transit Sales Tax	1,607,000	2,251,000	1,065,859	730,000		5,653,859
TxDOT	57,634,367				856,534	58,490,901
Unfunded/Proposed CO		52,975,776	58,827,152	28,933,911	8,723,800	149,460,639
United ISD	9,000,000					9,000,000
USACE		2,279,000				2,279,000
Webb County	11,500,000					11,500,000
GRAND TOTAL	687,089,833	143,095,531	96,851,444	81,229,911	43,590,334	1,051,857,053

City of Laredo, Texas
Capital Improvement Program
FY 15 thru FY 19

PROJECTS BY FUNDING SOURCE

Source	Project#	Priority	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2015 Bridge Revenue Bond								
Toll System Upgrade	14-BR-001	3	10,000,000					10,000,000
2015 Bridge Revenue Bond Total			10,000,000					10,000,000
2015 CO								
Fire Station #5 - Bartlett	06-FIRE-004	3	2,468,000					2,468,000
Bartlett Avenue Extension to Del Mar	06-STR-003	5	7,000,000					7,000,000
2015 CO Total			9,468,000					9,468,000
2015 Solid Waste Revenue Bond								
Purchase Refuse Trucks FY 2015	12-SW-015	3	2,954,000					2,954,000
2015 Solid Waste Revenue Bond Total			2,954,000					2,954,000
2015 Utility Revenue Bond								
WWTP - Sombrettillo Creek (Northwest Laredo) WWTP	06-WW-021	3	10,000,000					10,000,000
WWTP - South Laredo WWTP 6 MGD Exp Phase I & II	06-WW-022	1	22,076,554					22,076,554
Line Rehabilitation and Contingency Water Breaks	07-WAT-003	3	5,455,000					5,455,000
Sewer Rehabilitation & Contingency-sewer breaks	07-WW-002	3	5,680,000					5,680,000
3 Million Gallon Elevated Tank at San Isidro NE	13-WAT-002	3	5,500,000					5,500,000
24" Waterline west side of Loop 20 (Casa Verde Rd)	13-WAT-005	5	4,600,000					4,600,000
2015 Utility Revenue Bond Total			53,311,554					53,311,554
2016 Solid Waste Revenue Bond								
Purchase Refuse Trucks FY 2016	12-SW-016	3		2,881,000				2,881,000
2016 Solid Waste Revenue Bond Total				2,881,000				2,881,000
2016 Utility Revenue Bond								
Line Rehabilitation and Contingency Water Breaks	07-WAT-003	3		5,455,000				5,455,000
Sewer Rehabilitation & Contingency-sewer breaks	07-WW-002	3		5,680,000				5,680,000
Manadas Creek WWTP 6 MGD	07-WW-003	3		24,000,000				24,000,000
Admin Bldg for Wastewater Collections at NLWWTP	13-WW-003	5		377,000				377,000
12" Water Reclamation Line to TAMIU	14-WW-002	3		200,000				200,000
2016 Utility Revenue Bond Total				35,712,000				35,712,000
2017 Solid Waste Revenue Bond								
Purchase Refuse Trucks FY 2017	12-SW-017	3			2,983,000			2,983,000

Source	Project#	Priority	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2017 Solid Waste Revenue Bond Total					2,983,000			2,983,000
2017 Utility Revenue Bond								
Secondary Water Supply	06-WAT-014	n/a			1,500,000			1,500,000
Line Rehabilitation and Contingency Water Breaks	07-WAT-003	3			5,455,000			5,455,000
Sewer Rehabilitation & Contingency-sewer breaks	07-WW-002	3			5,680,000			5,680,000
24" Waterline West Side of IH 35	13-WAT-004	5			620,000			620,000
Admin Bldg for Wastewater Treatment at SLWWTP	13-WW-002	5			1,202,000			1,202,000
18/24" WW Line	14-WW-001	3			600,000			600,000
12" Water Reclamation Line to TAMIU	14-WW-002	3			2,100,000			2,100,000
60" Water Trans Line from Mines Rd to IH 35 M 14	15-WAT-002	n/a			2,200,000			2,200,000
2017 Utility Revenue Bond Total					19,357,000			19,357,000
2018 Solid Waste Revenue Bond								
Solid Waste Equipment replacement plan FY2018	14-SW-020	3				2,811,000		2,811,000
2018 Solid Waste Revenue Bond Total						2,811,000		2,811,000
2018 Utility Revenue Bond								
Line Rehabilitation and Contingency Water Breaks	07-WAT-003	3				5,455,000		5,455,000
Sewer Rehabilitation & Contingency-sewer breaks	07-WW-002	3				5,680,000		5,680,000
24" Waterline West Side of IH 35	13-WAT-004	5				6,200,000		6,200,000
60" Water Trans Line from Mines Rd to IH 35 M 14	15-WAT-002	n/a				22,000,000		22,000,000
2018 Utility Revenue Bond Total						39,335,000		39,335,000
2019 Solid Waste Revenue Bond								
Solid Waste Equipment Replacement Plan FY2019	15-SW-019	3					2,625,000	2,625,000
2019 Solid Waste Revenue Bond Total							2,625,000	2,625,000
2019 Utility Revenue Bond								
Secondary Water Supply	06-WAT-014	n/a					15,000,000	15,000,000
Line Rehabilitation and Contingency Water Breaks	07-WAT-003	3					5,455,000	5,455,000
Sewer Rehabilitation & Contingency-sewer breaks	07-WW-002	3					5,680,000	5,680,000
2019 Utility Revenue Bond Total							26,135,000	26,135,000
Airport Fund								
Acquire RPZ Land	06-AIR-001	3		200,000	200,000			400,000
Airport Industrial Park Improvements	06-AIR-004	5		500,000				500,000
Reconstruct Apron	06-AIR-005	4	150,000					150,000
Taxiway G Extension	06-AIR-006	5		400,000				400,000
Airport Maintenance Building	06-AIR-007	5	1,400,000					1,400,000
Runway 17L/35R Extension	06-AIR-012	3	400,000					400,000
Rehabilitation of Taxiways	06-AIR-013	3	200,000					200,000
Traffic Signal - Loop 20 / Laredo Int'l Airport	06-TRAF-009	5		130,000				130,000
Passenger Terminal Parking lot	07-AIR-003	3	560,000					560,000
Install Instrument Landing System	11-AIR-03	3		250,000				250,000
Realign Taxiway A	13-AIR-017	3					250,000	250,000

Source	Project#	Priority	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Extend Runway 17L	13-AIR-018	3				600,000		600,000
Replace Tower Beacon	13-AIR-019	3			55,000			55,000
Runway 17L Extension Feasibility Study	14-AIR-003	3		25,000				25,000
Airport Fund Total			2,710,000	1,505,000	255,000	600,000	250,000	5,320,000

CDBG

Slaughter Park	06-PARKS-044	5	200,000					200,000
Sidewalk District VII	09-STR-004	5	200,000					200,000
Cigarroa Sports Complex Improvements	12-PARKS-006	5	200,000					200,000
Median Beautification Dist V	13-STR-001	5	200,000					200,000
Transitional Housing Development	14-GG-004	5	200,000					200,000
Seven Flags Park Improvements	14-PARKS-006	5	200,000					200,000
K. Tarver Park Recreational Improvements	14-PARKS-007	5	200,000					200,000
Street Sign Upgrades	14-STR-004	5	217,771					217,771
CDBG Total			1,617,771					1,617,771

Developer Contribution

N. Laredo Park	06-PARKS-048	5		355,000				355,000
SE - 16" Water Line Extension on IH - 35	06-WAT-005	3	400,000	400,000				800,000
SE - 16" Water Line on Future Arterial	06-WAT-006	5	300,000	300,000	300,000	300,000		1,200,000
SE - 16" Water Line on Future Vallecillo Rd.	06-WAT-007	5	400,000	400,000	400,000			1,200,000
SE - Link Ranch Extension	06-WW-010	5	350,000	1,750,000	1,750,000			3,850,000
Traffic Signal at United HS and International	07-TRAF-005	3		185,000				185,000
Developer Contribution Total			1,450,000	3,390,000	2,450,000	300,000		7,590,000

FAA

Acquire RPZ Land	06-AIR-001	3		2,800,000	2,800,000			5,600,000
Airport Noise Compatibility Program	06-AIR-003	3	4,000,000	4,000,000	4,000,000			12,000,000
Reconstruct Apron	06-AIR-005	4	3,000,000					3,000,000
Taxiway G Extension	06-AIR-006	5		4,000,000				4,000,000
Runway 17L/35R Extension	06-AIR-012	3	7,800,000					7,800,000
Rehabilitation of Taxiways	06-AIR-013	3	2,000,000					2,000,000
Construct Air Traffic Control Tower	07-AIR-001	3		10,000,000				10,000,000
Install Instrument Landing System	11-AIR-03	3		1,750,000				1,750,000
Realign Taxiway A	13-AIR-017	3					5,000,000	5,000,000
Extend Runway 17L	13-AIR-018	3				6,000,000		6,000,000
Replace Tower Beacon	13-AIR-019	3			500,000			500,000
Runway 17L Extension Feasibility Study	14-AIR-003	3		275,000				275,000
FAA Total			16,800,000	22,825,000	7,300,000	6,000,000	5,000,000	57,925,000

Federal Earmark

Bus Passenger Facility and Retail Cente	11-BR-004	3		3,000,000				3,000,000
Federal Earmark Total				3,000,000				3,000,000

FTA

Operations & Maintenance Facility	06-TST-005	3	2,000,000	8,000,000	3,863,433			13,863,433
Heavy Duty Buses and Paratransit Vans	08-TST-006	3	1,740,000	504,000		2,520,000		4,764,000
Security Equipment for Buses and Facilities	10-TST-002	5	288,000					288,000

Source	Project#	Priority	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Transit Facilities Improvements	10-TST-004	5	2,000,000					2,000,000
FTA Total			6,028,000	8,504,000	3,863,433	2,520,000		20,915,433
Land In-Kind Match								
Airport Noise Compatibility Program	06-AIR-003	3	400,000	400,000	400,000			1,200,000
Land In-Kind Match Total			400,000	400,000	400,000			1,200,000
NPDES								
N. Laredo Park	06-PARKS-048	5		200,000				200,000
NPDES Total				200,000				200,000
PPFCO								
800 MHz System Upgrade	14-GG-001	5		3,700,000				3,700,000
800 MHz Radios	14-GG-002	5		1,672,755				1,672,755
PPFCO Total				5,372,755				5,372,755
Private Sector Contribution								
Rental Car Service Center	06-AIR-008	5		1,500,000				1,500,000
400 S. Seymour Drainage Improvements	06-DR-023	5		300,000				300,000
Alternative Water Source for Irrigation - TAMIU	14-WAT-001	5	350,000					350,000
Private Sector Contribution Total			350,000	1,800,000				2,150,000
Regional Mobility Authority (RMA)								
US 59/I-69 (Loop 20) Hwy Interstate Improvement	15-STR-006	n/a	472,759,141					472,759,141
Regional Mobility Authority (RMA) Total			472,759,141					472,759,141
Sports Complex CO								
Sports Complex	14-PARKS-009	5	15,000,000					15,000,000
Natatorium	14-PARKS-010	5	3,000,000					3,000,000
Sports Complex CO Total			18,000,000					18,000,000
State Infrastructure Bank (SIB) Loan								
Hachar Parkway	15-STR-005	3	11,500,000					11,500,000
State Infrastructure Bank (SIB) Loan Total			11,500,000					11,500,000
System Revenue								
Landfill Perimeter Channel	12-SW-012	3			350,000			350,000
System Revenue Total					350,000			350,000
Transit Sales Tax								

Source	Project#	Priority	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Bus Shelters	06-TST-001	5	25,000	25,000	25,000	25,000		100,000
Operations & Maintenance Facility	06-TST-005	3	500,000	2,000,000	965,859			3,465,859
Heavy Duty Buses and Paratransit Vans	08-TST-006	3	435,000	126,000		630,000		1,191,000
Support Vehicle Replacements	08-TST-009	5	75,000	100,000	75,000	75,000		325,000
Security Equipment for Buses and Facilities	10-TST-002	5	72,000					72,000
Transit Facilities Improvements	10-TST-004	5	500,000					500,000
Transit Sales Tax Total			1,607,000	2,251,000	1,065,859	730,000		5,653,859

TxDOT

Scott/Sanchez Grade Separation	11-TX-002	n/a					406,534	406,534
San Bernardo Avenue	12-TX-005	n/a					450,000	450,000
Loop 20	14-TX-001	n/a	8,905,367					8,905,367
US 59/I-69 (Loop 20) Hwy Interstate Improvement	15-STR-006	n/a	48,729,000					48,729,000
TxDOT Total			57,634,367				856,534	58,490,901

Unfunded/Proposed CO

Calton Rd. (Westgate Subd. Drainage Improvements)	06-DR-001	3		320,000				320,000
Boise Way Drainage Improvements	06-DR-003	3		350,000				350,000
Hillside Rd. - Cypress Ave. Drainage Improvements	06-DR-004	1			360,000			360,000
Texas - Aldama II Drainage	06-DR-011	5			520,000			520,000
Riverside Drive Drainage Improvements	06-DR-021	5			1,400,000			1,400,000
400 S. Seymour Drainage Improvements	06-DR-023	5		485,000				485,000
Bedford/Candlewood Drainage	06-DR-024	3			420,000			420,000
Fire Station #3 - San Bernardo Ave.	06-FIRE-003	3			2,304,720			2,304,720
Fire Station #8 - Del Mar	06-FIRE-005	3		2,606,346				2,606,346
Fire Station #16 - Unitech	06-FIRE-006	3				3,361,911		3,361,911
Fire Station #15 - Hwy 59	06-FIRE-007	3			3,147,032			3,147,032
Plaza Theater Restoration	06-GG-002	5		6,172,430				6,172,430
Environmental Collection Ctr (East Laredo Rec Ctr)	06-GG-007	5		500,000				500,000
Traffic Safety Warehouse	06-GG-011	3		1,500,000				1,500,000
Fence	06-HTH-004	5		383,000				383,000
Remodeling Health Complex	06-HTH-007	5		250,000	400,000			650,000
ATV Trail & Facility	06-PARKS-002	5		230,000				230,000
Downtown Plaza Improvements	06-PARKS-015	5		250,000				250,000
Heritage/San Jose Park	06-PARKS-024	5		775,000				775,000
Los 2 Laredos Park	06-PARKS-030	5		175,000				175,000
North Central Park (East)	06-PARKS-036	3		2,000,000	5,000,000			7,000,000
Salt Cedar Removal	06-PARKS-041	5		1,100,000				1,100,000
Trautman Park/Pool Improvements	06-PARKS-047	5		500,000				500,000
N. Laredo Park	06-PARKS-048	5		480,000				480,000
Water Park	06-PARKS-049	5			6,500,000			6,500,000
Construction of Multipurpose Building	06-POL-002	3		6,600,000				6,600,000
Northwest and Southeast Command Posts	06-POL-003	3			6,600,000			6,600,000
Bartlett Extension to Hwy 83	06-STR-005A	5			8,500,000			8,500,000
Bartlett Extension to Hwy 83	06-STR-005B	5				17,000,000		17,000,000
Chicago Street Pedestrian Ramp	06-STR-008	5				1,970,000		1,970,000
Downtown Sidewalk Improvements	06-STR-012	5		50,000				50,000
McPherson Median	06-STR-017	3			390,000	211,000		601,000
Rail Crossing Upgrades	06-STR-021	4		75,000	75,000	75,000	75,000	300,000
River Road Construction	06-STR-022	5			1,225,000	1,041,000		2,266,000
Springfield North Extension	06-STR-028	5			4,300,000			4,300,000
Springfield South Extension	06-STR-029	5			345,000			345,000

Source	Project#	Priority	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Vidaurri Avenue Paving (Scott to Jefferson)	06-STR-031	5			1,508,000			1,508,000
Zacatecas St. Extension (Ejido to Las Americas Sub	06-STR-032	5			329,000			329,000
Traffic Signal - Mayberry @ Springfield	06-TRAF-010	5					175,000	175,000
Traffic Signal Improvements	06-TRAF-015	4		500,000				500,000
CBD Traffic and Streetlight Pole Replacement	06-TRAF-016	4		200,000	200,000	200,000	200,000	800,000
El Portal Northbound Ramp to IH35	07-BR-004	3					6,000,000	6,000,000
Parks and Recreation Administration Offices	07-GG-001	5			2,000,000			2,000,000
Playground Equipment Replacement	07-PARKS-004	5		200,000	200,000	200,000	200,000	800,000
North Central Park (West)	07-PARKS-006	5		2,500,000	2,500,000	1,000,000		6,000,000
River Hills Recreation Center	07-PARKS-012	5			5,500,000			5,500,000
Railroad Quiet Zones	07-STR-001	5		6,300,000				6,300,000
GPS Survey Grid	07-STR-003	5			30,000			30,000
Streetlights at Various Locations	07-TRAF-003	5					250,000	250,000
Traffic Signal - San Isidro and International	07-TRAF-004	3		180,000				180,000
Laredo Center for the Arts Renovations	08-GG-001	5		3,000,000				3,000,000
Vital Statistics/WIC-Logan Building Remodeling	08-HTH-011	5		1,450,000				1,450,000
Bookmobile Replacement	08-LIB-001	5			400,000			400,000
San Isidro Branch Library	08-LIB-002	5			350,000	3,355,000		3,705,000
Country Club Drainage	09-DR-001	3			303,400			303,400
Three Points Pool Restrooms Facility Expansion	09-PARKS-004	5		150,000				150,000
ITS - School Flasher Comm Upgrade	09-TRAF-009	5		150,000				150,000
Pedestrian Gates Upgrade	10-BR-001	3		500,000				500,000
San Francisco Javier Neighborhood Park	10-PARKS-001	5		215,000				215,000
North Central Park (North)	10-PARKS-002	5		2,500,000				2,500,000
Sidewalks District VI	10-STR-001	5		1,000,000	500,000	500,000		2,000,000
Bus Passenger Facility and Retail Cente	11-BR-004	3		5,500,000				5,500,000
Jacaman Culvert Replacement	11-DR-002	3		560,000				560,000
Fire Fitness Center	11-FIRE-008	5					1,803,800	1,803,800
Cemetery Renovations	11-GG-003	5		379,000				379,000
Police Fence Project	11-POL-001	3		300,000				300,000
Cigarroa Sports Complex Improvements	12-PARKS-006	5		270,000				270,000
WARNING BEACON - FM1472 at VERDE BLVD	13-TRAF-001	3		100,000				100,000
WARNING BEACON - MUNICIPAL GOLF COURSE	13-TRAF-002	3		100,000				100,000
Traffic Signal - Ejido Ave and Lomas Del Sur	13-TRAF-003	3		150,000				150,000
Traffic Signal - Ejido and Sierra Vista	13-TRAF-004	3		150,000				150,000
Traffic Signal - Communication Upgrade	13-TRAF-005	3		500,000				500,000
Traffic Signal - Bartlett and Calton	13-TRAF-006	3		150,000				150,000
Traffic Signal - Bartlett and Hillside	13-TRAF-007	3		150,000				150,000
Traffic Signal - Bartlett and Thomas Ave / Gale	13-TRAF-008	3		150,000				150,000
Traffic Signal - Ejido and Pita Mangana	13-TRAF-009	3		150,000				150,000
Traffic Signal - Ejido and Chacota	13-TRAF-010	3		150,000				150,000
Traffic Signal - Killam and Sara	13-TRAF-011	3		150,000				150,000
Traffic Signal - LED Complete Retrofit	13-TRAF-012	4		20,000	20,000	20,000	20,000	80,000
WTB Lane Expansion - Southbound	15-Br-001	n/a			3,000,000			3,000,000
Construction at Animal Care Facility	15-HTH-001	5		400,000	500,000			900,000
Unfunded/Proposed CO Total				52,975,776	58,827,152	28,933,911	8,723,800	149,460,639

United ISD

Natatorium	14-PARKS-010	5	9,000,000					9,000,000
United ISD Total			9,000,000					9,000,000

USACE

Source	Project#	Priority	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Rio Grande Ecosystem Restoration	06-PARKS-039	5		2,279,000				2,279,000
USACE Total				2,279,000				2,279,000
Webb County								
Hachar Parkway	15-STR-005	3	11,500,000					11,500,000
Webb County Total			11,500,000					11,500,000
GRAND TOTAL			687,089,833	143,095,531	96,851,444	81,229,911	43,590,334	1,051,857,053



2015 - 2019

Expenditure Reports

Capital Improvement Program

City of Laredo, Texas
Capital Improvement Program
FY 15 thru FY 19

DEPARTMENT SUMMARY

Department	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Airport	19,910,000	29,400,000	7,955,000	6,600,000	8,550,000	72,415,000
Bridge	11,500,000	9,000,000	3,000,000		6,000,000	29,500,000
Drainage		2,080,000	3,053,400			5,133,400
Fire	2,468,000	2,606,346	5,451,752	3,361,911	1,803,800	15,691,809
General Government	1,600,000	16,924,185	2,000,000			20,524,185
Health		2,483,000	900,000			3,383,000
Library			750,000	3,355,000		4,105,000
Parks	30,793,000	14,322,500	23,062,500	1,200,000	200,000	69,578,000
Police		6,900,000	6,600,000			13,500,000
Solid Waste	2,954,000	2,881,000	3,333,000	2,811,000	2,625,000	14,604,000
Streets	555,605,912	10,425,000	17,202,000	20,797,000	75,000	604,104,912
Traffic		3,265,000	220,000	220,000	645,000	4,350,000
Transit	7,635,000	10,755,000	4,929,292	3,250,000		26,569,292
TxDOT	10,744,247	16,208,538			856,534	27,809,319
Wastewater	54,841,559	31,846,850	11,709,000	5,680,000	5,680,000	109,757,409
Water	18,033,745	18,755,000	14,475,000	33,955,000	20,455,000	105,673,745
TOTAL	716,085,463	177,852,419	104,640,944	81,229,911	46,890,334	1,126,699,071

City of Laredo, Texas
Capital Improvement Program
FY 15 thru FY 19

PROJECTS BY YEAR

Project Name	Department	Project #	Priority	Project Cost
FY 15				
Airport Noise Compatibility Program	Airport	06-AIR-003	3	4,400,000
Reconstruct Apron	Airport	06-AIR-005	4	3,150,000
Airport Maintenance Building	Airport	06-AIR-007	5	1,400,000
Runway 17L/35R Extension	Airport	06-AIR-012	3	8,200,000
Rehabilitation of Taxiways	Airport	06-AIR-013	3	2,200,000
Passenger Terminal Parking lot	Airport	07-AIR-003	3	560,000
Hazardous Materials Containment Facility at WTB	Bridge	06-BR-009	3	1,500,000
Toll System Upgrade	Bridge	14-BR-001	3	10,000,000
Fire Station #5 - Bartlett	Fire	06-FIRE-004	3	2,468,000
Federal Court House Renovations	General Government	14-GG-003	5	1,400,000
Transitional Housing Development	General Government	14-GG-004	5	200,000
Central Laredo Senior Citizen Center	Parks	06-PARKS-006	3	493,000
Convention Center	Parks	06-PARKS-011	5	2,500,000
Slaughter Park	Parks	06-PARKS-044	5	200,000
Cigarroa Sports Complex Improvements	Parks	12-PARKS-006	5	200,000
Seven Flags Park Improvements	Parks	14-PARKS-006	5	200,000
K. Tarver Park Recreational Improvements	Parks	14-PARKS-007	5	200,000
Sports Complex	Parks	14-PARKS-009	5	15,000,000
Natorium	Parks	14-PARKS-010	5	12,000,000
Purchase Refuse Trucks FY 2015	Solid Waste	12-SW-015	3	2,954,000
Bartlett Avenue Extension to Del Mar	Streets	06-STR-003	5	7,000,000
Sidewalk District VII	Streets	09-STR-004	5	200,000
Median Beautification Dist V	Streets	13-STR-001	5	200,000
Streets and Paving	Streets	14-STR-002	3	3,500,000
Street Sign Upgrades	Streets	14-STR-004	5	217,771
Hachar Parkway	Streets	15-STR-005	3	23,000,000
US 59/I-69 (Loop 20) Hwy Interstate Improvement	Streets	15-STR-006	n/a	521,488,141
Bus Shelters	Transit	06-TST-001	5	25,000
Operations & Maintenance Facility	Transit	06-TST-005	3	2,500,000
Heavy Duty Buses and Paratransit Vans	Transit	08-TST-006	3	2,175,000
Support Vehicle Replacements	Transit	08-TST-009	5	75,000
Security Equipment for Buses and Facilities	Transit	10-TST-002	5	360,000
Transit Facilities Improvements	Transit	10-TST-004	5	2,500,000
Flecha/Las Cruces Realignment	TxDOT	06-TX-005	3	1,838,880
Loop 20	TxDOT	14-TX-001	n/a	8,905,367
SE - Link Ranch Extension	Wastewater	06-WW-010	5	350,000
WWTP - Sombrettillo Creek (Northwest Laredo) WWTP	Wastewater	06-WW-021	3	14,000,000
WWTP - South Laredo WWTP 6 MGD Exp Phase I & II	Wastewater	06-WW-022	1	22,076,554
Sewer Rehabilitation & Contingency-sewer breaks	Wastewater	07-WW-002	3	5,680,000
Manadas Creek WWTP 6 MGD	Wastewater	07-WW-003	3	6,000,000
Laredo Colombia WWTP - 60,000 GPD Expansion	Wastewater	09-WW-001	5	100,000
Modeling Project for Waste Water	Wastewater	11-WW-001	5	260,005
Unitec Waste Water Treatment Plant	Wastewater	11-WW-002	5	100,000
Zacate Creek WWTP Force Main & Lift Station Improv	Wastewater	11-WW-003	5	3,500,000

Project Name	Department	Project #	Priority	Project Cost
Automatic Meter Reading	Wastewater	13-WW-001	3	2,275,000
12" WW Line - Bartlett Extension	Wastewater	15-WW-001	3	500,000
SE - 16" Water Line Extension on IH - 35	Water	06-WAT-005	3	400,000
SE - 16" Water Line on Future Arterial	Water	06-WAT-006	5	300,000
SE - 16" Water Line on Future Vallecillo Rd.	Water	06-WAT-007	5	400,000
Line Rehabilitation and Contingency Water Breaks	Water	07-WAT-003	3	5,455,000
48" Transmission Line	Water	07-WAT-004	3	700,000
El Pico WTP	Water	07-WAT-007	3	500,000
Modeling Project for Water	Water	11-WAT-001	5	53,745
Automatic Meter Reading	Water	13-WAT-001	3	2,275,000
3 Million Gallon Elevated Tank at San Isidro NE	Water	13-WAT-002	3	5,500,000
24" Waterline west side of Loop 20 (Casa Verde Rd)	Water	13-WAT-005	5	600,000
Alternative Water Source for Irrigation - TAMIU	Water	14-WAT-001	5	350,000
16" Transmission Main - Bartlett Extension	Water	15-WAT-003	3	1,500,000
Total for FY 15				716,085,463

FY 16

Acquire RPZ Land	Airport	06-AIR-001	3	3,000,000
Airport Noise Compatibility Program	Airport	06-AIR-003	3	4,400,000
Airport Industrial Park Improvements	Airport	06-AIR-004	5	500,000
Taxiway G Extension	Airport	06-AIR-006	5	4,400,000
Rental Car Service Center	Airport	06-AIR-008	5	1,500,000
Construct Air Traffic Control Tower	Airport	07-AIR-001	3	10,000,000
Install Instrument Landing System	Airport	11-AIR-03	3	2,000,000
Instrument Landing System	Airport	13-AIR-015	3	3,300,000
Runway 17L Extension Feasibility Study	Airport	14-AIR-003	3	300,000
Pedestrian Gates Upgrade	Bridge	10-BR-001	3	500,000
Bus Passenger Facility and Retail Cente	Bridge	11-BR-004	3	8,500,000
Calton Rd. (Westgate Subd. Drainage Improvements)	Drainage	06-DR-001	3	385,000
Boise Way Drainage Improvements	Drainage	06-DR-003	3	350,000
400 S. Seymour Drainage Improvements	Drainage	06-DR-023	5	785,000
Jacaman Culvert Replacement	Drainage	11-DR-002	3	560,000
Fire Station #8 - Del Mar	Fire	06-FIRE-005	3	2,606,346
Plaza Theater Restoration	General Government	06-GG-002	5	6,172,430
Environmental Collection Ctr (East Laredo Rec Ctr)	General Government	06-GG-007	5	500,000
Traffic Safety Warehouse	General Government	06-GG-011	3	1,500,000
Laredo Center for the Arts Renovations	General Government	08-GG-001	5	3,000,000
Cemetery Renovations	General Government	11-GG-003	5	379,000
800 MHz System Upgrade	General Government	14-GG-001	5	3,700,000
800 MHz Radios	General Government	14-GG-002	5	1,672,755
Fence	Health	06-HTH-004	5	383,000
Remodeling Health Complex	Health	06-HTH-007	5	250,000
Vital Statistics/WIC-Logan Building Remodeling	Health	08-HTH-011	5	1,450,000
Construction at Animal Care Facility	Health	15-HTH-001	5	400,000
ATV Trail & Facility	Parks	06-PARKS-002	5	830,000
Chacon Creek Recreational Improvements	Parks	06-PARKS-008	5	1,200,000
Downtown Plaza Improvements	Parks	06-PARKS-015	5	250,000
Heritage/San Jose Park	Parks	06-PARKS-024	5	775,000
Los 2 Laredos Park	Parks	06-PARKS-030	5	175,000
North Central Park (East)	Parks	06-PARKS-036	3	2,000,000
Rio Grande Ecosystem Restoration	Parks	06-PARKS-039	5	3,050,000
Salt Cedar Removal	Parks	06-PARKS-041	5	1,100,000
Trautman Park/Pool Improvements	Parks	06-PARKS-047	5	500,000
N. Laredo Park	Parks	06-PARKS-048	5	1,035,000
Playground Equipment Replacement	Parks	07-PARKS-004	5	200,000

Project Name	Department	Project #	Priority	Project Cost
North Central Park (West)	Parks	07-PARKS-006	5	2,500,000
Three Points Pool Restrooms Facility Expansion	Parks	09-PARKS-004	5	12,500
San Francisco Javier Neighborhood Park	Parks	10-PARKS-001	5	150,000
North Central Park (North)	Parks	10-PARKS-002	5	275,000
Cigarroa Sports Complex Improvements	Parks	12-PARKS-006	5	270,000
Construction of Multipurpose Building	Police	06-POL-002	3	6,600,000
Police Fence Project	Police	11-POL-001	3	300,000
Purchase Refuse Trucks FY 2016	Solid Waste	12-SW-016	3	2,881,000
Downtown Sidewalk Improvements	Streets	06-STR-012	5	50,000
Rail Crossing Upgrades	Streets	06-STR-021	4	75,000
Railroad Quiet Zones	Streets	07-STR-001	5	6,300,000
Sidewalks District VI	Streets	10-STR-001	5	1,000,000
Streets and Paving	Streets	14-STR-002	3	3,000,000
Traffic Signal - Loop 20 / Laredo Int'l Airport	Traffic	06-TRAF-009	5	130,000
Traffic Signal Improvements	Traffic	06-TRAF-015	4	500,000
CBD Traffic and Streetlight Pole Replacement	Traffic	06-TRAF-016	4	200,000
Traffic Signal - San Isidro and International	Traffic	07-TRAF-004	3	180,000
Traffic Signal at United HS and International	Traffic	07-TRAF-005	3	185,000
ITS - School Flasher Comm Upgrade	Traffic	09-TRAF-009	5	150,000
WARNING BEACON - FM1472 at VERDE BLVD	Traffic	13-TRAF-001	3	100,000
WARNING BEACON - MUNICIPAL GOLF COURSE	Traffic	13-TRAF-002	3	100,000
Traffic Signal - Ejido Ave and Lomas Del Sur	Traffic	13-TRAF-003	3	150,000
Traffic Signal - Ejido and Sierra Vista	Traffic	13-TRAF-004	3	150,000
Traffic Signal - Communication Upgrade	Traffic	13-TRAF-005	3	500,000
Traffic Signal - Bartlett and Calton	Traffic	13-TRAF-006	3	150,000
Traffic Signal - Bartlett and Hillside	Traffic	13-TRAF-007	3	150,000
Traffic Signal - Bartlett and Thomas Ave / Gale	Traffic	13-TRAF-008	3	150,000
Traffic Signal - Ejido and Pita Mangana	Traffic	13-TRAF-009	3	150,000
Traffic Signal - Ejido and Chacota	Traffic	13-TRAF-010	3	150,000
Traffic Signal - Killam and Sara	Traffic	13-TRAF-011	3	150,000
Traffic Signal - LED Complete Retrofit	Traffic	13-TRAF-012	4	20,000
Bus Shelters	Transit	06-TST-001	5	25,000
Operations & Maintenance Facility	Transit	06-TST-005	3	10,000,000
Heavy Duty Buses and Paratransit Vans	Transit	08-TST-006	3	630,000
Support Vehicle Replacements	Transit	08-TST-009	5	100,000
Calton Overpass	TxDOT	06-TX-002	3	16,208,538
SE - Link Ranch Extension	Wastewater	06-WW-010	5	1,750,000
Sewer Rehabilitation & Contingency-sewer breaks	Wastewater	07-WW-002	3	5,680,000
Manadas Creek WWTP 6 MGD	Wastewater	07-WW-003	3	24,000,000
Admin Bldg for Wastewater Treatment at SLWWTP	Wastewater	13-WW-002	5	160,300
Admin Bldg for Wastewater Collections at NLWWTP	Wastewater	13-WW-003	5	56,550
12" Water Reclamation Line to TAMIU	Wastewater	14-WW-002	3	200,000
SE - 16" Water Line Extension on IH - 35	Water	06-WAT-005	3	400,000
SE - 16" Water Line on Future Arterial	Water	06-WAT-006	5	300,000
SE - 16" Water Line on Future Vallecillo Rd.	Water	06-WAT-007	5	400,000
Line Rehabilitation and Contingency Water Breaks	Water	07-WAT-003	3	5,455,000
48" Transmission Line	Water	07-WAT-004	3	8,200,000
24" Waterline west side of Loop 20 (Casa Verde Rd)	Water	13-WAT-005	5	4,000,000
Total for FY 16				177,852,419
FY 17				
Acquire RPZ Land	Airport	06-AIR-001	3	3,000,000
Airport Noise Compatibility Program	Airport	06-AIR-003	3	4,400,000
Replace Tower Beacon	Airport	13-AIR-019	3	555,000
WTB Lane Expansion - Southbound	Bridge	15-Br-001	n/a	3,000,000

Project Name	Department	Project #	Priority	Project Cost
Hillside Rd. - Cypress Ave. Drainage Improvements	Drainage	06-DR-004	1	360,000
Texas - Aldama II Drainage	Drainage	06-DR-011	5	520,000
Riverside Drive Drainage Improvements	Drainage	06-DR-021	5	1,400,000
Bedford/Candlewood Drainage	Drainage	06-DR-024	3	470,000
Country Club Drainage	Drainage	09-DR-001	3	303,400
Fire Station #3 - San Bernardo Ave.	Fire	06-FIRE-003	3	2,304,720
Fire Station #15 - Hwy 59	Fire	06-FIRE-007	3	3,147,032
Parks and Recreation Administration Offices	General Government	07-GG-001	5	2,000,000
Remodeling Health Complex	Health	06-HTH-007	5	400,000
Construction at Animal Care Facility	Health	15-HTH-001	5	500,000
Bookmobile Replacement	Library	08-LIB-001	5	400,000
San Isidro Branch Library	Library	08-LIB-002	5	350,000
North Central Park (East)	Parks	06-PARKS-036	3	5,000,000
Water Park	Parks	06-PARKS-049	5	7,500,000
Playground Equipment Replacement	Parks	07-PARKS-004	5	200,000
North Central Park (West)	Parks	07-PARKS-006	5	2,500,000
River Hills Recreation Center	Parks	07-PARKS-012	5	5,500,000
Three Points Pool Restrooms Facility Expansion	Parks	09-PARKS-004	5	137,500
North Central Park (North)	Parks	10-PARKS-002	5	2,225,000
Northwest and Southeast Command Posts	Police	06-POL-003	3	6,600,000
Landfill Perimeter Channel	Solid Waste	12-SW-012	3	350,000
Purchase Refuse Trucks FY 2017	Solid Waste	12-SW-017	3	2,983,000
Bartlett Extension to Hwy 83	Streets	06-STR-005A	5	8,500,000
McPherson Median	Streets	06-STR-017	3	390,000
Rail Crossing Upgrades	Streets	06-STR-021	4	75,000
River Road Construction	Streets	06-STR-022	5	1,225,000
Springfield North Extension	Streets	06-STR-028	5	4,300,000
Springfield South Extension	Streets	06-STR-029	5	345,000
Vidaurre Avenue Paving (Scott to Jefferson)	Streets	06-STR-031	5	1,508,000
Zacatecas St. Extension (Ejido to Las Americas Sub	Streets	06-STR-032	5	329,000
GPS Survey Grid	Streets	07-STR-003	5	30,000
Sidewalks District VI	Streets	10-STR-001	5	500,000
CBD Traffic and Streetlight Pole Replacement	Traffic	06-TRAF-016	4	200,000
Traffic Signal - LED Complete Retrofit	Traffic	13-TRAF-012	4	20,000
Bus Shelters	Transit	06-TST-001	5	25,000
Operations & Maintenance Facility	Transit	06-TST-005	3	4,829,292
Support Vehicle Replacements	Transit	08-TST-009	5	75,000
SE - Link Ranch Extension	Wastewater	06-WW-010	5	1,750,000
Sewer Rehabilitation & Contingency-sewer breaks	Wastewater	07-WW-002	3	5,680,000
Admin Bldg for Wastewater Treatment at SLWWTP	Wastewater	13-WW-002	5	1,202,000
Admin Bldg for Wastewater Collections at NLWWTP	Wastewater	13-WW-003	5	377,000
18/24" WW Line	Wastewater	14-WW-001	3	600,000
12" Water Reclamation Line to TAMIU	Wastewater	14-WW-002	3	2,100,000
SE - 16" Water Line on Future Arterial	Water	06-WAT-006	5	300,000
SE - 16" Water Line on Future Vallecillo Rd.	Water	06-WAT-007	5	400,000
Secondary Water Supply	Water	06-WAT-014	n/a	1,500,000
Line Rehabilitation and Contingency Water Breaks	Water	07-WAT-003	3	5,455,000
Martin High School - Elevated Tank	Water	09-WAT-002	5	4,000,000
24" Waterline West Side of IH 35	Water	13-WAT-004	5	620,000
60" Water Trans Line from Mines Rd to IH 35 M 14	Water	15-WAT-002	n/a	2,200,000
Total for FY 17				104,640,944

FY 18

Extend Runway 17L	Airport	13-AIR-018	3	6,600,000
Fire Station #16 - Unitech	Fire	06-FIRE-006	3	3,361,911

Project Name	Department	Project #	Priority	Project Cost
San Isidro Branch Library	Library	08-LIB-002	5	3,355,000
Playground Equipment Replacement	Parks	07-PARKS-004	5	200,000
North Central Park (West)	Parks	07-PARKS-006	5	1,000,000
Solid Waste Equipment replacement plan FY2018	Solid Waste	14-SW-020	3	2,811,000
Bartlett Extension to Hwy 83	Streets	06-STR-005B	5	17,000,000
Chicago Street Pedestrian Ramp	Streets	06-STR-008	5	1,970,000
McPherson Median	Streets	06-STR-017	3	211,000
Rail Crossing Upgrades	Streets	06-STR-021	4	75,000
River Road Construction	Streets	06-STR-022	5	1,041,000
Sidewalks District VI	Streets	10-STR-001	5	500,000
CBD Traffic and Streetlight Pole Replacement	Traffic	06-TRAF-016	4	200,000
Traffic Signal - LED Complete Retrofit	Traffic	13-TRAF-012	4	20,000
Bus Shelters	Transit	06-TST-001	5	25,000
Heavy Duty Buses and Paratransit Vans	Transit	08-TST-006	3	3,150,000
Support Vehicle Replacements	Transit	08-TST-009	5	75,000
Sewer Rehabilitation & Contingency-sewer breaks	Wastewater	07-WW-002	3	5,680,000
SE - 16" Water Line on Future Arterial	Water	06-WAT-006	5	300,000
Line Rehabilitation and Contingency Water Breaks	Water	07-WAT-003	3	5,455,000
24" Waterline West Side of IH 35	Water	13-WAT-004	5	6,200,000
60" Water Trans Line from Mines Rd to IH 35 M 14	Water	15-WAT-002	n/a	22,000,000

Total for FY 18

81,229,911

FY 19

Instrument Landing System	Airport	13-AIR-015	3	3,300,000
Realign Taxiway A	Airport	13-AIR-017	3	5,250,000
El Portal Northbound Ramp to IH35	Bridge	07-BR-004	3	6,000,000
Fire Fitness Center	Fire	11-FIRE-008	5	1,803,800
Playground Equipment Replacement	Parks	07-PARKS-004	5	200,000
Solid Waste Equipment Replacement Plan FY2019	Solid Waste	15-SW-019	3	2,625,000
Rail Crossing Upgrades	Streets	06-STR-021	4	75,000
Traffic Signal - Mayberry @ Springfield	Traffic	06-TRAF-010	5	175,000
CBD Traffic and Streetlight Pole Replacement	Traffic	06-TRAF-016	4	200,000
Streetlights at Various Locations	Traffic	07-TRAF-003	5	250,000
Traffic Signal - LED Complete Retrofit	Traffic	13-TRAF-012	4	20,000
Scott/Sanchez Grade Separation	TxDOT	11-TX-002	n/a	406,534
San Bernardo Avenue	TxDOT	12-TX-005	n/a	450,000
Sewer Rehabilitation & Contingency-sewer breaks	Wastewater	07-WW-002	3	5,680,000
Secondary Water Supply	Water	06-WAT-014	n/a	15,000,000
Line Rehabilitation and Contingency Water Breaks	Water	07-WAT-003	3	5,455,000

Total for FY 19

46,890,334

GRAND TOTAL

1,126,699,071

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Airport
Contact Airport Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-AIR-001
Project Name Acquire RPZ Land

CIP Section Transportation
District(s) 5

Prior CIP # 01-96-001

Total Project Cost: \$6,000,000

Description

Acquire RPZ to Runway 17L, acquire land for compatability and development. A total of approximately 166 acres.

Justification

Enhance compatibility and development at airport will be needed regarding Extension of Runway 17L.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Acquisition		3,000,000	3,000,000			6,000,000
Total		3,000,000	3,000,000			6,000,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Airport Fund		200,000	200,000			400,000
FAA		2,800,000	2,800,000			5,600,000
Total		3,000,000	3,000,000			6,000,000

Budget Impact/Other

No budget impact the acquired land will remain undeveloped.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Airport
Contact Airport Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-AIR-003

Project Name Airport Noise Compatibility Program

CIP Section Transportation

Prior CIP # 96-36-007

District(s) All

Total Project Cost: \$42,550,000

Description

This will implement FAR PART 150 Airport Noise compatibility plan which includes the purchase of residential developed land located south of the airport. This is an on-going project that is being accomplished in phases over the next approximate 10-years.

Justification

To assist residents within the noise impacted areas by providing assistance with noise mitigation, land acquisition and relocation services.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
29,350,000	Acquisition	4,000,000	4,000,000	4,000,000			12,000,000
	Design/Engineering	300,000	300,000	300,000			900,000
Total	Construction	100,000	100,000	100,000			300,000
	Total	4,400,000	4,400,000	4,400,000			13,200,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
29,350,000	FAA	4,000,000	4,000,000	4,000,000			12,000,000
Total	Land In-Kind Match	400,000	400,000	400,000			1,200,000
	Total	4,400,000	4,400,000	4,400,000			13,200,000

Budget Impact/Other

Program income funds airport projects

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Airport
Contact Airport Director
Type Improvement
Useful Life 25
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-AIR-004

Project Name Airport Industrial Park Improvements

CIP Section Transportation

Prior CIP # 96-36-008

District(s) All

Total Project Cost: \$500,000

Description

This project includes infrastructure improvements such as road access, utilities, and drainage on the eastern quadrants of the airport.

Justification

This project will make more land available for development, thus enhancing airport revenues.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		50,000				50,000
Construction		450,000				450,000
Total		500,000				500,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Airport Fund		500,000				500,000
Total		500,000				500,000

Budget Impact/Other

Contingent upon availability of future funding (i.e. land sale proceeds).

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Airport
Contact Airport Director
Type Improvement
Useful Life
Category Unassigned
Priority 4 Maintenance
Status Active

Project # 06-AIR-005
Project Name Reconstruct Apron

CIP Section Transportation
District(s) 5

Prior CIP # 97-36-011

Total Project Cost: \$30,492,000

Description

Reconstruct approximately 1.6 million sq.ft. of apron. FAA has funded Phase 1, 2, 3, 4, 5, 6, and 7. Phases 1 thru 7 are completed. Several more phases remain to be funded and constructed.

Justification

Apron pavement is being stressed. Reconstruction will enhance safety and capacity.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
27,342,000	Design/Engineering	150,000					150,000
	Construction	3,000,000					3,000,000
Total	Total	3,150,000					3,150,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
27,342,000	Airport Fund	150,000					150,000
	FAA	3,000,000					3,000,000
Total	Total	3,150,000					3,150,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Airport
Contact Airport Director
Type Improvement
Useful Life 20
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-AIR-006
Project Name Taxiway G Extension

CIP Section Transportation

Prior CIP # 97-36-014

District(s) 5

Total Project Cost: \$4,400,000

Description

Taxiway G will be extended north 1,740 linear feet. This will make for a full parallel Runway 17R/35L.

Justification

Enhance safety and capacity.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		350,000				350,000
Construction		4,000,000				4,000,000
Contingencies		50,000				50,000
Total		4,400,000				4,400,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Airport Fund		400,000				400,000
FAA		4,000,000				4,000,000
Total		4,400,000				4,400,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Airport
Contact Airport Director
Type Improvement
Useful Life 25
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-AIR-007

Project Name Airport Maintenance Building

CIP Section Transportation

Prior CIP # 97-36-015

District(s) 5

Total Project Cost: \$1,400,000

Description

This 10,000 sq.ft. facility will house the Airport's Building and Grounds Maintenance Division.

Justification

To consolidate airport building and grounds operations into one facility to better service daily operational needs and to house staff and equipment in one location.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering	200,000					200,000
Construction	1,200,000					1,200,000
Total	1,400,000					1,400,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Airport Fund	1,400,000					1,400,000
Total	1,400,000					1,400,000

Budget Impact/Other

Contingent upon availability of future funding (i.e. land proceeds).

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Airport
Contact Airport Director
Type Improvement
Useful Life 25
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-AIR-008
Project Name Rental Car Service Center

CIP Section Transportation
District(s) 5

Prior CIP # 98-36-011

Total Project Cost: \$1,500,000

Description

Construct a car rental service center to include five maintenance bays, parking lot for 150 vehicles, landscaping, fencing and access road.

Justification

To provide a service center for car rental companies that are airport tenants. Car rental companies will pay airport a fee for every car rental transaction to offset the design and construction cost of the rental car service center facility.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		200,000				200,000
Construction		1,300,000				1,300,000
Total		1,500,000				1,500,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Private Sector Contribution		1,500,000				1,500,000
Total		1,500,000				1,500,000

Budget Impact/Other

Contingent upon the availability of future funding from the proposed imposition of a surcharge to daily car rental contracts.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Airport
Contact Airport Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-AIR-012

Project Name Runway 17L/35R Extension

CIP Section Transportation

Prior CIP # 97-36-016

District(s) All

Total Project Cost: \$8,200,000

Description

Extend runway 17L and installation of an instrument landing system (ILS) at Runway 17L/35R to enable precision landings.

Justification

The City has already invested \$3.4 million to acquire the land.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering	1,200,000					1,200,000
Construction	7,000,000					7,000,000
Total	8,200,000					8,200,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Airport Fund	400,000					400,000
FAA	7,800,000					7,800,000
Total	8,200,000					8,200,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Airport
Contact Airport Director
Type Improvement
Useful Life 25
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-AIR-013
Project Name Rehabilitation of Taxiways

CIP Section Transportation
District(s) 5
Prior CIP # 96-34-001

Total Project Cost: \$10,950,000

Description

Rehabilitate active taxiways.

Justification

Rehab all taxiways to enhance safety and capacity.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
8,750,000	Design/Engineering	200,000					200,000
	Construction	2,000,000					2,000,000
Total	Total	2,200,000					2,200,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
8,750,000	Airport Fund	200,000					200,000
	FAA	2,000,000					2,000,000
Total	Total	2,200,000					2,200,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Airport
Contact Airport Director
Type Improvement
Useful Life 50
Category Unassigned
Priority 3 Essential
Status Active

Project # 07-AIR-001

Project Name Construct Air Traffic Control Tower

CIP Section Transportation

Prior CIP # NEW

District(s) 5

Total Project Cost: \$10,000,000

Description

Construct Replacement Air Traffic Control Tower (ATCT).

Justification

Construct and lease back to the FAA to receive reimbursement to airport fund.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		1,000,000				1,000,000
Construction		9,000,000				9,000,000
Total		10,000,000				10,000,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
FAA		10,000,000				10,000,000
Total		10,000,000				10,000,000

Budget Impact/Other

Contingent upon the availability of future federal funding.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Airport
Contact Airport Director
Type Improvement
Useful Life 50
Category Unassigned
Priority 3 Essential
Status Active

Project # 07-AIR-003

Project Name Passenger Terminal Parking lot

CIP Section Transportation

Prior CIP # NEW

District(s) 5

Total Project Cost: \$560,000

Description

Convert existing passenger terminal parking lot to paid parking to include expansion.

Justification

To increase capacity and generate new revenues to help offset the cost of maintaining the parking lot and terminal building operating expenses.

Annual passenger growth has averaged 10%.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering	60,000					60,000
Construction	500,000					500,000
Total	560,000					560,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Airport Fund	560,000					560,000
Total	560,000					560,000

Budget Impact/Other

Currently planning on having a workshop and RFP to convert to paid parking.

Prior	Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
470,000	Contractual Services	40,000					40,000
	Materials & Supplies		40,000				40,000
Total	Personnel	170,000	180,000				350,000
	Total	210,000	220,000				430,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Airport
Contact Airport Director
Type Equipment
Useful Life 50
Category Unassigned
Priority 3 Essential
Status Active

Project # 11-AIR-03
Project Name Install Instrument Landing System

CIP Section Transportation
District(s) 5

Prior CIP #

Total Project Cost: \$2,000,000

Description

Design, acquire and install an Instrument Landing System at Runway 17L to enable precision approaches.

Justification

This ILS will enhance airport operational safety and enhance capacity.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Acquisition		1,500,000				1,500,000
Design/Engineering		75,000				75,000
Construction		425,000				425,000
Total		2,000,000				2,000,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Airport Fund		250,000				250,000
FAA		1,750,000				1,750,000
Total		2,000,000				2,000,000

Budget Impact/Other

No operating budget impact. FAA is to assume cost of maintenance.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Airport
Contact Airport Director
Type Equipment
Useful Life 30
Category Unassigned
Priority 3 Essential
Status Active

Project # 13-AIR-015

Project Name Instrument Landing System

CIP Section Transportation

Prior CIP #

District(s) 5

Total Project Cost: \$6,600,000

Description

Upgrade existing ILS including Localizer to Runway 17R and add a second ILS to Runway 17L.

Justification

The existing ILS is old generation equipment prone to failure. A new generation ILS will enhance safety.

The second ILS will enhance safety and help ensure that at minimum one ILS will be in operating condition at all times.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		300,000			300,000	600,000
Construction		3,000,000			3,000,000	6,000,000
Total		3,300,000			3,300,000	6,600,000

Prior

6,600,000

Total

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Airport
Contact Airport Director
Type Improvement
Useful Life 30
Category Unassigned
Priority 3 Essential
Status Active

Project # 13-AIR-017
Project Name Realign Taxiway A

CIP Section Transportation
District(s) 5

Prior CIP #

Total Project Cost: \$5,250,000

Description

Realign north section of Taxiway A at intersection with Runway 14.

Justification

To improve the geometry of the Taxiway to minize runway incursions. This will enhance airport operational safety.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering					250,000	250,000
Construction					5,000,000	5,000,000
Total					5,250,000	5,250,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Airport Fund					250,000	250,000
FAA					5,000,000	5,000,000
Total					5,250,000	5,250,000

Budget Impact/Other

No impact to Airport Operations Budget

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Airport
Contact Airport Director
Type Unassigned
Useful Life 50
Category Unassigned
Priority 3 Essential
Status Active

Project # 13-AIR-018

Project Name Extend Runway 17L

CIP Section Transportation

Prior CIP #

District(s) 5

Total Project Cost: \$6,600,000

Description

Extend Runway 17L by approximately 1,500 feet.

Justification

A longer runway will enhance airport capacity and be able to service larger aircraft.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering				600,000		600,000
Construction				6,000,000		6,000,000
Total				6,600,000		6,600,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Airport Fund				600,000		600,000
FAA				6,000,000		6,000,000
Total				6,600,000		6,600,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Airport
Contact Airport Director
Type Equipment
Useful Life 25
Category Unassigned
Priority 3 Essential
Status Active

Project # 13-AIR-019

Project Name Replace Tower Beacon

CIP Section Transportation

Prior CIP #

District(s) 5

Total Project Cost: \$555,000

Description

Replace tower beacon.

Justification

The tower beacon is old and rusted and requires excessive maintenance.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering			55,000			55,000
Construction			500,000			500,000
Total			555,000			555,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Airport Fund			55,000			55,000
FAA			500,000			500,000
Total			555,000			555,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Airport
Contact Airport Director
Type Unassigned
Useful Life 50
Category Unassigned
Priority 3 Essential
Status Active

Project # 14-AIR-003

Project Name Runway 17L Extension Feasibility Study

CIP Section Transportation

Prior CIP #

District(s) 5

Total Project Cost: \$300,000

Description

Conduct a cost / benefit analysis and enviromental study to determine feasibility of extending Runway 17L.

Justification

Extending the runway will enable the landing of larger cargo aircraft to include international flights. The Mexican Customs project is bound to increase air cargo opportunities.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Other		300,000				300,000
Total		300,000				300,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Airport Fund		25,000				25,000
FAA		275,000				275,000
Total		300,000				300,000

Budget Impact/Other

Increase airport revenues.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Bridge
Contact Bridge Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-BR-009

Project Name Hazardous Materials Containment Facility at WTB

CIP Section Transportation

Prior CIP # 08-40-001

District(s) All

Total Project Cost: \$1,753,802

Description

Hazardous materials containment system at the World Trade Bridge to collect hazardous materials spills occurring on the bridge approaches, prior to the bridge span.

Justification

The construction of this facility would allow the crossing of hazardous materials to be processed at the World Trade Bridge.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
253,802	Construction	1,500,000					1,500,000
Total	Total	1,500,000					1,500,000

Prior

1,753,802

Total

Budget Impact/Other

This project has no operational impact. It is a system to process hazardous materials at WTB.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Bridge
Contact Bridge Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 07-BR-004

Project Name El Portal Northbound Ramp to IH35

CIP Section Transportation

Prior CIP #

District(s) All

Total Project Cost: \$6,000,000

Description

Northbound ramp from El Portal to IH-35.

Justification

Ramp would provide easier access to IH35 from the downtown area. Ramp would provide easier accessibility to all downtown and El Portal customers and customers crossing into the US from Mexico. It would alleviate traffic in downtown area.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering					650,000	650,000
Construction					5,350,000	5,350,000
Total					6,000,000	6,000,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO					6,000,000	6,000,000
Total					6,000,000	6,000,000

Budget Impact/Other

The northbound ramp is not expected to generate neither a cost or savings impact. The project is a connector road facilitating access to IH-35 from the downtown area.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Bridge
Contact Bridge Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 10-BR-001
Project Name Pedestrian Gates Upgrade

CIP Section Transportation

Prior CIP #

District(s) All

Total Project Cost: \$500,000

Description

Upgrade pedestrian gates to maintain optimal performance due to wear and tear.

Justification

Upgrade pedestrian gates to maintain optimal performance due to wear and tear.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Equipment		500,000				500,000
Total		500,000				500,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		500,000				500,000
Total		500,000				500,000

Budget Impact/Other

No budget impact.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Bridge
Contact Bridge Director
Type Unassigned
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 11-BR-004

Project Name Bus Passenger Facility and Retail Center

CIP Section Transportation

Prior CIP #

District(s) All

Total Project Cost: \$8,500,000

Description

Bus Passenger Facility and Retail Center to provide bus passengers entering the U.S. a facility with adequate amenities. Retail Center is an expansion to bus passenger facility to provide bus passengers waiting on processing with a retail area with access to food, shopping and resting areas.

Justification

Currently, there is no facility available to process bus passengers entering the U.S. The experience passengers receive now as they arrive enter the U.S. through the Laredo Port of Entry is not very inviting. There are no restroom facilities, no waiting area, no place to eat, passengers are forced to wait outside mostly in very hot weather while awaiting processing by CBP. The construction of a bus processing facility would provide bus passengers areas where passengers can rest and use restroom amenities. The facility would have retail outlets that would house restaurants and shopping. The experience passengers have as they enter the U.S. through our city would be positive.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		650,000				650,000
Construction		7,850,000				7,850,000
Total		8,500,000				8,500,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Federal Earmark		3,000,000				3,000,000
Unfunded/Proposed CO		5,500,000				5,500,000
Total		8,500,000				8,500,000

Budget Impact/Other

The operational cost of the facility would be for maintenance and operations. The retail outlets would be income generating to the city as they would be leased to different vendors.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Bridge
Contact Bridge Director
Type Maintenance
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 14-BR-001
Project Name Toll System Upgrade

CIP Section Transportation
District(s) All

Prior CIP #

Total Project Cost: \$10,000,000

Description

Upgrade toll system to a new technology for processing vehicular (non-commercial and commercial) traffic. Upgrade includes, hardware and software, lane controllers, patron toll displays and traffic light, fiber optic treadles with frames, light curtains and weight in motion.

Justification

Current system was installed in 2000, system life expectancy is between 7-8 yrs.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Equipment	10,000,000					10,000,000
Total	10,000,000					10,000,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2015 Bridge Revenue Bond	10,000,000					10,000,000
Total	10,000,000					10,000,000

Budget Impact/Other

No additional cost would be incurred on an annual basis due to upgrade. Current budget already factors in regular scheduled maintenance costs.

Capital Improvement Program

FY 15 *thru* FY 19

Department Bridge

City of Laredo, Texas

Contact

Project # 15-Br-001

Type Improvement

Project Name WTB Lane Expansion - Southbound

Useful Life

Category Unassigned

CIP Section

Prior CIP #

Priority n/a

District(s)

Status Active

Total Project Cost: \$3,000,000

Description

Expansion of the southbound lanes. Toll lanes would be increased from the current eight lanes.

Justification

Prepare infrastructure/facilities to accommodate future growth

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Construction			3,000,000			3,000,000
Total			3,000,000			3,000,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO			3,000,000			3,000,000
Total			3,000,000			3,000,000

Budget Impact/Other

The project has no operational impact of cost or savings.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Drainage
Contact Env. Director
Type Improvement
Useful Life 50
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-DR-001
Project Name Calton Rd. (Westgate Subd. Drainage Improvements)

CIP Section Public Works
Prior CIP # 00-22d-001
District(s) 5

Total Project Cost: \$385,000

Description

Project consists of adding a concrete box culvert to existing drainage facility at Westgate channel area.

Justification

To alleviate flooding.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		50,000				50,000
Construction		300,000				300,000
Contingencies		35,000				35,000
Total		385,000				385,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
65,000	Unfunded/Proposed CO		320,000				320,000
Total	Total		320,000				320,000

Budget Impact/Other

None.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Drainage
Contact Env. Director
Type Improvement
Useful Life 50
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-DR-003
Project Name Boise Way Drainage Improvements

CIP Section Public Works
Prior CIP # 00-22d-003
District(s) 6

Total Project Cost: \$400,000

Description

Project consists of installing 24" RCP pipe into the existing storm drainage system to alleviate the localized flooding at Del Mar Subdivision Area.

Justification

Alleviate flooding

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
50,000	Construction		325,000				325,000
	Contingencies		25,000				25,000
Total	Total		350,000				350,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
50,000	Unfunded/Proposed CO		350,000				350,000
Total	Total		350,000				350,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Drainage
Contact City Engineer
Type Improvement
Useful Life 50
Category Unassigned
Priority 1 Mandated
Status Active

Project # 06-DR-004
Project Name Hillside Rd. - Cypress Ave. Drainage Improvements

CIP Section Public Works
Prior CIP # 00-22d-004
District(s) 5

Total Project Cost: \$360,000

Description

Project consists of installing a 30' storm pipe into the existing storm drainage system at McPherson and Hillside Road to alleviate localized flooding at the Hillside Road and Cypress Avenue intersection.

Justification

To alleviate flooding.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Acquisition			100,000			100,000
Construction			230,000			230,000
Contingencies			30,000			30,000
Total			360,000			360,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO			360,000			360,000
Total			360,000			360,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Drainage
Contact City Engineer
Type Improvement
Useful Life 50
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-DR-011

Project Name Texas - Aldama II Drainage

CIP Section Public Works

Prior CIP # 08-22d-001

District(s) 3

Total Project Cost: \$520,000

Description

Acquisition and construction of drainage infrastructure.

Justification

to alleviate flooding.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Acquisition			300,000			300,000
Design/Engineering			40,000			40,000
Construction			180,000			180,000
Total			520,000			520,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO			520,000			520,000
Total			520,000			520,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Drainage
Contact City Engineer
Type Improvement
Useful Life 50
Category Unassigned
Priority 5 Desirable
Status Active

Project # 06-DR-021

Project Name Riverside Drive Drainage Improvements

CIP Section Public Works

Prior CIP # 99-22d-003

District(s) 7

Total Project Cost: \$1,400,000

Description

Project consists of replacing the existing earthen channels along existing roadway with conventional underground drainage system in order to better drain the area, which is subject to flooding due to undersized culvert crossings and under maintained earthen channels. Project includes street reconstruction and utility adjustments.

Justification

to alleviate flooding.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering			100,000			100,000
Construction			1,200,000			1,200,000
Contingencies			100,000			100,000
Total			1,400,000			1,400,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO			1,400,000			1,400,000
Total			1,400,000			1,400,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Drainage
Contact Env. Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desirable
Status Active

Project # 06-DR-023

Project Name 400 S. Seymour Drainage Improvements

CIP Section Public Works

Prior CIP # 00-22D-005

District(s) 3

Total Project Cost: \$785,000

Description

Project consists of placement of 72" RCP pipe from Milk Street to Gates Street then a 48" RCP pipe from Gates Street to Marion Street and replace some of the earthen Channel with concrete boxes

Justification

To reduce flooding

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		65,000				65,000
Construction		650,000				650,000
Contingencies		70,000				70,000
Total		785,000				785,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Private Sector Contribution		300,000				300,000
Unfunded/Proposed CO		485,000				485,000
Total		785,000				785,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Drainage
Contact City Engineer
Type Improvement
Useful Life 50
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-DR-024

Project Name Bedford/Candlewood Drainage

CIP Section Public Works

Prior CIP # 04-22d-003

District(s) 6

Total Project Cost: \$470,000

Description

Projects consists of alleviating localized flooding in the Del Mar Hills, Section 1, Area "B" site. Project will include extension of a storm drainage system. Eastments need to be obtained through dedication.

Phase I: Acquisition of 11 Bedford.

Justification

Reduce Flooding.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Acquisition			150,000			150,000
Design/Engineering			50,000			50,000
Construction			250,000			250,000
Contingencies			20,000			20,000
Total			470,000			470,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
50,000	Unfunded/Proposed CO			420,000			420,000
Total	Total			420,000			420,000

Budget Impact/Other

It will impact on maintenance operations by Environmental Dept.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Drainage
Contact City Engineer
Type Unassigned
Useful Life life
Category Unassigned
Priority 3 Essential
Status Active

Project # 09-DR-001

Project Name Country Club Drainage

CIP Section Public Works

Prior CIP #

District(s) 6

Total Project Cost: \$303,400

Description

1. 8 inlets @ 4000/ea	\$ 32,000
2. underground pipe 1500 @ 75/l.f.	112,500
3. concrete channelization 500 @ 150/l.f.	75,000
Subtotal	\$219,500
10% Eng.	40,000
20% Contingencies & Fees	43,900
Total	\$303,400

Justification

A combination of proposed underground and concrete channels to reduce flooding at Fairway in the northeast corner of Country Club Estates.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering			40,000			40,000
Construction			219,500			219,500
Contingencies			43,900			43,900
Total			303,400			303,400

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO			303,400			303,400
Total			303,400			303,400

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Drainage
Contact Env. Director
Type Improvement
Useful Life 30
Category Unassigned
Priority 3 Essential
Status Active

Project # 11-DR-002
Project Name Jacaman Culvert Replacement

CIP Section Public Works

Prior CIP #

District(s) 5

Total Project Cost: \$700,000

Description

Replace Jacaman Road culvert on Zacate Creek with a single span Bridge.

Justification

To alleviate flooding along Jacaman Road.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
140,000	Construction		500,000				500,000
	Contingencies		60,000				60,000
Total	Total		560,000				560,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
140,000	Unfunded/Proposed CO		560,000				560,000
Total	Total		560,000				560,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Fire
Contact Fire Chief
Type Improvement
Useful Life 50
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-FIRE-003

Project Name Fire Station #3 - San Bernardo Ave.

CIP Section Public Safety

Prior CIP # 07-24-003

District(s) 8

Total Project Cost: \$2,304,720

Description

Replace Fire Station #3 located at 2420 San Bernardo Avenue. Two (2) bay station.
Approximately 7,850 sq. ft.

Justification

Replace existing station with a building providing for adequate square footage to house both a Fire Pumper and Ambulance Unit.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering			334,320			334,320
Construction			1,758,400			1,758,400
Equipment			212,000			212,000
Total			2,304,720			2,304,720

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO			2,304,720			2,304,720
Total			2,304,720			2,304,720

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Fire
Contact Fire Chief
Type Improvement
Useful Life 50
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-FIRE-004
Project Name Fire Station #5 - Bartlett

CIP Section Public Safety
District(s) 4
Prior CIP # 09-24-001

Total Project Cost: \$2,468,000

Description

Replace Fire Station #5 located at 2601 Bartlett Street . Three (3) bay station. Approximately 9,200 sq. ft.

Justification

Replace existing station with a building providing for adequate square footage to house a Fire Pumper, Ambulance Unit, and EMS Supervisor.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering	316,000					316,000
Construction	1,952,000					1,952,000
Equipment	200,000					200,000
Total	2,468,000					2,468,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2015 CO	2,468,000					2,468,000
Total	2,468,000					2,468,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Fire
Contact Fire Chief
Type Improvement
Useful Life 50
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-FIRE-005
Project Name Fire Station #8 - Del Mar

CIP Section Public Safety

Prior CIP # 06-24-002

District(s) 6

Total Project Cost: \$2,722,916

Description

Replace Fire Station #8 located at 510 E. Del Mar Blvd. with a four (4) bay station.

Justification

Replace existing station providing for adequate square footage to house one (1) Fire Pumper, one (1) Aerial Truck, one (1) Ambulance unit, one (1) EMS Supervisor and one (1) District Chief.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
116,570	Design/Engineering		245,846				245,846
	Construction		2,000,000				2,000,000
Total	Equipment		360,500				360,500
	Total		2,606,346				2,606,346

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
116,570	Unfunded/Proposed CO		2,606,346				2,606,346
Total	Total		2,606,346				2,606,346

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Fire
Contact Fire Chief
Type Improvement
Useful Life 50
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-FIRE-006
Project Name Fire Station #16 - Unitech

CIP Section Public Safety

Prior CIP # 05-24-001

District(s) 6

Total Project Cost: \$3,361,911

Description

Fire Station #16 will be located in the vicinity of the South Unitech Area on IH-35. Two (2) bay stations. Approximately 7,850 sq. feet.

Justification

Provide for a building with adequate square footage to house a Fire Pumper and Ambulance Unit to increase response coverage and minimize response time.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Acquisition				103,000		103,000
Design/Engineering				314,025		314,025
Construction				1,765,536		1,765,536
Equipment				1,179,350		1,179,350
Total				3,361,911		3,361,911

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO				3,361,911		3,361,911
Total				3,361,911		3,361,911

Budget Impact/Other

The addition of twenty one (21) firefighters as FTE's will be necessary to provide the manpower for the proposed station.

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Contractual Services				42,230		42,230
Materials & Supplies				104,000		104,000
Personnel				2,412,260		2,412,260
Total				2,558,490		2,558,490

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Fire
Contact Fire Chief
Type Improvement
Useful Life 50
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-FIRE-007

Project Name Fire Station #15 - Hwy 59

CIP Section Public Safety

Prior CIP # 06-24-001

District(s) 2,5

Total Project Cost: \$3,147,032

Description

Fire Station #15 will be located on Highway 59. Two (2) bay station (shared 50% Dist II, 50% Dist V). Approximately 7,850 sq. ft.

Justification

Provide for a building with adequate square footage to house a Fire Pumper and Ambulance Unit to increase response coverage and minimize response time.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Acquisition			100,000			100,000
Design/Engineering			286,888			286,888
Construction			1,612,634			1,612,634
Equipment			1,147,510			1,147,510
Total			3,147,032			3,147,032

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO			3,147,032			3,147,032
Total			3,147,032			3,147,032

Budget Impact/Other

The addition of twenty one (21) firefighters as FTE's will be necessary to provide the manpower for the proposed station.

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Contractual Services			41,000			41,000
Materials & Supplies			101,000			101,000
Personnel			2,342,000			2,342,000
Total			2,484,000			2,484,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Fire
Contact Fire Chief
Type Unassigned
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 11-FIRE-008
Project Name Fire Fitness Center

CIP Section Public Safety

Prior CIP #

District(s) All

Total Project Cost: \$1,803,800

Description

Fitness and Wellness Center. Square footage area of approximately 6,000.

Justification

New building to include full gym activities such as weight room, cardiovascular area, shower and restroom facilities, and lockers.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Acquisition					94,400	94,400
Design/Engineering					70,900	70,900
Construction					1,475,000	1,475,000
Equipment					163,500	163,500
Total					1,803,800	1,803,800

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO					1,803,800	1,803,800
Total					1,803,800	1,803,800

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department General Government
Contact Community Development Dire
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-GG-002

Project Name Plaza Theater Restoration

CIP Section General Government

Prior CIP #

District(s) 8

Total Project Cost: \$6,470,430

Description

Improvements will include rehabilitation of the front facade consisting of repairs to the marquee sign and doors, installation of lighting and painting of the exterior. (Complete)

Restoration of plaza theater to a performing arts center. (\$6M)

Justification

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
298,000	Acquisition		700,000				700,000
	Design/Engineering		732,530				732,530
Total	Construction		4,069,000				4,069,000
	Equipment		240,000				240,000
	Contingencies		430,900				430,900
	Total		6,172,430				6,172,430

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
298,000	Unfunded/Proposed CO		6,172,430				6,172,430
Total	Total		6,172,430				6,172,430

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

Department General Government

City of Laredo, Texas

Contact Env. Director

Project # 06-GG-007

Type Improvement

Project Name Environmental Collection Ctr (East Laredo Rec Ctr)

Useful Life

Category Unassigned

CIP Section General Government

Prior CIP #

Priority 5 Desireable

District(s) All

Status Active

Total Project Cost: \$600,000

Description

A collection center for citizens to drop off chemicals, electronics waste, and an environmental education center (total of 10,000 sq. ft.).

Justification

Provide environmental education to the community

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
100,000	Construction		500,000				500,000
Total	Total		500,000				500,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
100,000	Unfunded/Proposed CO		500,000				500,000
Total	Total		500,000				500,000

Budget Impact/Other

One FTE to manage the center with Solid waste

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department General Government

Contact Traffic Director

Project # 06-GG-011

Project Name Traffic Safety Warehouse

Type Improvement

Useful Life 50

Category Unassigned

Priority 3 Essential

Status Active

CIP Section Transportation

Prior CIP # NEW

District(s) All

Total Project Cost: \$1,500,000

Description

Construction of new material yard and warehouse for the traffic department.

Justification

The Traffic Safety Department was relocated at which time warehouse was displaced.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		150,000				150,000
Construction		1,350,000				1,350,000
Total		1,500,000				1,500,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		1,500,000				1,500,000
Total		1,500,000				1,500,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department General Government

Contact Parks Director

Type Improvement

Useful Life

Category Unassigned

Priority 5 Desirable

Status Active

Project # 07-GG-001

Project Name Parks and Recreation Administration Offices

CIP Section Culture & Recreation

Prior CIP # NEW

District(s) All

Total Project Cost: \$2,000,000

Description

Relocation of PARD Administrative Offices to provide better service & accessibility to the public.

Justification

To provide better customer services & accessibility to the public.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Construction			2,000,000			2,000,000
Total			2,000,000			2,000,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO			2,000,000			2,000,000
Total			2,000,000			2,000,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department General Government

Contact Parks Director

Type Improvement

Useful Life

Category Unassigned

Priority 5 Desireable

Status Active

Project # 08-GG-001

Project Name Laredo Center for the Arts Renovations

CIP Section General Government

Prior CIP #

District(s) All

Total Project Cost: \$3,000,000

Description

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Construction		3,000,000				3,000,000
Total		3,000,000				3,000,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		3,000,000				3,000,000
Total		3,000,000				3,000,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department General Government

Contact Parks Director

Type Improvement

Useful Life

Category Unassigned

Priority 5 Desireable

Status Active

Project # 11-GG-003

Project Name Cemetery Renovations

CIP Section Culture & Recreation

Prior CIP # 07-31-002

District(s) All

Total Project Cost: \$379,000

Description

Reconstruction and rehabilitation of roadways throughout current cemetery approx. 4,535 linear feet.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Construction		379,000				379,000
Total		379,000				379,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		379,000				379,000
Total		379,000				379,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department General Government

Contact IST Director

Project # 14-GG-001

Project Name 800 MHz System Upgrade

Type Equipment

Useful Life 10

Category Unassigned

Priority 5 Desireable

Status Active

CIP Section General Government

Prior CIP #

District(s) All

Total Project Cost: \$3,700,000

Description

800 MHZ Trunked Radio System Software Platform Upgrade From Verzion 7.7 to 7.14.

Justification

System is seven (7) platform versions behind and some critical equipment parts of the system's master switch are getting close to the end of their life.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Equipment		3,700,000				3,700,000
Total		3,700,000				3,700,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
PPFCO		3,700,000				3,700,000
Total		3,700,000				3,700,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department General Government

Contact IST Director

Project # 14-GG-002

Project Name 800 MHz Radios

Type Equipment

Useful Life 05

Category Unassigned

Priority 5 Desirable

Status Active

CIP Section General Government

Prior CIP #

District(s) All

Total Project Cost: \$1,672,755

Description

Three hundred (300) APX6000 Portable Radios. Model #H98UCD9PW5AN

Justification

To provide each firefighter on the scene of an emergency with vital life safety communication equipment. This will allow for and immediate means of communicating the need for emergency assistance if the firefighters find themselves lost or trapped in a fire.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Equipment		1,672,755				1,672,755
Total		1,672,755				1,672,755

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
PPFCO		1,672,755				1,672,755
Total		1,672,755				1,672,755

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

Department General Government

City of Laredo, Texas

Contact City Manager

Project # 14-GG-003

Type Improvement

Project Name Federal Court House Renovations

Useful Life 50

Category Unassigned

CIP Section General Government

Prior CIP #

Priority 5 Desireable

District(s) All

Status Active

Total Project Cost: \$1,400,000

Description

New carpets, celiing tiles, wall removal and replacements, sewer pipe replacements, painting, court room renovations, landscaping, and rehabilitation of historic features.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Construction	1,400,000					1,400,000
Total	1,400,000					1,400,000

Prior

1,400,000

Total

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department General Government
Contact Community Development Dire
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 14-GG-004
Project Name Transitional Housing Development

CIP Section Health & Welfare

Prior CIP #

District(s) All

Total Project Cost: \$200,000

Description

The city will partner with a homeless service provider to acquire and/or rehabilitate an existing facility for use as a transitional housing for homeless families with children.

Justification

Increase the number of transitional housing units available for families in need.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Acquisition	200,000					200,000
Total	200,000					200,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
CDBG	200,000					200,000
Total	200,000					200,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Health
Contact Health Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-HTH-004

Project Name Fence

CIP Section Health & Welfare

Prior CIP # 04-00-002

District(s) 4

Total Project Cost: \$383,000

Description

Construct a brick and wrought iron fence along the Cedar Avenue property perimeter line to enhance the structural design of the complex while at the same time increase the value of the property. In addition, a solid cinder block fence will be constructed along the north perimeter of the property and enclose employee parking for safety and security westside and paving of parking lot.

*Parking lot is 800 linear feet

Justification

For the safety and security of the public and personnel, especially after hours and evenings. Also to enhance the safety and security to our Health complex, vehicles and equipment.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		18,000				18,000
Construction		150,000				150,000
Equipment		215,000				215,000
Total		383,000				383,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		383,000				383,000
Total		383,000				383,000

Budget Impact/Other

Enhance security

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Personnel		17,000				17,000
Total		17,000				17,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Health
Contact Health Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-HTH-007
Project Name Remodeling Health Complex

CIP Section Health & Welfare

Prior CIP # 09-00-001

District(s) 4

Total Project Cost: \$650,000

Description

Phase I: Remodel interior of South Building to include flooring, facilities and bathrooms on both first and second floors. Phase II: Same as above to continue with the rest of the department.

Justification

This will enhance customer service and safety for patients and clients receiving care at the Health complex and ensure safety and continue with the next building.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		20,000	15,000			35,000
Construction		180,000	320,000			500,000
Equipment		50,000	65,000			115,000
Total		250,000	400,000			650,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		250,000	400,000			650,000
Total		250,000	400,000			650,000

Budget Impact/Other

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Materials & Supplies		5,000				5,000
Personnel		29,000				29,000
Total		34,000				34,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Health
Contact Health Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desirable
Status Active

Project # 08-HTH-011

Project Name Vital Statistics/WIC-Logan Building Remodeling

CIP Section Health & Welfare

Prior CIP #

District(s) 3

Total Project Cost: \$1,450,000

Description

Construct City Vital Records Department with Vault, Fire Suppression, and office space.

Justification

Population growth and increased need for birth, death, mortality and other health statistical data has required more efficiency and space. The capacity now is from 100 to over 200 records daily. Automation has made vital records a model but now needs space to become more customer service friendly.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		150,000				150,000
Construction		1,000,000				1,000,000
Equipment		300,000				300,000
Total		1,450,000				1,450,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		1,450,000				1,450,000
Total		1,450,000				1,450,000

Budget Impact/Other

Vital records needs alarm system and maintenance \$10,000 per year.

Capital Improvement Program

FY 15 *thru* FY 19

Department Health

City of Laredo, Texas

Contact

Project # 15-HTH-001

Type Improvement

Project Name Construction at Animal Care Facility

Useful Life

Category Unassigned

CIP Section

Prior CIP #

Priority 5 Desireable

District(s)

Status Active

Total Project Cost: \$900,000

Description

Construction at City Animal Care Facility for additional kennels and housing of an enclosed, air conditioned house for cats and build a permanent administration building.

Justification

Phase III need additional kennels and housing for an enclosed climate control area for cats, to safeguard their housing during impoundment and to prepare for adoption.

Phase IV need to construct administration building for more efficient and enhanced capacity to serve the public.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		70,000				70,000
Construction		250,000	500,000			750,000
Equipment		80,000				80,000
Total		400,000	500,000			900,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		400,000	500,000			900,000
Total		400,000	500,000			900,000

Budget Impact/Other

FTEs needed 3 kennel workers = 88,200, 1 clerk III = 29,400, 2 animal control officers = 67,200, 1 animal control officer II = 37,100.

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Personnel			221,500			221,500
Total			221,500			221,500

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Library
Contact Library Director
Type Improvement
Useful Life 15
Category Unassigned
Priority 5 Desireable
Status Active

Project # 08-LIB-001
Project Name Bookmobile Replacement

CIP Section Culture & Recreation

Prior CIP #

District(s) All

Total Project Cost: \$400,000

Description

Bookmobile stocked with 5,000 books, DVD, Magazines, etc.

Justification

Replacement of 20 year old bookmobile that is no longer in service; public still requesting bookmobile services.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Equipment			400,000			400,000
Total			400,000			400,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO			400,000			400,000
Total			400,000			400,000

Budget Impact/Other

Existing Position (already in budget) - Circulation Supervisor will man both Cyber Mobile and new Bookmobile; yearly magazine subscriptions, updating of library materials, motor fuel and vehicle maintenance.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Library
Contact Library Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desirable
Status Active

Project # 08-LIB-002

Project Name San Isidro Branch Library

CIP Section Culture & Recreation

Prior CIP #

District(s) 6

Total Project Cost: \$3,705,000

Description

Approx. 12,000 sq.ft. branch library to serve residents of City Council District 6.

Justification

Currently no library facilities to serve residents of District 6.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Acquisition			150,000			150,000
Design/Engineering			200,000			200,000
Construction				3,000,000		3,000,000
Equipment				150,000		150,000
Contingencies				205,000		205,000
Total			350,000	3,355,000		3,705,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO			350,000	3,355,000		3,705,000
Total			350,000	3,355,000		3,705,000

Budget Impact/Other

Librarian II, Library Technician I, Custodian. Hire and Train Staff on the last quarter of FY16

Hrs of Operation: Monday thru Friday 10 a.m. to 7 p.m. (45 hours/WK)

Furniture & Computers \$400,000; Library Materials \$400,000.

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total	Future
Contractual Services				70,000	75,000	145,000	380,000
Materials & Supplies				800,000	75,000	875,000	
Personnel				50,000	200,000	250,000	
Total				920,000	350,000	1,270,000	Total

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks
Contact Parks Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-PARKS-002
Project Name ATV Trail & Facility

CIP Section Culture & Recreation

Prior CIP # 07-31-006

District(s) All

Total Project Cost: \$830,000

Description

Acquisition and development of an all terrain vehicle trail and park, to include shades, picnic areas, restrooms, lighting, irrigation and other park improvements.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Acquisition		600,000				600,000
Design/Engineering		30,000				30,000
Construction		200,000				200,000
Total		830,000				830,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
600,000	Unfunded/Proposed CO		230,000				230,000
Total	Total		230,000				230,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks
Contact Parks Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-PARKS-006

Project Name Central Laredo Senior Citizen Center

CIP Section Culture & Recreation

Prior CIP # 06-31-007

District(s) 4

Total Project Cost: \$538,000

Description

Construction of Community Center (commonly known as Buenos Aires) to provide recreational services for elderly.

Note: Operations will be impacted

Project currently under design.

Justification

Community Center for the elderly.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
45,000	Construction	493,000					493,000
Total	Total	493,000					493,000

Prior

538,000

Total

Budget Impact/Other

Note: Operations will be impacted

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks
Contact Parks Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-PARKS-008

Project Name Chacon Creek Recreational Improvements

CIP Section Culture & Recreation

Prior CIP # 05-31-002

District(s) 2, 3, 5

Total Project Cost: \$4,223,000

Description

Dev. Of Chacon Crk. According to Carter Burgess Master Plan from Lake Casa Blanca - Rio Grande; including trails, crossings, intermodal nodes, restrooms, fountains, bike nodes, excluding drainage & other non-recreational improvements.

Ph. I: Rio Grande - Hwy 359 (shared 50% II, 50% III)

Ph. II: Hwy 359 - TxMex Railroad (Dist. II) -Under construction June2011-

Ph. III: TxMex Railroad to Hwy 59 (Dist. II)

Ph. IV: Hwy 59 to Lake Casa Blanca Spilway System Revenues = NPDES

Justification

Provide passive recreational opportunity

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
3,023,000	Construction		1,200,000				1,200,000
Total	Total		1,200,000				1,200,000

Prior

4,223,000

Total

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks
Contact Parks Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-PARKS-011
Project Name Convention Center

CIP Section Culture & Recreation

Prior CIP # 02-00-001

District(s) All

Total Project Cost: \$2,500,000

Description

Improvement design & construction of existing feasibility or design & construction of a new convention center. Feasibility Study completed in 2005.
(General Obligation)

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Construction	2,500,000					2,500,000
Total	2,500,000					2,500,000

Prior

2,500,000

Total

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks
Contact Parks Director
Type Improvement
Useful Life 10
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-PARKS-015
Project Name Downtown Plaza Improvements

CIP Section Culture & Recreation

Prior CIP # 96-31-007

District(s) 8

Total Project Cost: \$250,000

Description

Improvements to St. Agustin, St. Peters, Bruni and Jarvis Plazas, including new lighting, additional brick pavers, foundation renovation, fencing, landscaping and irrigation.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Construction		250,000				250,000
Total		250,000				250,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		250,000				250,000
Total		250,000				250,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks
Contact Parks Director
Type Improvement
Useful Life 25
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-PARKS-024
Project Name Heritage/San Jose Park

CIP Section Culture & Recreation

Prior CIP # 08-31-004

District(s) 2

Total Project Cost: \$775,000

Description

Development of park in an area between San Jose & Heritage mobile home neighborhoods to include basketball courts, walking trail, open multi-purpose fields with irrigation system, landscaping, lighting and other amenities.

Justification

Increase access to recreational facilities.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		74,500				74,500
Construction		700,500				700,500
Total		775,000				775,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		775,000				775,000
Total		775,000				775,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks
Contact Parks Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desirable
Status Active

Project # 06-PARKS-030
Project Name Los 2 Laredos Park

CIP Section Culture & Recreation

Prior CIP # 09-31-001

District(s) 8

Total Project Cost: \$175,000

Description

Installation and/or Construction to replace existing restrooms building @ Los 2 Laredos Park.

Installation of new playgrounds equipment with shade & other improvements.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Construction		175,000				175,000
Total		175,000				175,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		175,000				175,000
Total		175,000				175,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks
Contact Parks Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-PARKS-036
Project Name North Central Park (East)

CIP Section Culture & Recreation

Prior CIP # 04-31-006

District(s) 6

Total Project Cost: \$11,075,000

Description

Design and development of property in North Laredo for a park to include walking/jogging trails, parking, security lighting & other improvements to serve the residents of District VI. (Phase 1A - Completed in 2009)

Ph. II: Design & construction of a recreation center facility.

2010: Development of trail improvements, park benches, lighting, exercise stations, playground, shades, drinking fountains, restrooms, landscape, irrigation & other park related improvements.

NOTE: Project needs to be discussed with Cm. San Miguel to determine specific scope of work on projects along Manadas Creek. (NCP)

Justification

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
4,075,000	Construction		2,000,000	5,000,000			7,000,000
Total	Total		2,000,000	5,000,000			7,000,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
4,075,000	Unfunded/Proposed CO		2,000,000	5,000,000			7,000,000
Total	Total		2,000,000	5,000,000			7,000,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

Department Parks
Contact Env. Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

City of Laredo, Texas

Project # 06-PARKS-039
Project Name Rio Grande Ecosystem Restoration

CIP Section Culture & Recreation

Prior CIP # 01-31-005

District(s) 8

Total Project Cost: \$3,700,000

Description

The project would help to restore approximately 130 acres of the degraded ecosystem by enlarging existing wetlands, removing exotic plants, revegetating the existing aquatic and terrestrial systems with native plants species and restricting vehicular access to the area. Implementation of the project would substantially improve habitat for local wildlife, including three federally endangered species and several state listed threatened and endangered species.

Justification

Eco-restoration & tourism.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
650,000	Construction		2,877,000				2,877,000
	Other		173,000				173,000
Total	Total		3,050,000				3,050,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
1,421,000	USACE		2,279,000				2,279,000
Total	Total		2,279,000				2,279,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks
Contact Parks Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-PARKS-041
Project Name Salt Cedar Removal

CIP Section Culture & Recreation

Prior CIP # 07-31-007

District(s) All

Total Project Cost: \$1,100,000

Description

Identify and initiate the proper and expedient removal of invasive salt cedars along Las Palmas, Chacon Trail, Zacate Creek, and other identified River Vega property or creek tributaries.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Construction		1,100,000				1,100,000
Total		1,100,000				1,100,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		1,100,000				1,100,000
Total		1,100,000				1,100,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks
Contact Parks Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-PARKS-044

Project Name Slaughter Park

CIP Section Culture & Recreation

Prior CIP # 03-31-001

District(s) 3

Total Project Cost: \$9,623,452

Description

Acquisition of land (Completed).

Design (funded by CDBG) and construction of the development of a community park on approx. 37 acres of land located south of Chacon St., north of the Rio Grande River, between Stone, and Tilden.

The design consists of the following:

3 soccer fields, 1 adult baseball field, 4 little league fields, walking trail, sports lighting, proper parking, perimeter fencing and irrigation system.(Completed in 2009)

1 concession/restroom building (under construction - Complete in 2010)

Future phases will include a proposed train.

*Maintenance operations will be impacted.

2012 reprogrammed funds: Construction of splash park and installation of walking track.

2013 CDBG Funding: Construction of a concrete bike trail which will be approximately 12 feet wide and be 1 mile long, a 8,250 sq. ft. pavilion, a skate park, and for other amenities

2015 CDBG Funding: Improvements will include the construction of a basketball court dome with lighting, fencing, sidewalk approaches, bleachers, benches, drinking fountain and related amenities.

Justification

Metaform Studio is currently working on a revised master plan for Slaughter Park.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
9,423,452	Design/Engineering	20,000					20,000
	Construction	180,000					180,000
Total	Total	200,000					200,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
9,423,452	CDBG	200,000					200,000
Total	Total	200,000					200,000

Budget Impact/Other

Project will have no operational impact.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks
Contact Parks Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-PARKS-047

Project Name Trautman Park/Pool Improvements

CIP Section Culture & Recreation

Prior CIP # 97-31-000

District(s) 6

Total Project Cost: \$650,000

Description

Re-placement of cool deck around pool, construction of restrooms, play water station (mini splash park). Reconstruction of parking lot (150).

Justification

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
150,000	Construction		500,000				500,000
Total	Total		500,000				500,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
150,000	Unfunded/Proposed CO		500,000				500,000
Total	Total		500,000				500,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks
Contact Parks Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desirable
Status Active

Project # 06-PARKS-048

Project Name N. Laredo Park

CIP Section Culture & Recreation

Prior CIP # 08-31-006

District(s) 6

Total Project Cost: \$1,085,000

Description

Development of 12.5 acres located north of Shiloh and south of Borchers Elementary School. To include: athletic fields, drainage, roads, landscape, and other related improvements.

Developer's contribution Killam 125k for Park & 130k for drainage, others 100k for park & drainage.

Justification

To provide recreational opportunity.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
50,000	Construction		960,000				960,000
	Contingencies		75,000				75,000
Total	Total		1,035,000				1,035,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
50,000	Developer Contribution		355,000				355,000
	NPDES		200,000				200,000
	Unfunded/Proposed CO		480,000				480,000
Total	Total		1,035,000				1,035,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks
Contact Parks Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-PARKS-049

Project Name Water Park

CIP Section Culture & Recreation

Prior CIP # 05-31-001

District(s) All

Total Project Cost: \$7,600,000

Description

Development of a water park.

Feasibility Study (by Arcadis \$50K)

Update to existing study is currently being developed. (\$50K) (Completed)

*Maintenance operations will be impacted.

Justification

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
100,000	Construction			7,500,000			7,500,000
Total	Total			7,500,000			7,500,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
1,100,000	Unfunded/Proposed CO			6,500,000			6,500,000
Total	Total			6,500,000			6,500,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks
Contact Parks Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desirable
Status Active

Project # 07-PARKS-004
Project Name Playground Equipment Replacement

CIP Section Culture & Recreation
Prior CIP #
District(s) All

Total Project Cost: \$800,000

Description

Replacement of worn/outdated, aged and unsafe playground equipment through out park system as recommended by Master Plan assessment. (4) Sites: Ochoa-Nixon/ Sanchez Ochoa/ Chaparral/Cigarroa.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Construction		200,000	200,000	200,000	200,000	800,000
Total		200,000	200,000	200,000	200,000	800,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		200,000	200,000	200,000	200,000	800,000
Total		200,000	200,000	200,000	200,000	800,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks
Contact Parks Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 07-PARKS-006
Project Name North Central Park (West)

CIP Section Culture & Recreation

Prior CIP #

District(s) 6

Total Project Cost: \$8,550,000

Description

Design and development of a 5 acres & 4 acres neighborhood park in the Tiara de San Isidro Subd. (formerly Devine Mercy project) and TAOS Subd. respectively to include playground module, walking trail, basketball courts, irrigation, parking and other related park amenities to serve the residents of the surrounding area.

Justification

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2,550,000	Construction		2,500,000	2,500,000	1,000,000		6,000,000
Total	Total		2,500,000	2,500,000	1,000,000		6,000,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2,550,000	Unfunded/Proposed CO		2,500,000	2,500,000	1,000,000		6,000,000
Total	Total		2,500,000	2,500,000	1,000,000		6,000,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks
Contact Parks Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 07-PARKS-012
Project Name River Hills Recreation Center

CIP Section Culture & Recreation

Prior CIP #

District(s) 3

Total Project Cost: \$5,715,000

Description

Ph. I: Acquisition of land for the construction of a new recreation center in the River Hills area within District III. (completed acquisition in 2011)

Ph. II: Design and construction of recreational center.

Justification

Increase access to recreational facilities.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
215,000	Design/Engineering			550,000			550,000
	Construction			4,950,000			4,950,000
Total	Total			5,500,000			5,500,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
215,000	Unfunded/Proposed CO			5,500,000			5,500,000
Total	Total			5,500,000			5,500,000

Budget Impact/Other

No operations and/or maintenance impact is planned for FY 2010.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks
Contact Parks Director
Type Improvement
Useful Life 20
Category Unassigned
Priority 5 Desireable
Status Active

Project # 09-PARKS-004
Project Name Three Points Pool Restrooms Facility Expansion

CIP Section Culture & Recreation

Prior CIP #

District(s) 3

Total Project Cost: \$150,000

Description

Expansion and remodeling of existing restroom building facility.

Justification

Basketball and playground users unable to access the outdated existing facility. Remodeling will provide such service.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering			12,500			12,500
Construction			125,000			125,000
Contingencies		12,500				12,500
Total		12,500	137,500			150,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		150,000				150,000
Total		150,000				150,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

Department Parks
Contact Parks Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desirable
Status Active

City of Laredo, Texas

Project # 10-PARKS-001
Project Name San Francisco Javier Neighborhood Park

CIP Section Culture & Recreation

Prior CIP #

District(s) 8

Total Project Cost: \$215,000

Description

This activity entails the acquisition of land and the construction of a neighborhood park to include amenities such as a playscape, benches, a shaded basketball court, shade structures, landscaping and other amenities as deemed necessary.

Justification

Increase access to recreational facilities.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
65,000	Construction		150,000				150,000
Total	Total		150,000				150,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		215,000				215,000
Total		215,000				215,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

Department Parks
Contact Parks Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

City of Laredo, Texas

Project # 10-PARKS-002
Project Name North Central Park (North)

CIP Section Culture & Recreation
District(s) 6

Prior CIP # NEW

Total Project Cost: \$3,140,000

Description

Design and construction of multi-field sports complex, parking, playground structures, and irrigation.

Justification

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
640,000	Design/Engineering		275,000				275,000
	Construction			2,225,000			2,225,000
Total	Total		275,000	2,225,000			2,500,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
640,000	Unfunded/Proposed CO		2,500,000				2,500,000
Total	Total		2,500,000				2,500,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks
Contact Parks Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 12-PARKS-006
Project Name Cigarroa Sports Complex Improvements

CIP Section Culture & Recreation

Prior CIP #

District(s) 2

Total Project Cost: \$933,932

Description

CDBG Funding 2012: Improvements will include dome over existing basketball court, soft walking track around baseball field, and additional amenities as deemed necessary.

CDBG Funding 2014: Improvements will include installation of metal shade structure, spring riders, sidewalks, fencing, water fountain, irrigation and related amenities.

CDBG Funding 2015: This project includes the design and installation of a splash park, shade structures, sidewalk approaches, fencing, and other related amenities.

Justification

Increase access to recreational facilities.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
463,932	Construction	200,000	270,000				470,000
Total	Total	200,000	270,000				470,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
463,932	CDBG	200,000					200,000
	Unfunded/Proposed CO		270,000				270,000
Total	Total	200,000	270,000				470,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

Department Parks
Contact Parks Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

City of Laredo, Texas

Project # 14-PARKS-006
Project Name Seven Flags Park Improvements

CIP Section Culture & Recreation
District(s) VIII

Prior CIP #

Total Project Cost: \$392,736

Description

Park improvements will include, shade structures, benches, bleachers, swing sets, sidewalk, irrigation, landscaping, and related amenities as deemed necessary.

Justification

Increase access to recreational facilities.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
192,736	Design/Engineering	20,000					20,000
	Construction	180,000					180,000
Total	Total	200,000					200,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
192,736	CDBG	200,000					200,000
Total	Total	200,000					200,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks

Contact

Project # 14-PARKS-007

Project Name K. Tarver Park Recreational Improvements

Type Improvement

Useful Life

Category Unassigned

Priority 5 Desireable

Status Active

CIP Section Culture & Recreation

Prior CIP #

District(s) 4

Total Project Cost: \$200,000

Description

Improvements will consist of design and construction of a multi-purpose use field consisting of irrigation, landscaping, benches, shade structures, drinking fountains, exercise stations, spring riders and related amenities.

Justification

Increase access to recreational facilities.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering	40,000					40,000
Construction	160,000					160,000
Total	200,000					200,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
CDBG	200,000					200,000
Total	200,000					200,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks
Contact Parks Director
Type Improvement
Useful Life 50
Category Unassigned
Priority 5 Desireable
Status Active

Project # 14-PARKS-009
Project Name Sports Complex

CIP Section Culture & Recreation
District(s) 5

Prior CIP #

Total Project Cost: \$15,000,000

Description

Construction of a sports complex in partnership with Texas A&M International University (TAMIU). The Sports Complex would be located at the TAMIU campus and operate through a long term use agreement with TAMIU that ensures the citizens of the City realize the full use and benefit of the Sports Complex.

The Sports Complex will be comprised of eight baseball fields, four softball fields, four multi-purpose youth fields and twenty-one tennis courts. The City will be responsible for expenses related to the maintenance and operations of the baseball, softball and youth fields; and TAMIU will be responsible for expenses related to the maintenance and operations of the tennis courts and parking areas.

The Sports complex will be used for professional and amateur sports events, community events, or other sports events, including baseball and tennis tournaments and promotional events, and other civic or charitable events.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering	1,500,000					1,500,000
Construction	13,500,000					13,500,000
Total	15,000,000					15,000,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Sports Complex CO	15,000,000					15,000,000
Total	15,000,000					15,000,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Parks
Contact Parks Director
Type Improvement
Useful Life 50
Category Unassigned
Priority 5 Desireable
Status Active

Project # 14-PARKS-010

Project Name Natatorium

CIP Section Culture & Recreation

Prior CIP #

District(s) 2

Total Project Cost: \$12,000,000

Description

The City of Laredo and United Independent School District will together construct a natatorium for the enjoyment by the residents of the United Independent School District and the citizens of Laredo.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering	1,200,000					1,200,000
Construction	10,800,000					10,800,000
Total	12,000,000					12,000,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Sports Complex CO	3,000,000					3,000,000
United ISD	9,000,000					9,000,000
Total	12,000,000					12,000,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Police
Contact Police Chief
Type Improvement
Useful Life 50
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-POL-002

Project Name Construction of Multipurpose Building

CIP Section Public Safety

Prior CIP # 04-23-001

District(s) All

Total Project Cost: \$6,600,000

Description

Construction of Multipurpose Building/Reconstruction of Building 60.

Justification

The building will house certain divisions of the Police Department including, Detective, Training, Narcotics, Juvenile Enforcement Team, Special Investigative Unit (SIU), SWAT and Finance sections. There is currently a lack of space due to an increase in personnel and no increase in office space or facilities for the department. Building 60 was part of the Laredo Air Force Base which was first activated in 1942; the base was inactivated in 1973 and was turned over to the City of Laredo. Building 60 is still in use by the Police Department; however as a result of age, structural problems have arisen. Some of which include, sloping and sinking floors, cracking walls and plumbing issues. Building 60 is approximately 16,000sq.ft. and the Police Department has outgrown this dilapidated building. In addition, the department wants to house the Narcotics offices and replace the offsite warehouse property room.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Acquisition		500,000				500,000
Design/Engineering		300,000				300,000
Construction		5,800,000				5,800,000
Total		6,600,000				6,600,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		6,600,000				6,600,000
Total		6,600,000				6,600,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Police
Contact Police Chief
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-POL-003

Project Name Northwest and Southeast Command Posts

CIP Section Public Safety

Prior CIP # 95-23-001

District(s) All

Total Project Cost: \$6,600,000

Description

Northwest and Southeast Command Posts.

Justification

These new department command posts would be a vital link between the LPD Command Staff and field officers. The Northwest and Southwest command posts would be in full operation 24 hours a day, 7 days a week.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Acquisition			500,000			500,000
Design/Engineering			300,000			300,000
Construction			5,800,000			5,800,000
Total			6,600,000			6,600,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO			6,600,000			6,600,000
Total			6,600,000			6,600,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Police
Contact Police Chief
Type Improvement
Useful Life life
Category Unassigned
Priority 3 Essential
Status Active

Project # 11-POL-001
Project Name Police Fence Project

CIP Section Public Safety

Prior CIP #

District(s) All

Total Project Cost: \$300,000

Description

Security fence project for main and annex police buildings. Project estimate for the LPD annex was approximately \$385,000 of which only approximately \$119,000 was available for this project using PPFCO funding. Project cannot be completed until funding sources are identify.

Justification

Building security

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Construction		300,000				300,000
Total		300,000				300,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		300,000				300,000
Total		300,000				300,000

Budget Impact/Other

Approximate cost \$250,000- \$300,000

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Contractual Services	150,000					150,000
Materials & Supplies	150,000					150,000
Total	300,000					300,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Solid Waste
Contact Solid Waste Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 12-SW-012

Project Name Landfill Perimeter Channel

CIP Section Public Works

Prior CIP #

District(s) All

Total Project Cost: \$350,000

Description

Construct stormwater channel along north side of landfill for off-site run off as per TCEQ permit. Combined with West Perimeter Channel and East Perimeter Channel.

Justification

TCEQ is requiring stormwater runoff into projected constructed channels.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering			75,000			75,000
Construction			250,000			250,000
Contingencies			25,000			25,000
Total			350,000			350,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
System Revenue			350,000			350,000
Total			350,000			350,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Solid Waste
Contact Solid Waste Director
Type Equipment
Useful Life 05
Category Unassigned
Priority 3 Essential
Status Active

Project # 12-SW-015
Project Name Purchase Refuse Trucks FY 2015

CIP Section Public Works
District(s) All
Prior CIP #

Total Project Cost: \$2,954,000

Description

Replace refuse trucks;
Side Loader refuse trucks 6 each,
Rear Loader refuse trucks 2 each,
Front Loader Refuse Truck 1 each
Ranger extended cab Pickup Trucks 2 each,
Excavator 1 each,
Motor Grader 1 each,

Justification

Solid Waste Services Department must replace older refuse trucks and landfill equipment with new equipment.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Equipment	2,954,000					2,954,000
Total	2,954,000					2,954,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2015 Solid Waste Revenue Bond	2,954,000					2,954,000
Total	2,954,000					2,954,000

Budget Impact/Other

Proposed CO 2015

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Solid Waste
Contact Solid Waste Director
Type Equipment
Useful Life 05
Category Unassigned
Priority 3 Essential
Status Active

Project # 12-SW-016
Project Name Purchase Refuse Trucks FY 2016

CIP Section Public Works
District(s) All
Prior CIP #

Total Project Cost: \$2,881,000

Description

Purchase Refuse Trucks to Replace Older Equipment;
Side Loader Refuse Trucks 6 each,
Rear Loader Refuse Trucks 2 each,
Roll off Truck 1 each,
Compactor 1 each,
Diesel Trucks 2 each,

Justification

Solid Waste must continue to replace older equipment and annual basis.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Equipment		2,881,000				2,881,000
Total		2,881,000				2,881,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2016 Solid Waste Revenue Bond		2,881,000				2,881,000
Total		2,881,000				2,881,000

Budget Impact/Other

Proposed CO 2016,

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Solid Waste
Contact Solid Waste Director
Type Equipment
Useful Life 05
Category Unassigned
Priority 3 Essential
Status Active

Project # 12-SW-017
Project Name Purchase Refuse Trucks FY 2017

CIP Section Public Works
District(s) All
Prior CIP #

Total Project Cost: \$2,983,000

Description

Replace Refuse Trucks;
Side Loader Refuse Trucks 6 each,
Front Loader Refuse Truck 1 each,
Dozer 1 each,
Diesel Trucks 2 each,
Grapple truck 2 each,

Justification

Older refuse trucks need to be replaced and the useful life is five years.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Equipment			2,983,000			2,983,000
Total			2,983,000			2,983,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2017 Solid Waste Revenue Bond			2,983,000			2,983,000
Total			2,983,000			2,983,000

Budget Impact/Other

Proposed 2017 CO

Capital Improvement Program

FY 15 *thru* FY 19

Department Solid Waste

City of Laredo, Texas

Contact

Project # 14-SW-020

Type Equipment

Project Name Solid Waste Equipment replacement plan FY2018

Useful Life 05

Category Unassigned

CIP Section

Prior CIP #

Priority 3 Essential

District(s)

Status Active

Total Project Cost: \$2,811,000

Description

Side Loader Refuse trucks 6 each,
Rear Loader Refuse Trucks 2 each,
Front Loader Refuse Trucks 1 each,
Motor Grader 1 each,
Pickup - diesel 2 each,

Justification

Solid Waste has a current equipment replacement plan.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Equipment				2,811,000		2,811,000
Total				2,811,000		2,811,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2018 Solid Waste Revenue				2,811,000		2,811,000
Bond						
Total				2,811,000		2,811,000

Budget Impact/Other

Proposes 2018 CO

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Solid Waste
Contact Solid Waste Director
Type Equipment
Useful Life 05
Category Unassigned
Priority 3 Essential
Status Active

Project # 15-SW-019
Project Name Solid Waste Equipment Replacement Plan FY2019

CIP Section Public Works

Prior CIP #

District(s) All

Total Project Cost: \$2,625,000

Description

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Equipment					2,625,000	2,625,000
Total					2,625,000	2,625,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2019 Solid Waste Revenue					2,625,000	2,625,000
Bond						
Total					2,625,000	2,625,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Streets
Contact City Engineer
Type Improvement
Useful Life 50
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-STR-003

Project Name Bartlett Avenue Extension to Del Mar

CIP Section Public Works

Prior CIP # 99-22s-006

District(s) 4

Total Project Cost: \$7,000,000

Description

Extension of Bartlett Ave. from Jacaman to Del Mar Blvd.

Justification

To provide another north-south connector.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering	700,000					700,000
Construction	6,300,000					6,300,000
Total	7,000,000					7,000,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2015 CO	7,000,000					7,000,000
Total	7,000,000					7,000,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

Department Streets
Contact City Engineer
Type Improvement
Useful Life 50
Category Unassigned
Priority 5 Desirable
Status Active

City of Laredo, Texas

Project # 06-STR-005A
Project Name Bartlett Extension to Hwy 83

CIP Section Public Works

Prior CIP # 02-22s-22

District(s) 3

Total Project Cost: \$8,500,000

Description

Phase 1: Street Improvements from Guatemozin to Chacon, retaining walls, drainage, ROW acquisition, demolition, and reconstruction of existing Meadow Bridge over Tex-Mex RR Crossing.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Acquisition			2,000,000			2,000,000
Design/Engineering			500,000			500,000
Construction			5,500,000			5,500,000
Contingencies			500,000			500,000
Total			8,500,000			8,500,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO			8,500,000			8,500,000
Total			8,500,000			8,500,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Streets
Contact City Engineer
Type Improvement
Useful Life 50
Category Unassigned
Priority 5 Desirable
Status Active

Project # 06-STR-005B

Project Name Bartlett Extension to Hwy 83

CIP Section Public Works

Prior CIP # 02-22s-22

District(s) 3

Total Project Cost: \$17,000,000

Description

Phase 2: Street improvements from Market to Hwy 83. ROW acquisition, drainage, and 2 new bridge structures at the creek crossing along Bartlett.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Acquisition				5,000,000		5,000,000
Design/Engineering				1,000,000		1,000,000
Construction				10,000,000		10,000,000
Contingencies				1,000,000		1,000,000
Total				17,000,000		17,000,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO				17,000,000		17,000,000
Total				17,000,000		17,000,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Streets
Contact City Engineer
Type Improvement
Useful Life 50
Category Unassigned
Priority 5 Desirable
Status Active

Project # 06-STR-008

Project Name Chicago Street Pedestrian Ramp

CIP Section Public Works

Prior CIP # 08-22s-004

District(s) 7

Total Project Cost: \$1,970,000

Description

Railroad crossing for pedestrians near Chicago Street; 10' wide, 5% ADA grade, 5' landings, 720' length (2 ways = 1,440 l.f.), 100' span, 332.5' height.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Acquisition				500,000		500,000
Design/Engineering				150,000		150,000
Construction				1,200,000		1,200,000
Contingencies				120,000		120,000
Total				1,970,000		1,970,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO				1,970,000		1,970,000
Total				1,970,000		1,970,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Streets
Contact City Engineer
Type Improvement
Useful Life 50
Category Unassigned
Priority 5 Desirable
Status Active

Project # 06-STR-012

Project Name Downtown Sidewalk Improvements

CIP Section Public Works

Prior CIP # 08-22s-005

District(s) 8

Total Project Cost: \$50,000

Description

Proposed sidewalk improvements with ADA accessibility ramps at street corners, throughout a 1 to 1-1/2 block length, on both sides. Location to be identified according to need. To include utility relocations and state inspection fees.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		8,000				8,000
Construction		40,000				40,000
Contingencies		2,000				2,000
Total		50,000				50,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		50,000				50,000
Total		50,000				50,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Streets
Contact City Engineer
Type Improvement
Useful Life 50
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-STR-017
Project Name McPherson Median

CIP Section Public Works
District(s) 5, 6
Prior CIP # 10-22s-006

Total Project Cost: \$601,000

Description

Construction of Median from U.S. 59 to Loop 20.

Phase I: Calton - Del Mar (13,000 ft.)
Phase II: Del Mar - Shiloh (7,000 ft.)
Phase III: Shiloh - B.B. Loop (7,000 ft.)
Phase IV: Saunders - Calton (3,800 ft.)

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering			50,000	27,000		77,000
Construction			340,000	184,000		524,000
Total			390,000	211,000		601,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO			390,000	211,000		601,000
Total			390,000	211,000		601,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Streets
Contact City Engineer
Type Improvement
Useful Life 50
Category Unassigned
Priority 4 Maintenance
Status Active

Project # 06-STR-021

Project Name Rail Crossing Upgrades

CIP Section Public Works

Prior CIP # 03-22s-001

District(s) 3, 7, 8

Total Project Cost: \$300,000

Description

Improvement of grade rail crossings. This includes removal of abandoned lines and resurfacing.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Construction		75,000	75,000	75,000	75,000	300,000
Total		75,000	75,000	75,000	75,000	300,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		75,000	75,000	75,000	75,000	300,000
Total		75,000	75,000	75,000	75,000	300,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Streets
Contact City Engineer
Type Improvement
Useful Life 50
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-STR-022
Project Name River Road Construction

CIP Section Public Works
District(s) All
Prior CIP # 99-22s-010

Total Project Cost: \$2,266,000

Description

Project consists of the construction of a scenic road along the Rio Grande to include drainage structures and related improvements plus street lights.

Phase 1: Jefferson St. to LCC
Phase 2: LCC to Santa Isabel
Phase 3: Santa Ursula to Zacate Creek

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering			125,000	106,000		231,000
Construction			1,000,000	850,000		1,850,000
Contingencies			100,000	85,000		185,000
Total			1,225,000	1,041,000		2,266,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO			1,225,000	1,041,000		2,266,000
Total			1,225,000	1,041,000		2,266,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Streets
Contact City Engineer
Type Improvement
Useful Life 50
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-STR-028

Project Name Springfield North Extension

CIP Section Public Works

Prior CIP # 97-22s-002

District(s) 6

Total Project Cost: \$4,600,000

Description

Phase I: Hill Top II Subdivision to Dominion Del Mar Subdivision (1500ft.). Traffic light at International (\$140K)

Phase II: International to Shiloh 2, 000 ft.

Phase III: Shiloh north to the South of proposed San Isidro Southwest Subdivision approximately 3000 ft.

Justification

Phase-3 is need to move traffic from the proposed new Mall

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
300,000	Acquisition			200,000			200,000
	Construction			3,900,000			3,900,000
Total	Contingencies			200,000			200,000
	Total			4,300,000			4,300,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
300,000	Unfunded/Proposed CO			4,300,000			4,300,000
Total	Total			4,300,000			4,300,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Streets
Contact City Engineer
Type Improvement
Useful Life 50
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-STR-029
Project Name Springfield South Extension

CIP Section Public Works

Prior CIP # 03-22s-005

District(s) 3

Total Project Cost: \$345,000

Description

Market/Springfield Road construction south to Tilden (across from Tex-Mex yard).

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering			30,000			30,000
Construction			300,000			300,000
Contingencies			15,000			15,000
Total			345,000			345,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO			345,000			345,000
Total			345,000			345,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Streets
Contact City Engineer
Type Improvement
Useful Life 50
Category Unassigned
Priority 5 Desirable
Status Active

Project # 06-STR-031

Project Name Vidaurri Avenue Paving (Scott to Jefferson)

CIP Section Public Works

Prior CIP # 07-22s-001

District(s) 8

Total Project Cost: \$1,508,000

Description

Street improvements to 36 feet wide roadway, black base, concrete curbing, drainage, roadway striping, sidewalks and street lighting. No utilities considered. Fourteen blocks from Scott St. to Jefferson St.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering			108,000			108,000
Construction			1,340,000			1,340,000
Contingencies			60,000			60,000
Total			1,508,000			1,508,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO			1,508,000			1,508,000
Total			1,508,000			1,508,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Streets
Contact City Engineer
Type Improvement
Useful Life 50
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-STR-032

Project Name Zacatecas St. Extension (Ejido to Las Americas Sub

CIP Section Public Works

Prior CIP # 04-22s-001

District(s) 1

Total Project Cost: \$329,000

Description

Project includes a 48' wide street beginning from Ejido Avenue east approx. 418 linear feet tying into the Las Americas Subdivision Phase III.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Acquisition			200,000			200,000
Design/Engineering			20,000			20,000
Construction			98,000			98,000
Contingencies			11,000			11,000
Total			329,000			329,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO			329,000			329,000
Total			329,000			329,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Streets
Contact Planning Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 07-STR-001

Project Name Railroad Quiet Zones

CIP Section Transportation

Prior CIP #

District(s) 2,3,7,8

Total Project Cost: \$6,300,000

Description

Implementation of five railroads quiet zones, including new gates and flashers at 21 crossings and closures of 20 public/private crossings.

Justification

To reduce the impact of rail traffic through neighborhoods by eliminating horn noise.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		525,000				525,000
Construction		5,250,000				5,250,000
Contingencies		525,000				525,000
Total		6,300,000				6,300,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		6,300,000				6,300,000
Total		6,300,000				6,300,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Streets
Contact City Engineer
Type Unassigned
Useful Life 50
Category Unassigned
Priority 5 Desireable
Status Active

Project # 07-STR-003
Project Name GPS Survey Grid

CIP Section Public Works

Prior CIP #

District(s) All

Total Project Cost: \$30,000

Description

Professional services to establish GPS Survey Grid within original town Tract in order to establish a basis for accurate city-wide surveying for use by City and area surveyors and engineers. Project will enable City to more effectively use newly acquired GPS System. Scope to include setting brass monuments at centers of ROW's every square mile for a total of approx. 20 points. Project expenses may be shared with other dept., include. Environmental, Utilities, Traffic, etc.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering			30,000			30,000
Total			30,000			30,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO			30,000			30,000
Total			30,000			30,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Streets
Contact Community Development Dire
Type Improvement
Useful Life 50
Category Unassigned
Priority 5 Desireable
Status Active

Project # 09-STR-004

Project Name Sidewalk District VII

CIP Section Public Safety

Prior CIP #

District(s) 7

Total Project Cost: \$834,488

Description

This activity entails the engineering, testing, and construction of sidewalks in District VII as deemed necessary, to provide safe access along streets for residents.

Justification

Provide safe access for neighborhood residents.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
634,488	Design/Engineering	25,000					25,000
	Construction	175,000					175,000
Total	Total	200,000					200,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
634,488	CDBG	200,000					200,000
Total	Total	200,000					200,000

Budget Impact/Other

No operations and/or maintenance impact is planned for FY 2012.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Streets
Contact City Engineer
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desirable
Status Active

Project # 10-STR-001

Project Name Sidewalks District VI

CIP Section Public Works

Prior CIP # NEW

District(s) 6

Total Project Cost: \$2,000,000

Description

Construction of sidewalks in District VI.

Justification

Provide safe access for neighborhood residents

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Construction		1,000,000	500,000	500,000		2,000,000
Total		1,000,000	500,000	500,000		2,000,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		1,000,000	500,000	500,000		2,000,000
Total		1,000,000	500,000	500,000		2,000,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Streets
Contact Community Development Dire
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desirable
Status Active

Project # 13-STR-001

Project Name Median Beautification Dist V

CIP Section Public Safety

Prior CIP #

District(s) 5

Total Project Cost: \$277,084

Description

Beautification of the concrete medians within low-moderate residential areas of District V.

Justification

Provide safe access for neighborhood residents.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
77,084	Construction	200,000					200,000
Total	Total	200,000					200,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
77,084	CDBG	200,000					200,000
Total	Total	200,000					200,000

Budget Impact/Other

Project will have no operational impact.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Streets
Contact City Engineer
Type Improvement
Useful Life 20
Category Unassigned
Priority 3 Essential
Status Active

Project # 14-STR-002
Project Name Streets and Paving

CIP Section Public Works

Prior CIP # NEW

District(s) All

Total Project Cost: \$10,000,000

Description

Paving of streets to include 2 inch overlay of Type D asphalt throughout city.

Justification

General maintenance required for streets.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
3,500,000	Construction	3,500,000	3,000,000				6,500,000
Total	Total	3,500,000	3,000,000				6,500,000

Prior

10,000,000

Total

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Streets

Contact

Project # 14-STR-004

Project Name Street Sign Upgrades

Type Improvement

Useful Life

Category Unassigned

Priority 5 Desireable

Status Active

CIP Section Public Safety

Prior CIP #

District(s)

Total Project Cost: \$217,771

Description

Street Sign Upgrades in low and moderate income areas in the city to facilitate and ensure emergency response.

Justification

Provide safe access for neighborhood residents.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Construction	217,771					217,771
Total	217,771					217,771

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
CDBG	217,771					217,771
Total	217,771					217,771

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Streets
Contact Planning Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 15-STR-005
Project Name Hachar Parkway

CIP Section Public Works

Prior CIP #

District(s) 7

Total Project Cost: \$23,000,000

Description

Construction of 5 lane facility, 400 foot wide right of way approximately 5.3 miles from FM 1472 (Old Mines Rd.) through Hachar Trust Tract ending on the north boundary of said tract just north of the future Beltway Parkway.

Justification

To alleviate congestion in the FM 1472 (Old Mines Rd.) area and improve commercial and general vehicular mobility.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering	3,000,000					3,000,000
Construction	20,000,000					20,000,000
Total	23,000,000					23,000,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
State Infrastructure Bank (SIB) Loan	11,500,000					11,500,000
Webb County	11,500,000					11,500,000
Total	23,000,000					23,000,000

Budget Impact/Other

Participation for funding of 23,000,000 State Infrastructure Bank Loan (SIB LOAN) 50 % City of Laredo and 50 % Webb County.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Streets

Contact

Project # 15-STR-006

Project Name US 59/I-69 (Loop 20) Hwy Interstate Improvement

Type Unassigned

Useful Life

Category Unassigned

Priority n/a

Status Active

CIP Section Transportation

Prior CIP #

District(s) 7, 6, 5

Total Project Cost: \$521,488,141

Description

Improve US 59/Loop 20 to interstate standards to include: Widening right-of-way to four lanes and frontage roads from IH 35 to US 59/US 59 Bus.; above grade crossings at International Blvd., Shiloh Blvd., Del Mar Blvd., University Blvd., Jacaman Blvd., and Airport; connect US 59/Loop 20 mainlanes over IH 35; direct Connector IH35 south to US 59/Loop 20 west and direct connector from US 59/Loop 20 east to IH 35 south.

Justification

Reduce congestion, increase level of service and improve system mobility.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Acquisition	250,000,000					250,000,000
Design/Engineering	6,700,363					6,700,363
Construction	244,495,250					244,495,250
Contingencies	3,774,082					3,774,082
Other	16,518,446					16,518,446
Total	521,488,141					521,488,141

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Regional Mobility Authority (RMA)	472,759,141					472,759,141
TxDOT	48,729,000					48,729,000
Total	521,488,141					521,488,141

Budget Impact/Other

TxDOT Project, City will be obligated to participate in 10% of any right-of-way acquisitions.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic
Contact Traffic Director
Type Improvement
Useful Life 30
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-TRAF-009
Project Name Traffic Signal - Loop 20 / Laredo Int'l Airport

CIP Section Transportation

Prior CIP # 06-96-001

District(s) 5

Total Project Cost: \$130,000

Description

Installation of Traffic Signal at Loop 20 at Laredo International Airport driveway across from the proposed Laredo Town Center development.

Justification

The new Laredo Town Center development is expected to warrant the installation of a traffic signal at this location and/or the traffic exiting the airport terminal.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Construction		60,000				60,000
Equipment		70,000				70,000
Total		130,000				130,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Airport Fund		130,000				130,000
Total		130,000				130,000

Budget Impact/Other

Estimated operations and maintenance: \$3,000

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Materials & Supplies			3,000			3,000
Total			3,000			3,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic
Contact Traffic Director
Type Improvement
Useful Life 30
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-TRAF-010
Project Name Traffic Signal - Mayberry @ Springfield

CIP Section Transportation

Prior CIP # 09-26-001

District(s) 5

Total Project Cost: \$175,000

Description

Installation of a traffic signal at Mayberry Street at Springfield Avenue. Pending warrant analysis.

Justification

The existing All - Way Stop is a temporary traffic control condition until a new traffic signal can be installed.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering					15,000	15,000
Construction					60,000	60,000
Equipment					100,000	100,000
Total					175,000	175,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO					175,000	175,000
Total					175,000	175,000

Budget Impact/Other

Estimated operations and maintenance: \$3,000

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Materials & Supplies					3,000	3,000
Total					3,000	3,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic
Contact Traffic Director
Type Improvement
Useful Life 30
Category Unassigned
Priority 4 Maintenance
Status Active

Project # 06-TRAF-015
Project Name Traffic Signal Improvements

CIP Section Transportation
Prior CIP # 05-26-005
District(s) All

Total Project Cost: \$500,000

Description

Upgrade existitng span wire traffic signals to include metal poles, mast arms, signal heads, cable conduit, trench and bore.
Upgrade traffic signal controller, cabinet, detection, equipment, signal hardware to incorporate into computerized closed loop system.

Justification

Existing old equipment in need of maintenance and upgrade.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		50,000				50,000
Construction		50,000				50,000
Equipment		400,000				400,000
Total		500,000				500,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		500,000				500,000
Total		500,000				500,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic
Contact Traffic Director
Type Maintenance
Useful Life 30
Category Unassigned
Priority 4 Maintenance
Status Active

Project # 06-TRAF-016
Project Name CBD Traffic and Streetlight Pole Replacement

CIP Section Transportation
Prior CIP # 99-26-004
District(s) 8

Total Project Cost: \$800,000

Description

Maintenance of traffic signal hardware and street lighting in the downtown area.
56 Traffic Signals.

Justification

Currently in need of replacement/maintenance.
Signal poles have an expected service life of 15 years.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Equipment		200,000	200,000	200,000	200,000	800,000
Total		200,000	200,000	200,000	200,000	800,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		200,000	200,000	200,000	200,000	800,000
Total		200,000	200,000	200,000	200,000	800,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic
Contact Traffic Director
Type Improvement
Useful Life 30
Category Unassigned
Priority 5 Desirable
Status Active

Project # 07-TRAF-003

Project Name Streetlights at Various Locations

CIP Section Transportation

Prior CIP #

District(s) 1,3,6

Total Project Cost: \$1,000,000

Description

Installation of streetlights at various locations such as Village Boulevard, US 83, SH359, Loop 20.

Justification

Provide safety lighting for roadways

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total	Future
Construction					250,000	250,000	750,000
Total					250,000	250,000	Total

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total	Future
Unfunded/Proposed CO					250,000	250,000	750,000
Total					250,000	250,000	Total

Budget Impact/Other

There is an average increase in the annual streetlight operating account of \$130 per year for every streetlight installed.

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Contractual Services					7,500	7,500
Total					7,500	7,500

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic
Contact Traffic Director
Type Improvement
Useful Life 30
Category Unassigned
Priority 3 Essential
Status Active

Project # 07-TRAF-004

Project Name Traffic Signal - San Isidro and International

CIP Section Transportation

Prior CIP #

District(s) 6

Total Project Cost: \$180,000

Description

Installation of a traffic signal at San Isidro and International.

Justification

This location currently warrants a traffic signal.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		15,000				15,000
Construction		65,000				65,000
Equipment		100,000				100,000
Total		180,000				180,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		180,000				180,000
Total		180,000				180,000

Budget Impact/Other

Estimated operations and maintenance: \$3,000

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Materials & Supplies			3,000			3,000
Total			3,000			3,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic
Contact Traffic Director
Type Improvement
Useful Life 30
Category Unassigned
Priority 3 Essential
Status Active

Project # 07-TRAF-005
Project Name Traffic Signal at United HS and International

CIP Section Transportation
District(s) 6

Prior CIP #

Total Project Cost: \$185,000

Description

Installation of traffic signal at United High School and International.

Justification

The new United High School on International Boulevard will require the installation of a traffic signal according to the traffic impact analysis performed during development planning.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		15,000				15,000
Construction		70,000				70,000
Equipment		100,000				100,000
Total		185,000				185,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Developer Contribution		185,000				185,000
Total		185,000				185,000

Budget Impact/Other

Estimated operations and maintenance: \$3,000

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Materials & Supplies			3,000			3,000
Total			3,000			3,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic

Contact

Project # 09-TRAF-009

Project Name ITS - School Flasher Comm Upgrade

Type Improvement

Useful Life 15

Category Unassigned

Priority 5 Desireable

Status Active

CIP Section Transportation

Prior CIP #

District(s) All

Total Project Cost: \$150,000

Description

Upgrade the existing school flasher communication system as an integral part of the Intelligent Transportation System (ITS).

Justification

The existing school flasher communication system has become obsolete and no longer functions as a result of a discontinued paging network system.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Equipment		150,000				150,000
Total		150,000				150,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		150,000				150,000
Total		150,000				150,000

Budget Impact/Other

This budget item shall remain the same for operations and maintenance.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic
Contact Traffic Director
Type Improvement
Useful Life 20
Category Unassigned
Priority 3 Essential
Status Active

Project # 12-TRAF-001
Project Name Traffic Signal - HWY 359 and Las Misiones

CIP Section Transportation

Prior CIP #

District(s) 2

Total Project Cost: \$200,000

Description

Install a new Traffic Signal at the intersection of HWY 359 at Las Misiones.
(As authorized by TxDOT)

Justification

This location currently warrants a traffic signal.

Prior

200,000

Total

Prior

200,000

Total

Budget Impact/Other

Estimated operations and maintenance: \$3,000

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Materials & Supplies	3,000					3,000
Total	3,000					3,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic
Contact Traffic Director
Type Improvement
Useful Life 15
Category Unassigned
Priority 3 Essential
Status Active

Project # 13-TRAF-001
Project Name WARNING BEACON - FM1472 at VERDE BLVD

CIP Section Public Safety

Prior CIP #

District(s) 7

Total Project Cost: \$100,000

Description

Install a Warning Beacon at the intersection of FM1472 at Verde Boulevard.
As authorized by The Texas Department of Transportation.

Justification

Install a Traffic Warning Beacon as authorized by the Texas Department of Transportation.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		20,000				20,000
Construction		30,000				30,000
Equipment		50,000				50,000
Total		100,000				100,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		100,000				100,000
Total		100,000				100,000

Budget Impact/Other

There is an estimated increase in annual traffic signal maintenance cost of \$500 for the operation of this warning beacon.

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Materials & Supplies			500			500
Total			500			500

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic
Contact Traffic Director
Type Improvement
Useful Life 15
Category Unassigned
Priority 3 Essential
Status Active

Project # 13-TRAF-002

Project Name WARNING BEACON - MUNICIPAL GOLF COURSE

CIP Section Public Safety

Prior CIP #

District(s) 7

Total Project Cost: \$100,000

Description

Install a Warning Beacon at the intersection of FM1472 at the Municipal Golf Course driveway.
As authorized by The Texas Department of Transportation.

Justification

Install a Traffic Warning Beacon as authorized by the Texas Department of Transportation.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		20,000				20,000
Construction		30,000				30,000
Equipment		50,000				50,000
Total		100,000				100,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		100,000				100,000
Total		100,000				100,000

Budget Impact/Other

There is an estimated increase in annual traffic signal maintenance cost of \$500 for the operation of this warning beacon.

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Materials & Supplies			500			500
Total			500			500

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic
Contact Traffic Director
Type Unassigned
Useful Life 20
Category Unassigned
Priority 3 Essential
Status Active

Project # 13-TRAF-003
Project Name Traffic Signal - Ejido Ave and Lomas Del Sur

CIP Section Transportation

Prior CIP #

District(s) 1

Total Project Cost: \$150,000

Description

Install a new traffic signal at the intersection of Ejido Avenue and Lomas Del Sur (formerly South Gate).

Justification

The roadway of Lomas Del Sur is being considered for construction to extend towards Cuatro Vientos (Loop 20). The future traffic volumes are anticipated to warrant a traffic signal installation at this location.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		15,000				15,000
Construction		35,000				35,000
Equipment		100,000				100,000
Total		150,000				150,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		150,000				150,000
Total		150,000				150,000

Budget Impact/Other

Estimated operations and maintenance: \$3,000

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Materials & Supplies		3,000				3,000
Total		3,000				3,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic
Contact Traffic Director
Type Improvement
Useful Life 20
Category Unassigned
Priority 3 Essential
Status Active

Project # 13-TRAF-004

Project Name Traffic Signal - Ejido and Sierra Vista

CIP Section Transportation

Prior CIP #

District(s) 1

Total Project Cost: \$150,000

Description

Improve the geometry and install a traffic signal at the intersection of Ejido Avenue and Sierra Vista.

Justification

The roadway of Sierra Vista currently connects to Cuatro Vientos (Loop 20). The intersection of Ejido Avenue and Sierra Vista is experiencing high volumes of traffic. This location is currently under evaluation for the installation of a traffic signal.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		20,000				20,000
Construction		30,000				30,000
Equipment		100,000				100,000
Total		150,000				150,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		150,000				150,000
Total		150,000				150,000

Budget Impact/Other

Estimated operations and maintenance: \$3,000

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Materials & Supplies			3,000			3,000
Total			3,000			3,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic
Contact Traffic Director
Type Improvement
Useful Life 20
Category Unassigned
Priority 3 Essential
Status Active

Project # 13-TRAF-005
Project Name Traffic Signal - Communication Upgrade

CIP Section Transportation

Prior CIP #

District(s) Citywide

Total Project Cost: \$500,000

Description

Update the existing traffic signal spread spectrum radio communication system to digital / Ethernet base system. Update the traffic signal controllers to standard Ethernet compatibility.

Justification

The current traffic signal control communication system is outdated and is in need of being upgraded to a national standard NTCIP. This national standard type of communication will allow universal control over the traffic signal network from the traffic management center.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Equipment		500,000				500,000
Total		500,000				500,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		500,000				500,000
Total		500,000				500,000

Budget Impact/Other

The estimated annual traffic signal maintenance cost should remain unchanged or may become reduced with the introduction of new technology and non-proprietary equipment.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic
Contact Traffic Director
Type Improvement
Useful Life 20
Category Unassigned
Priority 3 Essential
Status Active

Project # 13-TRAF-006
Project Name Traffic Signal - Bartlett and Calton

CIP Section Transportation
District(s) 5

Prior CIP #

Total Project Cost: \$150,000

Description

Improve the geometry and install a traffic signal at the intersection of Bartlett Avenue and Calton Road.

Justification

The intersection of Bartlett Avenue and Calton Road currently operates under all-way stop controll. The intersection geometry needs to be improved and a traffic signal installation should be considered for better traffic flow.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		20,000				20,000
Construction		30,000				30,000
Equipment		100,000				100,000
Total		150,000				150,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		150,000				150,000
Total		150,000				150,000

Budget Impact/Other

Estimated operations and maintenance: \$3,000

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Materials & Supplies			3,000			3,000
Total			3,000			3,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic
Contact Traffic Director
Type Improvement
Useful Life 20
Category Unassigned
Priority 3 Essential
Status Active

Project # 13-TRAF-007
Project Name Traffic Signal - Bartlett and Hillside

CIP Section Transportation

Prior CIP #

District(s) 5

Total Project Cost: \$150,000

Description

Improve the geometry and install a traffic signal at the intersection of Bartlett Avenue and Hillside Road.

Justification

The intersection of Bartlett Avenue and Hillside Road currently operates under all-way stop controll. The intersection geometry needs to be improved and a traffic signal installation should be considered for better traffic flow.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		20,000				20,000
Construction		30,000				30,000
Equipment		100,000				100,000
Total		150,000				150,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		150,000				150,000
Total		150,000				150,000

Budget Impact/Other

Estimated operations and maintenance: \$3,000

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Materials & Supplies			3,000			3,000
Total			3,000			3,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic
Contact Traffic Director
Type Improvement
Useful Life 20
Category Unassigned
Priority 3 Essential
Status Active

Project # 13-TRAF-008
Project Name Traffic Signal - Bartlett and Thomas Ave / Gale

CIP Section Transportation
District(s) 5

Prior CIP #

Total Project Cost: \$150,000

Description

Improve the geometry and install a traffic signal at the intersection of Bartlett Avenue and Thomas Avenue / Gale Street.

Justification

The intersection of Bartlett Avenue and Thomas Avenue / Gale Street currently operates under all-way stop controll. The intersection geometry needs to be improved and a traffic signal installation should be considered for better traffic flow.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		20,000				20,000
Construction		30,000				30,000
Equipment		100,000				100,000
Total		150,000				150,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		150,000				150,000
Total		150,000				150,000

Budget Impact/Other

Estimated operations and maintenance: \$3,000

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Materials & Supplies			3,000			3,000
Total			3,000			3,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic
Contact Traffic Director
Type Improvement
Useful Life 20
Category Unassigned
Priority 3 Essential
Status Active

Project # 13-TRAF-009
Project Name Traffic Signal - Ejido and Pita Mangana

CIP Section Transportation

Prior CIP #

District(s) 1

Total Project Cost: \$150,000

Description

Improve the geometry and install a traffic signal at the intersection of Ejido Avenue and Sierra Vista.

Justification

The roadway of Pita Mangana currently connects to Cuatro Vientos (Loop 20). The intersection of Ejido Avenue and Pita Mangana is experiencing high volumes of traffic.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		20,000				20,000
Construction		30,000				30,000
Equipment		100,000				100,000
Total		150,000				150,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		150,000				150,000
Total		150,000				150,000

Budget Impact/Other

Estimated operations and maintenance: \$3,000

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Materials & Supplies			3,000			3,000
Total			3,000			3,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic
Contact Traffic Director
Type Improvement
Useful Life 20
Category Unassigned
Priority 3 Essential
Status Active

Project # 13-TRAF-010
Project Name Traffic Signal - Ejido and Chacota

CIP Section Transportation

Prior CIP #

District(s) 1

Total Project Cost: \$150,000

Description

Improve the geometry and install a traffic signal at the intersection of Ejido Avenue and Chacota Street.

Justification

The intersection of Chacota Street and Ejido Avenue currently operates under all-way stop control. The intersection geometry needs to be improved and a traffic signal installation should be considered for better traffic flow.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		20,000				20,000
Construction		30,000				30,000
Equipment		100,000				100,000
Total		150,000				150,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		150,000				150,000
Total		150,000				150,000

Budget Impact/Other

Estimated operations and maintenance: \$3,000

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Materials & Supplies		3,000				3,000
Total		3,000				3,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic
Contact Traffic Director
Type Improvement
Useful Life 20
Category Unassigned
Priority 3 Essential
Status Active

Project # 13-TRAF-011
Project Name Traffic Signal - Killam and Sara

CIP Section Transportation

Prior CIP #

District(s) 7

Total Project Cost: \$150,000

Description

Improve the geometry and install a traffic signal at the intersection of Killam Industrial Blvd and Sara.

Justification

The intersection of Killam Industrial Boulevard and Sara Road currently operates under all-way stop control. The intersection geometry needs to be improved for turning movements and a traffic signal installation should be considered for better traffic flow.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		20,000				20,000
Construction		30,000				30,000
Equipment		100,000				100,000
Total		150,000				150,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Unfunded/Proposed CO		150,000				150,000
Total		150,000				150,000

Budget Impact/Other

Estimated operations and maintenance: \$3,000

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Materials & Supplies			3,000			3,000
Total			3,000			3,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Traffic
Contact Traffic Director
Type Maintenance
Useful Life 10
Category Unassigned
Priority 4 Maintenance
Status Active

Project # 13-TRAF-012
Project Name Traffic Signal - LED Complete Retrofit

CIP Section Transportation

Prior CIP #

District(s) Citywide

Total Project Cost: \$100,000

Description

Maintain all new traffic signal LED indications

Justification

All traffic signals have been retrofit with LED's (FY14 -15).
Warranty for the LED fixtures is 5 years.
Expected life is 10 years.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total	Future
Equipment		20,000	20,000	20,000	20,000	80,000	20,000
Total		20,000	20,000	20,000	20,000	80,000	Total

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total	Future
Unfunded/Proposed CO		20,000	20,000	20,000	20,000	80,000	20,000
Total		20,000	20,000	20,000	20,000	80,000	Total

Budget Impact/Other

The estimated annual budget impact would be \$20,000 staggered over 10 years in order to cover the replacement cost of the units over the useful life of the lamps.

Capital Improvement Program

FY 15 *thru* FY 19

Department Traffic
Contact Traffic Director

City of Laredo, Texas

Project # 13-TRAF-013
Project Name Traffic Signal - HWY 359 and EG Ranch UISD

Type Improvement
Useful Life 20
Category Unassigned
Priority 3 Essential
Status Active

CIP Section Transportation
District(s) 2

Prior CIP #

Total Project Cost: \$200,000

Description

Install a new Traffic Signal at the intersection of HWY 359 at EG Ranch Road (UISD Facility Entrance).
(As authorized by TxDOT)

Justification

Install a new Traffic Signal at the intersection of HWY 359 at EG Ranch Road (UISD Facility Entrance). This intersection is under a preliminary warrant based on projected traffic volume.
(TxDOT Authorization Pending)

Prior

200,000

Total

Prior

200,000

Total

Budget Impact/Other

Estimated operations and maintenance: \$3,000

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Materials & Supplies	3,000					3,000
Total	3,000					3,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Transit
Contact GM/AGM
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-TST-001

Project Name Bus Shelters

CIP Section Transportation

Prior CIP # 02-58-001

District(s) All

Total Project Cost: \$175,000

Description

Construction of bus shelters to protect bus patrons from inclement weather conditions.

Justification

Weather conditions are extreme in the area.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
75,000	Construction	25,000	25,000	25,000	25,000		100,000
Total	Total	25,000	25,000	25,000	25,000		100,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
75,000	Transit Sales Tax	25,000	25,000	25,000	25,000		100,000
Total	Total	25,000	25,000	25,000	25,000		100,000

Budget Impact/Other

The cost will be budgeted at approximately \$25,000 every year to maintain existing shelters and new shelters based on established criteria.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Transit
Contact GM/AGM
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-TST-005

Project Name Operations & Maintenance Facility

CIP Section Transportation

Prior CIP # 00-58-003

District(s) All

Total Project Cost: \$30,000,000

Description

Study, design, and construction of the Transit Operations and Maintenance Facility to house buses, new CNG plant, maintenance facilities and administrative staff. This project is suspended until further notice due to lack of federal funding.

Justification

Maintenance and Operations facility has exceeded its capacity and the facility is in close proximity to a residential neighborhood, railroad tracks, and a local Boys and Girls Club.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
12,670,708	Construction	2,500,000	10,000,000	4,829,292			17,329,292
Total	Total	2,500,000	10,000,000	4,829,292			17,329,292

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
12,670,708	FTA	2,000,000	8,000,000	3,863,433			13,863,433
	Transit Sales Tax	500,000	2,000,000	965,859			3,465,859
Total	Total	2,500,000	10,000,000	4,829,292			17,329,292

Budget Impact/Other

The construction of the new facility will incur more deadhead costs.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Transit
Contact GM/AGM
Type Equipment
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 08-TST-006

Project Name Heavy Duty Buses and Paratransit Vans

CIP Section Transportation

Prior CIP # NEW

District(s) All

Total Project Cost: \$15,895,000

Description

Purchase twenty-four (24) Heavy Duty Buses and twenty-one (21) Paratransit vans to replace aging fleet.

Justification

Transit fleet needs to be replace due to exceeded useful life of twelve years or 500,000 miles for buses and five years or 100,000 miles for vans.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
9,940,000	Equipment	2,175,000	630,000		3,150,000		5,955,000
Total	Total	2,175,000	630,000		3,150,000		5,955,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
9,940,000	FTA	1,740,000	504,000		2,520,000		4,764,000
	Transit Sales Tax	435,000	126,000		630,000		1,191,000
Total	Total	2,175,000	630,000		3,150,000		5,955,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Transit
Contact GM/AGM
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 08-TST-009

Project Name Support Vehicle Replacements

CIP Section Transportation

Prior CIP # NEW

District(s) All

Total Project Cost: \$400,000

Description

To purchase support vehicles for the Maintenance, Operations and Administration departments.

Justification

The support vehicles have a lifetime of five years or 100,000 miles.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
75,000	Equipment	75,000	100,000	75,000	75,000		325,000
Total	Total	75,000	100,000	75,000	75,000		325,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
75,000	Transit Sales Tax	75,000	100,000	75,000	75,000		325,000
Total	Total	75,000	100,000	75,000	75,000		325,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Transit

Contact GM/AGM

Type Equipment

Useful Life

Category Unassigned

Priority 5 Desireable

Status Active

Project # 10-TST-002

Project Name Security Equipment for Buses and Facilities

CIP Section Transportation

Prior CIP #

District(s) All

Total Project Cost: \$610,000

Description

Security equipment (surveillance cameras, computers, monitors, software) for buses and facilities. This project is contingent on future federal funding.

Justification

This equipment will help protect the riders of El Metro and its facilities.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
250,000	Equipment	360,000					360,000
Total	Total	360,000					360,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
250,000	FTA	288,000					288,000
	Transit Sales Tax	72,000					72,000
Total	Total	360,000					360,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Transit
Contact GM/AGM
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 10-TST-004
Project Name Transit Facilities Improvements

CIP Section Transportation
District(s) All

Prior CIP #

Total Project Cost: \$5,000,000

Description

This project would support renovations and remodeling of the Transit Center Bus Terminal at 1301 Farragut Street and the Operations/Maintenance facility at 401 Scott Street.

Justification

The Laredo Transit Center was built and completed in 1997 and improvements will be needed to continue operational. The Operations and Maintenance Building needs a new CNG Plant and Shop modification including a new bus wash.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2,500,000	Construction	2,500,000					2,500,000
Total	Total	2,500,000					2,500,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2,500,000	FTA	2,000,000					2,000,000
	Transit Sales Tax	500,000					500,000
Total	Total	2,500,000					2,500,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department TxDOT
Contact Planning Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-TX-002
Project Name Calton Overpass

CIP Section Transportation
District(s) 7

Prior CIP # 07-31-001

Total Project Cost: \$23,181,288

Description

Construction of railroad grade separation at Calton Road including environmental assessment, design, ROW, utilities, and construction. Part of the West Laredo Multimodal Trade Corridor Project.
CSJ-0922-33-093
In 2012 new AFA executed, termination, all previous AFA's and increasing total allocated funds to \$21,537,002 including an additional \$2,037,266 transferred from the funds remaining unobligated after the termination of the CPL Road Project (CSJ-0922-33-071)

Justification

Enhance mobility.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
6,972,750	Construction		16,208,538				16,208,538
Total	Total		16,208,538				16,208,538

Prior
23,181,288
Total

Budget Impact/Other

1000/month

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department TxDOT
Contact Planning Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-TX-005
Project Name Flecha/Las Cruces Realignment

CIP Section Transportation

Prior CIP # 06-31-002

District(s) 7

Total Project Cost: \$3,915,790

Description

Re-alignment of the Las Cruces/Flecha Lane intersection. Project includes environmental assessment, ROW, design, utilities, and construction. (Phase II - West Laredo Multimodal Corridor Project) (CSJ-0922-33-076)

Justification

Enhance mobility.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2,076,910	Construction	1,838,880					1,838,880
Total	Total	1,838,880					1,838,880

Prior

3,915,790

Total

Budget Impact/Other

1000/month

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department TxDOT
Contact Planning Director
Type Unassigned
Useful Life
Category Unassigned
Priority n/a
Status Active

Project # 11-TX-002
Project Name Scott/Sanchez Grade Separation

CIP Section Transportation

Prior CIP #

District(s) 8

Total Project Cost: \$406,534

Description

Feasibility, study, schematic, ROW, mapping, EA, PS&E, for a grade separation to be located approximately between Scott & Sanchez.

Justification

Enhance Mobility.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Other					406,534	406,534
Total					406,534	406,534

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
TxDOT					406,534	406,534
Total					406,534	406,534

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department TxDOT
Contact Planning Director
Type Unassigned
Useful Life
Category Unassigned
Priority n/a
Status Active

Project # 12-TX-005
Project Name San Bernardo Avenue

CIP Section Transportation

Prior CIP #

District(s) 8

Total Project Cost: \$450,000

Description

PSE for scheduled enhancements based on renovation & restoration study.

Design/Engineering
Construction

Justification

Enhance function of roadway.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Other					450,000	450,000
Total					450,000	450,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
TxDOT					450,000	450,000
Total					450,000	450,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

Department TxDOT

City of Laredo, Texas

Contact

Project # 14-TX-001

Type Unassigned

Project Name Loop 20

Useful Life

Category Unassigned

CIP Section

Prior CIP #

Priority n/a

District(s) 2

Status Active

Total Project Cost: \$8,905,367

Description

(0086-14-061) Widen existing bridge from Spur 400 to SH 359

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Construction	8,905,367					8,905,367
Total	8,905,367					8,905,367

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
TxDOT	8,905,367					8,905,367
Total	8,905,367					8,905,367

Budget Impact/Other

N/A TxDOT will maintain project

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Wastewater
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-WW-010
Project Name SE - Link Ranch Extension

CIP Section Public Utilities

Prior CIP # 01-42-015

District(s) 1,3

Total Project Cost: \$3,850,000

Description

Approximately 14,000 L.F. of 30" wastewater line at Link Ranch.

Cost is \$250/ft; 250 x 14,000 = \$3,500,000

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering	350,000					350,000
Construction		1,750,000	1,750,000			3,500,000
Total	350,000	1,750,000	1,750,000			3,850,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Developer Contribution	350,000	1,750,000	1,750,000			3,850,000
Total	350,000	1,750,000	1,750,000			3,850,000

Budget Impact/Other

General Maintenance

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Contractual Services			10,000			10,000
Materials & Supplies			5,000			5,000
Total			15,000			15,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Wastewater
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-WW-021

Project Name WWTP - Sombreretillo Creek (Northwest Laredo) WWTP

CIP Section Public Utilities

Prior CIP # 01-42-111

District(s) 7

Total Project Cost: \$14,000,000

Description

Two MGD wastewater treatment plant to serve the Sombreretillo Creek and land adjacent to the World Trade Bridge.

Justification

This will allow the City of Laredo to provide wastewater service to residents on Mines Road and future growth in the service area.

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Construction	14,000,000					14,000,000
Total	14,000,000					14,000,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
4,000,000	2015 Utility Revenue Bond	10,000,000					10,000,000
Total	Total	10,000,000					10,000,000

Budget Impact/Other

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Contractual Services	150,000					150,000
Materials & Supplies	50,000					50,000
Personnel	200,000					200,000
Total	400,000					400,000

Capital Improvement Program

FY 15 *thru* FY 19

Department Wastewater
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 1 Mandated
Status Active

City of Laredo, Texas

Project # 06-WW-022

Project Name WWTP - South Laredo WWTP 6 MGD Exp Phase I & II

CIP Section Public Utilities

Prior CIP # 05-42-008

District(s) All

Total Project Cost: \$33,900,054

Description

Current plant stands at 6 MGD capacity but maintains a permitted final phase allowance to expand to 12 MGD. Due to increased flows at this plant, proceeding to final phase of plants expansion is recommended. The expansion will be done in two phases: Phase 1- 1.5 MGD, Phase 2 - 4.5 MGD.

Justification

This expansion will initially meet TCEQ regulations and provide for future growth of South Laredo.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
11,823,500	Construction	22,076,554					22,076,554
Total	Total	22,076,554					22,076,554

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
55,976,608	2015 Utility Revenue Bond	22,076,554					22,076,554
Total	Total	22,076,554					22,076,554

Budget Impact/Other

This will lead to an increase in contractual services and materials as well as supplies due to the additional expanded treatment units to be placed into service in projected 2015.

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Contractual Services		100,000				100,000
Materials & Supplies		35,000				35,000
Total		135,000				135,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Wastewater
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 07-WW-002

Project Name Sewer Rehabilitation & Contingency-sewer breaks

CIP Section Public Works

Prior CIP # NEW

District(s) All

Total Project Cost: \$65,818,086

Description

FY 2013-2014

Propose Lift Station & Force Main to SLWWTP
NLWWTP Emergency Standby Power
NLWWTP Sludge Dewatering System Improvement Project
Phase 7 Manhole Rehabilitation - Pinder St. Interceptor (80 MH)
Phase 8 Manhole Rehabilitation-El Cuatro Neighborhood (80 MH)
El Cuatro Neighborhood Sewer Lines Repair Project (23,420 LF)
Line Rehabilitation Engineering Study District 3 Chacon
Line Rehabilitation Engineering Study District 7 El Cuatro
Line Rehabilitation Engineering Study District 8 La Ladrillera

FY 2014-2015

Southside 2MGAerobic Digester & DLD Areas Closure Project
Unitec WWTP Clarifier Chlorine Chambers, Emergency Generator Improvements
NLWWTP 24" Effluent Discharge Pipe Extension
21" East Laredo Sewer Interceptor Pipe Insituform Lining (15,000 LF)
Phase 9 Manhole Rebilitation - Marcella St. 24" Interceptor (80 MH)
Phase 10 Manhole Rehabilitation-El Chacon Neighborhood (80 MH)
El Cuatro Neighborhood Sewer Lines Repair Project (23,420 LF)

FY 2015-2016

SS Plant Storm Water Prevention Berm Improvements
SS Landscaping & Irrigation System Improvements Project
18" Sanders St. Sewer Interceptor Pipe Insituform Lining (14,500 LF)
Phase 11 Manhole Rehabilitation- Downtown (80 MH)
Phase 12 Manhole Rehabilitation Santo Nino Neighborhood (80 MH)
Downtown Sewer lines Repairs project (30,660 LF)

FY 2016-2017

Zacate Creek Treatment Plant Closure Project/Equip. Demolition
NLWWTP Old Plant Equipment Demolition
36" San Francisco St. Sewer Interceptor Pipe Insituform Lining (16,500 LF)
Phase 13 Manhole Rehabilitation-La Azteca Neighborhood (80MH)
Phase 14 Manhole Rehabilitation-La Ladrillera South Neighborhood (80 MH)
Downtown Sewer lines Repairs project (30,660 LF)

FY 2017-2018

Penitas WWTP 1 MG Effluent Storage Tank
18" Sewer Interceptor extension from golf course to Escondido Phase 1 (Est. 3,000 LF)
36" Southside Sewer Interceptor Pipe Line Instituform Lining (16,500 LF)
Phase 15 Manhole Rehabilitation-La Ladrillera North Neighborhod (80 MH)
La Ladrillera South Neighborhood Sewer Lines repair project (24,110 LF)

Justification

TCEQ mandated SSO improvements program dictates to rehabilitate manholes and sewer lines as per the program requirements.

Capital Improvement Program

FY 15 *thru* FY 19

Department Wastewater

City of Laredo, Texas

Contact Utilities Director

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
37,418,086	Construction	5,680,000	5,680,000	5,680,000	5,680,000	5,680,000	28,400,000
Total	Total	5,680,000	5,680,000	5,680,000	5,680,000	5,680,000	28,400,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
37,418,086	2015 Utility Revenue Bond	5,680,000					5,680,000
Total	2016 Utility Revenue Bond		5,680,000				5,680,000
	2017 Utility Revenue Bond			5,680,000			5,680,000
	2018 Utility Revenue Bond				5,680,000		5,680,000
	2019 Utility Revenue Bond					5,680,000	5,680,000
	Total	5,680,000	5,680,000	5,680,000	5,680,000	5,680,000	28,400,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Wastewater
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 07-WW-003

Project Name Manadas Creek WWTP 6 MGD

CIP Section Public Works

Prior CIP # NEW

District(s) All

Total Project Cost: \$31,685,391

Description

The construction of the 6 MGD Manadas Creek WWTP in West North West Laredo will provide service to the Mines Road area as well as relieving the overloading conditions of the existing 24" Wastewater line on Mines Road and the 36" Wastewater Line on IH 35. The estimated cost of this project is \$1,685,391 for design and land acquisition and \$16,000,000 for construction.

Justification

This will eliminate the overloaded conditions on the 36" WW Interceptor from Del Mar Blvd. to Canal and decrease the load at Zacate Creek WWTP.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
1,685,391	Construction	6,000,000	24,000,000				30,000,000
Total	Total	6,000,000	24,000,000				30,000,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
7,685,391	2016 Utility Revenue Bond		24,000,000				24,000,000
Total	Total		24,000,000				24,000,000

Budget Impact/Other

Operational Impact to consist of new plant operation of electrical, maintenance, chemical, with additional staff for operation

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Contractual Services		150,000				150,000
Materials & Supplies		500,000				500,000
Personnel		200,000				200,000
Total		850,000				850,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Wastewater
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 09-WW-001

Project Name Laredo Colombia WWTP - 60,000 GPD Expansion

CIP Section Public Utilities

Prior CIP #

District(s) All

Total Project Cost: \$150,000

Description

Expansion of the existing WWTP.

Justification

The plant will be at 75% of capacity by 2013. The design phase should start at that time to meet TCEQ requirements.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
50,000	Construction	100,000					100,000
Total	Total	100,000					100,000

Prior

150,000

Total

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Wastewater
Contact Utilities Director
Type Unassigned
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 11-WW-001
Project Name Modeling Project for Waste Water

CIP Section Public Utilities

Prior CIP #

District(s) All

Total Project Cost: \$510,005

Description

Computer model software and labor to calculate the waste water flow on 8" to 54" collection.

Justification

To meet TCEQ SSO requirements and identify limiting flow capacities of our waste water collection system.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
250,000	Design/Engineering	260,005					260,005
Total	Total	260,005					260,005

Prior

510,005

Total

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Wastewater
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 11-WW-002
Project Name Unitec Waste Water Treatment Plant

CIP Section Public Utilities

Prior CIP #

District(s) All

Total Project Cost: \$175,000

Description

To modify permit to accept Industrial Waste and Bio Solids disposal and optimization project. Engineering and construction cost of sludge drying beds.

Justification

We do not have a plant that can receive industrial waste.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
75,000	Construction	100,000					100,000
Total	Total	100,000					100,000

Prior

175,000

Total

Budget Impact/Other

Project will have no impact on FY 2013 budget.

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Wastewater
Contact Utilities Director
Type Unassigned
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 11-WW-003

Project Name Zacate Creek WWTP Force Main & Lift Station Improv

CIP Section Public Utilities

Prior CIP #

District(s) All

Total Project Cost: \$3,500,000

Description

- A. A single line from Zacate Creek WWTP and parallel to the existing 54" sanitary sewer main to South Laredo WWTP, approximately 24,200 feet in length.
- B. A single line from Zacate Creek WWTP to discharge to the existing 54" sanitary sewer main, approximately 6,700 feet in length.
- C. A single line from Zacate Creek WWTP to discharge to the existing 36" sanitary sewer main and replace the existing 36" diameter pipe with a larger diameter sanitary sewer main, approximately 24,500 feet in length.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering	350,000					350,000
Construction	3,150,000					3,150,000
Total	3,500,000					3,500,000

Prior

3,500,000

Total

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Wastewater
Contact Utilities Director
Type Unassigned
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 13-WW-001
Project Name Automatic Meter Reading

CIP Section Public Utilities

Prior CIP #

District(s) All

Total Project Cost: \$6,825,000

Description

Installation of 13,000 meters per year for 4 years to be funded 50% by water and 50% by wastewater.

Bids came in at \$14,666,998.40.

Justification

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
4,550,000	Construction	2,275,000					2,275,000
Total	Total	2,275,000					2,275,000

Prior

6,825,000

Total

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Wastewater
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 13-WW-002

Project Name Admin Bldg for Wastewater Treatment at SLWWTP

CIP Section Public Utilities

Prior CIP #

District(s) All

Total Project Cost: \$1,362,300

Description

One Administration Building for the Wastewater Treatment Division at South Laredo WWTP. This building will include 4 offices, 1 conference room, 1 laboratory complete with testing equipment and 1 student center.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		160,300				160,300
Construction			1,202,000			1,202,000
Total		160,300	1,202,000			1,362,300

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
160,300	2017 Utility Revenue Bond			1,202,000			1,202,000
Total	Total			1,202,000			1,202,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Wastewater
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 13-WW-003

Project Name Admin Bldg for Wastewater Collections at NLWWTP

CIP Section Public Utilities

Prior CIP #

District(s) All

Total Project Cost: \$433,550

Description

One Administration Building for the Wastewater Collections Division at North Laredo WWTP. This building will include 4 offices, and 1 conference room.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		56,550				56,550
Construction			377,000			377,000
Total		56,550	377,000			433,550

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
56,550	2016 Utility Revenue Bond		377,000				377,000
Total	Total		377,000				377,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Wastewater
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 14-WW-001
Project Name 18/24" WW Line

CIP Section

Prior CIP #

District(s) 3,5

Total Project Cost: \$1,000,000

Description

18/24" WW Line north of Jack in the box from Loop 20 to Hwy 59. San Jose Subdivision (Est 2,000 ft. - 3,000 ft)

Justification

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
400,000	Construction			600,000			600,000
Total	Total			600,000			600,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
400,000	2017 Utility Revenue Bond			600,000			600,000
Total	Total			600,000			600,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Wastewater
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 14-WW-002
Project Name 12" Water Reclamation Line to TAMIU

CIP Section
District(s) 5
Prior CIP #

Total Project Cost: \$2,300,000

Description

Effluent from NLWWTP
4.3 Miles, 22,704 ft @ \$100

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering		200,000				200,000
Construction			2,100,000			2,100,000
Total		200,000	2,100,000			2,300,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2016 Utility Revenue Bond		200,000				200,000
2017 Utility Revenue Bond			2,100,000			2,100,000
Total		200,000	2,100,000			2,300,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

Department Wastewater

City of Laredo, Texas

Contact

Project # 15-WW-001

Type Improvement

Project Name 12" WW Line - Bartlett Extension

Useful Life

Category Unassigned

CIP Section

Prior CIP #

Priority 3 Essential

District(s)

Status Active

Total Project Cost: \$500,000

Description

Installation of 12" wastewater line along Bartlett

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Construction	500,000					500,000
Total	500,000					500,000

Prior

500,000

Total

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Water
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 06-WAT-005

Project Name SE - 16" Water Line Extension on IH - 35

CIP Section Public Utilities

Prior CIP # 01-41-006

District(s) All

Total Project Cost: \$880,000

Description

Approximately 10,300 L.F. of 16" water line along IH - 35 from Shiloh Rd. to Loop 20.

Justification

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
80,000	Construction	400,000	400,000				800,000
Total	Total	400,000	400,000				800,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
80,000	Developer Contribution	400,000	400,000				800,000
Total	Total	400,000	400,000				800,000

Budget Impact/Other

General Line Maintenance

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Materials & Supplies		50,000				50,000
Total		50,000				50,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Water
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desirable
Status Active

Project # 06-WAT-006
Project Name SE - 16" Water Line on Future Arterial

CIP Section Public Utilities

Prior CIP # 01-41-026

District(s) All

Total Project Cost: \$1,707,000

Description

6,500 L.F. of 16" water line on future arterial southwest. (Cuatro Vientos)

Justification

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
507,000	Construction	300,000	300,000	300,000	300,000		1,200,000
Total	Total	300,000	300,000	300,000	300,000		1,200,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
507,000	Developer Contribution	300,000	300,000	300,000	300,000		1,200,000
Total	Total	300,000	300,000	300,000	300,000		1,200,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Water
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 06-WAT-007
Project Name SE - 16" Water Line on Future Vallecillo Rd.

CIP Section Public Utilities
District(s) All
Prior CIP # 01-41-005

Total Project Cost: \$1,200,000

Description

12,000 L. F. of 16" water line on future Vallecillo Rd. from Mines Rd. to IH - 35.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering	94,000					94,000
Construction	306,000	400,000	400,000			1,106,000
Total	400,000	400,000	400,000			1,200,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Developer Contribution	400,000	400,000	400,000			1,200,000
Total	400,000	400,000	400,000			1,200,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

Department Water

City of Laredo, Texas

Contact

Project # 06-WAT-014

Type Unassigned

Project Name Secondary Water Supply

Useful Life

Category Unassigned

CIP Section

Prior CIP #

Priority n/a

District(s)

Status Active

Total Project Cost: \$16,500,000

Description

Design and Construction of well, treatment unit, pipeline and water rights for delivery to the City of Laredo alternating groundwater and/or surface water source.

20,000 ft of 16" Waterline - (\$20,000 X \$100) = \$2,000,000

and 4 wells in 1,500 acre site - \$1,000,000

Justification

A second source of water for the City of Laredo

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering			1,500,000			1,500,000
Construction					15,000,000	15,000,000
Total			1,500,000		15,000,000	16,500,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2017 Utility Revenue Bond			1,500,000			1,500,000
2019 Utility Revenue Bond					15,000,000	15,000,000
Total			1,500,000		15,000,000	16,500,000

Budget Impact/Other

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Contractual Services					100,000	100,000
Materials & Supplies					50,000	50,000
Personnel					50,000	50,000
Total					200,000	200,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Water
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 07-WAT-003

Project Name Line Rehabilitation and Contingency Water Breaks

CIP Section Public Works

Prior CIP # NEW

District(s) All

Total Project Cost: \$67,465,000

Description

There are 708 miles of water lines in the distribution system. Presently, there is an average of 1.2 water line breaks each day. These funds will be utilized to replace the majority of those streets that have from 16.0 to 51.4 breaks per mile, as well as, those streets in the recycle program: a) 4" and smaller will be replaced with 6" unless on cul de sac less than 500' or side walk line; b) 6" ductile iron if older than 30 years; 6" will be upgraded to 8" if needed to improve grid (6" lines have disproportionate frequency of breaks) c) Other sizes having break history; 10" will be replaced with 12" and 14" will be replaced with 16" (10" and 14" pipes are orphan sizes with fittings being increasingly costly and difficult to obtain).

Mines Rd. - Phase 1 - San Gabriel, San Mateo & San Lorenzo

West Laredo near San Francisco Javier Church & Laredo Community College.

Mines Rd. Phase 2 - Las Cruces, Bristol Rd.

Lomas del Sur, Cielito Lindo & Los Presidentes to Cuatro Vientos

Alta Vista (Cyprus, Hemlock and others in that subdivision).

16" Transmission main on Loop 20 north of Wal-Mart to Hwy 59

Installation of a new pump, motor, electrical controls and piping at Sierra Vista Booster Sta. \$250,000

Upgrade the existing raw water intake structure and pumps at Columbia WTP. The upgrade would consist of new pumps and raw water intake structure so that design capacity could be met. The existing pumps have been a temporary fix since and do not have screens to prevent clogging. \$350,000.

24" Waterline from Jefferson St. WTP to Bridge 1, 11,000 lft (Pinder/LCC)

***These projects although consists of new alignments will provide for replacement of existng services of undersized lines.

Justification

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
40,190,000	Construction	5,455,000	5,455,000	5,455,000	5,455,000	5,455,000	27,275,000
Total	Total	5,455,000	5,455,000	5,455,000	5,455,000	5,455,000	27,275,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
40,190,000	2015 Utility Revenue Bond	5,455,000					5,455,000
Total	2016 Utility Revenue Bond		5,455,000				5,455,000
	2017 Utility Revenue Bond			5,455,000			5,455,000
	2018 Utility Revenue Bond				5,455,000		5,455,000
	2019 Utility Revenue Bond					5,455,000	5,455,000
	Total	5,455,000	5,455,000	5,455,000	5,455,000	5,455,000	27,275,000

Budget Impact/Other

Replacement Projects are not to have an impact on operational expenses.

Capital Improvement Program
City of Laredo, Texas

FY 15 *thru* **FY 19**

Department Water
Contact Utilities Director

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Water
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 07-WAT-004
Project Name 48" Transmission Line

CIP Section Public Works

Prior CIP # NEW

District(s) All

Total Project Cost: \$8,900,000

Description

The valves on the existing 36" transmission main from the Jefferson Water Treatment Plant to the Hendricks and Lyon's ground storage tanks, as well as, the entire parallel 20" transmission main need immediate evaluation as to structural integrity. A detail non-destructive test will be performed on both lines. A replacement 48" transmission main could significantly reduce both the vulnerability of the system and reduce pumping power costs.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering	700,000					700,000
Construction		8,200,000				8,200,000
Total	700,000	8,200,000				8,900,000

Prior

8,900,000

Total

Budget Impact/Other

General Line Maintenance

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Materials & Supplies		10,000				10,000
Total		10,000				10,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Water
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 07-WAT-007

Project Name El Pico WTP

CIP Section Public Works

Prior CIP # NEW

District(s) All

Total Project Cost: \$97,932,438

Description

The design and construction of a 20 MGD plant in Northwest Laredo at cost of \$7,693,000 for the design of the plant at an estimated construction cost of \$96,000,000. This is part of the Master Plan of increasing the capacity of the proposed plant from 20 MGD to 120 MGD which will serve the City of Laredo for the next fifty years. This plant will compliment the Jefferson WTP by serving the growth of North Laredo and utilizing the higher elevation of the plant to make the system more energy efficient.

Justification

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
97,432,438	Construction	500,000					500,000
Total	Total	500,000					500,000

Prior

97,932,438

Total

Budget Impact/Other

New plant requires the Operational and Maintenance requirements for appropriate operation as well as regulatory and quality compliance. In addition, the assignment of new FTE's will be necessary.

Budget Items	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Contractural Services	300,000					300,000
Materials & Supplies	120,000					120,000
Personnel	150,000					150,000
Total	570,000					570,000

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Water
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 09-WAT-002

Project Name Martin High School - Elevated Tank

CIP Section Public Utilities

Prior CIP #

District(s) All

Total Project Cost: \$4,200,000

Description

Installation of Supervisory Control and Data Acquisition equipment for the proposed Elevated Tank.

Justification

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
200,000	Construction			4,000,000			4,000,000
Total	Total			4,000,000			4,000,000

Prior

4,200,000

Total

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Water
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 11-WAT-001
Project Name Modeling Project for Water

CIP Section Public Utilities

Prior CIP #

District(s) All

Total Project Cost: \$303,745

Description

Computer model software and labor to calculate the water flow on 8" to 60" transmission and distribution lines.

Justification

To provide rapid response to the distribution system abnormalities and chloride residual verification.

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
250,000	Design/Engineering	53,745					53,745
Total	Total	53,745					53,745

Prior

303,745

Total

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Water
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 13-WAT-001
Project Name Automatic Meter Reading

CIP Section Public Utilities

Prior CIP #

District(s) All

Total Project Cost: \$6,825,000

Description

Installation of 13,000 meters per year for 4 years to be funded 50% by water and 50% by wastewater
Bids came in at \$14,666.998.40

Justification

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
4,550,000	Construction	2,275,000					2,275,000
Total	Total	2,275,000					2,275,000

Prior

6,825,000

Total

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Water
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 3 Essential
Status Active

Project # 13-WAT-002
Project Name 3 Million Gallon Elevated Tank at San Isidro NE

CIP Section Public Utilities

Prior CIP #

District(s) All

Total Project Cost: \$5,900,000

Description

Construction of a 3 milion gallon Elevated Tank at a max elevation of 800 feet above sea level. This tank will be receiving water from El Pico WTP via the 60" and 36" transmission main and will deliver water to Mines Rd., San Isidro and Winfield initially. It is part of the Master Plan to provide water to East and South Laredo. This is part of the requirement of the design of the 60" Transmission Main and the surge tank at El Pico WTP.

Justification

Prior	Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
400,000	Construction	5,500,000					5,500,000
Total	Total	5,500,000					5,500,000

Prior	Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
400,000	2015 Utility Revenue Bond	5,500,000					5,500,000
Total	Total	5,500,000					5,500,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Water
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 13-WAT-004
Project Name 24" Waterline West Side of IH 35

CIP Section Public Utilities

Prior CIP #

District(s) 7

Total Project Cost: \$6,820,000

Description

24" waterline on west side of I-35 from mile marker 11 to Loop 20

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering			620,000			620,000
Construction				6,200,000		6,200,000
Total			620,000	6,200,000		6,820,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2017 Utility Revenue Bond			620,000			620,000
2018 Utility Revenue Bond				6,200,000		6,200,000
Total			620,000	6,200,000		6,820,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Water
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desirable
Status Active

Project # 13-WAT-005

Project Name 24" Waterline west side of Loop 20 (Casa Verde Rd)

CIP Section Public Utilities

Prior CIP #

District(s) 5

Total Project Cost: \$4,600,000

Description

24" waterline west side of Loop 20; Del Mar to US 59 (Casa Verde Rd)

20,000 ft @ \$2.00 ft = \$4,00,000

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering	600,000					600,000
Construction		4,000,000				4,000,000
Total	600,000	4,000,000				4,600,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2015 Utility Revenue Bond	4,600,000					4,600,000
Total	4,600,000					4,600,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Water
Contact Utilities Director
Type Improvement
Useful Life
Category Unassigned
Priority 5 Desireable
Status Active

Project # 14-WAT-001
Project Name Alternative Water Source for Irrigation - TAMIU

CIP Section
District(s) 5
Prior CIP #

Total Project Cost: \$350,000

Description

2 Water Wells at TAMIU.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Construction	350,000					350,000
Total	350,000					350,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Private Sector Contribution	350,000					350,000
Total	350,000					350,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Water

Contact

Type Unassigned

Useful Life

Category Unassigned

Priority n/a

Status Active

Project # 15-WAT-002

Project Name 60" Water Trans Line from Mines Rd to IH 35 M 14

CIP Section

Prior CIP #

District(s)

Total Project Cost: \$24,200,000

Description

Installation of 60" parallel waterline from Mines Rd. to IH 35 mile marker 14..

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Design/Engineering			2,200,000			2,200,000
Construction				22,000,000		22,000,000
Total			2,200,000	22,000,000		24,200,000

Funding Sources	FY 15	FY 16	FY 17	FY 18	FY 19	Total
2017 Utility Revenue Bond			2,200,000			2,200,000
2018 Utility Revenue Bond				22,000,000		22,000,000
Total			2,200,000	22,000,000		24,200,000

Budget Impact/Other

Capital Improvement Program

FY 15 *thru* FY 19

City of Laredo, Texas

Department Water

Contact

Project # 15-WAT-003

Type Improvement

Project Name 16" Transmission Main - Bartlett Extension

Useful Life

Category Unassigned

CIP Section

Prior CIP #

Priority 3 Essential

District(s)

Status Active

Description

Total Project Cost: \$1,500,000

Installation of a 16" waterline along Bartlett.

Justification

Expenditures	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Construction	1,500,000					1,500,000
Total	1,500,000					1,500,000

Prior

1,500,000

Total

Budget Impact/Other



2015 - 2019

Glossary

Capital Improvement Program

Glossary

Accountability — The state of being obliged to explain one's actions, to justify what one does. Accountability requires governments to answer to the citizenry to justify the raising of public resources and the purposes for which they are used.

Accounting System — The methods and records established to identify, assemble, analyze, classify, record and report government's transactions and to maintain accountability for the related assets and liabilities.

Activity — A specific and distinguishable service performed by one or more organizational components of a government to accomplish a function for which the government is responsible (e.g. police is an activity within the public safety function).

Ad Valorem Tax — A tax based on value (e.g. a property tax)

Allotment — A part of an appropriation that may be encumbered or expended during a given period.

Annual Budget — A budget applicable to a single fiscal year.

Appropriated Budget — The expenditure authority created by the appropriation bills or ordinances, which are signed into law, and the related estimated revenues. The appropriated budget would include all reserves, transfers, allocations, supplemental appropriations and other legally authorized legislative and executive changes.

Appropriation — A legal authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes. An appropriation usually is limited in amount and time it may be expended.

Assessed Valuation — A valuation set upon real estate or other property by a government as a basis for levying taxes.

Assessment — The process of making the official valuation of property for taxation, or the valuation place upon property as a result of this process.

Asset - A probable future economic benefit obtained or controlled by a particular entity as a result of past transactions or events.

Bonded Debt — The portion of indebtedness represented by outstanding bonds.

Bond Ordinance Or Resolution — An ordinance or resolution authorizing a bond issue.

Bonds Authorized and Unissued — Bonds that have been authorized legally but not issued and that can be issued and sold without further authorization.

Bond Issued — Bonds sold by the government.

Budget – A plan of financial operation estimating expenditures for a given period and the proposed means of financing them. Used without a modifier, the term indicates a financial plan for a single fiscal year. The term “budget” may designate the financial plan presented to the governing body for approval or the plan adopted by the body.

Budgetary Accounts – Account used to enter the formally adopted annual operating budget into the general ledger as part of the management control technique of formal budgetary integration.

Budgetary Control – The control or management of a government or enterprise in accordance with an approved budget to keep expenditures within the limitations or available appropriations and available revenues.

Budget Document – The document which contains a comprehensive financial program for the approval of the appropriating governing body. The budget document usually consists of three parts: a message from the budget-making authority and a summary of proposed expenditures and the means of financing them; schedules supporting the revenues, expenditures and other data used in making the estimates; and drafts of the appropriation, revenue and borrowing measures necessary to put the budget into effect.

Budget Message – A general discussion of the proposed budget as presented in writing by the budget-making authority to the legislative body.

Capital Expenditures – Expenditures resulting in the acquisition of or addition to the government’s general fixed assets.

Capital Program – A plan for capital expenditures to be incurred each year over a fixed period of years to meet capital needs arising from the long-term work program or other capital needs. It sets forth each project or other contemplated expenditure in which the government is to have a part and specifies the resources estimated to be available to finance the projected expenditures.

CDBG – Funding source includes revenues received from the Community Development Block Grant Program.

Certificates of Obligation (C.O.) – Funding source includes proceeds of City of Laredo combination tax and special revenue certificates of obligation issued and outstanding. Unlike General Obligation Bonds (G.O.) which requires voter approval, all C.O.’s require only City Council approval.

CIP Fund – Funding source includes transfer from the Bridge System, the General Fund, the Transit Fund, and Hotel-Motel Fund.

C.O.’s Proposed – Funding source includes proposed City of Laredo combination tax and special revenue certificates of obligation. These certificates are not yet issued. Unlike General Obligation Bonds (G.O.) which requires voter approval, all C.O.’s require only City Council approval.

Debt – An obligation resulting from the borrowing of money or from the purchase of good and services. Government debt includes bonds, time warrants and notes.

Debt Limit – The maximum amount of outstanding gross or net debt legally permitted by law.

Debt Service Fund – A fund established to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest. Sometimes referred to as a SINKING FUND.

Debt Service Fund Requirements – The resources which must be provided for a debt service fund so that all principal and interest payments can be made in full and on schedule.

Expenditures – Decrease in net financial resources. Expenditures include current operating expenses requiring the present or future use of net current assets, debt service and capital outlays, and intergovernmental grants, entitlements and shared revenues.

Expenses – Outflow of resources, use of assets, or the incurring of liabilities, or a combination.

Fiscal Period – Any period at the end of which a government determines its financial position and the results of its operations.

Fiscal Year – A 12-month period to which the annual operating budget applies.

Fixed Budget – A budget setting forth dollar amounts that are not subject to change based on the volume of good or service to be provided.

Formal Budgetary Integration – The management control technique through which the annual operating budget is recorded in the general ledger through the use of budgetary accounts. It is intended to facilitate control over revenues and expenditures during the year.

Fund – A fiscal and accounting entity with a self-balancing set of accounts in which cash and other financial resources, all related liabilities and residual equities, or balances, and changes therein, are recorded and segregated to carry on specific activities or attain certain objectives in accordance with special regulations, restrictions or limitations.

Fund Balance – The difference between fund assets and fund liabilities of governmental and similar trust funds.

Fund Type – The fund used to account for all financial resources, except those required to be accounted for in another fund.

General Revenues – Funding sources include revenues from the General Fund, Water Fund, Sewer Fund, Airport Fund, and Transit Fund.

General Obligation Bonds (G.O.'s) – City of Laredo funding sources include general obligation bonds issued and outstanding. G.O. Bonds require voter approval, and are issued with City Council approval.

G.O. Bonds Proposed – City of Laredo funding sources include proposed general obligation bonds. These are bonds that have not yet been issued or may not yet have been approved by the voters. All G.O. bonds require authorization by the voters.

Generally Accepted Accounting Principles (GAAP) – Uniform minimum standards and guidelines for financial accounting and reporting that govern the form and content of the financial statements of an entity. GAAP encompass the conventions, rules and procedures necessary to define accepted accounting practice at a

particular time. They include not only broad guideline of general applications, but also detailed practices and procedures.

Generally Accepted Auditing Standards (GAAS) – Standards established by the AICPA for the conduct and reporting of financial audits. There are 10 basic GASS, classed into three broad categories: general standards, standards of field work and standards of reporting. The Auditing Standards Board of the AICPA publishes SAS to comment and expand upon these basis standards. These SAS, together with the 10 basic standards, constitute GASS. These GASS set forth the objectives of the audit and establish measures that can be applied judge the quality of its performance.

Governmental Accounting – The composite activity of analyzing, recording, summarizing, reporting and interpreting the financial transactions of governments.

Income – A term used in proprietary fund-type accounting to present (1) revenues or (2) the excess of revenues over expenses.

Income Before Operating Transfers – Proprietary fund operating income plus non-operating revenues and minus non-operating expenses.

Lease-Purchase Agreements – Contractual agreements that are termed leases, but that in substance are purchase contracts.

Legal Level of Budgetary Control – The level at which spending in excess of budgeted amounts would be a violation of law.

Levy – (1) (Verb) To impose taxes, special assessments or service charges for the support of government activities, (2) (Noun) The total amount of taxes, special assessments of service charges imposed by a government.

Local Match – Funding sources include revenues from the General Fund, Airport Fund, Water Fund, Sewer Fund, CDBG Fund, and other funds.

Liabilities – Probable future sacrifices of economic benefits, arising from present obligations of a particular entity to transfer assets or provide services to other entities in the future as a result of past transactions or events.

Machinery and Equipment – Property that does not lose its identity when removed from its location and is not changed materially or consumed immediately (e.g. within one year) by use.

Maintenance – The act of keeping capital assets in a state of good repair. It includes preventive maintenance, normal periodic repairs, replacement of parts, structural components and so forth and other activities needed to maintain the asset so that it continues to provide normal services and achieves its optimum life.

Net Income – Proprietary fund excess of operating revenues, non-operating revenues and operating transfers out.

Obligations – Amounts a government may be required legally to meet out its resources. They include not only actual liabilities, but also unliquidated encumbrances.

Other Revenues – Funding sources include revenues from the Transit System (1/4 cent) sales tax, Hotel-Motel taxes, Street Closing revenues, Interest from G.O. and C.O. bond proceeds, private contributions, and other.

Operating Budget – Plans of current expenditures and the proposed means of financing them. The annual operating budget (or, in the case of some state governments, the biennial operating budget) is the primary means by which most of the financing, acquisition, spending and service delivery activities of a government are controlled. The use of annual operating budgets is usually required by law. Even when not required by law, however, annual operating budgets are essential to sound financial management and should be adopted by every government.

Ordinance – A formal legislative enactment by the governing body of a municipality. If it is not in conflict with any higher form of law, such as a state statute of constitutional provision, it has the full force and effect of law within the boundaries of the municipality to which it applies the difference between an ordinance and a resolution is that the latter requires less legal formality and has a lower legal status. Ordinarily, the statutes or charter will specify or imply those legislative actions that must be by ordinance and those that may be by resolution. Revenue-raising measures, such as the imposition of taxes, special assessments and service charges, universally require ordinances.

Pledged Revenues – Funds generated from revenues and obligated to debt service or to meet other obligations specified by the bound contract.

Program – Group activities, operations or organizational units directed to attaining specific purposes or objectives.

Replacement Cost – The amount of cash or other consideration that would be required today to obtain the same asset or its equivalent.

Reserved Fund Balance – Those portions of fund balance that are not appropriable for expenditure or that are legally segregated for a specific future use.

Resolution – A special or temporary order of a legislative body; an order of a legislative body requiring less legal formality than an ordinance or statute.

Retained Earnings – An equity account reflecting the accumulated earning of an enterprise or internal service fund.

Revenues – (1) Increases in the net current assets of a governmental fund type from other than expenditure refunds and residual equity transfers. Also, general long-term debt proceeds and operating transfer-in are classified as “other financing sources” rather than as revenues. (2) Increases in the net total assets of a proprietary fund type from other than expense refunds, capital contributions and residual equity transfers. Also, operating transfers-in are classified separately from revenues.

Risk Management – All the ways and means used to avoid accidental loss or to reduce its consequences if it does occur.

Self-Insurance – A term often used to describe the retention by an entity of a risk of loss arising out of the ownership of property or from some other cause, instead of transferring that risk to an independent third party through the purchase of an insurance policy. It is sometimes accompanied by the setting aside of

assets to fund any related losses. Because no insurance is involved, the term self-insurance is a misnomer.

Special Assessment – A compulsory levy made against certain properties to defray all or part of the cost of a specific capital improvement or service deemed to benefit primarily those properties.

Special Assessment Bonds – Bonds payable from the proceeds of special assessments. If the bonds are payable only from the collections of special assessments, they are known as special assessment bonds. If, in addition to the assessments, the full faith and credit of the government are pledged, they are known as general obligation special assessment bonds.

Sub Function – A grouping of related activities within a particular government function (e.g. police is a sub function of the function public safety).

Taxes – Compulsory charges levied by a government of finance services performed for the common benefit. This term does not include specific charges made against particular persons or property for current or permanent benefits, such as special assessments. Neither does the term include charges for services rendered only to those paying such charges (e.g., sewer service charges).

TxDOT – Funding sources include revenues managed by the Texas Department of Transportation, including state and federal sources.

Tax Levy Ordinance – An ordinance through which taxes are levied.

Tax Rate – The amount of tax stated in terms of a unit of the tax base.

Tax-Rate Limit – The maximum rate at which a government may levy tax. The limit may apply to taxes raised for a particular purpose or to taxes imposed for all purposes and may apply to a single government or to a class of governments operating in a particular area. Overall tax-rate limits usually restrict levies for all purposes and of all governments, state and local, having jurisdiction in a given area.

Tax Roll – The official list showing the amount of taxes levied against each taxpayer or property.

Tax Supplement – A tax levied by a local government having the same base as a similar tax levied by a higher level of government, such as a state. The local tax supplement is frequently administered by the higher level of government along with its own tax (e.g., locally imposed, state-administered sales tax).

Unencumbered Allotment – That portion of an allotment not yet expended or encumbered.

Unencumbered Appropriation – That portion of an appropriation not yet expended or encumbered.

Utility C.O. Bonds – This funding source includes proceeds from City of Laredo combination tax and special revenue certificates of obligation issued and outstanding. These bonds are paid with a combination of tax and utility revenues.

Public Hearings (also Intro Ord) 2.

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Horacio A. De Leon, Jr., Assistant City Manager

Staff Source: Elizabeth Martinez, RTA, Tax Assessor-Collector

SUBJECT

Second public hearing for the adoption of a tax rate of \$0.637000 per \$100 value for the Tax Year 2014. The tax rate will provide revenue for the general fund and debt service. The rate includes \$0.491720 per \$100 value for Maintenance and Operation and \$0.145280 per \$100 value for Sinking Fund of the Debt Service and is estimated to generate a tax levy of \$72,039,423. The City Council is scheduled to vote on the tax rate on September 9, 2014 at 12:00 noon and September 15, 2014 at 5:30 p.m. at City Council Chambers located at 1110 Houston.

VENDOR INFORMATION FOR COMMITTEE AGENDA

Not Applicable

PREVIOUS COUNCIL ACTION

On August 04, 2014 City Council voted to set August 18th and September 2nd as the public hearing dates for the adoption of a proposed tax rate of \$0.637000 per \$100 value. The First Public Hearing was held August 18, 2014.

BACKGROUND

Adoption of the ad valorem tax rate must be done in accordance with the truth-in-taxation guidelines of the State of Texas Property Tax Code. Based on the certified numbers provided by the Webb County Appraisal District, a tax rate of \$0.637000 per \$100 value meets the budget requirements for the operations of general fund and payment of debt service.

Certified Taxable Value	11,316,027,555
Under ARB Review (WCAD Value)	<u>69,378,460</u>
Total Certified Taxable Value	11,385,406,015
Adjust ARB to Taxpayer Value	<u>(11,233,799)</u>
Adjusted Certified Taxable Value	11,374,172,216
Tax Levy @ 0.637000/\$100	72,453,477
OV 65 Tax Freeze Levy Loss	<u>(414,054)</u>
Adjusted Levy	72,039,423

COMMITTEE RECOMMENDATION

Not Applicable

STAFF RECOMMENDATION

To hold the second public hearing for the adoption of a tax rate of \$0.637000 per \$100 value.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Provides the property tax revenue for maintenance and operations and debt service.

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: City Council

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and adoption of Resolution No. 2014-R-091 Consideration of the City of Laredo Comprehensive Plan in accordance with Article IX, Section 9.03 of the Charter of the City of Laredo with amendments to the Long Range Thoroughfare Plan.

PREVIOUS COUNCIL ACTION

The City Council made a motion on May 20, 2014 to refer the Comprehensive Plan to the Planning and Zoning Commission for any recommendations prior to adoption.

BACKGROUND

The City of Laredo Charter requires that the Comprehensive Plan be reviewed and adopted every year prior to the adoption of the City's annual budget. The current Future Land Use Plan and the Long Range Thoroughfare Plan (amended in 2013 per Resolution 2013-R-072), are the elements of the Comprehensive Plan which are to be reviewed and adopted annually under Article IX, Section 9.03 of the Charter.

The City of Laredo Charter states that the Comprehensive Plan shall serve as a guide to all future Council action concerning land use and development regulations, urban renewal programs and expenditures for capital improvements. The adoption of a plan is also a response to the Texas Local Government Code which states that zoning regulations must be adopted in accordance with a comprehensive plan (Title 7, Section 211.004). The Long Range Thoroughfare Plan is a policy document guiding the long term development (covering twenty to twenty-five years) of the transportation network of the city.

Staff and the Planning and Zoning Commission recommend the following amendments to the Long Range Thoroughfare Plan:

1. Upgrade Hachar Parkway from a Major Arterial – Planned to an Expressway - Planned.
2. Upgrade Major Collector – Planned to Major Arterial – Planned located east and northeast of Bob Bullock.
3. Downgrade Expressway – Planned to Major Arterial located North of Del Mar Road.

4. Upgrade Major Collector – Planned to Major Arterial Planned located south of U.S. 59.
5. Upgrade Major Collector – Planned to Major Arterial Planned located west of Bob Bullock Loop.
6. Upgrade Major Collector – Planned to Major Arterial Planned located at extension of Mercury Drive.
7. Remove Major Collector – Planned located between Ejido and Cuatro Vientos Road south of Wormser Road.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 7 to 0 vote, recommended approval of the amendments.

STAFF RECOMMENDATION

Staff supports proposed amendments to the Long Range Thoroughfare Plan.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Resolution

Proposed Long Range Thoroughfare Plan

Proposed Thoroughfare Plan Changes

RESOLUTION No. 2014-R-091

ADOPTING THE CITY OF LAREDO COMPREHENSIVE PLAN WITH AMENDMENTS TO THE THOROUGHFARE PLAN MAP IN ACCORDANCE WITH ARTICLE IX, SECTION 9.03 OF THE CHARTER OF THE CITY OF LAREDO.

WHEREAS, the City of Laredo Charter requires that the Comprehensive Plan be reviewed and adopted every year prior to the adoption of the City's annual budget; and,

WHEREAS, the City Council made a motion on April 21, 2014 to refer the Comprehensive Plan to the Planning and Zoning Commission for recommendation; and,

WHEREAS, after holding a public hearing at the Planning and Zoning Commission meeting of August 7, 2014, the Commission recommended their support to approve the Comprehensive Plan with the proposed amendments to the Thoroughfare Plan Map of the Comprehensive Plan, based upon staff's recommendations; and,

WHEREAS, in conformance with the Laredo Land Development Code, Article I, Section 24-1.1.1.3 (1), the Chairperson and Secretary of the Planning and Zoning Commission certify the amended Thoroughfare Plan map to City Council; and,

WHEREAS, the City Council has held a public hearing on September 2, 2014, on the item and finds it appropriate to adopt the plan as recommended by the Planning and Zoning Commission; and,

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

- A. The Thoroughfare Plan map of the Comprehensive Plan of the City of Laredo, is hereby amended and are attached hereto as "Exhibit B".
- B. This resolution shall become effective on passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

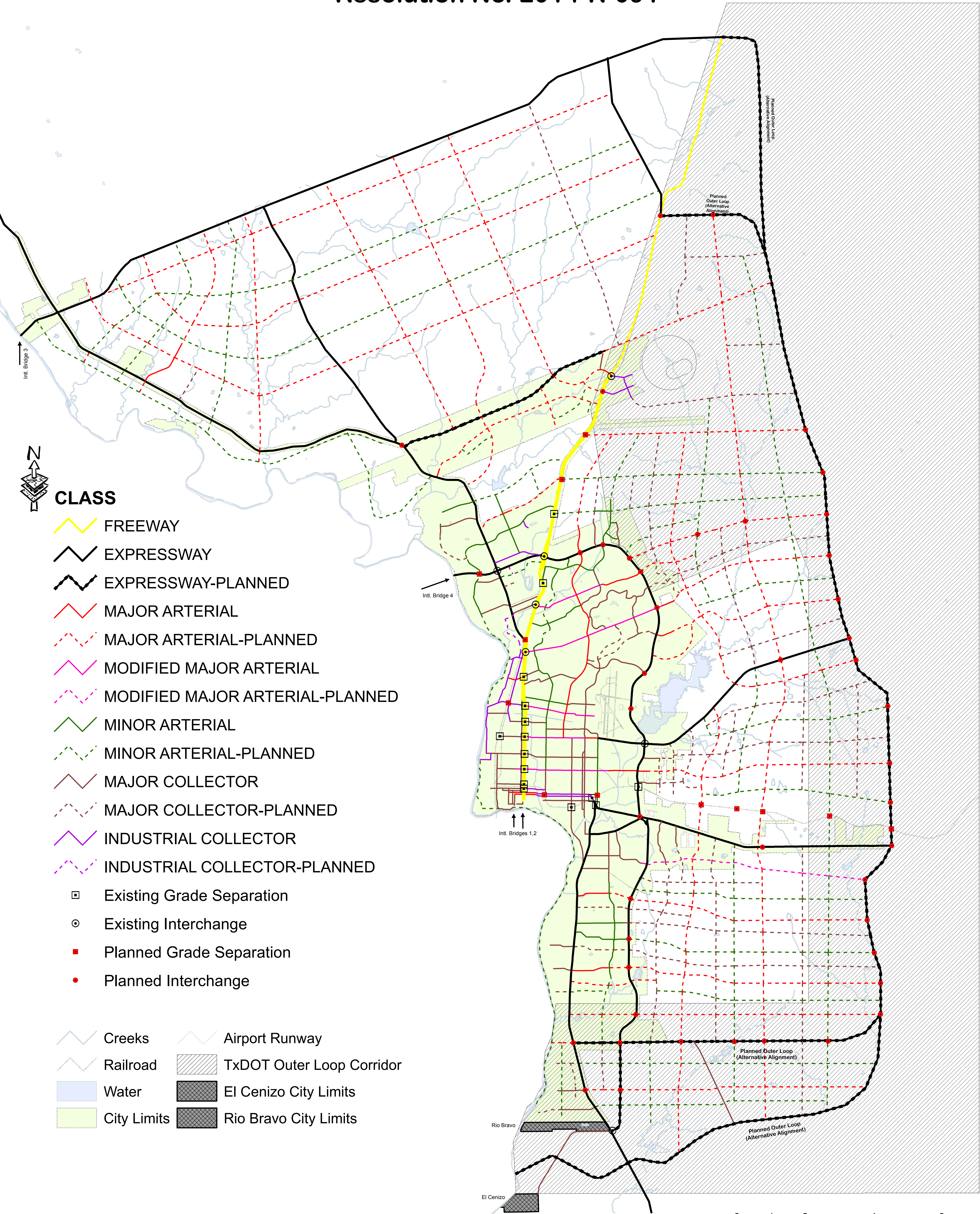
APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

KRISTINA LAUREL HALE

Proposed Long Range Thoroughfare Plan- Laredo, Texas

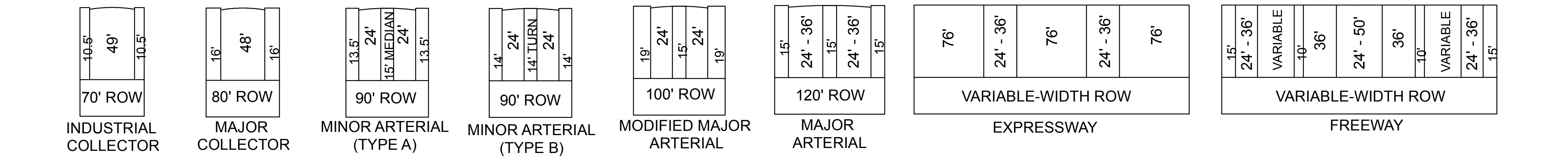
Transportation Element of the Comprehensive Plan Handbook

Resolution No. 2014-R-091



Note: Major streets are classified according to their anticipated traffic service function.

Policy Cross Sections





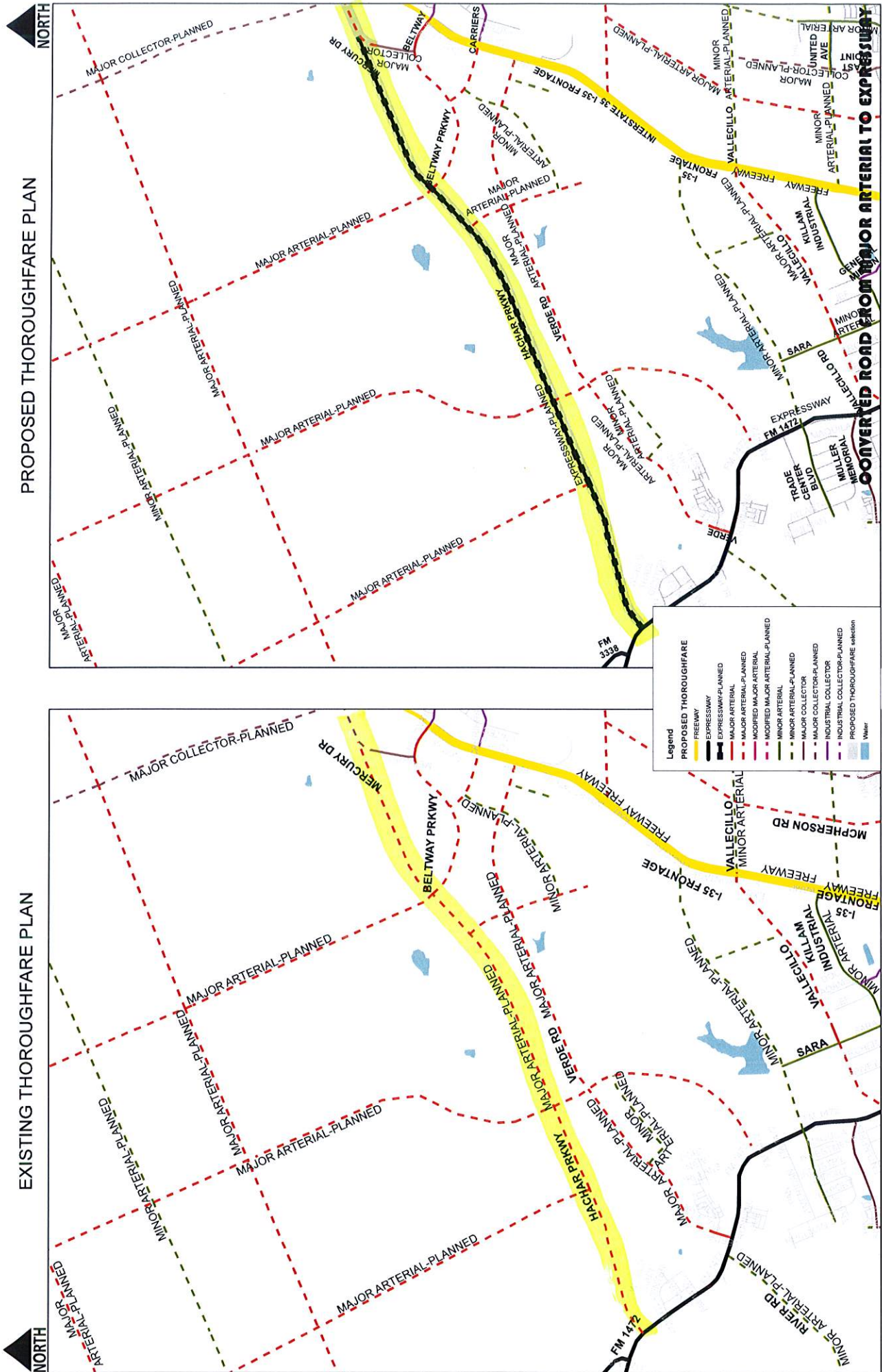
PROPOSED THOROUGHFARE PLAN



EXISTING THOROUGHFARE PLAN



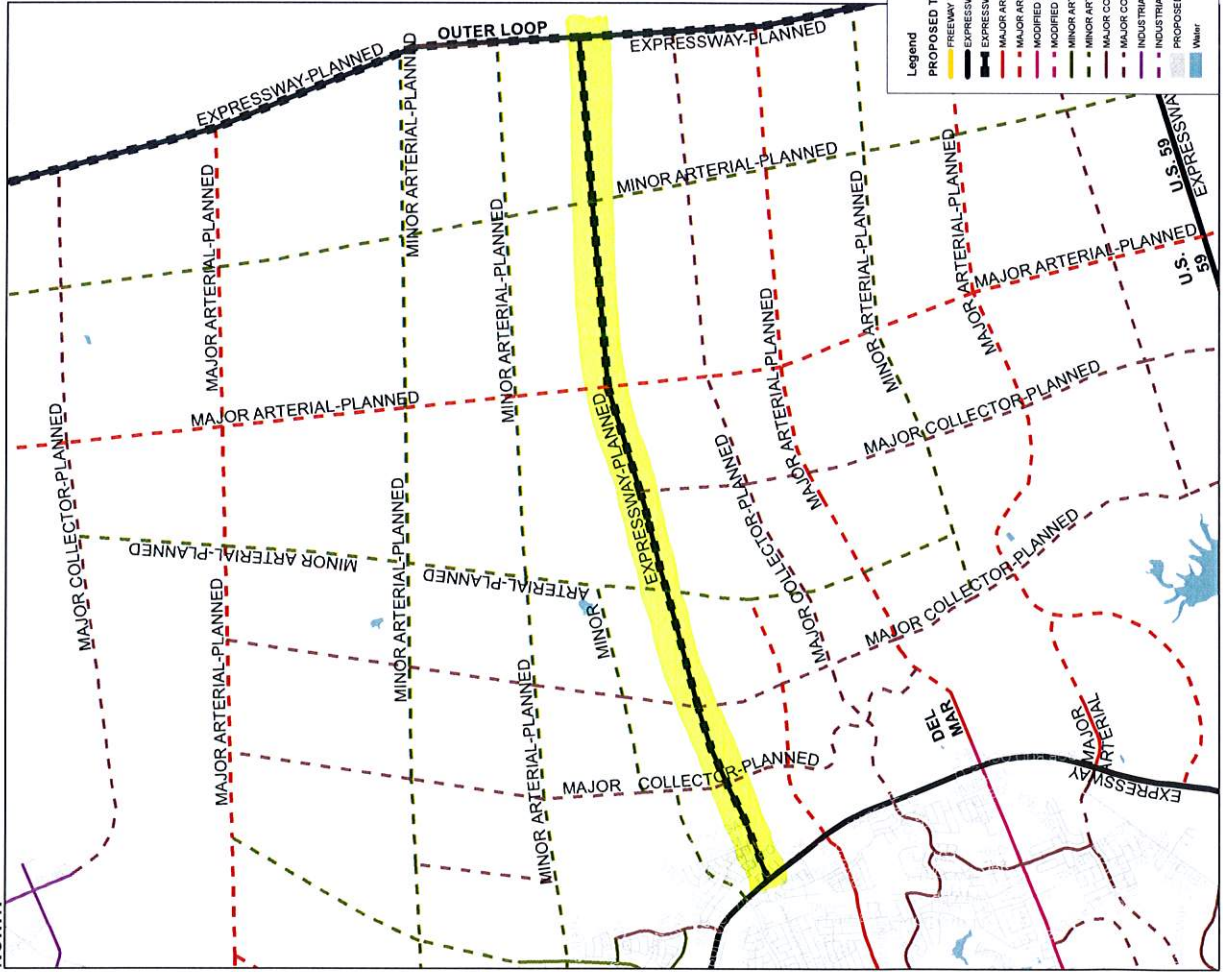
EXISTING THOROUGHFARE PLAN



PROPOSED THOROUGHFARE PLAN



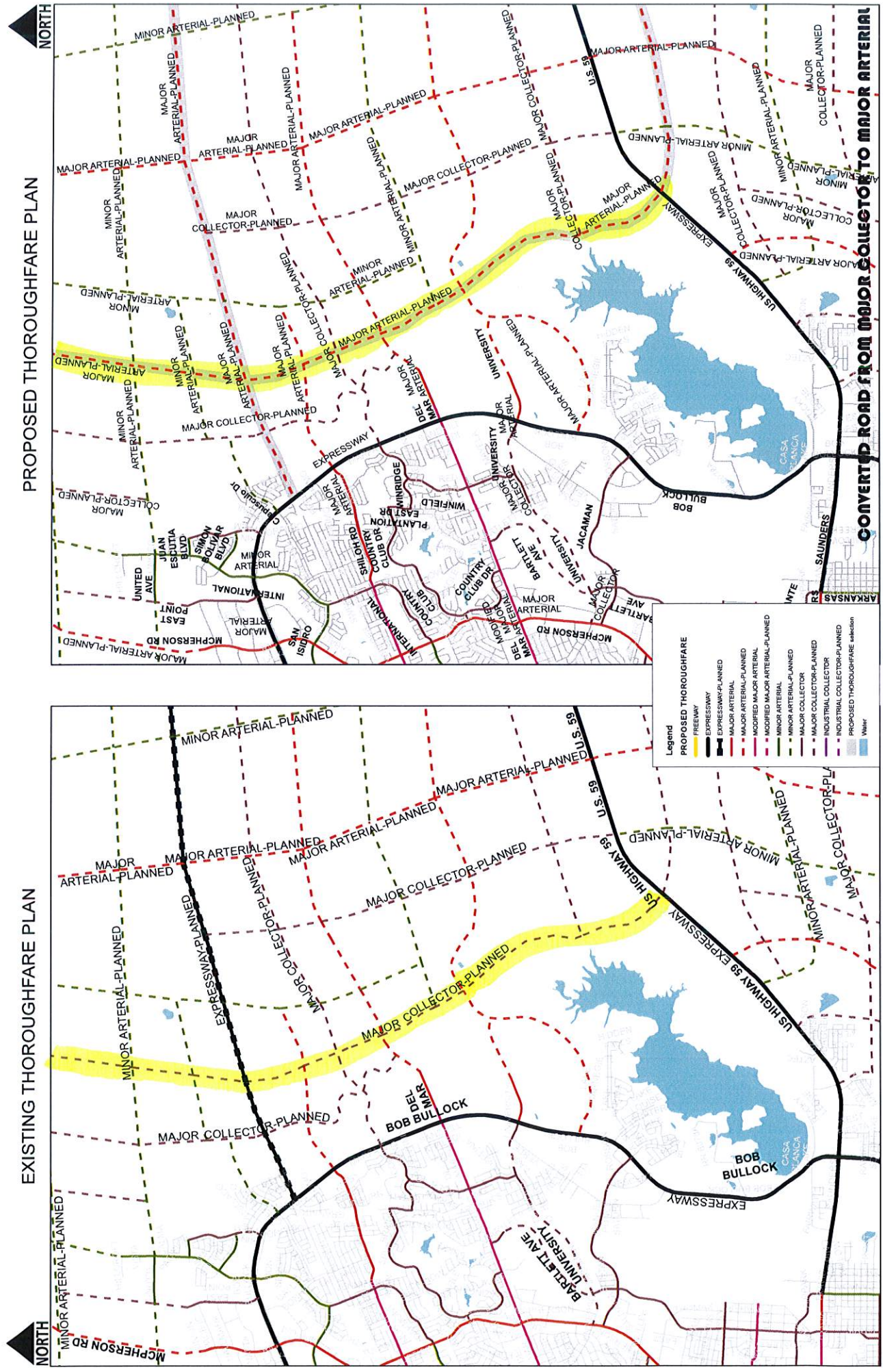
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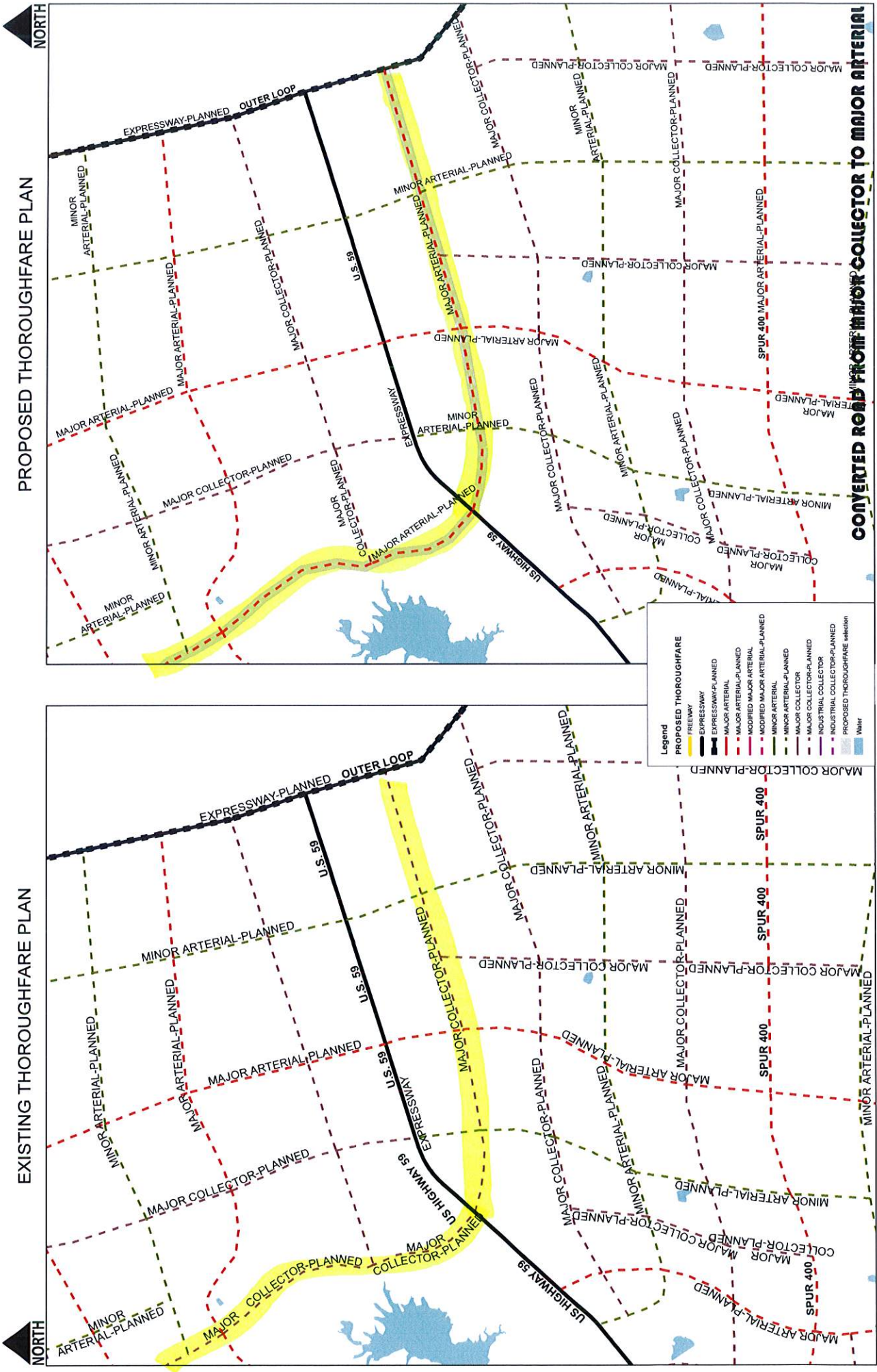


PROPOSED THOROUGHFARE PLAN



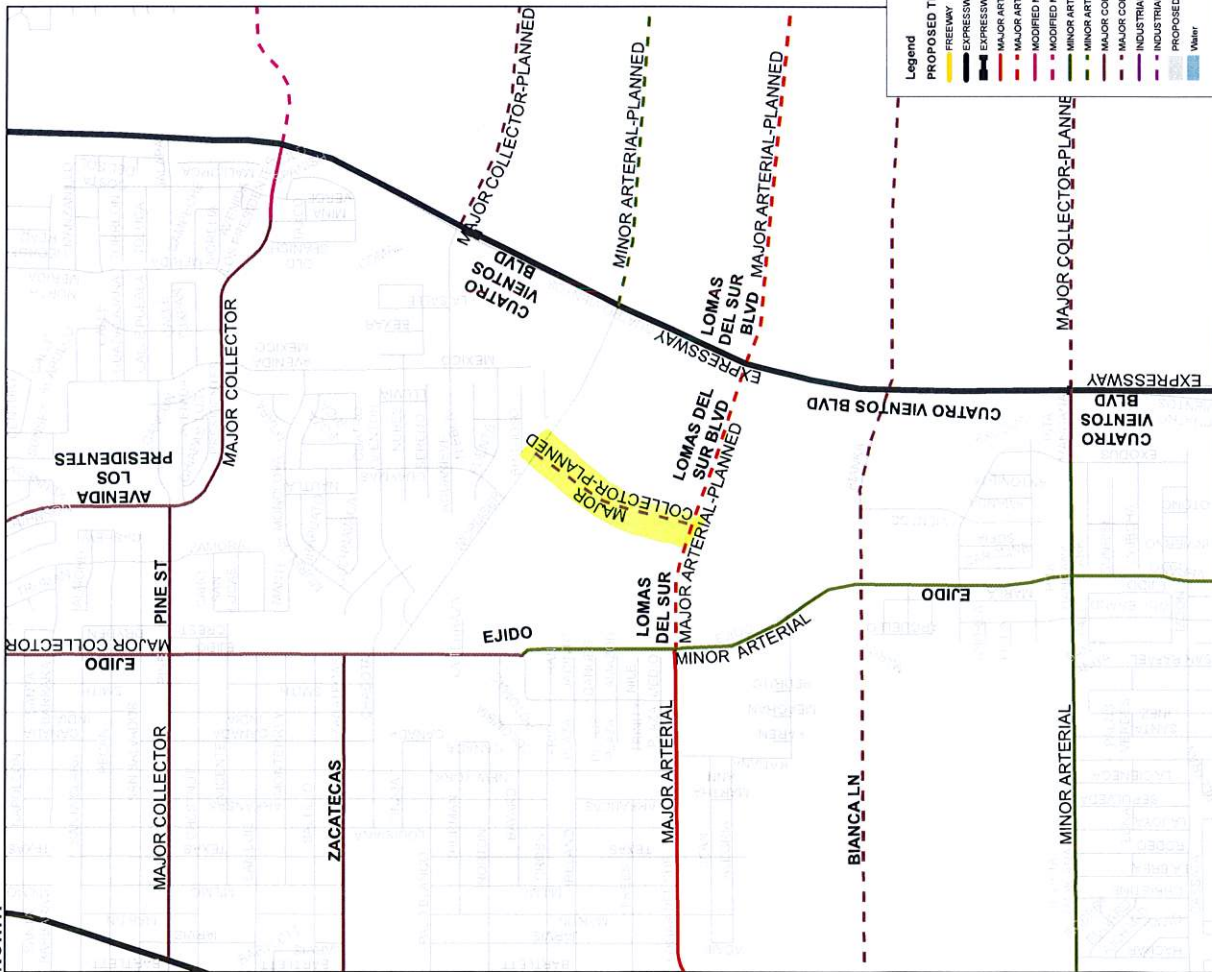
CONVERTED ROAD FROM EXPRESSWAY TO MAJOR ARTERIAL



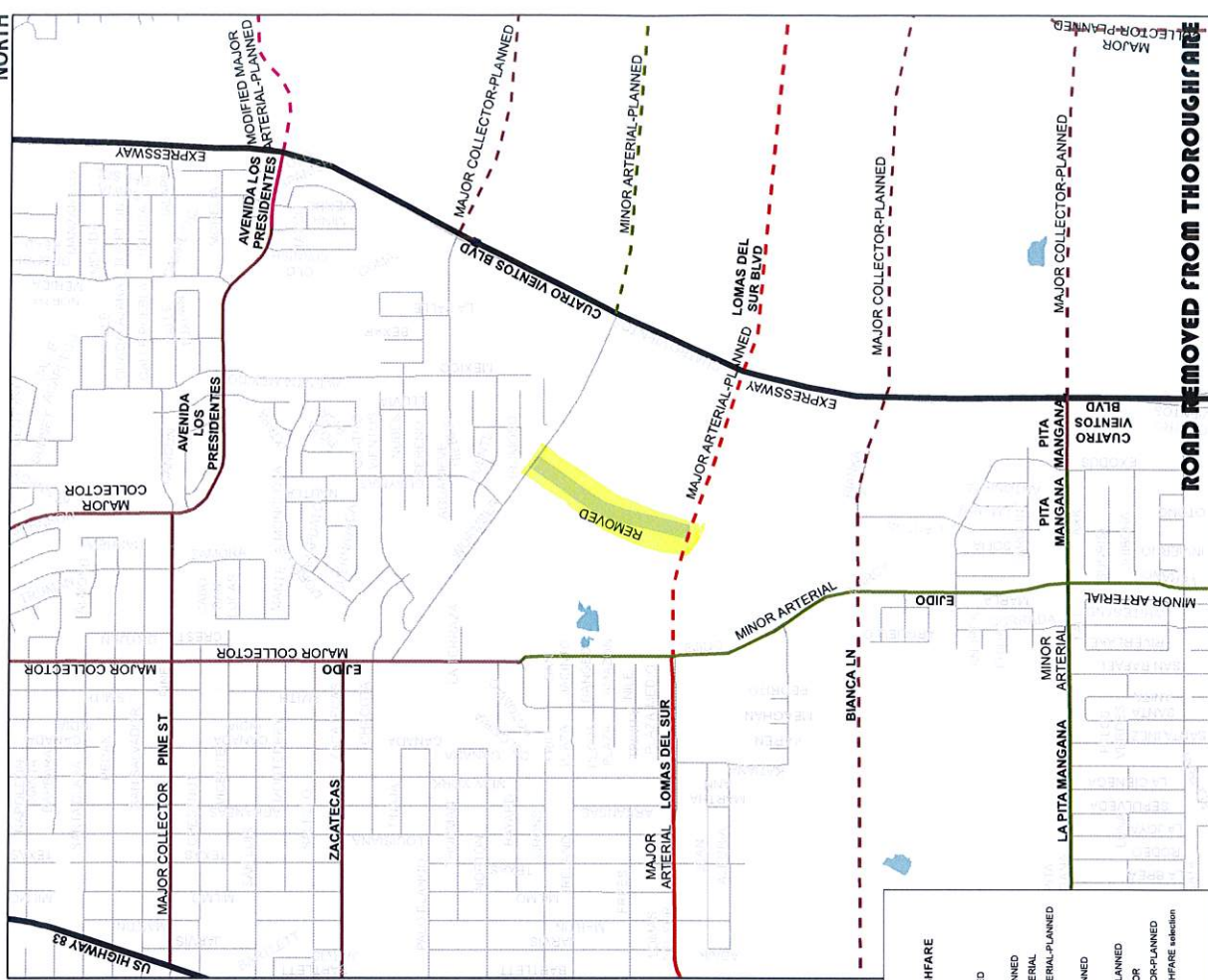




EXISTING THOROUGHFARE PLAN



PROPOSED THOROUGHFARE PLAN



ROAD REMOVED FROM THOROUGHFARE

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Cynthia Collazo, Deputy City Manager

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

SUBJECT

Public hearing and introductory ordinance authorizing City Manager to accept eight (8) continuation contracts from the Department of State Health Services (DSHS) and amending the FY 2013-2014 City of Laredo Health Department (CLHD) Budget by appropriating net revenues in the amount of \$119,202.00 and net expenditures in the amount of \$17,233.00 for a total of \$2,328,240.00 to allow the City of Laredo Health Department to continue public health prevention, detection, treatment and education intervention for Tuberculosis Control and Elimination Program, Immunization Services, Local Public Health System Prevention from the Office of Public Health Practices (OPHP) Program, Public Health Emergency Preparedness (PHEP) Program, HIV Prevention Program, Community Diabetes Disease Management Program, and Primary Health Care for the term period from September 1, 2014 through August 31, 2015.
(Approved by Operations Committee)

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On September 3, 2013, Council approved Resolution 2013-R-74.

BACKGROUND

The Texas Department of Health Services (DSHS) continues to contract with the City of Laredo to provide public health prevention, detection, treatment and education intervention services to residents of Laredo (for HIV and PHEP in Webb County as well through an interlocal agreement) by the City of Laredo Health Department (CLHD). DSHS will continue to partner with the CLHD to provide Tuberculosis care, diagnosis, treatment and prevention, immunizations to children, adolescents and adults, provide enhanced local public health infrastructure to address critical public health threats, disease control and prevention, disease surveillance, foodborne disease monitoring, enforcement and prevention, zoonosis control, public health emergency and preparedness response to bio-terrorism and all hazards threats, HIV prevention, treatment, case management, testing and education, diabetes prevention through disease self management and community education outreach activities, and primary care services including immunizations, diagnosis and treatment, early detection, family planning, health education, diagnostic tests, including laboratory, x-ray, and emergency

services.

DSHS contract amounts are as follows:

- 1) TUBERCULOSIS PREVENTION & CONTROL/FEDERAL \$122,324
- 2) TUBERCULOSIS PREVENTION & CONTROL/STATE \$171,089
- 3) IMMUNIZATION BRANCH /LOCALS \$230,491
- 4) LOCAL PUBLIC HEALTH SYSTEM \$248,536
- 5) PUBLIC HEALTH EMERGENCY PREPAREDNESS \$327,117
- 6) HIV PREVENTION \$310,600
- 7) COMMUNITY DIABETES PROJECT \$ 80,000
- 8) PRIMARY HEALTH CARE \$159,171

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council introduce the Ordinance.

Fiscal Impact

Fiscal Year: 2014

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Revenues and expenditures are hereby modified in accordance with the DSHS Contract (See: Attachment A).

Attachments

Ordinance

Budget

Attachment A

TB Federal Contract

TB Elimination Contract

Immunization Contract

O.P.H.P. Contract

Bioterrorism Contract

HIV Prevention Contract

Diabetes Contract

Primary Health Care Contract

ORDINANCE

AUTHORIZING THE CITY MANAGER TO ACCEPT EIGHT (8) CONTRACTS FROM THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) AND AMENDING THE FY 2014-2015 CITY OF LAREDO HEALTH DEPARTMENT (CLHD) BUDGET BY APPROPRIATING NET REVENUES IN THE AMOUNT OF \$119,202 AND NET EXPENDITURES IN THE AMOUNT OF \$17,233 FOR A TOTAL OF \$2,328,240 FOR THE CONTINUATION OF THE CITY OF LAREDO HEALTH DEPARTMENT TUBERCULOSIS CONTROL AND ELIMINATION PROGRAMS, IMMUNIZATION PROGRAM, OFFICE OF PUBLIC HEALTH PRACTICES (OPHP) PROGRAM, PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) PROGRAM, HIV PREVENTION PROGRAM, COMMUNITY DIABETES PROGRAM, AND PRIMARY HEALTH CARE PROGRAM FOR THE TERM PERIOD FROM SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2015.

WHEREAS, The Texas Department of Health Services (DSHS) continues to contract with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department (CLHD); and

WHEREAS, DSHS will continue to partner with the CLHD to provide TB care, diagnosis, treatment and prevention, immunizations to adolescents and adults, enhanced local public health infrastructures to address critical public health threats, disease control and prevention, public health emergency response preparedness and response to bioterrorism threats, HIV prevention services, diabetes prevention and community outreach activities, and primary care services including immunizations, diagnosis and treatment, early detection, family planning, health education, diagnostic tests, including laboratory, x-ray, and emergency services; and

WHEREAS, DSHS contract amounts are as follows:

1) TUBERCULOSIS PREVENTION & CONTROL/FEDERAL	\$122,324
2) TUBERCULOSIS PREVENTION & CONTROL/STATE	\$171,089
3) IMMUNIZATION BRANCH /LOCALS	\$230,491
4) LOCAL PUBLIC HEALTH SYSTEM	\$248,536
5) PUBLIC HEALTH EMERGENCY PREPAREDNESS	\$327,117
6) HIV PREVENTION	\$310,600
7) COMMUNITY DIABETES PROJECT	\$ 80,000
8) PRIMARY HEALTH CARE	\$159,171

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

Section 1: The City Manager is hereby authorized to accept the contracts from the Department of State Health Services (DSHS) and amend the FY 2014-2015 City of Laredo Health Department (CLHD) Budget by appropriating net revenues in the amount of \$119,202 and net expenditures in the amount of \$17,233 for a total of \$2,328,240 for the continuation of the City of Laredo Health Department Tuberculosis Control and Elimination Program, Immunization Program, Local Public Health System, Office of Public Health Practices (OPHP) Program, Public Health Emergency Preparedness (PHEP) Program , HIV Prevention Program, Community Diabetes Program, and Primary Health Care Program for the term period from September 1, 2014 through August 31, 2015.

Section 2: Revenues and expenditures are hereby modified in accordance with the DSHS Contract (See: Attachment A).

Section 3: The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions of the existing general contract with the Texas Department of State Health Services to meet the necessary costs to accomplish the scope of work for the program.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS _____ DAY OF _____, 2014.**

**RAUL G. SALINAS
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

**APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY**

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

**COUNCIL COMMUNICATION
BUDGET**

**TB FEDERAL (6003-HEFT07)
DSHS CONTRACT #2015-001424-00**

CATEGORIES		APPROVED BUD.
REVENUES		
DSHS GRANT REVENUE	\$	122,324
IN-KIND MATCH		24,465
TOTAL REVENUES	\$	146,789
EXPENSES		
PERSONNEL	\$	78,764
FRINGE BENEFITS		37,307
TRAVEL		1,903
EQUIPMENT		0
SUPPLIES		0
CONTRACTUAL		4,350
OTHER		0
SUB-TOTAL	\$	122,324
IN-KIND MATCH		24,465
TOTAL	\$	146,789

**TB STATE (6005-HETE07)
DSHS CONTRACT #2015-001448-00**

CATEGORIES		APPROVED BUD.
REVENUES		
DSHS GRANT REVENUE	\$	171,089
PROGRAM INCOME/ IN KIND		79,480
TOTAL REVENUES	\$	250,569
EXPENSES		
PERSONNEL	\$	122,362
FRINGE BENEFITS		48,727
TRAVEL		0
EQUIPMENT		0
SUPPLIES		0
CONTRACTUAL		0
OTHER		0
SUB-TOTAL	\$	171,089
PROGRAM INCOME / IN KIND		79,480
TOTAL	\$	250,569

IMMUNIZATIONS (6006-HEIA07)
DSHS CONTRACT #2015-001135-00

CATEGORIES	APPROVED BUD.	
REVENUES		
DSHS GRANT REVENUE	\$	230,491
PROGRAM INCOME		112,765
TOTAL REVENUES	\$	343,256
EXPENSES		
PERSONNEL	\$	153,287
FRINGE BENEFITS		75,987
TRAVEL		0
EQUIPMENT		0
SUPPLIES		0
CONTRACTUAL		0
OTHER		1,217
SUB-TOTAL	\$	230,491
PROGRAM INCOME		112,765
TOTAL	\$	343,256

OPHP (6007-HEOP07)
DSHS CONTRACT #2015-001192-00

CATEGORIES	APPROVED BUD.	
REVENUES		
DSHS GRANT REVENUE	\$	248,536
PROGRAM INCOME		411,613
TOTAL REVENUES	\$	660,149
EXPENSES		
PERSONNEL	\$	169,004
FRINGE BENEFITS		79,532
TRAVEL		0
EQUIPMENT		0
SUPPLIES		0
CONTRACTUAL		0
OTHER		0
SUB-TOTAL	\$	248,536
PROGRAM INCOME		411,613
TOTAL	\$	660,149

PHEP (6010-HEBT07)
DSHS CONTRACT #2015-001232-00

CATEGORIES		APPROVED BUD.
REVENUES		
DSHS GRANT REVENUE	\$	327,117
INKIND MATCH		32,712
TOTAL REVENUES	\$	359,829
EXPENSES		
PERSONNEL	\$	197,559
FRINGE BENEFITS		88,010
TRAVEL		8,344
EQUIPMENT		0
SUPPLIES		6,460
CONTRACTUAL		0
OTHER		26,744
SUB-TOTAL	\$	327,117
INKIND MATCH		32,712
TOTAL	\$	359,829

HIV PREVENTION (6002-HEHP07)
DSHS CONTRACT #2015-00135-00

CATEGORIES		APPROVED BUD.
REVENUES		
DSHS GRANT REVENUE	\$	310,600
INKIND MATCH		0
TOTAL REVENUES	\$	310,600
EXPENSES		
PERSONNEL	\$	182,318
FRINGE BENEFITS		80,538
TRAVEL		7,203
EQUIPMENT		0
SUPPLIES		11,258
CONTRACTUAL		0
OTHER		29,283
SUB-TOTAL	\$	310,600
INKIND MATCH		0
TOTAL	\$	310,600

CDP (6025-HECD04)
DSHS CONTRACT #2015-001276-00

CATEGORIES		APPROVED BUD.
REVENUES		
DSHS GRANT REVENUE	\$	80,000
INKIND MATCH		0
TOTAL REVENUES	\$	80,000
EXPENSES		
PERSONNEL	\$	43,472
FRINGE BENEFITS		23,287
TRAVEL		2,049
EQUIPMENT		0
SUPPLIES		0
CONTRACTUAL		9,462
OTHER		1,730
SUB-TOTAL	\$	80,000
INKIND MATCH		0
TOTAL	\$	80,000

PRIMARY HEALTH CARE (6004-HEHP07)
DSHS CONTRACT #2015-046178-001

CATEGORIES		APPROVED BUD.
REVENUES		
DSHS GRANT REVENUE	\$	159,171
PROGRAM INCOME		17,877
TOTAL REVENUES	\$	177,048
EXPENSES		
PERSONNEL	\$	77,915
FRINGE BENEFITS		23,375
TRAVEL		1,654
EQUIPMENT		0
SUPPLIES		2,500
CONTRACTUAL		53,727
OTHER		0
SUB-TOTAL	\$	159,171
PROGRAM INCOME		17,877
TOTAL	\$	177,048

DSHS Contract 2015-001424
 DSHS Contract 2015-001448
 DSHS Contract 2015-001135
 DSHS Contract 2015-001192
 DSHS Contract 2015-001232
 DSHS Contract 2015-001325
 DSHS Contract 2015-001276
 DSHS Contract 2015-046178

TB Federal
 TB Elimination
 Immunization
 O.P.H.P.
 Bioterrorism
 HIV Prevention
 Diabetes
 Primary Health Care

	Annual Appropriation	Amended Appropriation	Budget Amendment
REVENUES			
Tuberculosis Control	142,893	122,324	(20,569)
Tuberculosis Control In-Kind Match	-	24,465	24,465
Tuberculosis Elimination	170,859	171,089	230
TB Elimination Program Income	39,317	45,262	5,945
TB Elimination In-Kind Match	-	34,218	34,218
Immunization	230,491	230,491	-
Immunization Program Income	178,490	112,765	(65,725)
OPHP	248,536	248,536	-
OPHP Program Income	370,382	411,613	41,231
PHEP	352,719	327,117	(25,602)
PHEP In-Kind Match	-	32,712	32,712
HIV Prevention	201,600	310,600	109,000
Community Diabetes	80,000	80,000	-
Primary Health Care	177,000	159,171	(17,829)
Primary Health Care Program Income	16,751	17,877	1,126
	<u>2,301,495</u>	<u>2,328,240</u>	<u>119,202</u>
EXPENSES			
Tuberculosis Control	142,893	122,324	(20,569)
Tuberculosis Control In-Kind Match	-	24,465	24,465
Tuberculosis Elimination	197,420	171,089	(26,331)
TB Elimination Reserve Appr.	12,756	45,262	32,506
TB Elimination In-Kind Match	-	34,218	34,218
Immunization	408,981	230,491	(178,490)
Immunization Reserve Appr.	-	112,765	112,765
OPHP	589,603	248,536	(341,067)
OPHP Program Income	29,315	411,613	382,298
PHEP	352,719	327,117	(25,602)
PHEP In-Kind Match	-	32,712	32,712
HIV Prevention	303,569	310,600	7,031
Community Diabetes	80,000	80,000	-
Primary Health Care	173,532	159,171	(14,361)
Primary Health Care Reserve Appr.	20,219	17,877	(2,342)
	<u>2,401,027</u>	<u>2,328,240</u>	<u>17,233</u>

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001424-00**



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and City of Laredo Health Department (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is \$122,324.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: TB/PC-FED Tuberculosis Prevention and Control-Federal

7. Statement of Work:

SECTION 1. STATEMENT OF WORK:

A. PROVISION OF SERVICES:

Throughout Contractor's defined service area, Contractor shall develop and provide services and associated activities for the prevention and control of tuberculosis (TB) in accordance with federal funding requirements.

Contractor shall perform activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall not use funds under this contract to support clinical care such as physician and nursing services or medication purchases.

Contractor may use funds under this contract to support any or all of the following activities:

- Directly observed therapy (DOT);
- Contact Investigations;
- Contact Reviews;
- Surveillance;
- Reporting;
- Data analyses;
- Cluster investigations; and/or
- Provider Education.

Funds under this contract may support full time employees (FTEs) based on the percentage of time involved in performing any of the above activities or to support contractual activities such as DOT.

Contractor shall provide services outlined above in compliance with the following:

- DSHS Tuberculosis Work Plan, <http://www.dshs.state.tx.us/idcu/disease/tb/policies/>
- DSHS Standards of Performance for the Prevention and Control of Tuberculosis, <http://www.dshs.state.tx.us/IDCU/disease/tb/publications/SOP-2014-final.doc>;
- American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB, <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm>;
- Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine), Vol. 161, pp. 1376-1395, 2000)

<http://ajrccm.atsjournals.org/cgi/reprint/161/4/1376>;

- Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003, <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm>;
- Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, <http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf>;
- Updated: Adverse Event Data and Revised ATS/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31), <http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5231a4.htm>;
- Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm>; and
- Guidelines for the Prevention and Treatment of Opportunistic Infections Among HIV-Exposed and HIV-Infected Children, <http://www.cdc.gov/mmwr/pdf/rr/rr58e0826.pdf>.

Contractor shall comply with all applicable federal and state regulations and statutes, including, but not limited to, the following:

- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, Subchapter B;
- Communicable Disease Prevention and Control Act, Texas Health and Safety Code, Chapter 81;
- Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89; • Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases; and
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

Contractor shall perform all activities under this Renewal Program Attachment in accordance with Tuberculosis and Refugee Health Services Branch, Tuberculosis Work Plan (attached as Exhibit A), and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable procedures in the final approved work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract knows of the change(s).

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below what is projected in Contractor's total Renewal Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Use of Funds:

Contractor will be subject to adjustments in award amounts based on changes to the number of clients served, utilization of funds, or other factors.

Contractor shall provide a match of no less than 20% of the DSHS share of the total budget reflected in the Program Attachment. Contractor shall provide match at the required percentage or DSHS may hold payment vouchers, use administrative offsets, or request a refund from Contractor until such time as the required match ratio is met. No federal or other grant funds can be used as match.

Contractor shall not use DSHS funds or matching funds (including in-kind contributions) for:

1. Food;
2. Incentives;
3. Entertainment; or
4. Sectarian worship, instruction, or proselytization.

Contractor shall:

1. Lapse no more than 5% of the total funded amount of the contract.
2. Maintain and adjust spending plan throughout the contract term to avoid lapsing funds.
3. Maintain staffing levels to meet required activities of the contract and to ensure all funds in personnel category are expended.

Contractor's budget shall include costs to cover required TB trainings and continuing education training.

Contractor is allocated \$40,774.67 from September 1, 2014 – December 31, 2014.

Contractor is allocated \$81,549.33 from January 1, 2015 – August 31, 2015.

Expenditures must not exceed the above allocated amounts within the specified timeframes.

B. REPORTING:

Contractor shall provide a complete and accurate Annual Progress Report covering the period from January to December 2014, in the format provided by DSHS, demonstrating compliance with requirements of the Program Attachments during that time period. The report shall include, but not limited to, a detailed analysis of performance related to the performance measures listed below. The Contractor's Annual Progress Report shall not be combined with another Contractor's or health service region's Annual Progress Report. The report is due February 13, 2015, and shall be sent to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us. Any individual-level patient data this will need to be sent to Public Health Information Network (PHIN). Contractors can mail the Annual Progress Report to their DSHS health service region thereby authorizing them to submit the report on their behalf. If the Contractor sends the report to DSHS health service region, the deadline for submission to TB and Refugee Health Services Branch remains unchanged. Contractor shall maintain documentation used to calculate performance measures as required by General Provisions Article VIII "Records Retention" and by Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding the retention of medical records.

Contractor shall adhere to reporting requirements documented in the Tuberculosis Work Plan and the CDC Tuberculosis Surveillance Data Training Report of Verified Case of Tuberculosis (RVCT) Instruction Manual available at, <http://www.cdc.gov/tb/programs/rvct/InstructionManual.pdf>.

C. TRAINING:

Contractor shall provide orientation and training to all employees involved in TB activities including physicians, nurses, contact investigators, outreach workers, case registry staff, receptionists, and other support staff.

Within ninety (90) days of employment, all newly hired employees shall complete required TB training specific to their duties and responsibilities. Refer to the Tuberculosis Work Plan for required trainings for newly hired employees. Each year, employees that provide TB services shall receive sixteen (16) hours of continuing education or training relevant to their position. Documentation of all training (including the hours, topics, and dates) shall be retained for each employee who delivers TB services and made available upon request by DSHS Tuberculosis and Refugee Health Services Branch and listed in detail in the Accomplishments section of the Annual Progress Report.

Contractor's case registry staff shall attend annual medical records conference and workshop to obtain the latest records management procedures.

D. COHORT REVIEWS:

Contractor shall conduct cohort reviews as described in the Tuberculosis Work Plan. Contractor shall submit all required documents for cohort reviews as noted in the TB Work Plan including but not limited to the Cohort Summary Report and Cohort Presentation Form using the following Cohort Period and Submission Schedule:

Cohort Period & Submission Schedule

Cohort Period Cases Counted In:	Are reviewed and reported by:
1st quarter (Jan 1 to Mar 31) current year	March 31 of the following year
2nd quarter (Apr 1 to June 30) current year	June 30 of the following year
3rd quarter (July 1 to Sep 30) current year	September 30 of the following year
4th quarter (Oct 1 to Dec 31) current year	December 31 of the following year

SECTION II. FY15 PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Renewal Program Attachment, without waiving the enforceability of any of the other terms of the contract or any other method of determining compliance:

1. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Direct Observed Therapy (DOT).

For FY15 reporting, data will cover all cases from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 90% is required.

If data indicates a compliance rate percentage for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

2. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less;

*Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.

For FY15 reporting, data will cover all cases from calendar year 2013 (1/1/2013 -12/31/2013). A

compliance percentage of not less than 86% is required.

If data indicates a compliance percentage for this Performance Measure of less than 86%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

3. TB cases with initial cultures positive for *Mycobacterium tuberculosis* complex shall be tested for drug susceptibility and have those results documented in their medical record.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 97.6% is required.

If data indicates a compliance percentage of less than 97.6% for this Performance Measure then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

4. Newly-reported cases of TB with Acid-fast Bacilli (AFB) positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 46% is required.

If data indicates a compliance percentage of less than 46% for this Performance Measure, then DSHS may (at its sole discretion) require additional measures be taken by contractor to improve the percentage, on a timeline set by DSHS;

5. Newly-reported TB cases shall have an HIV test performed (unless they are known HIV- positive, or if the patient refuses) and shall have positive or negative HIV test results reported to DSHS according to the schedule provided herein.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 82% is required.

If fewer than 82% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

6. Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 93.4% is required.

If fewer than 93.4% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

7. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance

percentage of not less than 90% is required.

If data indicates a compliance percentage for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

8. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TB infection and disease.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 82% is required.

If data indicates a compliance percentage for this Performance Measure of less than 82%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

9. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with latent TB infection (LTBI) shall be started on timely and appropriate treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 67.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 67.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

10. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with LTBI and that were started on treatment shall complete treatment for LTBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, and according to the timelines given, therein.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 47.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 47.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

11. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum AFB-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 90.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 90.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

12. Increase the proportion of culture-confirmed TB cases with a genotyping result reported.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 94.2% is required.

If data indicates a compliance percentage for this Performance Measure of less than 94.2%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

13. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate medical evaluation within 90 days of arrival.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 56% is required.

Measure of less than 56%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

14. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with latent TB infection (LTBI during evaluation in the US, increase the proportion who start treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 66% is required.

Measure of less than 66%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

15. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with latent TB infection (LTBI during evaluation in the US and started on treatment, increase the proportion who complete LTBI treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 67% is required.

Measure of less than 67%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; and

16. All reporting to DSHS shall be completed as described herein under Section I-B above and submitted by the deadlines given.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the narrative report, due February 13, 2015, a written explanation including a plan (with schedule) to meet those measures. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and

supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC 1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

8. Service Area

Webb County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00064

FY14 TB/FED

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2015

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.116, 93.116

14. DUNS Number:

618150460

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Narrative Reprt	Annually	January 1, 2014	December 31, 2014	February 13, 2015
Financial Status Rep	Quarterly	September 1, 2014	December 31, 2014	February 2, 2015
Financial Status Rep	Quarterly	January 1, 2015	February 28, 2015	March 30, 2015
Financial Status Rep	Quarterly	March 1, 2015	May 30, 2015	June 30, 2015
Financial Status Rep	Quarterly	June 1, 2015	August 31, 2015	October 15, 2015

Submission Instructions:

Annual Report: Submit program reports to the TB Reporting Mailbox -
TBContractReporting@dshs.state.tx.us.

Financial Status Reports:
Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number is (512) 776-7442. The email address is invoices@dshs.state.tx.us

16. Special Provisions

General Provisions, ARTICLE III SERVICES, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, Article IV, Funding Section 4.03, Use of Funds, is amended to include the following:

Contractor is allocated \$40,774.67 from September 1, 2014 – December 31, 2014.

Contractor is allocated \$81,549.33 from January 1, 2015 – August 31, 2015.

Expenditures may not exceed the above allocated amounts within the specified timeframes.

General Provisions, Article IV. Funding, Section 4.06, Nonsupplanting, is revised to include the following:

Funding from this Renewal Program Attachment shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Renewal Program Attachment) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' set funding, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Program Attachment.

General Provisions, ARTICLE V, Payment Methods and Restrictions Section 5.02, Billing Submission is amended to include the following:

Contractor must submit requests for reimbursement or payment, or revisions to previous reimbursement request(s), no later than February 15, 2015 for costs incurred between the service dates of September 1, 2014 and December 31, 2014.

General Provisions, Article V, Payment Methods and Restrictions, Section 5.03, Final Billing Submission, is amended to include the following:

Contractor shall submit final close-out bill or revisions to previous reimbursement request(s), no later than February 15, 2015 for costs incurred between the services dates of September 1, 2014 and December 31, 2014. Expenditures with service dates from September 1, 2014 to December 31, 2014 will not be paid, if submitted after February 15, 2015.

General Provisions, ARTICLE V. PAYMENT METHODS AND RESTRICTIONS, Section 5.05 Financial Status Reports, is amended to include the following:

Contractor shall submit FSRs to Accounts Payable by the last business day of the month following the end of each term reported. The FSR period will be reported as follows: Quarter One shall include September 1, 2014 through December 31, 2014. Quarter two shall include January 1, 2015 through February 28, 2015. Quarter three shall include March 1, 2015 through May 30, 2015. Quarter four shall include June 1, 2015

through August 31, 2015. Contractor shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term

General Provisions Article VIII Confidentiality, Section 8.03, Exchange of client-identifying information, is revised to include the following:

Neither Contractor, nor any subcontractor, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf; however, DSHS may require Contractor, or any subcontractor, to timely transfer a client or patient record to DSHS if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient, or is otherwise provided by law.

DSHS shall have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, DSHS shall keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

General Provisions, Article XV. General Terms, Section 15.15 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

- | | |
|-----------------------------|---|
| a. Contract (this document) | 2015-001424-00 |
| b. General Provisions | Subrecipient General Provisions |
| c. Attachments | Budgets |
| d. Declarations | Certification Regarding Lobbying, Fiscal Federal Funding
Accountability and Transparency Act (FFATA) Certification |
| e. Exhibits | |

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	City of Laredo
Vendor Identification Number:	17460015732

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Telephone Number

E-mail Address

City of Laredo Health Department

By:
Signature of Authorized Official

Date

Name and Title

Address

City, State, Zip

Telephone Number

E-mail Address

Budget Summary

Organization Name: City of Laredo Health Department Program ID: TB/PC-FED
Contract Number: 2015-001424-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$78,764.00	\$17,439.00	\$0.00	\$96,203.00
Fringe Benefits	\$37,307.00	\$7,026.00	\$0.00	\$44,333.00
Travel	\$1,903.00	\$0.00	\$0.00	\$1,903.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$4,350.00	\$0.00	\$0.00	\$4,350.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$122,324.00	\$24,465.00	\$0.00	\$146,789.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$122,324.00	\$24,465.00	\$0.00	\$146,789.00

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001448-00**



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and City of Laredo Health Department (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is \$171,089.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: TB/PC-STATE Tuberculosis Prevention and Control-State

7. Statement of Work:

SECTION 1. STATEMENT OF WORK

A. PROVISION OF SERVICES:

Throughout the Contractor's defined service area, Contractor shall develop and provide services and associated activities to prevent and control tuberculosis in their jurisdiction.

Contractor shall perform activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall provide these services in compliance with the following:

- DSHS Tuberculosis Work Plan, <http://www.dshs.state.tx.us/idcu/disease/tb/policies/>

DSHS Standards of Performance for the Prevention and Control of Tuberculosis,
<http://www.dshs.state.tx.us/IDCU/disease/tb/publications/SOP-2014-final.doc>;

- DSHS Standards for Public Health Clinic Services, <http://www.dshs.state.tx.us/qmb/dshsstndrds4clinciservs.pdf>;

- American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB,
<http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm>;

- Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine), Vol. 161, pp. 1376-1395, 2000)
<http://ajrccm.atsjournals.org/cgi/content/full/161/4/1376>;

- Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003;

- Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, <http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf>;

- Updated: Adverse Event Data and Revised ATS/CDC Recommendations against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31), <http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5231a4.htm>;

- Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 at <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm>; and

- Guidelines for the Prevention and Treatment of Opportunistic Infections Among HIV-Exposed and HIV-Infected Children, <http://www.cdc.gov/mmwr/pdf/rr/rr58e0826.pdf>.

Contractor shall comply with all applicable federal and state regulations and statutes, including, but not limited to, the following:

- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, subchapter B;

- Communicable Disease Prevention and Control Act, Health and Safety Code, Chapter 81;
- Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89;
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases; and
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

Contractor shall perform all activities under this Program Attachment in accordance with the Tuberculosis and Refugee Health Services Branch, Tuberculosis Work Plan (attached as Exhibit A), and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable procedures in the final approved work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract know of the change(s).

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below what is projected in Contractor's total Renewal Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Use of Funds:

Contractor shall demonstrate fiduciary responsibility in administering program funds. Contractor shall provide a match of no less than 20% of the total budget reflected in the Program Attachment. Contractor shall provide match at the required percentage or DSHS may withhold payments, use administrative offsets, or request a refund from Contractor until such time as the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.

Contractor shall not use DSHS funds or matching funds (including in-kind contributions) for:

1. Entertainment; or
2. Sectarian worship, instruction, or proselytization.

However, food and incentives are allowed using DSHS funds, but are not allowed for matching funds (including in-kind contributions).

Contractor shall provide TB services to individuals with suspected or confirmed TB disease including persons identified as a contact to a known case or suspect, refugees and class B immigrants regardless of their ability to pay for services.

Contractor shall:

1. Lapse no more than 5% of the total funded amount of the contract.
2. Maintain and adjust spending plan throughout the contract term to avoid lapsing funds.
3. Maintain staffing levels to meet required activities of the contract and to ensure all funds in personnel category are expended.

Contractor's budget shall include costs to cover required TB trainings and continuing education training.

Contractor's budget shall include costs to cover patient transportation i.e. ambulance services as needed.

B. REPORTING:

Contractor shall provide a complete and accurate Annual Progress Report covering the period from January to December 2014, in the format provided by DSHS, demonstrating compliance with requirements of the Program Attachments during that time period. The report shall include, but not limited to, a detailed analysis of performance related to the performance measures listed below. The Contractor's Annual Progress Report shall not be combined with another Contractor's or health service region's Annual Progress Report. The report is due February 13, 2015, and shall be sent to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us. For any individual-level patient data will need to be sent to Public Health Information Network (PHIN). Contractors can mail the Annual Progress Report to their DSHS health service region thereby authorizing them to submit the report on their behalf. If the Contractor sends the report to DSHS health service region, the deadline for submission to TB and Refugee Health Services Branch remains unchanged. Contractor shall maintain documentation used to calculate performance measures as required by General Provisions Article VIII "Records Retention" and by Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding retention of medical records.

Contractor shall adhere to all reporting requirements documented in the Tuberculosis Work Plan and CDC Tuberculosis Surveillance Data Training Report of Verified Case of Tuberculosis (RVCT) Instruction Manual, <http://www.cdc.gov/tb/programs/rvct/InstructionManual.pdf>.

C. TRAINING:

Contractor shall provide orientation and training to all employees involved in TB activities including physicians, nurses, contact investigators, outreach workers, case registry staff, receptionists, and other support staff.

Within 90 days of employment, all newly hired employees shall complete required TB training specific to their duties and responsibilities. Refer to the Tuberculosis Work Plan for required trainings for newly hired employees. Each year, employees providing TB services shall receive 16 hours of continuing education or training relevant to their position. Documentation of all training (including the hours, topics, and dates) shall be retained for each employee who delivers TB services and made available upon request by DSHS Tuberculosis and Refugee Health Services Branch and listed in detail in the Accomplishments section of the Annual Progress Report.

Contractor's case registry staff shall attend annual medical records conference and workshop to obtain the latest records management procedures.

D. MEDICATIONS AND SUPPLY INVENTORY MANAGEMENT:

Contractor shall order medications through DSHS-enabled pharmacy ordering system. Contractor shall assure anti-TB medications and supplies purchased with DSHS Tuberculosis and Refugee Health Services Branch funds are used in a prudent manner that contributes to disease control in their service area.

Contractor shall monitor and manage its usage of anti-tuberculosis medications and testing supplies furnished by DSHS in accordance with first-expiring-first-out (FEFO) principles of inventory control to minimize waste for those products with expiration dates and set maximum stock levels at a two (2) month supply for first-line drugs, one (1) month supply for second-line drugs, and based on number of patients

receiving treatment. Contractor shall obtain approval from the TB and Refugee Health Services Branch prior to ordering Priftin. In addition, a TB expert physician consultation and approval from the TB and Refugee Health Services Branch shall be obtained by the contractor before second-line injectables, as well as Moxifloxacin, Levoquin, and Linezolid can be dispensed by the DSHS Pharmacy Services Branch. Contractor shall only provide Purified Protein Derivative (PPD) and syringes for TB skin testing to Texas Health and Safety Code, Chapter 89 correctional facilities.

No later than the seventh (7) working day of every month, the Contractor shall perform a physical count of its inventory of anti-tuberculosis medications and tuberculosis testing supplies furnished by DSHS, as well as acknowledge receipt of inventory, record in the Inventory Tracking Electronic and Asset Management System (ITEAMS) the number of doses administered to patients, doses wasted or expired, and appropriately reconcile the quantities by product and lot number. Failure to reconcile in ITEAMS may prohibit release of medications and supplies. Products that have not been used in six (6) months or will not be used in six (6) months shall be returned to DSHS Pharmacy as soon as possible and recorded in ITEAMS. Contractor shall assure that medications are stored properly and securely, in accordance with manufacturer's instructions.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract or any other method of determining compliance:

1. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Directly Observed Therapy (DOT).

For FY15 reporting, data will cover all cases from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 90% is required.

If data indicates a compliance percentage for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

2. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less.

*Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.

For FY15 reporting, data will cover all cases from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 86% is required.

If data indicates a compliance percentage for this Performance Measure of less than 86%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

3. TB cases with initial cultures positive for Mycobacterium tuberculosis complex shall be tested for drug susceptibility and have those results documented in their medical record.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 97.6% is required.

If data indicates a compliance percentage for this Performance Measure of less than 97.6%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

4. Newly-reported cases of TB with Acid-fast Bacillus (AFB) positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 46% is required.

If data indicates a compliance percentage for this Performance Measure of less than 46%, then DSHS may (at its sole discretion) require additional measures be taken by contractor to improve the percentage, on a timeline set by DSHS;

5. Newly-reported TB cases shall have an HIV test performed (unless they are known HIV-positive, or if the patient refuses) and shall have positive or negative HIV test results reported to DSHS according to the reporting schedule provided in Section 1, B herein.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 82% is required.

If fewer than 82% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

6. Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 93.4% is required.

If fewer than 93.4% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

7. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 90% is required.

If data indicates a compliance percentage for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

8. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum

AFB smear-positive TB case shall be evaluated for TB infection and disease.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 82% is required.

If data indicates a compliance percentage for this Performance Measure of less than 82%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

9. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with latent TB infection (LTBI) shall be started on timely and appropriate treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 67.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 67.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

10. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with LTBI and that were started on treatment shall complete treatment for LTBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, and according to the timelines given, therein.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 47.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 47.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

11. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum AFB-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 90.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 90.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

12. Increase the proportion of culture-confirmed TB cases with a genotyping result reported.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 94.2% is required.

If data indicates a compliance percentage for this Performance Measure of less than 94.2%, then DSHS

may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

13. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate medical evaluation within 90 days of arrival.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 56% is required.

Measure of less than 56%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; 14. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with latent TB infection (LTBI during evaluation in the US, increase the proportion who start treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 66% is required.

Measure of less than 66%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

15. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with latent TB infection (LTBI during evaluation in the US and started on treatment, increase the proportion who complete LTBI treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 67% is required.

Measure of less than 67%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; and

16. All reporting to DSHS shall be completed as described in Section I, B Reporting and submitted by the deadlines given.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the narrative report, due February 13, 2015, a written explanation including a plan (with schedule) to meet those measures. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC 1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing

Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

8. Service Area

Webb County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00061

FY14 TB State

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2015

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

State

14. DUNS Number:

618150460

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Annual Report	Annually	January 1, 2014	December 31, 2014	February 13, 2015
Financial Status Rep	Quarterly	September 1, 2014	November 30, 2014	December 31, 2014
Financial Status Rep	Quarterly	December 1, 2014	February 28, 2015	March 31, 2015
Financial Status Rep	Quarterly	March 1, 2015	May 31, 2015	June 30, 2015
Financial Status Rep	Quarterly	June 1, 2015	August 31, 2015	October 15, 2015

Submission Instructions:

Annual Report: Submit program reports to the TB Reporting Mailbox -
TBContractReporting@dshs.state.tx.us.

Financial Status Reports:
Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number is (512) 776-7442. The email address is invoices@dshs.state.tx.us

16. Special Provisions

General Provisions Article VIII Confidentiality, Section 8.03, Exchange of client-identifying information, is revised to include the following:

Neither Contractor, nor any subcontractor, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf; however, DSHS may require Contractor, or any subcontractor, to timely transfer a client or patient record to DSHS if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient, or is otherwise provided by law.

DSHS shall have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, DSHS shall keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

General Provisions, Article IV. Funding, Section 4.06 Nonsupplanting, is revised to include the following: Funding from this Contract shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Contract) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' share set out in SECTION VII. BUDGET, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Contract.

All revenues directly generated by this Contract or earned as a result of this Contract during the term of this Contract are considered program income; including income generated through Medicaid billings for TB related clinic services. Contractor may use the program income to further the scope of work detailed in this Contract, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provisions, Article XV. General Terms, Section 15.15 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

- | | |
|-----------------------------|---|
| a. Contract (this document) | 2015-001448-00 |
| b. General Provisions | Subrecipient General Provisions |
| c. Attachments | Budgets |
| d. Declarations | Certification Regarding Lobbying, Fiscal Federal Funding
Accountability and Transparency Act (FFATA) Certification |
| e. Exhibits | |

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	City of Laredo
Vendor Identification Number:	17460015732

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Telephone Number

E-mail Address

City of Laredo Health Department

By:
Signature of Authorized Official

Date

Name and Title

Address

City, State, Zip

Telephone Number

E-mail Address

Budget Summary

Organization Name: City of Laredo Health Department

Program ID: TB/PC-STATE

Contract Number: 2015-001448-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$122,362.00	\$23,672.00	\$0.00	\$146,034.00
Fringe Benefits	\$48,727.00	\$10,546.00	\$0.00	\$59,273.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$171,089.00	\$34,218.00	\$0.00	\$205,307.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$171,089.00	\$34,218.00	\$0.00	\$205,307.00

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001135-00**



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and City of Laredo Health Department (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is \$230,491.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: IMM/LOCALS Immunization Branch-Locals

7. Statement of Work:

Contractor shall implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger (0 to 35 months of age). Contractor shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall be enrolled as a provider in the Texas Vaccines for Children (TVFC) program, which includes a signed Deputization Addendum to TVFC Provider Enrollment Form (E6-102), by the effective date of this Program Attachment, and must adhere to the TVFC Operations Manual and associated TVFC policy guidelines provided by DSHS (located at http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm).

Contractor shall comply with written policies and procedures provided by DSHS in managing vaccines supplied through the TVFC program, including guidelines for proper storage and handling of vaccines and for safeguarding vaccine in the event of natural disaster. Contractor shall comply with all requirements laid out in the final, approved Work Plan (Exhibit A).

- Contractor will use the current vaccine management system as described in the TVFC Operations Manual.
- Contractor shall notify providers of changes to vaccine storage and handling, vaccine management reporting, and present updates and training to providers, as requested by DSHS.
- Contractor shall plan and implement community-based activities and collaborations to accomplish the required tasks as specified in the final, approved Work Plan (Exhibit A).

Contractor shall report all reportable conditions as specified in 25 Texas Administrative Code (TAC) Part I §§97.1-97.6 and §§97.101-97.102, and as otherwise required by law.

Contractor shall report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at <http://vaers.hhs.gov/> or 1-800-822-7967).

Contractor shall inform and educate the public about vaccines, and vaccine-preventable diseases, as described in the DSHS Immunization Contractors Guide for Local Health Departments (located at http://www.dshs.state.tx.us/immunize/docs/contractor/E11-13985_FY2015_ContractorsGuide.pdf).

Contractor shall conduct outreach and collaborative activities with American Indian tribes located within the boundaries of the contractor's jurisdiction.

Contractor shall work to promote a health care workforce within the Local Health Department's service area (including Contractor's staff) that is knowledgeable about vaccines, vaccine safety, vaccine-preventable diseases, and delivery of immunization services.

Contractor shall not deny vaccinations to recipients because they do not reside within Contractor's jurisdiction or because of an inability to pay an administration fee.

Contractor shall comply with all applicable federal and state regulations and statutes, including but not limited to:

- Human Resources Code §42.043, VTCA;
- Education Code §§38.001-38.002, VTCA;
- Health and Safety Code §§12.032, 81.023 and 161.001-161.009, VTCA;
- 25 TAC Chapter 97;
- 25 TAC, Chapter 96;
- 25 TAC, Chapter 100;
- 42 USC §§247b and 300 aa-25;
- Omnibus Budget Reconciliation Act of 1993, 26 USC §4980B; and
- Senate Bill 346.

Contractor shall comply with current applicable state and federal standards, policies and guidelines, including but not limited to DSHS's Standards for Public Health Clinic Services, revised August 31, 2004 (located at <http://www.dshs.state.tx.us/qmb/default.shtm#public>).

Contractor shall be responsible for conducting outreach regarding vaccinations for children (19 through 35 months of age in the Contractor's jurisdiction) included on the list distributed to Contractor by DSHS. Lists are distributed at the start of each quarterly reporting period (September 01, 2014, December 01, 2014, March 01, 2015, and June 01, 2015.).

Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this contract within forty-eight (48) hours of making approved changes.

Contractor shall review monthly grant funding expenditures and salary savings from any grant-paid staff vacancies and revise spending plan to ensure that all funds will be properly expended under this contract before the end of the contract term on August 31, 2015.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a monthly basis. If expenditures are below what is projected in Contractor's total Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II: PERFORMANCE MEASURES:

The following performance measure(s) will be used, in part, to assess Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the terms of the Contract.

Contractor shall:

- Investigate and document, in accordance with DSHS Texas Vaccine-Preventable Disease Surveillance Guidelines (located at <http://www.dshs.state.tx.us/idcu/investigation/conditions/>) and NBS Data Entry Guidelines, at least 90% of suspected reportable vaccine-preventable disease cases within thirty (30) days of notification.
- Complete 100% of the follow-up activities, designated by DSHS, for TVFC provider quality assurance

site visits assigned by DSHS.

- Ship overstocked vaccines and vaccines approaching expiration to alternate providers for immediate use when instructed to do so by the DSHS Health Service Region (HSR) Immunization Program Manager to avoid vaccine waste.
- Contact and provide case management to 100% of the number of hepatitis B surface antigen-positive pregnant women identified.
- Contact 3% or 250 children per FTE (whichever is more) who are not up-to-date on their immunizations according to the ImmTrac-generated client list provided to the contractor by DSHS at the beginning of each reporting period.
- Perform outreach and education activities targeting adolescents 14 to 18 years of age and their parents via health-care providers, health-care clinics, hospitals, and any other health-care facility providing health care to adolescents 14 to 18 years of age to satisfy Texas Health and Safety Code Chapter 161, Subsection A, Section 161.0095 requirements. Additional outreach and educational activities may focus on high schools, colleges, and universities.
- Participate in at least one collaborative meeting concerning tribal health issues, concerns, or needs with American Indian tribal members during the contract term if American Indian tribes are in their jurisdiction.
- Report outreach done, and collaborative efforts made, with the American Indian tribes in the contractor's jurisdiction.
- Review 100% of monthly biological reports, vaccine orders (when applicable), and temperature logs for accuracy to ensure the vaccine supply is appropriately maintained and within established maximum stock levels.
- Complete 100% of child-care facility and Head Start center assessments, in accordance with the Immunization Population Assessment Manual, as assigned by DSHS.
- Complete 100% of public and private school assessments, retrospective surveys, and validation surveys, in accordance with the Immunization Population Assessment Manual, as assigned by DSHS.
- Report number of doses administered to underinsured children monthly, as directed by DSHS.
- Report the number of unduplicated underinsured clients served, as directed by DSHS.

Contractor shall utilize the AFIX (Assessment, Feedback, Incentives, and eXchange) on line tool and methodology, found in the Immunization Quality Assurance Tool Resource Manual, (located at http://www.dshs.state.tx.us/immunize/docs/QA_site_visit.pdf) to assess immunization practices and coverage rates for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics. Immunization provider coverage rates will be generated using the Comprehensive Clinic Assessment Software Application (CoCasa), as specified by DSHS.

Contractor shall utilize the Center for Disease Control and Prevention (CDC) Provider education, Assessment, and Reporting (PEAR) system to document TVFC quality assurance site-visits for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics. . Contractor shall submit the final assessment results in the PEAR system within 10 days of conducting the

visit.

Contractor shall utilize the CDC PEAR system to document TVFC unannounced storage and handling visits conducted at TVFC provider offices. Contractor shall submit the final unannounced storage and handling visit results in the PEAR system within 10 days of conducting the visit.

Contractor is required to complete and submit Immunization Inter-Local Agreement Quarterly Report form, utilizing the format provided by the DSHS Program and available at <http://www.dshs.state.tx.us/immunize/providers.shtm>, by the report due date.

Report Type	Reporting Period	Report Due Date
Programmatic	09/1/2014 to 11/30/2014	12/31/2014
Programmatic	12/1/2014 to 02/28/2015	03/31/2015
Programmatic	03/1/2015 to 05/31/2015	06/30/2015
Programmatic	06/1/2015 to 08/31/2015	09/30/2015

Contractors LHD ILA Quarterly Reports should be submitted electronically to dshsimmunizationcontracts@dshs.state.tx.us according to the time frames stated above.

SECTION III: SOLICITATION DOCUMENT:

Governmental Entity

SECTION IV: RENEWALS:

There are no renewals.

SECTION V: PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION V: BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The Form B-13 can be found at the following link <http://www.dshs.state.tx.us/grants/forms/b13form.doc>. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit MC 1940
1100 West 49th Street
P. O. Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

8. Service Area

Webb County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00022

DCPS "GOLIVE" IMMUNIZATION LOCALS
PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2015

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.268, 93.268, 93.268, 93.268, 93.268, 93.268, State

14. DUNS Number:

618150460

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
LHD ILA Quarterly R	Quarterly	09/01/2014	11/30/2014	12/31/2014
LHD ILA Quarterly R	Quarterly	12/01/2014	02/28/2015	03/31/2015
LHD ILA Quarterly R	Quarterly	03/01/2015	05/31/2015	06/30/2015
LHD ILA Quarterly R	Quarterly	06/01/2015	08/31/2015	09/30/2015
Financial Status Rep	Quarterly	09/01/2014	11/30/2014	12/31/2014
Financial Status Rep	Quarterly	12/01/2014	02/28/2015	03/31/2015
Financial Status Rep	Quarterly	03/01/2015	05/31/2015	06/30/2015
Financial Status Rep	Quarterly	06/01/2015	08/31/2015	10/15/2015

Submission Instructions:

LHD ILA Quarterly Reports shall be sent to dshsimmunizationcontracts@dshs.state.tx.us.

Financial Status Reports shall be sent to invoices@dshs.state.tx.us.

16. Special Provisions

General Provisions, ARTICLE III SERVICES, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts, as pre-approved in writing by DSHS. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provision, ARTICLE IV. FUNDING, Section 4.03 Use of Funds, is revised to include:

- Funds shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.

For immunization activities performed under this Program Attachment, General Provisions, ARTICLE XIV. General Business Operations of Contractor, Section 14.06 Overtime Compensation, is replaced with the following paragraphs:

- Contractor is authorized to pay employees who are not exempt under the Fair Labor Standards Act (FLSA), 29 USC, Chapter 8, §201 et seq., for overtime or compensatory time at the rate of time and one-half per FLSA.
- Contractor is authorized to pay employees who are exempt under FLSA on a straight time basis for work performed on a holiday or for regular compensatory time hours when the taking of regular compensatory time off would be disruptive to normal business operations.
- Authorization for payment under this provision is limited to work directly related to immunization activities and shall be in accordance with the amount budgeted in this contract Attachment. Contractor shall document proper authorization or approval for any work performed by exempt or non-exempt employees in excess of forty (40) hours per work week.
- All revenues directly generated by this Program Attachment or earned as a result of this Program Attachment during the term of this Program Attachment are considered program income; including income generated through Medicaid billings for immunization related clinic services. The Contractor shall use this program income to further the scope of work detailed in this Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds. Program income shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.

General Provisions, ARTICLE XV. GENERAL TERMS, Section 15.15 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

STATEMENT OF WORK, SPECIAL PROVISION(S):

Notwithstanding any provision to the contrary, contractor's geographic service area is limited to the city of Laredo, TX and does not extend to all of Webb County.

17. Documents Forming Contract. The Contract consists of the following:

- | | |
|-----------------------------|---|
| a. Contract (this document) | 2015-001135-00 |
| b. General Provisions | Subrecipient General Provisions |
| c. Attachments | Budgets |
| d. Declarations | Certification Regarding Lobbying, Fiscal Federal Funding
Accountability and Transparency Act (FFATA) Certification |
| e. Exhibits | Exhibit A |

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	City of Laredo
Vendor Identification Number:	17460015732

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Telephone Number

E-mail Address

City of Laredo Health Department

By:
Signature of Authorized Official

Date

Name and Title

Address

City, State, Zip

Telephone Number

E-mail Address

Budget Summary

Organization Name: City of Laredo Health Department

Program ID: IMM/LOCALS

Contract Number: 2015-001135-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$153,287.00	\$0.00	\$0.00	\$153,287.00
Fringe Benefits	\$75,987.00	\$0.00	\$0.00	\$75,987.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$1,217.00	\$0.00	\$0.00	\$1,217.00
Total Direct Costs	\$230,491.00	\$0.00	\$0.00	\$230,491.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$230,491.00	\$0.00	\$0.00	\$230,491.00

Exhibit A

Organization Name: City of Laredo Health Department

Contract Number: 2015-001135-00

Program ID: IMM/LOCALS

Contract Term: 09/01/2014 - 08/31/2015

Program Name: Immunization Branch-Locals

UNIT A

Program Stewardship and Accountability

Contractor General Requirement Unit A-1:

Implement a comprehensive immunization program. Activities under this requirement shall be conducted in accordance with the Department of State Health Services (DSHS) Immunization Contractors Guide for Local Health Departments.

Activities:

- Adhere to Standards for Child and Adolescent Immunization Practices and Standards for Adult Immunization Practices found at:
<http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-pediatric.pdf> and
<http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-adult.pdf>.
- Maintain current policies in compliance with the DSHS Immunization Contractors Guide for Local Health Departments and have them available to Contractor's staff.
- Lapse no more than 5% of total funded amount of the contract.
 - o Maintain and adjust spending plan throughout the contract term to avoid lapsing funds.
 - o Account for and use Program Income appropriately throughout the contract term.
 - o Maintain staffing levels to meet required activities of the contract and to ensure that all funds in the personnel category are expended.
- Submit required Quarterly Local Health Department (LHD) Inter-Local Agreement (ILA) Reports to DSHS Immunization Contracts at dshsimmunizationcontracts@dshs.state.tx.us by Close of Business (COB) on December 31, 2014; March 31, 2015; June 30, 2015; and September 30, 2015 or the next business day if the date falls on a weekend or state approved holiday.
- Submit Corrective Action Plan (CAP) letter to DSHS Contract Management Unit (CMU) within fifteen (15) business days after On-Site Evaluation if findings are not resolved at time of site visit to the satisfaction of the HSR Immunization Program Manager and DSHS Immunization Branch Contracts staff.

Contractor General Requirement Unit A-2:

Complete Texas Vaccines for Children (TVFC) site visits, TVFC unannounced visits, and follow-up visits assigned by DSHS Immunization Branch or DSHS Health Service Region Immunization Program staff within prescribed timeframes outlined in the TVFC Operations Manual. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Conduct TVFC site visit follow-up and submit results following the process described and within deadlines established in the TVFC Operations Manual.
- Conduct TVFC site visits in 100% of subcontracted entities as listed in the Inter-Local Application and

non-Local Health Department WIC immunization clinics, if applicable.

- Conduct TVFC unannounced storage and handling visits at TVFC enrolled provider offices within the jurisdiction following the process described and within deadlines established in the TVFC Operations Manual.

Contractor General Requirement Unit A-3:

Ensure that expired, wasted, and unaccounted-for vaccines do not exceed 5% in Contractor's clinics. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and TVFC Operations Manual.

Activities:

- Ensure that expired, wasted, and unaccounted-for vaccines do not exceed 5% in Contractor's clinics.
- Ensure that all expired, spoiled/wasted vaccines is appropriately identified and entered into the Electronic Vaccine Inventory (EVI) system.
- Maintain storage and handling policies and procedures according to the TVFC Operations Manual. (<http://www.dshs.state.tx.us/immunize/tvfc/tvfc.manual.shtml>)
- Ensure that appropriate Vaccine Management plan is in place at each clinic location and that it includes an updated Emergency Contingency Plan.
- Ensure that overstocked vaccines or those vaccines nearing expiration are shipped to alternate providers as directed by the Health Service Region (HSR) Immunization Program managers, for timely use to avoid vaccine waste.

Contractor General Requirement A-4:

Implement a plan to assure that vaccines provided through the TVFC program are not provided inadvertently to fully privately insured individuals, including children covered by S-CHIP.

Establish and maintain protocols for screening individuals for eligibility and insurance coverage before administering vaccines provided through the TVFC program. Contractors may use Patient Eligibility Screening Form (C-10) or electronically store this information.

Any child who upon screening meets one of the eligibility criteria listed below and who is 18 years of age or younger qualifies for state or federal vaccine through the TVFC program:

a. Eligible for Vaccine For Children (VFC) Vaccine:

- Medicaid Enrolled,
- No Health Insurance,
- American Indian or Alaskan Native, or
- Underinsured* served by a Federally Qualified Health Center, Rural Health Clinic, or a deputized provider.

b. Eligible for State/Federal Vaccine:

- Enrolled in CHIP**, or
- Other Underinsured***.

* Underinsured includes children with health insurance that does not include vaccines or only covers specific vaccine types. Children are only eligible for vaccines that are not covered by insurance. In addition, to receive VFC vaccine, underinsured children must be vaccinated through a Federally Qualified Health Center (FQHC) or Rural Health Clinic (RHC) or under an approved deputized provider. The deputized provider must have a written agreement with an FQHC/RHC and the state/local/territorial immunization program in order to vaccinate underinsured children.

** Children enrolled in separate state Children's Health Insurance Program (CHIP). These children are considered insured and are eligible for vaccines through the TVFC program as long as the provider bills CHIP for the administration of the vaccine.

*** Other underinsured are children that are underinsured but are not eligible to receive federal vaccine through the VFC program because the provider or facility is not a FQHC/RHC or a deputized provider. However, these children may be served if vaccines are provided by the state program to cover these non-VFC eligible children.

UNIT B

Assessing Program Performance

Contractor General Requirement Unit B-1:

Conduct educational, promotional, and outreach activities for the general public to enhance immunization awareness, including distribution of DSHS-provided materials. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Contractor will provide vaccine and immunization education to target audiences and to the general public on the benefits of vaccination, the risk of vaccine-preventable diseases, staying on the Advisory Committee on Immunization Practices (ACIP) Recommended Immunization Schedule(s), and the importance of not missing any vaccines.
- Inform and educate parents of infants, children, adolescents, adults (men and women), grandparents, seniors, health-care providers, and the general public about vaccines for all age groups and vaccine-preventable diseases. Information should include the importance and benefits of being fully vaccinated, vaccine recommendations, and the location of community vaccination clinics.
- Conduct at least one monthly immunization education activity specifically directed to one of the target groups as directed by DSHS.
- Conduct at least twelve (12) outreach and educational activities during the contract period in accordance with Texas Health and Safety Code Chapter 161, Subsection A, Section 161.0095, to each of the following audiences: health-care providers, health-care clinics, hospitals, and any other health-care facility providing health care to adolescents 14 to 18 years of age and report results on the Quarterly Report. Additional outreach and educational activities may focus on high schools, colleges, and universities.
- Document the activity with the number and type of participants and evaluate activity by obtaining feedback from participants.
- Use national immunization observances as opportunities to conduct specific education and promotional

activities to give emphasis to the importance and benefits of vaccines: National Infant Immunization Week (NIIW), National Immunization Month (NIM), National Adult Immunization Week (NAIW), and National Influenza Week (NIW).

- Develop and implement a written communications and customer service plan to assure customers receive consistent, correct immunization information and services in a courteous and friendly manner on a timely basis.
- Participate in special initiatives as directed by DSHS, such as the Dairy Queen Coupon project, the Hallmark Card Governor's Program, and others.
- Participate in statewide media campaigns by distributing DSHS-developed and produced public service announcements and materials to local television and radio stations, newspapers, parent publications, university newspapers, high school newspapers, and neighborhood newspapers.
- Promote www.ImmunizeTexas.com, the Immunization Branch's website; The Upshot, electronic newsletter; and the Vaccine Advisory, vaccine newsletter to providers in the Contractor's jurisdiction.
- Promote and distribute immunization literature for the public to TVFC providers and Contractor's clinics.
- Provide information to clients, families, health-care providers, and the general public on the purpose of ImmTrac, the benefits of ImmTrac participation, and the importance of maintaining a complete immunization history in ImmTrac.
- Inform the general public about the Texas Vaccines for Children (TVFC) program and the qualifications to participate in it.
- Distribute TVFC information and educational materials at venues where parents of TVFC-eligible children might frequent.
- Inform and highly recommend to the medical community and local providers within the Contractor's jurisdiction on the annual Centers for Disease Control and Prevention (CDC) Epidemiology and Prevention of Vaccine-Preventable Disease (EPI-VAC) training.

Establish collaborative efforts with appropriate community entities regarding promoting immunizations and the reduction of vaccine-preventable diseases. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Identify providers, hospitals, schools, child-care facilities, social service agencies, and community groups involved in promoting immunizations and reducing vaccine-preventable diseases.
- List and maintain contact information of group members and collaborations and identify the best practices they are promoting.
- Maintain written agreements and updates of group members and collaborations.
- Document communications, group meetings, and planning of activities that promote the Best Practices identified in contract agreement. Documents are to be accessible during site visits.
- Report new group members on the Quarterly Report.

Contractor General Requirement Unit B-2:

When assigned by DSHS, complete 100% of child-care facility and Head Start center assessments and child-care audits. Activities under this requirement shall be conducted in accordance with the DSHS

When assigned by DSHS, complete 100% of public and private school assessments, retrospective surveys, and validation surveys. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Population Assessment Manual.

Activities:

- Complete and report 100% of required audits/assessments as assigned by the Immunization Branch, DSHS. These will include:
 - o Texas Child-Care Immunization Assessment
 - o Child-Care Audit
 - o Annual Report of Immunization Status (school self-assessments)
 - o School Audit
 - o Texas School Immunization Validation Survey
 - o Texas County Retrospective Immunization School Survey (TCRISS)
- Assigned surveys/assessments must be completed utilizing the instructions in DSHS Immunization Contractors Guide for Local Health Departments and the Population Assessment Manual.
- Monitor vaccination and exemptions per respective areas for completed audits/assessments.
- Analyze, provide feedback, and monitor vaccination trends for public school districts, private schools, licensed child-care facilities, and registered family homes to increase vaccination coverage using audit/assessment data.
- Identify trends and areas of need for local health department jurisdictions and coordinate interventions.
- Collaborate with school/child-care facilities and registered family homes to identify needed improvements. Report these results/findings to the Assessment, Compliance and Evaluation Group, Immunization Branch, DSHS.

Contractor General Requirement B-3:

Work with TVFC providers to develop quality improvement processes to increase coverage levels and decrease missed opportunities using AFIX components, as appropriate, and move toward use of IIS as primary source of data for provider coverage level assessment by the end of project period. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and the Texas Vaccine For Children Provider Manual.

Activities:

- Conduct immunization coverage level assessments utilizing the AFIX online tool and (CoCASA) in 100% of subcontracted entities as listed in the Inter-Local Application and non-Local Health Department WIC immunization clinics, if applicable.
- Conduct TVFC quality assurance site-visits for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics utilizing the CDC Provider Education, Assessment, and Reporting (PEAR) system and submitting the final assessment results in the PEAR system within 10 days of conducting the visit.
- Conduct TVFC unannounced storage and handling visits at TVFC provider offices utilizing the CDC

PEAR system and submitting the final unannounced storage and handling visit results in the PEAR system within 10 days of conducting the visit.

Contractor General Requirement B-4:

Investigate and document at least 90% of reportable suspected vaccine-preventable disease cases within thirty (30) days of notification in accordance with DSHS Texas Vaccine-Preventable Disease (VPD) Surveillance Guidelines (http://www.dshs.state.tx.us/idcu/health/vaccine_preventable_diseases/resources/) and National Electronic Disease Surveillance System (NEDSS). Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Adhere to the DSHS VPD Surveillance Guidelines, NEDSS Data Entry Guidelines, and Epi-Case Criteria Guide (<https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/Epi%20Case%20Criteria%20Guide%202012.pdf>) in conducting this General Requirement and the associated activities.
- Complete all data entry into NEDSS Base System (NBS) following the NBS data Entry Guidelines. (https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/Data_Entry_Guidelines_2007.pdf).
- Verify and enter complete vaccination history in NBS on all VPD investigations with case status of confirmed or probable. Complete vaccination history should be assessed through ImmTrac, provider offices, school records, or patient records.
- Routinely review and follow up on all VPD laboratory reports received, including electronic lab reports (ELRs) sent from DSHS through NBS and Health Alert Network (HAN).
- Provide feedback on any unmet performance measures during each Quarterly Report review.
- All new VPD surveillance staff will attend Introduction to NBS training and complete the certification process in order to gain access to the NBS system.

Contractor General Requirement Unit B-5:

Educate, inform, and train the medical community and local providers within Contractor's jurisdiction on immunization activities listed below. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Provide training on TVFC requirements and updates (as described in the TVFC Operations Manual) to TVFC providers annually at a minimum.
- Ensure that the TVFC providers have the most up-to-date, DSHS-produced immunization information in their offices.
- Provide training, information, and technical assistance to promote the effective use of ImmTrac by private providers (which includes education regarding the benefits of ImmTrac participation).
- Educate private providers about the ImmTrac enrollment process and the statutory requirement to report immunizations.
- As directed by DSHS identify first responders and their immediate family in the community and inform

them of the opportunity to be included in ImmTrac.

- Conduct educational training for hospital and health-care providers within the Contractor's jurisdiction, to increase mandatory screening and reporting of hepatitis B surface antigen (HBsAg_ - positive women.
- Provide training on the prevention of Perinatal Hepatitis B to providers within the Contractor's jurisdiction.
- Educate physicians, laboratories, hospitals, schools, child-care staff, and other health providers on VPD reporting requirements.
- Educate and update providers on the most current ACIP recommendations for all age groups, as well as on applicable regulatory vaccination requirements.
- Provide training relating to Standards for Child and Adolescent Immunization Practices (<http://www.cdc.gov/vaccines/schedules/hcp/child-adolescent.html>) and Standards for Adult Immunization Practices (<http://www.cdc.gov/vaccines/schedules/hcp/adult.html>) to all immunization providers within Contractor's jurisdiction.
- Inform all private providers on the federal requirement that the most current Vaccine Information Statements (VIS) must be distributed to patients (<http://www.cdc.gov/vaccines/pubs/vis/default.htm>).
- Promote a health-care workforce that is knowledgeable about vaccines, vaccine recommendations, vaccine safety, vaccine-preventable diseases, and the delivery of immunization services.
- Educate health-care workers on the need to be vaccinated themselves.
- Provide information to community health-care employers (hospitals, clinics, doctor's offices, long-term care facilities) about the importance of vaccination of health-care workers.
- Educate private providers to send National Immunization Surveys (NIS) to the Contractor for research prior to returning the survey to CDC, if applicable.
- Coordinate educational and other activities with local WIC programs to assure that children participating in WIC are screened and referred to their "medical home" for vaccination using a documented immunization history in accordance with the Standards for Child and Adolescent Immunization Practices (<http://www.cdc.gov/vaccines/schedules/hcp/child-adolescent.html>).
- Offer educational opportunities to all WIC programs in the service area, including information about on-line and satellite-broadcast continuing education opportunities from the Centers for Disease Control and Prevention (CDC) Continuing Education web site (<http://www.cdc.gov/vaccines/ed/default.htm>).
- Report on education, training, outreach activities or collaborative efforts conducted to the medical community and local providers in the Contractor's jurisdiction and the outcomes on each Quarterly Report.

UNIT C

Assuring Access to Vaccines

Contractor General Requirement Unit C-1:

Engage American Indian tribal governments, tribal organizations representing those governments, and tribal epidemiology centers of Alaskan Native Villages and Corporations located within contracted local health department boundaries in immunization activities. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Perform education, training, outreach activities and provide technical assistance for American Indian tribal governments, tribal organizations representing those governments, and tribal epidemiology centers of Alaskan Native Villages and Corporations.
- Report on education, training, outreach activities, or collaborative efforts conducted to American Indian tribal governments, tribal organizations representing those governments, and tribal epidemiology centers of Alaskan Native Villages and Corporations and the outcomes on each Quarterly Report.

Contractor General Requirement Unit C-2:

Provide immunization services and ACIP-recommended vaccines in Contractor's clinics to children, adolescents, and adults to maximize vaccine coverage levels within Contractor's jurisdiction. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Ensure that all ACIP recommended vaccines are routinely available to TVFC patients and that Adult Safety Net vaccines are available to eligible adult patients.
- Recommend the simultaneous administration of all needed vaccines for the patient.
- Follow only medically supportable contraindications to vaccination.
- Verbally educate patients and parents/guardians about the benefits and risks of vaccination and distribute DSHS educational materials as applicable as part of this conversation.
- Discuss, and attempt to schedule, the next immunization visit at each client encounter.
- Explain the benefits of a "medical home" and assist the parent/guardian in obtaining or identifying the child's medical home.
- Use a Reminder/Recall system (manual, TWICES, ImmTrac, or other system).
- Establish "standing orders" for vaccination in Contractor's clinics, consistent with legal requirements for standing orders (including, but not limited to, those found in the Texas Medical Practice Act).
- Implement an employee immunization policy according to CDC recommendations in Contractor's clinics.

Enroll and sustain a network of TVFC and other providers to administer federally funded vaccines to program-eligible populations according to CDC/ACIP and National Vaccine Advisory Committee (NVAC) standards.

Conduct recruitment to increase the number of ImmTrac providers, TVFC providers, and Perinatal Hepatitis B Providers. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Conduct recruitment activities as defined in the TVFC Operations Manual with providers on the DSHS-supplied provider recruitment list.
- Target adolescent health-care providers for recruitment and emphasize adolescent vaccine requirements and recommendations

Contractor General Requirement Unit C-3:

Assure compliance with Health and Human Services (HHS) Deputization Guidance. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Annually sign Deputization Addendum to Texas Vaccines for Children Program (TVFC) Provider Enrollment Form (E6-102), and provide immunization services to underinsured children.
- Report monthly the number of vaccine doses administered to underinsured clients by age categories 0-6 and 7-18 years of age as directed by DSHS.
- Report monthly the number of unduplicated underinsured clients served by age categories 0-6 and 7-18 years of age as directed by DSHS.

Contractor General Requirement Unit C-4:

Work with partners, as appropriate, to assure coordination of the following activities in order to prevent perinatal hepatitis B transmission.

- a.) Identification of HBsAg-positive pregnant women.
- b.) Newborn prophylaxis with hepatitis b vaccine and hepatitis B immune globulin (HBIG).
- c.) Timely completion of doses two and three.
- d.) Post-vaccination serology.

Ensure all pregnant women are screened for HBsAg and that all HBsAg-positive pregnant women are reported to DSHS. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:

- Develop a surveillance system that includes prenatal care providers, obstetrical and gynecological care providers, family practitioners, and labor and delivery facilities to assure all HBsAg-positive pregnant women are reported to DSHS within one week of diagnosis.
- Educate prenatal care providers to ensure they are screening pregnant women for HBsAg status during each pregnancy; implement procedures for documenting HBsAg screening results in prenatal care records, and forward original laboratory results to the delivery facility.
- Educate delivery hospitals to ensure they verify prenatal HBsAg test results of pregnant women on admission for delivery and test for HBsAg at delivery.
- Provide DSHS produced educational materials on how to prevent perinatal hepatitis B transmission for distribution to appropriate clients in agencies that include WIC, religious organizations, refugee/immigration assistance programs, and other community-based organizations.
- Provide trainings, as directed by DSHS, to delivery hospitals on reporting HBs-Ag positive test results for women who have delivered at their facilities.
- Submit a Perinatal Hepatitis B (PHB) quarterly report to the Perinatal Hepatitis B Prevention Program

Coordinator reporting educational trainings conducted.

Ensure that all infants born to HBsAg-positive women and women whose HBsAg status is unknown will receive the first dose of the hepatitis B vaccine and hepatitis B immune globulin (HBIG) within 12 hours of birth. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:

- Ensure all labor and delivery facilities develop standing orders and policies to administer the first dose of the hepatitis B vaccine and HBIG to at-risk infants within 12 hours of birth.
- Identify labor and delivery facilities that do not have standing orders and/or policies and educate providers to establish standing orders and policies to administer to at-risk infants the first dose of the hepatitis B vaccine and HBIG within 12 hours of birth.
- Determine the number of newborns that do not receive the first dose of the hepatitis B vaccine and/or the hepatitis B immune globulin and work with those facilities to ensure all at-risk infants receive the hepatitis B vaccine series and hepatitis B immune globulin within 12 hours of birth.
- Report to DSHS all infants born to HBsAg-positive women within fifteen (15) calendar days of the event.

Ensure that 100% of the number of identified infants born to HBsAg-positive women will complete the hepatitis B vaccine series and post-vaccination serology testing. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:

- Administer or obtain from the provider or ImmTrac the complete hepatitis B vaccine series. Infants shall complete the hepatitis B vaccine series by 6 – 8 months of age if the infant receives a single antigen or Pediarix vaccine and by 15 months of age if the infant receives the Comvax series.
- Perform post-vaccination serology testing or obtain from the provider the post-vaccination serology testing results to determine immunity against hepatitis B. Post vaccination serology testing shall be done by 9 – 15 months of age if the infant received a single antigen or Pediarix vaccine and by 18 months of age if the infant received the Comvax vaccine series.
- For all cases documented as a lost to follow-up on the Perinatal Hepatitis B case management form, report the number and types of attempted activities performed in locating the mother or guardian of the infant to DSHS on the Perinatal Hepatitis B case management form.

Contractor General Requirement C-5

All household contacts over 24 months of age and sexual partners of reported HBsAg-positive women shall be referred for serologic testing to determine susceptibility status in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Household contacts over the age of 24 months and sexual contacts are not eligible for the program. They should be referred to health care providers for screening and vaccination if susceptible. The number of

contacts over age 24 months identified and referred to a health care provider is to be documented on the woman's case management form.

Ensure all household contacts below or equal to 24 months of age are case managed as appropriate to ensure the infant completes the hepatitis B vaccine series and receives post-vaccination serology testing as scheduled. A contact case management form should be completed for all contacts under or equal to 24 months of age and case management activities performed.

UNIT D

Immunization Information Technology Infrastructure-Assure that the immunization information technology infrastructure supports program goals and objectives.

Contractor General Requirement Unit D-1:

Promote provider site participation and assure immunization record completeness, timeliness, accuracy, efficiency, and data use to support immunization program goals and objectives.

Effectively utilize ImmTrac, the statewide immunization registry, in Contractors' clinics.

Work in good faith, and as specified herein, to increase the number of children less than six (6) years of age who participate in ImmTrac.

Work in good faith and as specified herein, to ensure ImmTrac registered private providers use ImmTrac effectively as defined in the DSHS Immunization Contractors Guide for Local Health Departments.

Activities under the requirements above shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments

Activities:

- Recruit new private provider sites for ImmTrac.
- Search for the client's immunization history at every client encounter.
- Review the client's record for vaccines due and overdue according to the CDC Recommended Schedules at: <http://www.cdc.gov/vaccines/schedules/index.html>.
- Report to ImmTrac all immunizations administered to children (younger than 18 years of age) and consented adults in Contractor's clinics, either directly into ImmTrac or through TWICES.
- Follow and explain recommended guidelines for obtaining and submitting ImmTrac consent forms according to the instructions found at http://www.dshs.state.tx.us/immunize/docs/consent_guidelines.pdf.
- Implement changes to the consent process as directed by DSHS.
- Offer updated Immunization History Report to the client or client's parent or guardian at every client encounter.
- At every client encounter, compare all immunization histories (ImmTrac, TWICES, validated patient-held records, clinic medical record) and enter into ImmTrac or TWICES any historical immunizations not in

ImmTrac.

- Verbally and with DSHS produced literature, inform parents presenting at Contractor's clinics about ImmTrac and the benefits of inclusion in ImmTrac.
- Provide orientation to all ImmTrac providers at least once a year and maintain documentation of all technical assistance provided (e.g., telephone logs).
- Explain and demonstrate the effective use of ImmTrac according to the instructions located in the DSHS Immunization Contractors Guide for Local Health Departments.
- Conduct follow-up with registered ImmTrac providers who are inactive or not using ImmTrac effectively.
- Train ImmTrac providers' staff on ImmTrac data entry and quality standards.
- Update all demographic information, including address and telephone number, at every client encounter.
- Conduct outreach (including, but not limited to, the specific outreach described in the DSHS Immunization Contractors Guide for Local Health Departments) to families of children 19 to 35 months of age who are not up-to-date on their immunizations according to ImmTrac; locate additional immunization histories; and enter history data into ImmTrac.
- Collaborate with prenatal health-care providers, birth registrars, hospital staff, pediatricians, and other entities to educate parents, expectant parents, and providers about ImmTrac and the benefits of participation. Includes the dissemination of DSHS educational materials as appropriate.
- Identify and contact families of children for whom ImmTrac consent has been granted but who do not have complete immunization records in ImmTrac.
- Identify all providers who administer vaccine in awardee's jurisdiction, including both pediatric and adult immunization providers.
- Collaborate with partners and develop a provider recruitment strategy to include complementary vaccinators, such as pharmacists and school-located vaccination clinics.
- Encourage ImmTrac participation among providers.
- Use and train providers on the use of the new immunization information system (IIS) as the system becomes available.

Contractors General Requirement Unit D-2:

Incorporate dose-level accountability into IIS functionality so that information can be received and stored (Dose-level accountability includes assigned a provider-determined program eligibility category for a patient to each administered dose of vaccine.

- Conduct education and monitoring of providers to improve eligibility tracking and reporting.

Contractors General Requirement Unit D-3:

Assure provider participation in vaccine ordering and inventory management using the Electronic Vaccine Inventory system.

- Educate providers regarding vaccine ordering policies.
- Train providers to use the Electronic Vaccine Inventory system for inventory and order entry.
- Train providers on the use of the new IIS system as the system is available.

Assist all other TVFC providers in local jurisdiction with maintenance of appropriate vaccine stock levels. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and TVFC Operations Manual.

Activities:

- Evaluate maximum vaccine stock levels twice a year in all TVFC provider clinics under Contractor's jurisdiction and assess providers' inventories when visiting clinics. This activity will become part of the Electronic Vaccine Inventory (EVI) system and local health departments will be advised if any assistance on this activity is needed.
- Review 100% of all vaccine orders, monthly biological reports, and monthly temperature logs for accuracy and to ensure that the vaccine supply requested is within established guidelines. Review may be done from a paper report or on the EVI system.
- If vaccine is available locally, conduct transfers and/or deliveries to support the TVFC providers requesting assistance.
- Educate and assist all TVFC providers with TVFC Provider Choice, as directed by DSHS.
- Offer provider updates, training, and information as changes to vaccine management occur

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001192-00**



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and City of Laredo Health Department (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is \$248,536.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: RLSS/LPHS RLSS/Local Public Health System-PnP

7. Statement of Work:

A. CONTRACTOR will work on continuing the local public health infrastructure within the counties identified in Section II by:

1. Developing objective(s) to address a public health issue;
2. Utilizing resources provided through this contract to conduct activities outlined in the Exhibit A and services that provide or support the delivery of essential public health services;
3. Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
4. Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Inter-local Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Healthy People 2020 related goals and objectives, DSHS Programmatic grant guidance and performance standards relative to the contractors identified scope of work, as well as any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

B. CONTRACTOR will perform activities required under this program attachment in the service area designated in the most recent version of Section 8, "Service Area" of this contract."

C. CONTRACTOR will comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

1. Chapter 23-11 of the Healthy People 2020;
2. Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
3. Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".

D. CONTRACTOR will not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

E. CONTRACTOR will comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

F. DSHS will inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline except that CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this contract Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

G. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the

remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

PERFORMANCE MEASURES:

A. CONTRACTOR will complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY15 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit A.

B. CONTRACTOR will provide activities and services as submitted by CONTRACTOR in the following county (ies)/area:

BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed OR submitted by fax OR electronic mail to the addresses/number below.

Claims Processing Unit, MC 1940
Department of State Health Services
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX #: (512) 776-7442
Email: invoices@dshs.state.tx.us

8. Service Area

Webb County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00025

RLHS GOLIVE LPHS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2015

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

State, State

14. DUNS Number:

618150460

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Project Service Deliv	Quarterly	09/01/2014	11/30/2014	12/31/2014
Project Service Deliv	Quarterly	12/01/2014	02/28/2015	03/31/2015
Project Service Deliv	Quarterly	03/01/2015	05/31/2015	06/30/2015
Project Service Deliv	Quarterly	06/01/2015	08/31/2015	09/30/2015
Financial Status Rep	Quarterly	09/01/2014	11/30/2014	12/31/2014
Financial Status Rep	Quarterly	12/01/2014	02/28/2015	03/31/2015
Financial Status Rep	Quarterly	03/01/2015	05/31/2015	06/30/2015
Financial Status Rep	Quarterly	06/01/2015	08/31/2015	10/15/2015

Submission Instructions:

Contractor shall submit Project Service Delivery Plan (Exhibit A) report on a quarterly basis, as noted on the Exhibit A, to the contract manager by the end of the month following the end of each quarter. Submit to: LocalPHTeam@dshs.state.tx.us ; Fax #: 512/7769347.

Contractor shall submit quarterly FSRs to Fiscal-Claims Processing Unit by the last business day of the month following the end of each quarter. Contractor shall submit the final FSR no later than 45 calendar days following the end of the applicable term.

Submit to: invoices@dshs.state.tx.us ; Fax #: 512/776-7442.

16. Special Provisions

SPECIAL PROVISIONS:

General Provisions, ARTICLE II COMPLIANCE AND REPORTING, Section 2.03 Reporting, are revised to include the following paragraph:

CONTRACTOR will submit quarterly and final performance reports that describe progress toward achieving the objectives contained in approved Contractor's Service Delivery Plan and any written revisions.

Contractor will submit the performance reports by the end of the month following the end of each quarter, in a format to be provided by DSHS. Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department.

Programmatic Reporting Submission Requirements:

Reports and Report signature page should be sent electronically to:

LocalPHTeam@dshs.state.tx.us, or the signature page can sent by facsimile to 512-776-7391. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director.

See Programmatic Reporting Requirements section for required reports.

General Provisions, ARTICLE III SERVICES, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS will reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor will notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, ARTICLE XIV GENERAL BUSINESS OPERATIONS OF CONTRACTOR, Section 14.01 Responsibilities and Restrictions Concerning Governing Board, Officers and Employees, is not applicable to this program Attachment.

General Provisions, ARTICLE XIV GENERAL BUSINESS OPERATIONS OF CONTRACTOR, Section 14.20 Equipment (Including Controlled Assets) Purchases, is revised to include the following:

For the purpose of this Program Attachment, equipment is not approved as part of the base budget for LPHS. The funds are for direct services. Although, at mid-year of the contract term, if funds are identified as not being used, the funds may be used to purchase equipment in the 3rd quarter of the contract or program attachment term. Contractor must submit proposal to redirect funds with justification as to how the equipment helps achieve the goals, objectives, and deliverables outlined in Exhibit A (Project Service Delivery Plan). The proposal must be submitted to the contract manager assigned to the program attachment.

General Provisions, ARTICLE XV GENERAL TERMS, Section 15.15 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests electronically through the Contract Management and Procurement System (CMPS) at least 90 days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

- | | |
|-----------------------------|---|
| a. Contract (this document) | 2015-001192-00 |
| b. General Provisions | Subrecipient General Provisions |
| c. Attachments | Budgets |
| d. Declarations | Certification Regarding Lobbying, Fiscal Federal Funding
Accountability and Transparency Act (FFATA) Certification |
| e. Exhibits | Project Service Delivery Plan |

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	City of Laredo Health Department
Vendor Identification Number:	17460015732

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Telephone Number

E-mail Address

City of Laredo Health Department

By:
Signature of Authorized Official

Date

Name and Title

Address

City, State, Zip

Telephone Number

E-mail Address

Budget Summary

Organization Name: City of Laredo Health Department

Program ID: RLSS/LPHS

Contract Number: 2015-001192-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$169,004.00	\$0.00	\$0.00	\$169,004.00
Fringe Benefits	\$79,532.00	\$0.00	\$0.00	\$79,532.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$248,536.00	\$0.00	\$0.00	\$248,536.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$248,536.00	\$0.00	\$0.00	\$248,536.00

Project Service Delivery Plan

Organization Name: City of Laredo Health Department

Contract Number: 2015-001192-00

Program ID: RLSS/LPHS

Contract Term: 09/01/2014 - 08/31/2015

Program Name: RLSS/Local Public Health System-Pi

Exhibit A:

Local Health Department: City of Laredo Health Department

Contract Term: September 1, 2014 through August 31, 2015

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

Public Health Issue: Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.

1. Reduce the risk of communicable diseases and new and emerging public health threats.
2. Detect, monitor and assess environmental health risks, vector, food borne and water borne diseases.
3. Promote health wellness and educate the community on prevention of health risk factors.
4. Increased prevalence of obesity and hyperlipidemia and barriers to access to healthcare.
5. Sedentary lifestyle, overweight-obesity, unhealthy diets, smoking, and increased incidence of chronic diseases such as diabetes, cancer, and cardiovascular diseases in our community.
6. Streamline, organize and manage work documents and data generated by implementing a system which will provide capture, indexing, storage, retrieval, distribution and security capabilities through mobile units.
7. Promote health for all through a healthy environment.
8. Over 800 cases of sexually transmitted diseases and HIV are newly diagnosed each year within the County of Webb.
9. Over 100 warehouses need to be inspected for the possibility of storing food items without a food license. Homes need to be inspected for hazardous materials, and provide one on one education.
10. Births resulting from unintended pregnancies can have negative health and economic consequences and there are greater for teens and their children.

Essential Public Health Service(s): List the EPHS(s) that will be provided or supported with LPHS Contract funds

EPHS #1 – Monitor health status to identify and solve community health problems.

EPHS #2 – Diagnose and investigate health problems and health hazards in the community.

EPHS #3 – Inform, educate and empower people about health issues.

EPHS #7 – Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

EPHS #6 – Enforce laws and regulations that protect health and ensure safety.

EPHS #8 – Assure competent public and personal health care workforce.

Objective(s): List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)

Objective 1.1 During FY September 1, 2014 – August 31, 2015, the Health Department will continue to investigate communicable diseases events for emerging threats or hazards to public health.

Objective 2.1 During FY September 1, 2014 – August 31, 2015, the Health Department will use enhanced surveillance through partnerships, disease detection and health care data to identify, investigate, assess and monitor environmental public health care needs of the community.

Objective 2.2 During FY September 1, 2014 – August 31, 2015, the Health Department will facilitate water analysis for microbiological agents, conduct analysis for macronutrients and general water quality parameters.

Objective 3.1 During FY September 1, 2014 – August 31, 2015, the Health Department public health nurses will assist in conducting investigations of novel diseases and other communicable diseases.

Objective 4.1 During FY September 1, 2014 – August 31, 2015, the Health Department will provide promotional messages and programs to specific populations and the community at-large.

Objective 4.2 During FY September 1, 2014 – August 31, 2015, the Health Department public health nurses will provide appropriate referrals to receive preventive care and treatment and assist in promoting wellness in the community.

Objective 5.1 Reduce lifestyle health factors by promoting healthy eating, regular physical activity, and smoking cessation among our residents.

Objective 6.1 During FY September 1, 2014 – August 31, 2015, initiate Phase I of the Health Department's research and development of an automated medical record system.

Objective 7.1 During FY September 1, 2014-August 31, 2015, the Health Department will continue to provide required anti-rabies vaccines and conduct investigations (bites, cruelty to animals, dangerous dogs, etc)

Objective 7.2 During FY September 1, 2014-August 31, 2015, the Health Department will enforce new registration and micro chipping ordinances for pets.

Objective 7.3 During FY September 1, 2014-August 31, 2015, the Health Department will make accessible ongoing training to all ACOs.

Objective 7.4 During FY September 1, 2014-August 31, 2015, the Health Department will operate and manage the newly constructed and established Laredo Animal Care Facility.

Objective 8.1 During FY September 1, 2014-August 31, 2015, the Health Department, through one on one testing and education, will reduce the second STDs infections rate by 1% in the County of Webb.

Objective 8.2 During FY September 1, 2014-August 31, 2015, the Health Department will provide county wide education through media public communication and social marketing.

Objective 9.1 During FY September 1, 2014-August 31, 2015, the Health Department will prevent food borne outbreaks and reduce household chemical exposure to children.

Objective 10.1 During FY September 1, 2014-August 31, 2015, the Health Department NP will provide family planning services and increase awareness of the importance of preconception care with particular attention to the availability of free pregnancy testing.

Performance Measure: List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.

1. 100% of the diagnosed hazards will be investigated and solved.
2. 100% of the water samples received for investigation will be tested.
3. 100% of the total food establishments will be inspected for food safety compliance as per local and State ordinances.
4. 100% of the educational/promotional materials will be culturally sensitive and language and age appropriate. (Ongoing)
5. 100% of the Health Risk Appraisals will be assessed and evaluated to identify people at risk for developing certain conditions.
6. Linkage of health fair participants to community health care providers.
7. 100% of all clients contacted requiring preventive care and treatment will receive appropriate referrals for services.
8. Percentage of participants who maintain weight loss at 6 months and 1 year.
9. Percentage of participants completing the nutrition education module.
10. Percentage of participants who stopped smoking for six months or more.
11. Percentage of participants with improved cardiovascular disease risk factors at 6 months and 1 year.
12. Percentage of participants/clients completing referral system.
13. 100% of Data Management Project Phase I will be completed.
14. 100% of all calls received at the Animal Control office will be investigated.
15. 100% of all pets vaccinated at the HD's anti-rabies clinics will be registered and/or micro chipped.
16. 100% of all ACOs will be certified in Advanced Animal Control Procedures.
17. The Laredo Animal Care Facility (LACF) will attempt to monitor a Live Release Rate of at least 40%.
18. Provide HIV/STD testing for 48 clients each grant quarter.
19. Provide one on one education and counseling to 70 clients per grant quarter.
20. One media public communication and social marketing activity or health fair per grant quarter.
21. Conduct 12 warehouse inspections per quarter.
22. Perform 12 quality assurance food safety follow-up inspections per quarter.
23. Perform 12 children's environmental health inspections per quarter.
24. 100 % women seeking family planning services will be provided an appointment for services.
25. 100% women enrolled in the FP Program will receive counseling and education in a matter that is sensitive and supportive.

Activities

List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.

1.1.1 The Environmental Health Services Division (EHS) Sanitarians will inspect at least 5,000 routine and/or on demand inspections for food establishments during the FY. Inspections will be conducted electronically with a mobile laptop and printer using the new custom data management system software. (Ongoing)

1.1.2 The Environmental Health Services Division (EHS) Sanitarians will conduct twice weekly food-handler classes sponsored by the Health Department to an estimated 4,000 food handlers. (Ongoing)

- 1.1.3 Environmental Health Services Division (EHS) Sanitarians will inspect and monitor compliance with city ordinances an estimated 380 of day care centers, foster homes, registered family homes, and adult day care centers. (Ongoing)
- 2.1.1 The Environmental Health Services Division (EHS) Sanitarians will conduct an average of four (4) food-borne disease investigations per quarter.
- 2.1.2 The Health Department's IT will support staff with implementing and maintaining all network system components and operation. Train key employees in how to utilize Network Technologies to minimize or eliminate unnecessary company expenditures.
- 2.1.3 The Nurse Supervisor for TB will oversee the periodic updating of the TB case and contact registry to evaluate for outbreaks, drug interaction, therapy compliance and other epidemiological trends. (Ongoing)
- 3.1.1 The Health Education staff will continue to make available the wellness activities of the Health Education/Promotion program into worksites.
- 3.1.2 Health Educator Supervisor will develop educational materials based on groups being addressed and pertinent health-related issues.
- 4.1.1 The Health Department will actively participate at the Laredo Health Coalition health fairs which provide immunizations, physical exams, laboratory screening for cholesterol, blood sugar, vision, education, and referrals to community providers.
- 4.1.2 Procure/obtain supplies, equipment needed; promote events in the community.
- 4.2.1 The Public Health Nurses will assist in providing appropriate referrals to receive direct preventive care and treatment to vulnerable populations as well as provide women's health and family planning education.
- 5.1.1 Health Department clients will receive a baseline screen lab test as part of the risk profile.
- 5.1.2 Refer clients point of access to health and/or social services. ("Buena Vida", WIC program, and La Familia Primary Care Clinic).
- 6.1.1 Initiate phase I of data electronic medical records – needs assessment.
- 6.1.2 Upgrade software and/or hardware to accomplish data management objectives as needed.
- 6.1.3 Ongoing technical assistance beyond the completion of the project will be provided through a maintenance agreement.
- 7.1.1 Investigate 100% of alleged cases of cruelty and/or the inhumane treatment of animals.
- 7.1.2 Educate the public about responsible pet ownership, including the importance of anti rabies vaccination, spaying and neutering at schools, health fairs, etc.
- 7.1.3 Sponsor low-cost rabies clinics and spay/neuter clinics; distemper and parvo will be made available
- 7.2.1 Enforce all animal laws (leash law, dog registration, tethering, breeding, micro chipping, rabies vaccines, etc)
- 7.3.1 ACOs will go through certification training within 3 months of hire and recertified every year thereafter.
- 7.4.1 Promote adoptions, microchipping to assist return to owners, educate owners on protecting the health and safety of pets.
- 8.1.1 Provide daily HIV/STD testing services with one on one education with client.
- 8.1.2 Participate in health fairs, public health events and Operation Lone Star.
- 8.1.3 Conduct at least 4 HIV testing marathon events community wide.
- 9.1.1 Assist in updating the database of warehouses that store food and other perishable items to assure proper storage and temperatures are maintained.
- 9.1.2 Conduct comprehensive follow-up inspections of food safety establishments.
- 9.1.3 Perform children's home inspection in an effort to identify hazardous chemicals and educate the family

about the hazards and accidental exposure prevention methods.

10.1.1 Referrals will be made for other services as needed.

10.1.2. Distribution of program brochures, fact sheets, and posters in health care facilities, community agencies, and local shopping areas; displays at local health fairs and health awareness sessions.

10.1.3 Counseling and education sessions on effective, and long-term contraceptive options will be made available to clients enrolled in the Family Planning Program.

Evaluation and Improvement Plan: List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.

1.1.1 Staff will prepare and submit monthly and/or quarterly activity and progress reports to accomplish the established objectives. (Ongoing)

1.1.2 Staff will prepare and submit monthly and/or quarterly activity and progress reports.

1.1.3 Staff will prepare and submit monthly and/or quarterly activity and progress reports.

2.1.1 Food-borne illness investigations will be done by EHS staff and PHP staff as cases are received and all case investigations will be documented (ongoing).

2.1.2 (1) IT staff will maintain the "Insight" patient information system and retrieve statistical monthly and quarterly reports for program management staff.

(2) IT staff will troubleshoot hardware & software issues through the HealthHelpDesk requests.

2.1.3 Nurse Supervisor and staff will monitor case registry to identify trends, gauge the yields of contact investigations and implement CDC/DSHS guidelines to prevent outbreaks.

3.1.1 Standards to be used will be Healthy People 2020 health objectives.

3.1.2 Wellness services (screens) offered by the "Buena Vida" program will be promoted among local business and government agencies to increase the number of worksites/employees receiving lab test screenings, B/P checks, BMI, counseling, and referrals

4.1.1 Standard to be used will be DSHS, CDC, and American Academy of Pediatrics, Operation Lone Star

4.1.2 Operation Lone Star

4.2.1 Patients requiring preventive care and treatment will receive appropriate referrals for services in a prompt, compassionate and culturally-sensitive manner.

5.1.1 Clients with high risk results will be advised to seek medical intervention at one of the Health Department's programs clinic, private physician or Community Health Center.

5.1.2 The standard used will be the Healthy People 2020 health objectives. Statistical analysis of the changes observed in the population served will be recorded and monitored (e.g., weight loss, maintenance of regular physical activity, reduction in cholesterol level and/or high blood pressure or smoking cessation).

6.1.1 Federal and State guidelines, mandates and relevant health standards and policies such as Health Safety Code and clinical standards.

7.1.1 Train and evaluate ACOs on state, local laws and customer service

7.1.2 Monitor increase/decrease in number of pets spayed/neutered

7.1.3 Maintain record of number of pets vaccinated against rabies, distemper and parvo.

Monitor increase/decrease in number of pets being vaccinated

7.2.1 Train and evaluate ACOs on state, local laws and customer service

Monitor increase/decrease trend for number of vaccinated, microchipped and registered pets.

7.3.1 State sponsored Animal Control Officer (ACO) Training with focus on surveillance, epidemiology, education and zoonosis control).

7.4.1 Increase public awareness, increase number of returns to owners and rescues.

8.1.1 50% of the customers serviced will fill-out a customer satisfaction survey to measure the quality of the service provided, a minimum of 70 clients are tested each quarter, 95% of the time; one on one education is provided to 70 clients, 95% of the time; at least one media public health communication is conducted, 100% of the time and one social marketing activity per quarter, 100% of the time.

9.1.1 12 warehouse inspections will be conducted 95% of the time every quarter, 12 quality assurance food safety follow-up inspections are conducted per quarter, 95% of the time and 12 children's home environmental health inspections are conducted per quarter, 95% of the time.

10.1.1 WHFPT Title X Policy and Procedure

Manual 8/13.

10.1.2 WHFPT Title X Policy and Procedure

Manual 8/13.

10.1.3 WHFPT Title X Policy and Procedure

Manual 8/13.

Deliverable: Describe the tangible evidence that the activity was completed.

1.1.1 Monthly and Quarterly Reports

1.1.1 Food Establishment Database

1.1.1 Food Establishment Inspection Reports

1.1.2 Food Handler Database

1.1.2 Food Handler Applications

1.1.3 Day Care Database

1.1.3 Day Care Inspection Reports

2.1.1 Food Borne Outbreak Investigation Reports

2.1.2 Number of unduplicated clients served and number of visits.

2.1.2 Number Health Help Desk service calls.

2.1.3 Case registry logs will be on file and reported to Region and Central office.

2.1.3 Contact investigations worksheets will be on file in client chart.

2.1.3 Client records and TB 400s will be kept on file

3.1.1 No. of Health Risk Appraisals (pre and post)

3.1.1 No. of worksite wellness lab test screens.

3.1.2 No. of conferences held, attendance, and copies of agenda

3.1.2 Sign-in sheets for attendees

3.1.2 No. of informational materials developed

3.1.2 No. of press releases, PSA's, etc.

4.1.1 Event Dates

4.1.1 Database registration forms

4.1.1 Post event debriefing forms

4.1.1 Identification of gaps in services for each area.

4.1.1 Plan to meet gaps identified.

4.1.1 Number of referrals and number completed.

4.1.2 Number of PSA's, announcements

4.2.1 Number of referrals and referrals completed.

- 5.1.1 Number of referrals to other institutions or agencies.
- 5.1.1 Number of referrals completed.
- 5.1.1 Number of aerobic sites and number of aerobic classes.
- 5.1.1 Number of participants in aerobic classes.
- 5.1.2 Number of contacts and H.R.A completed.
- 5.1.2 Number of educational presentations conducted in the community and number of one-to-one counseling sessions.
- 5.1.2 Number of educational materials distributed.
- 6.1.1 Benchmark reports
- 6.1.1 Development of processes and procedures
- 6.1.1 Research Federal and State mandates and regulations
- 7.1.1 No. of cases of cruelty to animals investigated
- 7.1.2 No. of animal bites investigated and referred to physician; no. of persons receiving prophylaxis.
- 7.1.2 Dates of health fairs, school presentations, no. of participants
- 7.1.3 Monthly reports & date(s) of bait drop
- 7.1.3 Dates of anti-rabies clinics held
- 7.1.3 Dates of Spay/Neuter Clinics
- 7.2.1 No. of pets vaccinated, micro-chipped, registered and number of citations issued.
- 7.3.1 No. of new ACOs certified
- 7.3.1 No. of ACOs recertified
- 7.4.1 Percentage of adoptions plus rescue, plus return to owner (RTO).
- 8.1.1 Log of clients tested.
- 8.1.2 Copies of media correspondence.
- 8.1.2 Copies of press releases.
- 8.1.3 Log of clients seen.
- 8.1.3 Dates of HIV Testing marathon.
- 8.1.3 Number of participants in marathon testing.
- 9.1.1 Copies of warehouse inspections.
- 9.1.2 Copies of follow-up inspections.
- 9.1.3 Copies of children's home environmental health inspections.
- 10.1.1 No. of clients enrolled in the FP Program.
- 10.1.2 No. of educational materials distributed.
- 10.1.3 No. of Health Fairs and other health-related events where literature was made available to the general public.

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001232-00**



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and City of Laredo Health Department (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is \$327,117.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: CPS/HAZARDS Public Health Emergency Preparedness (PHEP)

7. Statement of Work:

STATEMENT OF WORK:

A. Contractor will perform activities in support of the PHEP Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102CONT14) from the Centers for Disease Control and Prevention (CDC). CDC's five-year PHEP – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs and advance public health and healthcare preparedness and:

1. Identify the appropriate jurisdictional partners to address the emergency preparedness, response and recovery needs of older adults regarding public health, medical and mental health behavioral needs and address processes and accomplishments to meet the needs of older adults;
2. Describe processes for solicitation of public comment on emergency preparedness plans and their implementation such as the establishment of an advisory committee or similar mechanism to ensure ongoing public comment on emergency preparedness and response plans;
3. Provide DSHS with situational awareness data generated through interoperable networks of electronic data systems,

B. Contractor will address the following CDC PHEP Capabilities by prioritizing the order of the fifteen (15) public health preparedness capabilities in which the Contractor intends to invest based upon the Texas Public Health Jurisdictional Risk Assessment Tool (TxPHRAT) and the Capabilities Planning Guide (CPG) to assess the current capabilities and gaps.

1. Capability 1 – Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.
2. Capability 2 – Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.
3. Capability 3 – Emergency Operations Center Coordination is ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.
4. Capability 4 – Emergency Public Information and Warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.
5. Capability 5 – Fatality Management is the ability coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.
6. Capability 6 – Information Sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government

and the private sector in preparation for and in response to events or incidents of public health significance.

7. Capability 7 – Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to meet as the incident evolves.

8. Capability 8 – Medical Countermeasure Dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

9. Capability 9 – Medical Materiel Management and Distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

10. Capability 10 – Medical Surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

11. Capability 11 – Non-Pharmaceutical Interventions is the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.

12. Capability 12 – Public Health Laboratory Testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event incident and post-exposure activities.

13. Capability 13 – Public Health Surveillance and Epidemiological Investigations is the ability to create, maintain, support and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

14. Capability 14 – Responder Safety and Health describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

15. Capability 15 – Volunteer Management is the ability to coordinate the identification, recruitment, registration, credential verification, training and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

C. A written amendment increasing the amount of this Contract will be required to be executed by the Parties before the total amount of this Contract can be increased.

D. Contractor will comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
3. Texas Health and Safety Code Chapter 81.

E. The Parties have the authority under Texas Government Code Chapter 791 to enter into this Interlocal Cooperation Contract.

F. Texas Government Code § 421.062 provides that since this Contract is for a homeland security service that neither party is responsible for any civil liability that may arise from this Contract.

G. The following documents and resources are incorporated by reference and made a part of this Contract:

1. DSHS and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120102CONT14;
2. Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:
http://www.cdc.gov/phpr/capabilities/DSLRCapabilities_July.pdf;
3. Presidential Policy Directive 8/PPD-8, March 30, 2011:
<http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf>;
4. Homeland Security Exercise and Evaluation Program (HSEEP) Documents:
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;
5. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
<http://www.texasprepares.org/survivingdisaster.htm>;
6. DSHS Exercise Guide:
<http://www.dshs.state.tx.us/commmprep/exercises.aspx>; and
7. Preparedness Program Guidance(s) as provided by DSHS and CDC.

H. Funds awarded for this Contract must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

I. The Contractor is required to provide matching funds for this Program Attachment not less than ten-percent of total costs. Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (<http://www.dshs.state.tx.us/contracts/cfpm.shtm>) for additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match, including methods and sources must be included in the Contractor's Contract budget and Contractor must follow procedures for generally accepted accounting practices as well as meet audit requirements.

J. In the event of a public health emergency involving a portion of the state, Contractor will mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreements and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

K. Contractor will inform DSHS in writing if Contractor will not continue performance under this Program Attachment within thirty days of receipt of an amended standard(s) or guideline(s). And after receipt of this notice, DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.

L. Contractor will develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

M. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.

N. The Contractor will:

1. Submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor will provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance;
2. Submit the Capabilities Planning Guide assessment due to DSHS within an established timeframe designated by DSHS;
3. Submit Strategic Map due to DSHS within an established timeframe designated by DSHS;
4. Submit Performance Measures to DSHS within an established timeframe designated by DSHS;
5. Update the Texas Public Health Jurisdictional Risk Assessment Tool (TxPHRAT) by September 30, 2014;
6. Submit the Emergency Support Function 8 plans developed in accordance with the Texas Department of Emergency Management (TDEM) and DSHS Planning Standards within 30 days of request from DSHS;
7. Submit a monthly list of all reported clusters and information on investigation findings on the tracking sheet provided by the DSHS Emerging and Acute Infectious Disease Branch by the 15th of the following month;
8. Submit documentation of all required NIMS training to DSHS within an established timeframe designated by DSHS;
9. Submit a current Multi-Year Training & Exercise Plan that covers FY15 through FY20 to DSHS by September 2, 2014, using the template provided by DSHS. In accordance with HSEEP guidelines, contractors must conduct or participate in a Multi-year Training and Exercise Workshop with all applicable agencies and submit an agenda and a participant roster as documentation of attendance;
10. Complete and submit the Operational Readiness Review (ORR) to SharePoint two-weeks prior to review in a report in a format specified by DSHS;
11. Perform and submit metrics on three Strategic National Stockpile (SNS) operation drills and submit After Action Report/Improvement Plan 60 days after completion of the drill. Drills should be conducted to allow for After Action Reports with accompanying data collection metric sheets to be submitted no later than April 1, 2015;
12. Demonstrate compliance with current programmatic medical countermeasure guidance through submission of point of dispensing (POD) standards data by April 1, 2015;
13. Complete the Joint Training Report due to DSHS within an established timeframe designated by DSHS pending release of the report template from CDC;
14. Submit the Mid-Year Report to DSHS by December 2014;
15. Complete an end-of-year performance report in a format specified by DSHS no later than August 14, 2015;
16. Conduct or participate in, at least, one Preparedness Exercise in accordance to the Contractor's

exercise plan and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting in accordance with timeframes established in DSHS Exercise Guidance. A joint after action report/improvement plan must be submitted within 60 days of the exercise to DSHS. The After Action Report must also include a Corrective Action Plan. These exercises may include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities, but not associated with SNS;

17. Designate a member of the PHEP program to attend, in person, the PHEP first quarterly meeting of the contract term and either in person or via webinar for the subsequent meetings. If the designee is unable to attend the first meeting in person, the Contractor must petition DSHS in writing requesting an exemption and proposal for attending a subsequent quarterly meeting;

18. Designate a member of the Contractor's financial team to participate in the fiscal portion of each of the four quarterly meetings in person or via webinar;

19. Participate in the Annual Intermedix Autumn Charge Exercise to evaluate the use of the Texas Disaster Volunteer Registry during a simulated disaster and to evaluate overall readiness;

20. Report as requested by DSHS to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c); and

21. Complete all additional reporting requirements. Due dates will be listed in the most current DSHS reporting schedule, to be released no later than September 30, 2014. If Contractor is legally prohibited from providing such reports, Contractor will immediately notify DSHS in writing.

O. In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately five percent of the Contractor's staff's time supporting this Program Attachment for response efforts. DSHS will reimburse Contractor up to five percent of this Program Attachments funded by CDC for personnel costs responding to an emergency event. Contractor will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor will notify the Assigned Contract Manager in writing when this provision is implemented.

P. For the purposes of this Contract, the Contractor may not use funds for fundraising activities, lobbying, research, construction, major renovations and reimbursement of pre-award costs, clinical care, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, backfilling costs for staff or the purchase of incentive items.

Q. Contractor will cooperate with DSHS to coordinate all planning, training and exercises performed under this Program Attachment with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the contractor's sub-state region, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

R. Contractor will coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on the DSHS website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

S. For Volunteer Management (Capability 15), if Contractors are using volunteers, such as Medical Reserve Corps or Strategic National Stockpile (SNS) point of dispensing volunteers, and then Contractors must use the Texas Disaster Volunteer Registry (TDVR), Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool.

T. If using volunteers as provided in Section S above during FY15, the Contractor will be required to take DSHS training on the TDVR system. Within 60 days of this training, Contractors must either:

1. Request access to the TDVR from DSHS Medical Reserve Corp (MRC) and Emergency System to State ESAR-VHP System Administrator; and enter all volunteer data into the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or
2. Petition DSHS in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP compliant, web-based volunteer management system.

PERFORMANCE MEASURES:

A. Contractor will meet and report performance measures based on milestones that are developed in coordination with DSHS for the Contractor's project as provided in the Section I and demonstrated adherence to PHEP reporting deadlines; and demonstrated capability to receive, stage, store, distribute, and dispense materiel during a public health emergency. Failure to meet these deliverables may result in withholding a portion of any subsequent PHEP base awards.

B. DSHS will send a schedule for the reporting these Performance Measures within 30 days of the contract start date, which is subject to change as DSHS and CDC modify performance measures and due dates.

C. Contractor will provide services in the following counties:

BILLING INSTRUCTIONS:

Contractor will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor will submit the Financial Status Report (FSR-269A) and the Match Reimbursement Certification (B-13A) on a quarterly basis. Vouchers, supporting documentation, Financial Status Report, and B-13A should be mailed or emailed to the addresses below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

Email: invoices@dshs.state.tx.us

8. Service Area

Duval County, Jim Hogg County, Webb County, Zapata County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00043

RLHS GOLIVE HAZARDS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 2 Date Renewals Expire: 08/31/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069

14. DUNS Number:

618150460

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16. Special Provisions

A. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 14, 2015, for costs incurred between the services dates of September 1, 2014 to June 30, 2015. No expenditures with service dates from September 1, 2014 to June 30, 2015 will be paid after August 14, 2015 from the Budget Period 3 (BP3) allocation. This Subsection supersedes Section 4.03 of the Fiscal Year 2015 Department of State of Health Services General Provisions (Core/Sub Recipient).

B. General Provisions, Funding Article IV, Use of Funds Section 4.03, is amended to include the following:
Contractor is allocated \$300,024 from September 1, 2014 to June 30, 2015.
Contractor is allocated \$27,093 from July 1, 2015 to August 31, 2015.

Expenditures may not exceed the above allocated amounts within the specified timeframes.

C. General Provisions, Terms and Conditions of Payment Article VI, is revised to include:
DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

D. General Provisions, Access and Inspection Article XI, Access Section 11.01 is hereby revised to include the following:

In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Statement of Work and Exhibit A, upon request by the DSHS Program staff.

E. General Provisions, General Business Operations of Contractor Article XIV, Equipment Purchases (Including Controlled Assets), Section 14.20, is revised as follows:

Contractor is required to initiate the purchase of approved equipment no later than August 31, 2015 as documented by issue of a purchase order or written order confirmation from the vendor on or before August 31, 2015. In addition, all equipment must be received no later than 60 calendar days following the end of the Program Attachment term.

F. General Provisions, General Terms Article XV, Amendment Section 15.15, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

- | | |
|-----------------------------|---|
| a. Contract (this document) | 2015-001232-00 |
| b. General Provisions | Subrecipient General Provisions |
| c. Attachments | Budgets |
| d. Declarations | Certification Regarding Lobbying, Fiscal Federal Funding
Accountability and Transparency Act (FFATA) Certification |
| e. Exhibits | |

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	City of Laredo
Vendor Identification Number:	17460015732

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Telephone Number

E-mail Address

City of Laredo Health Department

By:
Signature of Authorized Official

Date

Name and Title

Address

City, State, Zip

Telephone Number

E-mail Address

Budget Summary

Organization Name: City of Laredo Health Department Program ID: CPS/HAZARDS
Contract Number: 2015-001232-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$197,559.00	\$24,261.00	\$0.00	\$221,820.00
Fringe Benefits	\$88,010.00	\$8,451.00	\$0.00	\$96,461.00
Travel	\$8,344.00	\$0.00	\$0.00	\$8,344.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$6,460.00	\$0.00	\$0.00	\$6,460.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$26,744.00	\$0.00	\$0.00	\$26,744.00
Total Direct Costs	\$327,117.00	\$32,712.00	\$0.00	\$359,829.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$327,117.00	\$32,712.00	\$0.00	\$359,829.00

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001325-00**



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and City of Laredo Health Department (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is \$310,600.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: HIV/PREVS HIV/PREVS

7. Statement of Work:

Contractor shall conduct Human Immunodeficiency Virus (HIV) Prevention activities to ensure HIV Prevention services are provided to persons at greatest risk of acquiring and/or transmitting HIV infection, as identified through the Texas HIV Plan 2014-2015 and as directed by the Department of State Health Services (DSHS). Contractor will give particular focus to the designated target population(s). Activities under this Renewal Program Attachment shall demonstrate cost-effectiveness, innovation, coordination, and collaboration with other community efforts. Target population(s) under this Renewal Program Attachment, are those as designated and approved in writing by DSHS Program Staff. DSHS reserves the right to make alterations to the list of target population(s) at any time as needed under this Renewal Program Attachment.

Contractor shall comply with the terms of the final, approved Work Plan for this Renewal Program Attachment.

Contractor shall comply with all applicable state and federal policies, standards and guidelines, including, but not limited to:

- DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>;
- DSHS' Standards for Public Health Services, including any revisions, located at <http://www.dshs.state.tx.us/qmb/dshsstndrds4clinciservs.pdf>;
- DSHS' HIV/STD Confidential Information Security Policy, HIV/STD Breach of Confidentiality Response Policy, and Breach Report Form/ Breach Report Form Instructions at <http://www.dshs.state.tx.us/hivstd/policy/policies.shtm>;
- Any letters or memos with additional directions and policies; and in accordance with the detailed budget as approved by DSHS Program (see attached Categorical Budget Detail); and with the Texas HIV Plan 2014-2015 for the area in which Contractor is providing services. The Texas HIV Plan 2014-2015 is available at: <http://www.dshs.state.tx.us/hivstd/planning/default.shtm>

Contractor will perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8 "Service Area" of this contract.

All of the above-named applicable documents are incorporated herein by reference and made a part of this Renewal Program Attachment. Contractor must receive advance written approval from DSHS before varying from any of these requirements, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this Renewal Program Attachment knows of the change(s).

Contractor shall comply with all applicable federal and state regulations and statutes including, but not limited to:

- Chapters 81 and 85 of the Texas Health and Safety Code;
- Chapter 93 Texas Health and Safety Code (relating to Education and Prevention Programs for Hepatitis C); and
- Title 25 Texas Administrative Code (TAC) Chapters 97 and 98, Subchapter B.

Contractor shall comply with the Texas Health and Safety Code, §85.085, Physician Supervision of Medical Care, to ensure a licensed physician supervises any medical care or procedure provided as part of activities conducted under this Renewal Program Attachment.

Contractor, through the HIV Prevention activities described in this Renewal Program Attachment, shall:

- Target-HIV testing to high-risk priority populations;
- Reduce instances of undiagnosed and late-diagnosed HIV infection;
- Ensure linkage to, and participation in, HIV Medical care and, as appropriate, support services for HIV infected-persons [e.g., HOPWA (Housing Opportunities for People Living with HIV/AIDS), Ryan White case management, counseling (mental health and/or substance abuse treatment), and community food bank/pantry];
- Provide health education, including education on risk reduction, to target population(s);
- Provide strategic risk reduction, prevention, and support services to persons living with HIV;
- Promote the expansion of targeted condom distribution and community mobilization efforts, as described in the final, approved version of the Work Plan; and
- Initiate identified HIV prevention services according to the Texas HIV Plan 2014-2015 found at <http://www.dshs.state.tx.us/hivstd/planning/default.shtm>.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If projected expenditures are below the total contract amount, Contractor's budget may be subject to a decrease for the remainder of the Renewal Program Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

QUALITY ASSURANCE ACTIVITIES

Prevention activities under this Renewal Program Attachment include Quality Assurance (QA) activities (in accordance with DSHS Program's RFP # HIV/PREV-0519-1, and the DSHS Quality Assurance Standards, as revised, located at <http://www.dshs.state.tx.us/hivstd/training/qastandards.shtm#pbc>).

Prevention activities include HIV Testing and Linkage to Medical Care, Prevention with Positive Persons, Community Mobilization, Condom Distribution, and Evidence-Based Intervention (EBI) and Risk Reduction activities. These activities must be conducted in accordance with DSHS Program's RFP # HIV/PREV-0519-1, DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>, and The Effective Interventions website located at <https://www.effectiveinterventions.org/en/Home.aspx>.

Contractor shall ensure that performance of activities under this Renewal Program Attachment is of a high quality and consistent with all the requirements of this contract, in order to meet DSHS' high performance expectations.

Contractors that enter into contracts with subcontractors are entirely responsible to DSHS for the performance of those subcontractors. If subcontractors are used, Contractor is expected to adequately monitor the implementation of interventions and other funded activities under this contract, the efficient and effective use of resources by the subcontractor(s), the capacity and performance of subcontractor staff implementing interventions and other funded activities under this Renewal Program Attachment, and ensure that subcontractors are properly collecting and reporting data.

Contractor shall comply with the following quality assurance requirements:

- Implement an orientation plan for Contractor's new staff (i.e., new hires involved in activities funded under this Renewal Program Attachment), which will be reviewed by DSHS staff during monitoring visits. The plan shall be consistent with all the terms of this Renewal Program Attachment.
- Ensure that monitoring and evaluation of Contractor staff performance, and its subcontractor's staff performance, if applicable, is conducted and documented according to the schedule below:

- (1) Length of time the Contractor staff member has been performing the intervention:
- (2) For group-level interventions, condom distribution, and community mobilization (including the group-level component of community-level interventions), staff must be monitored at least:
- (3) For all other interventions (including testing and linkage, ARTAS, CLEAR, and CRCS), staff must be monitored at least:

(1)	(2)	(3)
3 months or less	One out of every 3 sessions*	Twice a month
4 to 6 months	Twice a month	Twice a month
7 to 12 months	Monthly	Monthly
1 to 2 years	Quarterly	Quarterly
2 years or more	Every 6 months	Every 6 months

*Additionally, before conducting a group-level intervention session on a solo basis for the first time, a staff member should be observed conducting each session of the intervention by a supervisor (or more experienced facilitator) or co-facilitate the session with a more experienced facilitator.

- Keep written monitoring and evaluation records of all staff involved in contract activities, including those of subcontractors. DSHS Program may specify evaluation and monitoring tools to be used. Information related to quality assurance activities, along with any other documentation associated with activities under this Renewal Program Attachment, are subject to review by DSHS Program during program reviews and at any other time.
- Solicit feedback (e.g., client surveys) from clients being served by Contractor under this Renewal Program Attachment, and create a summary of the client feedback for each intervention at least once during the term of this Renewal Program Attachment. This summary must be available for review during DSHS site visits.
- Designate and train staff to be responsible for quality assurance activities, including ensuring accurate and consistent data collection and reporting.
- Facilitate DSHS Program review of all prevention activities provided by Contractor and its subcontractor(s).
- Submit program materials produced by Contractor for review and approval by a local Program Materials Review Panel (PMRP). Program materials include, but are not limited to: pamphlets, fliers, survey instruments, web sites, videos, and scripts for advertisements.
- Ensure HIV prevention materials, supplies, and tangible reinforcements (i.e., participation incentives for target population) are appropriate for the target population(s). Contractor must implement and maintain control systems and assign internal responsibility for monitoring distribution of tangible reinforcements.

TARGETED HIV TESTING AND LINKAGE TO MEDICAL CARE:

Contractor shall conduct the following quality assurance activities:

- Follow the orientation and training schedule outlined in the DSHS Quality Assurance for Testing and Counseling Standards, located at <http://www.dshs.state.tx.us/hivstd/training/default.shtm> and at <http://www.dshs.state.tx.us/hivstd/training/pctools/standards.shtm>.

- Audit Testing and Linkage charts and retain all audit documentation as described in the DSHS Quality Assurance for Testing and Counseling Standards located at <http://www.dshs.state.tx.us/hivstd/training/pctools/standards.shtm>.
- Contractor shall direct these services to target population(s) as specified in Contractor's objectives as approved by DSHS Program.

PREVENTION WITH POSITIVES PERSONS:

Contractor shall conduct Prevention with Positive Persons activities as designated herein.

The National HIV Strategy on HIV/AIDS (a federal initiative) identifies the “Prevention with Positives” initiative as activities and programming that consists of tightly coordinated services for clients with complex needs. Appropriate populations targeted by these services are newly diagnosed HIV-positive clients, those returning to care, individuals with a history of non-adherence to treatment, and those with inconsistent participation in HIV-related medical care.

The goals of Prevention with Positive Persons are: 1) to increase the number of HIV-infected persons who are fully engaged in medical care; and 2) to reduce sexual and drug risk behaviors of HIV-infected persons through individual-level and/or group-level strategies.

Prevention with Positive Persons programs must have an extended engagement of services with clients (e.g., up to six months).

Prevention with Positive Persons services is not intended to replace Ryan White case management. Contractors shall coordinate services with Ryan White case managers to avoid duplication of services.

Prevention with Positive Persons activities funded under this Renewal Program Attachment shall focus on behavior change, including behaviors related to the following:

- Risk reduction/harm reduction
- Medical adherence
- Reengagement into medical care
- Treatment preparation (i.e., counseling for anti-retroviral therapy and prescription adherence)
- Disclosure of status
- Dealing with stigma

Contractor shall conduct the following quality assurance activities:

Choosing Life Empowerment Action and Results (CLEAR) ACTIVITIES

Contractor shall:

- Audit “CLEAR” client charts monthly, retain all audit documentation, and make it readily available to DSHS upon request.
- Ensure staff meets minimum staff qualifications, as referenced in the CLEAR Implementation Manual (<http://www.effectiveinterventions.org/en/HighImpactPrevention/Interventions/CLEAR.aspx>) Procedures and

Standards.

- Adhere to DSHS guidance listed in DSHS' Request For Proposal #: HIV/PREV-0519.1 (http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=100382) and the CLEAR curriculum guidance document (<http://www.effectiveinterventions.org/en/HighImpactPrevention/Interventions/CLEAR.aspx>) for Contractor's Prevention with Positives Persons program to ensure the effective delivery of services, quality assurance activities, and minimum standards of care, including developing relationships with Ryan White Treatment Modernization Act case management providers.
- Provide individual-level interventions that provide intensive, ongoing, individualized prevention counseling and referrals to other appropriate social services, as well as client-centered prevention activities that promote the adoption and maintenance of HIV/STD/Viral Hepatitis C risk-reduction behaviors by clients with multiple, complex problems and risk-reduction needs. HIV case management sessions shall include the CLEAR essential components as specified in accordance with curriculum guidance and CLEAR training.

EVIDENCED-BASED INTERVENTION AND RISK REDUCTION (HERR)

Contractor shall conduct the following quality assurance activities:

- Follow the orientation and training schedule for EBI, located at <http://www.dshs.state.tx.us/hivstd/training/default.shtm>.
- Comply with the Health Education and Risk Reduction Activities for Priority Populations section of DSHS Program's RFP, referenced herein.
- Provide justification to, and obtain written approval from, DSHS prior to the customization, tailoring and/or adaptation of the curriculum, target population(s), activities, number of sessions, etc., of an EBI.

CONDOM DISTRIBUTION

Contractor shall:

- Conduct condom promotion and distribution activities at the individual, organizational, and community levels, with a specific aim to increase condom use among people who are HIV-positive and individuals at high risk of acquiring HIV, all in accordance with DSHS Program's RFP # HIV/PREV-0519-1 and the final, approved Work Plan (including the Condom Distribution Plan) which corresponds to this Renewal Program Attachment.
- Conduct on-going community assessments of their proposed service area to assess condom availability, accessibility, and acceptability. Should ongoing assessments identify a necessary change in service area activities, Contractor must revise their work plan and submit such revisions to DSHS for review and approval prior to implementation of new changes.
- Conduct activities to increase one or more of the following in their communities:
 - Condom availability;
 - Condom accessibility; and
 - Condom acceptability.

COMMUNITY MOBILIZATION

Community Mobilization for HIV prevention is a process that engages individuals, groups, organizations, and sectors of the population (e.g., non-profit, for-profit, healthcare, education, housing, local government) to increase awareness and reduce HIV infection and health disparities in the community (see RFP # HIV/PREV-0519-1).

Contractors funded for Community Mobilization shall conduct the following activities:

- Direct community mobilization activities according to client and community needs, as well as community resources that can be incorporated into coordinated prevention activities;
- Engage clients and community over an extended period of time;
- Address multiple levels of HIV prevention and behavior change, including intrapersonal factors (knowledge, attitudes, self-efficacy, intentions), awareness within communities, environmental barriers and social support;
- Develop agreements (e.g., memoranda of agreement) with project collaborators to create a coordinated approach to HIV prevention; and
- Use process and outcome monitoring to support implementation of the program.

TANGIBLE REINFORCEMENTS:

Funds may be used to purchase tangible reinforcements (bus tokens, movie gift cards, food gift cards, t-shirts, grocery store gift cards, etc.) to encourage at-risk clients to participate in prevention programs. Tangible reinforcements must be approved in advance in writing by DSHS Program. Contractor shall maintain and follow a policy regarding the use of tangible reinforcements and a log for tracking the purchase and distribution of tangible reinforcements. The policy and log are subject to review by DSHS Program during program reviews and at any other time. The policy must limit the use of tangible reinforcements to the following types of situations: for participation in rapid assessment activities; for recruitment of clients into, CLEAR, testing and linkage programs and EBIs; for retention of clients in EBIs, CLEAR, for clients upon completion of all sessions of an EBI; for recruitment and retention of peer volunteers; for clients who return for HIV testing; for participation in community assessments or focus groups; and to encourage clients to return for test results. Funds may not be used to make cash payments or cash-equivalent payments to intended recipients of services except as noted above.

PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Renewal Program Attachment, without waiving the enforceability of any of the other terms of the Renewal Program Attachment.

Performance of Contractor, including compliance with DSHS Program procedures, policies and guidance, contractual conditions, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports will be regularly assessed. Failure to comply with stated requirements and contractual conditions may result in the immediate loss of contract funds at the discretion of DSHS.

Contractor shall:

- Participate in DSHS Program's outcome monitoring project, as directed by DSHS Program; and
- Conduct periodic rapid assessments of the approved targeted population(s), as directed by DSHS Program.

If Contractor uses subcontractors, Contractor accepts full responsibility and accountability for each subcontractor's performance under this Renewal Program Attachment, including proper and timely submission of the documentation required in semi-annual reports.

TARGETED HIV TESTING AND LINKAGE TO MEDICAL CARE

Contractor shall:

- Perform recruitment activities (e.g., street outreach, Internet recruitment, recruitment through other HIV/STD service providers, and recruitment during targeted public health events such as screenings) within the target population(s).

Provide HIV screening by collecting a blood-based specimen. Confirmatory testing must be collected by venipuncture immediately, on-site, after a point of care HIV preliminary positive test result. All contractors must perform syphilis testing. HIV and syphilis specimens may be submitted through the DSHS public health laboratory or another laboratory designated by the Contractor and approved in advance by DSHS. Variations which require pre-approval include: specimen collection through the use of oral fluid -based HIV tests and blood spot cards (even when processed through the public health laboratory).

- Obtain DSHS written pre-approval for rapid HIV testing. Once pre-approved, Contractor must adhere to DSHS program operating procedures relating to rapid testing, located at <http://www.dshs.state.tx.us/hivstd/contractor/hivprevention.shtm>. Contractor must obtain any required Clinical Laboratory Improvement Amendment (CLIA) certification or waiver of certification, in compliance with the CLIA of 1988, Public Law 100-578, amended §353 of the Public Health Service Act (42 U.S.C. 263a). Waiver is sought by submitting an application to the DSHS Health Facility Licensing and Compliance Division (HFLCD).

- Provide targeted HIV testing, in accordance with DSHS RFP # HIV/PREV-0519-1, for persons at increased risk for HIV/STD/Viral Hepatitis C infection due to individual sexual behavior, drug use, and/or other risk behaviors. This shall include establishing and maintaining confidential and anonymous HIV testing programs, with referrals to other testing and treatment services as appropriate.

- Provide HIV testing in accordance with DSHS RFP # HIV/PREV-0519-1, and DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>.

- Establish and maintain mutually agreed-upon written, formal procedures with the local and/or regional health departments, in each geographic area served by Contractor, responsible for public health disease intervention services. The procedures must specify processes (e.g., communication) that facilitate timely partner elicitation by the local health department following the delivery of HIV positive test results to clients by Contractor. These procedures must be finalized and in place within thirty (30) days of the effective date of this Renewal Program Attachment. Additionally, Contractor must establish and maintain mutually agreed-upon formal, written procedures with other HIV prevention and services providers and collaborating entities that Contractor will work with to implement any activities under this Renewal Program Attachment. The procedures must clearly identify the roles of Contractor and such collaborating agency(ies). All of these agreements must be retained, and be made readily available to DSHS upon request.

- Establish and maintain mutually agreed-upon formal written procedures with local providers who provide services frequently needed by clients seeking HIV services from Contractor, including but not limited to: HIV testing and counseling; evidence based interventions, STD services; partner services; HIV medical and support services; substance abuse treatment services; and mental health services. At a minimum, such procedures should address conditions associated with making and accepting client referrals. If Contractor provides all of the services listed above in a specific geographic area, no such agreement is necessary for that area. Contractor must maintain complete records of all referrals made, and make them readily available to DSHS upon request.

- Achieve, at a minimum, the following performance measures:

1. TARGETED HIV TESTING AND LINKAGE TO MEDICAL CARE Objective

A: Contractor shall diligently follow the requirements for delivery of all HIV test results (see <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>) for all HIV testing done under this Renewal Program Attachment. Contractor shall submit client encounter data into the on-line system as described herein. If that data indicates a test result delivery rate of less than 75%, DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.

2. TARGETED HIV TESTING AND LINKAGE TO MEDICAL CARE Objective

B; Contractor shall diligently follow the requirements for conducting results counseling (see <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>) for all clients with positive HIV test results under this Renewal Program Attachment. Contractor shall submit client encounter data into the on-line system as described herein. If that data indicates a results counseling delivery rate of less than 95%, DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.

3. TARGETED HIV TESTING AND LINKAGE TO MEDICAL CARE Objective

C: Contractor shall diligently follow the requirements for linking all clients, with positive HIV test results, to HIV related medical services (see <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>) for those clients successfully notified of their test results under Objective A. Contractor shall submit client encounter data into the on-line system as described herein. If that data indicates a linkage rate of less than 85%, DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.;

4. TARGETED HIV TESTING AND LINKAGE TO MEDICAL CARE Objective

D: During the term of this Program Attachment, based on the testing required herein, DSHS expects that Contractor reporting should reflect a minimum new positivity rate of 1.2% annually. If data indicates a rate of less than 1.2% new positivity, DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by

DSHS.

See Performance Measures section for measures that have specific targets.

PREVENTION WITH POSITIVE PERSONS

Contractor shall perform all activities as described herein.

Choosing Life Empowerment Action and Results (CLEAR) ACTIVITIES:

Contractor shall:

- Audit "CLEAR" client charts monthly, retain all audit documentation, and make it readily available to DSHS upon request.
- Ensure staff meets minimum staff qualifications, as referenced in the CLEAR Implementation Manual located at: <http://www.effectiveinterventions.org/en/HighImpactPrevention/Interventions/CLEAR.aspx>.
- Adhere to DSHS guidance listed in DSHS' Request For Proposal #: HIV/PREV-0519.1 (http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=100382) and the CLEAR curriculum guidance document (<http://www.effectiveinterventions.org/en/HighImpactPrevention/Interventions/CLEAR.aspx>) for Contractor's Prevention with Positives Persons program to ensure the effective delivery of services, quality assurance activities, and minimum standards of care, including (but not limited to) developing relationships with Ryan White Treatment Modernization Act case management providers.
- Provide individual-level interventions that provide intensive, ongoing, individualized prevention counseling and referrals to other appropriate social services, as well as client-centered prevention activities that promote the adoption and maintenance of HIV/STD/Viral Hepatitis C risk-reduction behaviors by clients with multiple, complex problems and risk-reduction needs. HIV case management sessions shall include the CLEAR essential components as specified in accordance with curriculum guidance and CLEAR training.
- Achieve, at a minimum, the following performance measures:
See Performance Measures section for measures that have specific targets.

EVIDENCE-BASED INTERVENTION (EBI) ACTIVITIES

Contractor shall:

- Perform recruitment activities (e.g., street outreach, Internet recruitment, recruitment through other HIV/STD service providers, and recruitment during targeted public health events such as screenings) within the appropriate target population(s) for purposes of recruitment into the EBI.
- Provide EBI services to the target population(s) in accordance with DSHS RFP # HIV/PREV-0519-1, DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>, and The Effective Interventions website located at <https://www.effectiveinterventions.org/en/Home.aspx>.
- Maintain formal agreements with local providers of services customarily required by EBI clients, including but not limited to: HIV testing and counseling; CRCS; STD services; partner services; HIV medical and support services; substance abuse treatment services; and mental health services. At a minimum, such agreements should address conditions associated with making and accepting timely client referrals. If Contractor provides all of the services listed above in a specific geographic area, no such

agreement is necessary for that area. Contractor must maintain complete records of all referrals made.

- Achieve, at a minimum, the following performance measures:
See Performance Measures section for measures that have specific targets.

CONDOM DISTRIBUTION

Contractor shall:

- Provide a written report (within the semi-annual report) which gives a summary and overview of current condom distribution activities, including a list of community collaborators (e.g., civic, retail, social service, etc.) and the current number of distribution sites.
- Conduct condom distribution activities as approved in Contractor's condom distribution plan as noted in the final, approved work plan. The condom distribution plan as approved in Contractor's work plan shall be implemented beginning September 1, 2014. As noted in Section I above, following on-going community assessments, any revision to the Condom Distribution Plan shall be submitted to DSHS for review and approval prior to implementation.
- Conduct condom distribution activities as described in DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>.
- Achieve, at a minimum, the following performance measures:
See Performance Measures section for measures that have specific targets.

COMMUNITY MOBILIZATION

Contractor shall:

1. Conduct community assessment(s) as new priorities are identified or as target community change. Community assessments should, at minimum:

- a. Identify priority needs of the targeted community as related to HIV prevention and community risk reduction;
- b. Identify existing resources that can be incorporated into coordinated prevention actions;
- c. Prioritize target population(s) based on local epidemiology. The community assessment can be accomplished by engaging in a "community conversations" strategy (see http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=100382) and/or by conducting community-based participatory research. The community assessment must include input from clients/consumers, local and/or regional leadership, stakeholders, local planning bodies, AIDS services organizations, health departments and other appropriate community entities.

The community assessment can be accomplished by engaging in a "community conversations" strategy and/or by conducting community-based participatory research. The community assessment should include input from clients/consumers, local and/or regional leadership, stakeholders, local planning bodies, AIDS services organizations, health departments and other appropriate community entities. Contractor must consult with DSHS for its community assessment strategy, and must contact the designated DSHS program contact within 60 days of the start date of this Renewal Program Attachment and submit any requested back-up documentation by the deadline given. If Contractor believes it already has an appropriate and timely community assessment in place that can be part of the strategy it submits to DSHS.

2. Develop a community assessment tool (or use an established tool, if pre-approved by DSHS) to identify and prioritize HIV prevention issues for the target community and target population(s). The assessment must be completed within the first quarter of the Renewal Program Attachment term or as otherwise directed in writing by DSHS HIV Program. (<http://www.dshs.state.tx.us/hivstd/fieldops/CommAssess.shtm>)

3. Develop a plan for mobilizing community resources to address the specific needs of the target population(s) as indicated by the needs assessment. Contractors may adapt their community mobilization plan, with pre-approval from DSHS, in response to or as dictated by new information about community needs and resources. This plan must:

a. Include community participation beyond a single encounter. Contractor is required to extend the involvement of community members throughout the lifecycle of community mobilization activities, including during implementation and assessment (examples of extended engagement include ongoing involvement of community advisory board and/or coalitions, continued training of volunteers to implement core community mobilization activities, and sustained efforts to enlist community advocates to promote HIV prevention and disseminate HIV awareness messages).

b. Adopt or create an effective community mobilization model that appropriately matches the community's organizational resources, existing programming (i.e., HIV/STD prevention, substance abuse, mental health, criminal justice, social services) and the local prevention landscape in which they operate. This model of community mobilization for HIV prevention will target change at multiple socio-ecological levels including individual knowledge, attitudes, beliefs, and intentions, interpersonal contexts (such as social networks), organizational settings, and public policy ("public policy" does not include lobbying prohibited in the General Provisions and the Assurances document in this contract agreement).

c. Be developed in a manner to create, enhance, or draw upon formal coalitions, collaborations and/or networks of individuals and/or organizations to respond to the HIV prevention needs of their area. Contractor must provide opportunities for these collaborators, networks and/or coalitions to actively participate in the development and implementation of the community mobilization efforts for HIV prevention. These collaborations are intended to foster local change that supports HIV prevention priorities

d. Create and implement an outcome monitoring plan, with pre-approval from DSHS, designed to ensure adherence to the approved community mobilization program design and to effect appropriate adjustments in response to changes in the prevention landscape (following discussion and pre-approval by DSHS). The design should include measures, data collection protocols, data analysis, and a process for program modification based on monitoring results. The plan shall be approved and implemented beginning September 1, 2014.

- Contractor shall achieve, at a minimum, the following objectives:
See Performance Measures section for measures that have specific targets.

PROGRAM DATA REPORTING, SECURITY AND CONFIDENTIALITY REQUIREMENTS

DSHS may make alterations to reporting systems and requirements, or require the use of new reporting systems or collection methods, at its sole discretion. In the event of such a change, Contractor will be notified at least thirty (30) days in advance of the changed requirements, except in cases where the system in use suffers some kind of technical failure. Information submitted through the DSHS systems will be considered the performance data of record in evaluating attainment of goals and programmatic performance.

Contractor shall provide information on each client contact/prevention counseling session via the reporting system(s) designated by DSHS. Testing and Linkage to Medical Care contact information shall be entered into the DSHS approved data system no later than twenty (20) working days following the client contact. Information submitted to DSHS electronically must be submitted via e-mail, TxPHIN or sFTP by the

Contractor. Contractor is responsible for examining the quality of the information prior to submission to assure it is complete and accurate.

CLEAR data must be entered into the DSHS Microsoft Access CLEAR Data System submitted via email to DSHS by the 20th of each month. Contractor is responsible for examining the quality of the information prior to submission to assure it is complete and accurate.

Group and community level intervention data must be entered into the DSHS Microsoft Access EBI Data System submitted via email to DSHS by the 20th of each month. Contractor is responsible for examining the quality of the information prior to submission to assure it is complete and accurate.

Condom Distribution data must be entered into the DSHS Microsoft Access Condom Distribution Data System submitted via email to DSHS by the 20th of each month. Contractor is responsible for examining the quality of the information prior to submission to assure it is complete and accurate.

Community Mobilization data must be entered into the DSHS Microsoft Access Community Mobilization Data System submitted via email to DSHS by the 20th of each month. Contractor is responsible for examining the quality of the information prior to submission to assure it is complete and accurate.

Contractor shall provide one comprehensive activity report regarding its activities under this Renewal Program Attachment. Also, Contractor shall submit semi-annual activity reports of the number of contacts with clients in the designated target population(s) in which priority intervention services are provided. Such reports shall be submitted in the format provided by DSHS Program at <http://www.dshs.state.tx.us/hivstd/fieldops/PreventionReports.shtm> by electronic mail transmission to hivstdreport.tech@dshs.state.tx.us. These semi-annual reports are due on or before the 31st calendar day of March 2015 and the 30th calendar day of September 2015.

Contractor shall submit all data accurately, within the required time frames, and to the satisfaction of DSHS. If reporting practices do not meet these conditions, this will constitute a breach of contract.

Contractor may use data collected through the above mechanisms for program planning, evaluation, and improvement, consistent with confidentiality restrictions in state and federal law. Data may be included in Contractor reports to parties other than DSHS provided the information is aggregated in such a way that no individual client may be identified. Data may not be used for research purposes by Contractor or any other party without prior approval of DSHS' Institutional Review Board and pre-approval by DSHS Program. Contractor may not share electronic data sets with other parties without advance written permission of DSHS.

DSHS may inspect, or require copies of, any of the documentation referenced herein at any time, and Contractor shall comply with such requests in a timely manner. All documentation under this contract will be readily available for inspection by DSHS staff during site visits.

Contractor must protect the security of program reporting data and the confidentiality of client information. Contractor must:

- Protect paper records and electronic data collected and stored at its facility from security breaches, and keep such data confidential;
- Ensure client privacy is maintained and data is collected confidentially when data/information is elicited verbally from clients;
- Ensure that data entry into program reporting systems will occur in a confidential environment,

safeguarding against unauthorized disclosure of client information and ensure that such environments are consistently maintained;

- Ensure data entered into program reporting systems are input only by properly authorized staff;
- Assure data integrity is maintained and that data entered in program reporting systems is entered accurately and is not altered;
- Understand that users of the program data systems will require user identification and authentication (such as challenge passwords);
- Ensure that persons entering data do not circumvent such security measures;
- Ensure data are accessed only by authorized persons;
- Ensure program data are used in a manner that protects client privacy and is in accordance with federal and state law and the terms of this contract;
- Implement policies and procedures for use of data in a secure manner that protects client privacy and prevents unauthorized access to, and use of, program data;
- Implement policies and procedures (consistent with the requirements and constraints listed herein) for publication and redistribution of data if program data are shared with other parties or providers;
- Protect data transported within your entity or to external parties consistent with the constraints and requirements listed herein;
- Protect data transmitted electronically within your entity or to external parties (when not using DSHS' data reporting systems) consistent with the constraints and requirements listed herein;
- Maintain retention and disposal policies and procedures consistent with state and federal retention requirements and the requirements of this contract, and assure that program data cannot be inappropriately accessed;
- Agree to publish, implement, and make available policies on data security and client privacy, and train staff regularly regarding those requirements (Contractor must maintain records documenting such training);
- Require each individual member of Contractor's staff, and volunteers, to sign an agreement pledging to abide by Contractor's policies and procedures pertaining to data security and client privacy. Contractor shall maintain these written agreements and make them available upon request to DSHS in a timely manner;
- Abide by rules of conduct/data security guidelines provided by DSHS to safeguard the program reporting data;
- Develop a personnel sanction policy to hold Contractor staff and volunteers and subcontractor staff responsible for any violations of these policies. If Contractor uses subcontractors: Contractor accepts full responsibility and accountability for each subcontractor's performance under this contract including all provisions related to confidentiality;
- Agree to make staff available for training on the use of program reporting systems and data security;
- Comply with DSHS' efforts to maintain lists of staff under this contract authorized to use the program reporting systems;
- Immediately report breaches of confidentiality involving the program data reporting systems to DSHS, and fully assist DSHS in any investigation resulting from such breach; and
- Allow DSHS may inspect, or require copies of, any of the documentation referenced herein at any time, and Contractor shall comply with such requests in a timely manner. All documentation under this contract shall be readily available for inspection by DSHS staff during site visits.

TRAINING REQUIREMENTS

Contractor shall authorize and require their staff to attend training, conferences, and meetings as directed by DSHS Program.

Contractor must appropriately budget funds in order to meet training requirements in a timely manner, and must ensure its staff and volunteers are trained as specified in the training requirements listed at

<http://www.dshs.state.tx.us/hivstd/training/default.shtm> and as otherwise specified by DSHS. Contractor shall document that these training requirements are met.

BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

8. Service Area

Jim Hogg County, Starr County, Webb County, Zapata County

9. Performance Measures:

Performance Measure Description		Target
1	Targeted Testing and Linkage to Medical Care - Number of tests to be performed:	1200
2	Targeted Testing and Linkage to Medical Care - Number of newly diagnosed HIV positive persons:	15
3	Targeted Testing and Linkage to Medical Care - Number of tests for priority population Hispanic MSM:	450
4	Targeted Testing and Linkage to Medical Care - Number of tests for priority population High Risk Hispanic Hetro:	300
5	Targeted Testing and Linkage to Medical Care - Number of test for priority population Hispanic IDU:	150
6	Condom Distribution - Number of distribution sites:	10
7	Condom Distribution - Number of community partners assisting with access or distribution efforts:	35
8	Condom Distribution - Number of condoms distributed:	100000
9	Community Mobilization and Coordination - Number of partners involved in community mobilization	15
10	Community Mobilization and Coordination - Number of planned activities to engage the community:	15
11	Community Mobilization and Coordination - Number of individuals reached by community mobilization activities:	75000

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00031

DCPS GOLIVE HIV Prevention State PROPOSAL

11. Renewals:

Number of Renewals Remaining: 1 Date Renewals Expire: 08/31/2016

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

State

14. DUNS Number:

618150460

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Real Time Education	Monthly	09/01/2014	09/30/2014	10/20/2014
Real Time Education	Monthly	10/01/2014	10/31/2014	11/20/2014
Real Time Education	Monthly	11/01/2014	11/30/2014	12/20/2014
Real Time Education	Monthly	12/01/2014	12/31/2014	01/20/2015
Real Time Education	Monthly	01/01/2015	01/31/2015	02/20/2015
Real Time Education	Monthly	02/01/2015	02/28/2015	03/20/2015
Real Time Education	Monthly	03/01/2015	03/31/2015	04/20/2015
Real Time Education	Monthly	04/01/2015	04/30/2015	05/20/2015
Real Time Education	Monthly	05/01/2015	05/31/2015	06/20/2015
Real Time Education	Monthly	06/01/2015	06/30/2015	07/20/2015
Real Time Education	Monthly	07/01/2015	07/31/2015	08/20/2015
Real Time Education	Monthly	08/01/2015	08/31/2015	09/20/2015
Semi-Annual Activity	Semi-Annually	09/01/2014	02/28/2015	03/31/2015
Semi-Annual Activity	Semi-Annually	03/01/2015	08/31/2015	09/30/2015
Financial Status Rep	Quarterly	09/01/2014	11/30/2014	12/31/2014
Financial Status Rep	Quarterly	12/01/2014	02/28/2015	03/31/2015
Financial Status Rep	Quarterly	03/01/2015	05/30/2015	06/30/2015
Financial Status Rep	Quarterly	06/01/2015	08/31/2015	10/15/2015

Submission Instructions:

Submit programmatic reports to: hivstdreport.tech@dshs.state.tx.us

Financial Status Reports to: invoices@dshs.state.tx.us.

16. Special Provisions

General Provisions, ARTICLE X RECORDS RETENTION, Section 10.01 Retention, are revised to include the following:

All records pertaining to this Contract shall be retained by Contractor and made timely available to DSHS Program, the Comptroller General of the United States, the Texas State Auditor, and/or any of their authorized representatives, and in accordance with DSHS' General Provisions.

Due to the sensitive and highly personal nature of HIV/AIDS-related information, strict adherence to the General Provisions, ARTICLE VIII CONFIDENTIALITY, is required. The ARTICLE VIII CONFIDENTIALITY, Section 8.03 Exchange of Client-Identifying Information, is revised to include the following:

Neither Contractor, nor any subcontractor, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf; however, DSHS may require Contractor, or any subcontractor, to timely transfer a client or patient record to DSHS if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient.

DSHS will have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, DSHS shall keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

General Provision, ARTICLE XV, GENERAL TERMS, Section 15.15, Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Renewal Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

- | | |
|-----------------------------|---|
| a. Contract (this document) | 2015-001325-00 |
| b. General Provisions | Subrecipient General Provisions |
| c. Attachments | Budgets |
| d. Declarations | Certification Regarding Lobbying, Fiscal Federal Funding
Accountability and Transparency Act (FFATA) Certification |
| e. Exhibits | |

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	City of Laredo
Vendor Identification Number:	17460015732

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Telephone Number

E-mail Address

City of Laredo Health Department

By:
Signature of Authorized Official

Date

Name and Title

Address

City, State, Zip

Telephone Number

E-mail Address

Budget Summary

Organization Name: City of Laredo Health Department Program ID: HIV/PREVS
Contract Number: 2015-001325-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$182,318.00	\$0.00	\$0.00	\$182,318.00
Fringe Benefits	\$80,538.00	\$0.00	\$0.00	\$80,538.00
Travel	\$7,203.00	\$0.00	\$0.00	\$7,203.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$11,258.00	\$0.00	\$0.00	\$11,258.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$29,283.00	\$0.00	\$0.00	\$29,283.00
Total Direct Costs	\$310,600.00	\$0.00	\$0.00	\$310,600.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$310,600.00	\$0.00	\$0.00	\$310,600.00

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001276-00**



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and City of Laredo Health Department (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is \$80,000.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: DIAB/CDP Community Diabetes Project

7. Statement of Work:

Contractor shall design, implement, and evaluate a Community Diabetes Project (CDP). This project shall provide community-based diabetes prevention and management interventions that are part of a comprehensive approach to diabetes prevention and control. Goals shall address surveillance, health communications, health systems improvements, infrastructure, community intervention services, wellness and health disparities, increasing public awareness, promoting community outreach and diabetes education. The CDP shall implement evidence-based programs and strategies at the community level and create or advocate for community policy, systems and environmental changes conducive to diabetes primary and secondary preventive measures.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8, "Service Area" of this contract.

For the purpose of this Program Attachment, the CDP shall target individuals 18 years of age and older and their families in high-risk populations, i.e., racial and ethnic minorities who have disproportionate rates and burdens of diabetes and limited access to health care.

Contractor shall meet the following objectives through the CDP and shall provide evidence that the CDP is meeting the following objectives:

- Increase opportunities for implementing positive behavior and lifestyle changes (e.g., increased and continuing physical activity and better nutrition) in people who already have diabetes and those who are at risk of developing diabetes;
- Increase community, environmental, and systems changes in various community sectors (i.e., health systems, worksites/businesses, including the food industry, faith communities, non-profits, governments, neighborhoods, and schools) that facilitate ongoing, increased physical activity and healthy eating among the general population, especially those with diabetes and "pre-diabetes";
- Improved capacity of coalition-based CDP to design and implement diabetes interventions and institute project strategies or community policy and environmental changes conducive to risk reduction;
- Increased access to self-management training;
- Capacity to collect and analyze data on waist circumference, body mass index (BMI), tobacco cessation referrals, blood pressure as participants progress through interventions; increase public and provider knowledge of the symptoms, risk factors and clinical targets of diabetes, pre-diabetes and gestational diabetes and the importance of physical activity and healthy eating in preventing and delaying or managing the disease and its complications; and
- Increase health care provider's, payer's, and their patient's knowledge and implementation of the Texas Diabetes Council's (TDC) Minimum Standards for Diabetes Care in Texas.

All activities shall be performed in accordance with the following documents:

- DSHS Request for Proposal (RFP) Community Diabetes Projects (CDP), RFP# DIAB/CDP-0461.1, issued on April 19, 2011;
- Contractor's FY2012 approved Proposal for Financial Assistance ;
- FY2015 Renewal Application for Community Diabetes Projects; and
- Contractor's FY2015 approved renewal application response.

These documents are incorporated by reference and made a part of this Program Attachment. Any changes to the approved Proposal shall be in writing and be approved by the DSHS Diabetes Program.

Contractor shall establish and maintain or actively participate in a broad-based community diabetes coalition that meets at least quarterly for the duration of this project to perform the project requirements outlined in Section II. E of the CDP RFP# DIAB/CDP-0461.1 issued on April 19, 2011.

Contractor's project coordinator and support staff shall attend all scheduled trainings in their entirety held by DSHS or partners unless prior approval is obtained from authorized DSHS Texas Diabetes Program staff for absences. Contractor's project coordinator and support staff shall attend required webinars and conference calls in their entirety held by DSHS or partners unless prior approvals is obtained from authorized DSHS Texas Diabetes Program staff for absences.

Contractor shall have and maintain procedures and tracking tools in a consistent, timely manner to document activities, services, and persons served that are measured in reports. Contractor shall use logs/sign-in sheets documenting classes conducted and the DSHS Program Management and Tracking System (PMATS) worksheets which documents demographic information that is inputted into PMATS. Contractor shall gather and submit baseline and follow-up evaluations using DSHS approved participant information sheet for all participants attending a series of classes.

Contractor shall provide evidence through its yearly formative evaluations and its end-of-project summative evaluation that Contractor is meeting project work plan goals outlined in project's impact and process objectives.

Contractor shall align any health care system components with the TDC's Minimum Standards of Care (flow sheet and algorithms). All project interventions shall be consistent with the TDC's strategic plan and DSHS priorities for the health of Texans: fitness through physical activity and nutrition, immunizations, and eliminating health disparities.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines including, but not limited to the following:

- Health and Safety Code, §12.012 and Chapter 103;
- Healthy People 2010, United States (U.S.) Department of Health and Human Services, November, 2000; and
- Diabetes Today. A Course on How to Build Skills to Plan and Implement Community Based Programs for Persons with Diabetes, U.S. Department of Health and Human Services, September 2000.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS Program, in writing, if it will not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall receive prior approval from DSHS on any proposed educational media campaigns for the public or health care professionals. This requirement does not apply to promotional campaigns for local events. Contractor shall use (National Diabetes Education Program (NDEP) materials whenever possible. Contractor must include the following credit on all printed, audio or visual materials developed as part of this program: "Funding provided by the Texas Diabetes Program, Department of State Health Services."

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total contract amount, Contractor's budget may be subject to a decrease for the remainder of the Program Attachment term. Vacant positions existing after ninety (90)

days may result in a decrease in funds.

PERFORMANCE MEASURES:

The performance measures are referenced in the approved work plan (Exhibit A) and will be used to assess, in part, Contractor's effectiveness in providing services described in this Program Attachment, without waiving the enforceability of any of the other terms of the Contract or any other method of determining compliance.

The numbers in the approved work plan (Exhibit A) indicate the minimum for each performance measure. This value is subject to change upon written agreement between DSHS and Contractor. Work plan activities and deadlines shall not be changed without prior approval from DSHS.

PROGRAMMATIC REPORTING SUBMISSION REQUIREMENTS:

Contractor shall enter data for program activities every month and submit quarterly reports into the Program Management and Tracking System (PMATS-web based reporting system) for Diabetes. Contractor shall provide a year-end summary, prepared in the format approved by DSHS. Contractor shall submit a sustainability plan report that clearly describes how the project will be sustained after funding ends. Contractor shall submit a summative evaluation within one (1) month of the end of the four-year project period.

Monthly reporting for the diabetes program consists of the activities for the previous month entered into PMATS. The quarterly report is cumulative reporting of the activities during each quarter as provided by the format in PMATS. PMATS tracks if the reports are late or on time.

Contractor shall maintain the documentation used to calculate key outcome performance measures.

See Programmatic Reporting Requirements section for required reports.

BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The Form B-13 can be found at the following link <http://www.dshs.state.tx.us/grants/forms/b13form.doc> . Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/ number below:

Department of State Health Services
Claims Processing Unit MC 1940
1100 West 49th Street
P. O. Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

8. Service Area

Webb County

This section intentionally left blank.

10. Procurement method:

Competitive

RFP

GST-2012-Solicitation-00037

DCPS GOLIVE DIAB/CDP PROPOSAL

11. Renewals:

Number of Renewals Remaining: 1 Date Renewals Expire: 08/31/2016

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

State

14. DUNS Number:

618150460

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Monthly activities per	Monthly	09/01/2014	09/30/2014	10/10/2014
Monthly activities per	Monthly	10/01/2014	10/30/2014	11/10/2014
Monthly activities per	Monthly	11/01/2014	11/30/2014	12/10/2014
Monthly activities per	Monthly	12/01/2014	12/31/2014	01/12/2015
Monthly activities per	Monthly	01/01/2015	01/31/2015	02/10/2015
Monthly activities per	Monthly	02/01/2015	02/28/2015	03/10/2015
Monthly activities per	Monthly	03/01/2015	03/31/2015	04/10/2015
Monthly activities per	Monthly	04/01/2015	04/30/2015	05/11/2015
Monthly activities per	Monthly	05/01/2015	05/31/2015	06/10/2015
Monthly activities per	Monthly	06/01/2015	06/30/2015	07/10/2015
Monthly activities per	Monthly	07/01/2015	07/31/2015	08/11/2015
Monthly activities per	Monthly	08/01/2015	08/31/2015	08/31/2015
Quarterly progress re	Quarterly	09/01/2014	11/30/2014	12/22/2014
Quarterly progress re	Quarterly	12/01/2014	02/28/2015	03/20/2015
Quarterly progress re	Quarterly	03/01/2015	05/31/2015	06/22/2015
Quarterly progress re	Quarterly	06/01/2015	08/31/2015	08/31/2015
Year end project surr	Annually	09/01/2014	08/31/2015	08/31/2015
Sustainability plan re	Annually	09/01/2014	08/31/2015	08/31/2015
Financial Status Rep	Quarterly	09/01/2014	11/30/2014	12/31/2014
Financial Status Rep	Quarterly	12/01/2014	02/28/2015	03/31/2015
Financial Status Rep	Quarterly	03/01/2015	05/31/2015	06/30/2015
Financial Status Rep	Quarterly	06/01/2015	08/31/2015	10/15/2015

Submission Instructions:

Contractor shall enter data for program activities every month and submit quarterly reports into the Program Management and Tracking System (PMATS-web based reporting system) for Diabetes. Contractor shall provide a year-end summary, prepared in the format approved by DSHS. Contractor shall submit a sustainability plan report that clearly describes how the project will be sustained after funding ends. Contractor shall submit a summative evaluation within one (1) month of the end of the four-year project period.

Monthly reporting for the diabetes program consists of the activities for the previous month entered into PMATS. The quarterly report is cumulative reporting of the activities during each quarter as provided by the format in PMATS.

PMATS tracks if the reports are late or on time.

16. Special Provisions

General Provisions, General Terms, Article XV, Amendment Section 15.15, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

“STATEMENT OF WORK, SPECIAL PROVISION(S):

Notwithstanding any provision to the contrary, contractor's geographic service area is limited to the city of Laredo, TX and does not extend to all of Webb County.”

17. Documents Forming Contract. The Contract consists of the following:

- | | |
|-----------------------------|---|
| a. Contract (this document) | 2015-001276-00 |
| b. General Provisions | Subrecipient General Provisions |
| c. Attachments | Budgets |
| d. Declarations | Certification Regarding Lobbying, Fiscal Federal Funding
Accountability and Transparency Act (FFATA) Certification |
| e. Exhibits | Exhibit A |

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	City of Laredo
Vendor Identification Number:	17460015732

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Telephone Number

E-mail Address

City of Laredo Health Department

By:
Signature of Authorized Official

Date

Name and Title

Address

City, State, Zip

Telephone Number

E-mail Address

Budget Summary

Organization Name: City of Laredo Health Department

Program ID: DIAB/CDP

Contract Number: 2015-001276-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$43,472.00		\$0.00	\$43,472.00
Fringe Benefits	\$23,287.00		\$0.00	\$23,287.00
Travel	\$2,049.00		\$0.00	\$2,049.00
Equipment	\$0.00		\$0.00	\$0.00
Supplies	\$0.00		\$0.00	\$0.00
Contractual	\$9,462.00		\$0.00	\$9,462.00
Other	\$1,730.00		\$0.00	\$1,730.00
Total Direct Costs	\$80,000.00	\$0.00	\$0.00	\$80,000.00
Indirect Costs	\$0.00		\$0.00	\$0.00
Totals	\$80,000.00	\$0.00	\$0.00	\$80,000.00

Exhibit A

Organization Name: City of Laredo Health Department

Contract Number: 2015-001276-00

Program ID: DIAB/CDP

Contract Term: 09/01/2014 - 08/31/2015

Program Name: Community Diabetes Project

City of Laredo Health Department Performance Measures

Coalition Meetings -

__4__ (# of meetings)

Organizational changes impacting community systems, policy, and/or environments in different community sectors (e.g., health systems, worksites /businesses (including food industry), faith communities, nonprofits, government, neighborhoods, recreation, and schools) -

__2__ (# of changes)

Diabetes self-management classes in English (e.g., CDC diabetes self-management program, "Do Well, Be Well" (Texas Cooperative Extension Service), or other DSHS approved models) or similar activities -

__36__ (# of classes, not series)

__270__ (#of encounters)

__45__ (# completing series)

Diabetes self-management classes in Spanish (e.g., CDC diabetes self-management program, "Do Well, Be Well" (Texas Cooperative Extension Services) or other DSHS approved models) or similar activities -

__54__ (# of classes, not series)

__486__ (#of encounters)

__81__ (# completing series)

Physical activity - ongoing activity groups and events -

__191__ (# of sessions)

__1839__ (# of encounters)

__201__ (# completing)

Psychosocial support groups-English -

__0__ (# of sessions)

__0__ (# of encounters)

Psychosocial support groups-Spanish

__12__ (# of sessions)

__72__ (# of encounters)

Series of English food and nutrition classes

__18__ (# of classes, not series)

__162__ (# of encounters)

__54__ (# completing series)

Series of Spanish food and nutrition classes

__24__ (# of classes, not series)

__135__ (# of encounters)
__45__ (# completing series)

Unduplicated participants served (refer to definitions) -
__135__ (# unduplicated participants)

Provider Education (Only TDC Minimum Standards of Care [flow sheet, toolkit and/or algorithms) -
__30__ (# of providers reached)
__30__ (# of TDC materials distributed to providers)

Public health information activities:
*Television __12__ (# of spots)
__12__ (# of times spots will run)

Radio -
__6__ (# of spots)

Print media (e.g., newspapers, church bulletins, business inserts or newsletters) -
__12__ (# of print media distributed)

Outdoor/Mobile advertising (e.g., bill boards, bus benches, ads inside buses, etc.) -
__2__ (# of advertisements)

Web site activities –Walk Across Texas -
__0__ (# of persons accessing web pages)

Materials Distribution (e.g., brochures, posters, from National Diabetes Education Program, TDC/DSHS and other sources) -
__1250__ (# of total materials distribution)

SEE FORM G: Performance Measures Guidelines below:

__1__ % Percent decrease in average waist circumference

__1__ % Percent decrease in average BMI

__1__ % Percent decrease in average A1c – self-report

__2__ % Percent decrease in average fasting blood glucose – self-report

__2__ % Percent decrease in average blood pressure

__2__ % Percent decrease in average cholesterol – self-report

__2__ % Percent decrease in average triglycerides – self-report

__60__ % Percentage of participants receiving recommended exams and immunizations (foot, eye, dental) – self-report

__100__ Number of participants who received a referral to cessation services

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2015-046178 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and CITY OF LAREDO HEALTH DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$159,171.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2015-046178-001 CHS - PRIMARY HEALTH CARE
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: CITY OF LAREDO
Address: PO BOX 579
LAREDO, TX 78042-0579
Vendor Identification Number: 17460015732021

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF LAREDO HEALTH DEPARTMENT

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Evelyn Delgado

Printed Name and Title

Assistant Commissioner for Family and
Community Health Services

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

512.776.7321

Telephone Number

Evelyn.Delgado@dshs.state.tx.us

E-mail Address for Official Correspondence

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Cynthia Collazo, Deputy City Manager

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

SUBJECT

Public hearing and introductory ordinance amending Chapter 6, "Animals and Fowl," Article III, "Small Animals and Fowl," Section 6-43, Subsection (b) of the Code of Ordinances providing further clarification on the exceptions of dogs running at large and amending Article VII, "Applications, Registration, Permits, Fees and Penalties" Section 6-119 by establishing an annual Trainer Permit Fee of \$25.00; providing for publication and an effective date. **(Approved by Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On July 18, 2011, Council approved Ordinance 2011-O-093.

BACKGROUND

The City of Laredo has rules and regulations for disease control and prevention as per the state public health act and local ordinances, in particular for zoonosis and rabies control, animals and fowl, livestock and wild animals. The proposed revised ordinance provides further clarification on the exceptions of dogs running at large. Chapter 6, Animals and Fowl, Article VII, Section 6-119, establishes an annual trainer permit fee of \$25.00.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council introduce the Ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Revenues collected will be deposited into account number 226-0000-355-5022.

Attachments

Ordinance

ORDINANCE

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 6, "ANIMALS AND FOWL," ARTICLE III, "SMALL ANIMALS AND FOWL," SECTION 6-43, SUBSECTION (B) OF THE CODE OF ORDINANCES PROVIDING CLARIFICATION ON THE EXCEPTIONS OF DOGS RUNNING AT LARGE AND AMENDING ARTICLE VII, "APPLICATIONS, REGISTRATION, PERMITS, FEES AND PENALTIES" SECTION 6-119 BY ESTABLISHING AN ANNUAL TRAINER PERMIT FEE OF \$25.00; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Laredo has rules and regulations for disease control and prevention as per the state public health act and local ordinances, in particular for zoonosis and rabies control, animals and fowl, livestock and wild animals. The proposed revised ordinance provides clarification on the exceptions of dogs running at large; and

WHEREAS, Chapter 6, Animals and Fowl, Article VII, Section 6-119, establishes an annual trainer permit fee of \$25.00.

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

Section 1: The Code of Ordinances is amended as follows:

Sec. 6-43. Dogs running at large prohibited; exceptions.

- (a) It shall be unlawful for any person owning, keeping or having in his possession or control any dog to allow such dog to run at large upon the streets, sidewalks or public grounds of the city, or to allow any dog to run at large upon or about the residence, lot or lands of any person other than the owner of such dog. Any dog on the streets, sidewalks or public grounds of the city, or on the residence, lot or lands of any person other than the owner of the dog, shall be considered to be at large in violation of this section; except that a dog under the control of a person by means of a chain, rope, cord, or leash not more than ten (10) feet in length and of sufficient strength to control the action of the dog shall not be deemed to be running at large, provided such person is physically able to, and does, restrain such dog.
- (b) The provisions of this section shall not apply to the following.
 - (1) Any dog entered in any dog show or exhibition held in the city, while the dog is actually engaged in such show or exhibition but must comply at all times with rabies vaccination and pet registration requirements.
 - (2) ~~[Any dog]~~ While a dog is actively engaged in obedience training, accompanied by and ~~[in the presence]~~ under the control of his owner, master or trainer, ~~[while the dog is actually engaged in dog obedience training,]~~ provided the person training such dog has in his/her possession a dog leash at least five (5) feet and not more than ten (10) feet in length and of sufficient strength to control the dog and further, that the dog is actually enrolled in or has graduated from an obedience training school which has been approved by the City of Laredo Health Department.

The pets must also comply at all times with rabies vaccination and pet registration requirements. If in a public place (i.e. park), training must be confined to designated areas for pets and comply with local public rules (i.e. picking up droppings, staying in designated areas, maintaining pet on a leash accompanied by owner and/or trainer at all times).

- (3) Any dog used by a blind person to aid the person in going from place to place, while the dog is being used by the person for such purpose in the city.

Sec. 6-119. Registration, vaccination and permit fees.

Registration fees will not go into effect until August 1, 2011.

- (a)(1) Spayed Or Neutered Dog Or Cat Registration Fee\$ 2.00
(2) Intact Dog Or Cat Registration Fee5.00
(3) Reserved.
(4) Microchip fee is the actual cost plus any associated costs (shipping, handling and sales tax if appropriate).
(5) An administrative fee not to exceed twelve dollars (\$12.00) will be added (if chip is inserted by health department) in addition to the cost of the microchip.
- (b)(1) Spayed Or Neutered Dog Or Cat Rabies Vaccination Fee12.00
(2) Intact Dog Or Cat Rabies Vaccination Fee12.00
- (c) Litter Permit Fee/per litter/dog15.00
- (d) Special Permit Fee15.00
- (e) Circuses Permit Fee/event200.00
- (f) Grooming Shop Permit Fee25.00
- (g) Performing Animal Exhibit Permit Fee (horse show, dog show)/event25.00
- (h) Pet Store/Pet Shop Permit Fee:
(1) Selling only birds, fish, mice, rats and gerbils25.00
(2) All other pet stores50.00
- (i) Petting Zoo Permit Fee (Temporary; Less Than Ten (10) Days)25.00
- (j) Rodeo Permit Fee200.00
- (k) Lost or Damaged Animal Traps Fee50.00
- (l) Tissue Fee (Animal Brain Diagnostic) For Preparation, Processing, And Shipment50.00
- (m) Dangerous Dog Registration Fee100.00
- (n) Livestock Fee200.00
- (o) Impoundment Fee15.00
25.00 observation
- (p) Boarding and Care/day\$10.00
\$20.00 for livestock
- (q) Voluntary Surrender15.00
- (r) Adoption Fee60.00
- (s) Spay and neuter fee50.00
- (t)Trainer permit fee25.00 (to be renewed on an annual basis)

Section 2: Revenues collected will be deposited into account number 226-0000-355-5022.

Section 3: The City Manager is hereby authorized to make transfers within the budget to meet the necessary costs to accomplish the scope of work for the project.

Section 4: This ordinance shall become effective no less than sixty (60) days from the date of public hearing on this Ordinance, in accordance with 2.09 (b) of the City Charter.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
_____ DAY OF _____, 2014.**

**RAUL G. SALINAS
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

APPROVED AS TO FORM:

**RAUL CASSO
CITY ATTORNEY**

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

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Cynthia Collazo, Deputy City Manager

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

SUBJECT

Public hearing and introductory ordinance amending Chapter 15, "Health and Sanitation," Article IV, "Tire Business Registration Program," of the Code of Ordinances providing clarification on definitions; establishing new rules and regulations regarding the sale of new or used tires; the requirements of proper signage within establishments that sell new or used tires; establishing a deposit fee of \$20.00 per tire and disposal fee not to exceed \$5.00; providing for publication and an effective date. **(Approved by Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On July 15, 2013, Council approved Ordinance 2013-O-078.

BACKGROUND

Tires provide habitats for rodents, insects, and other vectors that serve as potential health hazards and specially serves as an excellent breeding ground for mosquitoes that may carry diseases such as West Nile Fever, Dengue Fever and Chikungunya Fever. They are also a fire and safety hazard as they continue to be improperly disposed and kept throughout the City of Laredo. It is the intent of the City of Laredo to provide for the public health, safety and welfare of its residents as it relates to the proper disposal of solid waste including tires in the City which has an enormous quantity. This amendment along with other preventive, sanitation, integrated pest management and recycling services will help eliminate the health hazard and the fiscal and waste management problem resulting from such improper activity through the establishment of rules and regulations for the purchase and disposal of new and used tires and implemented a deposit fee of \$20.00 per tire and a disposal fee not to exceed \$5.00 is a added effort to assist in the public's welfare.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council introduce the Ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Estimated additional revenues for tire business registration will be deposited into revenue line item 226-0000-311-1031.

Attachments

Ordinance

ORDINANCE

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 15, "HEALTH AND SANITATION," ARTICLE IV, "TIRE BUSINESS REGISTRATION PROGRAM," OF THE CODE OF ORDINANCES PROVIDING CLARIFICATION ON DEFINITIONS; ESTABLISHING NEW RULES AND REGULATIONS REGARDING THE SALE OF NEW OR USED TIRES; THE REQUIREMENTS OF PROPER SIGNAGE WITHIN ESTABLISHMENTS THAT SELL NEW OR USED TIRES; ESTABLISHING A DEPOSIT FEE OF \$20.00 PER TIRE AND DISPOSAL FEE NOT TO EXCEED \$5.00; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, tires provide habitats for rodents, insects, and other vermin and serve as excellent breeding grounds for mosquitoes that carry diseases and present a fire hazard; and

WHEREAS, tires continue to be improperly disposed of throughout the City of Laredo; and

WHEREAS, it is the intent of the City of Laredo to provide for the public health, safety and welfare of its residents as it relates to the improper disposal of tires in the City, and to eliminate the fiscal and waste management problem resulting from such improper activity; and

WHEREAS, the City of Laredo has established rules and regulations for the purchase and disposal of new and used tires and implemented a deposit fee of \$20.00 per tire and a disposal fee not to exceed \$5.00;

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

Section 1: Chapter 15 "Health and Sanitation," Article IV "Tire Business Registration Program" of the City of Laredo Code of Ordinances, is hereby amended as follows:

Sec. 15-59. Definitions.

As used in this article, the following words shall have the meaning herein ascribed to them:

Health director shall mean the person designated as being director of the Health Department of the City of Laredo or his authorized representative(s) empowered to enforce the provisions of this article.

Manifest shall mean a form or document used for identifying the quantity, inventory, and the origin, routing, and destination of tires during transportation from the point of generation, through any intermediate points, to an end user, processor or disposer.

Mobile tire repair road service unit shall mean and include any motorized vehicle affiliated with a tire business and stationed at a permanent establishment that is occupied, used or maintained for the purpose of providing tire repair road services, and that includes selling, offering or exposing for sale, keeping

with the intention to sell, generating, transporting, repairing, processing, storing, utilizing, and disposing of any and all types of tires.

New tire shall mean a whole tire that is being sold to the first retail purchaser for its original intended purpose.

Scrap tire shall mean a whole tire that can no longer be used for its original intended purpose. A whole used tire that can be used for its original intended purpose is not a scrap tire. A tire with less than 2/32" of remaining tread depth shall be considered a scrap tire.

Street or public right-of-way shall mean the surface of, and the space above and below a public street, road, highway, freeway, land, path, public way or place, alley, court, boulevard, parkway, drive, or other easement now or hereafter held by or under the control of the city, to which the city holds the property rights in regard to the use for utilities, excluding easements not intended for public works or public utility facilities but shall not include property of city which is not a dedicated public right-of-way, street, highway, or alley. Neither the inclusion of this definition nor the provisions hereof shall be construed to grant any right or privilege to utilize or occupy the city rights-of-way absent an expressed agreement of the city or by authority expressly granted by state law.

Tire shall mean a continuous solid or pneumatic rubber covering encircling the wheel of a motorcycle, automobile, truck, trailer, tractor or other vehicle.

Tire business shall mean and include any place or establishment occupied, used or maintained for the purpose of offering or exposing for sale (for either retail or wholesale), keeping with the intention to sell, generating, transporting, repairing, processing, storing, utilizing, and disposing of any and all types of tires.

Tire business operator(s) shall mean the individual(s) having supervisory or management responsibilities, as well as any other person working in a tire shop or mobile tire repair road service units who may be the person in charge at any given time.

Tire recycling facility shall mean a state registered facility that processes, conducts energy recovery or recycles scrap tires.

Tire retailer shall mean and include any place or establishment that sells retail new and used tires to the general public.

Used tire shall mean a whole tire that can be used for its original intended purpose and no longer meets the definition of a new tire.

Sec. 15-69. – General Prohibitions.

It shall be unlawful for any tire retailer to sell new or used tires to customers without charging customers a tire deposit except as outlined by this ordinance.

Sec. 15-70. - Requirements.

All tire retailers are required to charge the customer a tire deposit as outlined in this ordinance.

All tire retailers are required to post clear signage notifying customers of the requirement for a tire deposit on the retail sale of new and used tires. This signage shall also state that the deposit shall not be charged to the customer if a scrap or used tire is returned to the tire retailer at the time of purchase and or that this deposit shall be returned to the customer at a later date with valid receipt in exchange for a scrap or used tire by the customer.

Sec. 15-71. - Deposit.

All retail sales of new and used tires shall require a tire deposit of twenty dollars (\$20.00) per tire in addition to the purchase price for each new or used tire. This deposit is waived, in exchange for a scrap or used tire at time of purchase or may be refunded at a later date (a minimum of seven days) with valid receipt and in exchange for scrap or used automotive tire by the customer. The deposit shall also be waived if the customer has an exchange tire mounted to a rim at time of purchase of a new or used tire.

The deposit shall be waived regardless of size, age, condition, type, and manufacturer of the scrap or used tire surrendered by the customer.

If the customer turns in a scrap tire at time of the purchase of a new or used tire, the customer shall not be charged the tire deposit.

The tire retailer may charge a disposal not to exceed \$5.00 to dispose of scrap or used tires collected from the customer. The tire retailer shall provide disposal services for scrap tires to customers in accordance to all federal, state, and local laws.

Section 2: That if any of these sections, provisions, sentences, clauses, phrases or parts are held unconstitutional or void, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

Section 3: That all ordinances that are in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 5: That after its passage by City Council, this Ordinance shall be published one (1) time and become effective not less than sixty (60) days from the date of the public hearing on this Ordinance, in accordance with the City Charter.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
_____ DAY OF _____, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Carlos Villarreal, City Manager

Staff Source: Rosario Cabello, Finance Director and Martin Aleman, Budget Manager

SUBJECT

Public hearing and introductory ordinance adopting the proposed Annual Budget for fiscal year 2014-2015 by appropriating the proposed revenues, expenditures and balances reported therein for the year beginning October 1, 2014 and ending September 30, 2015, consistent with the financial plan described in said annual budget (see Exhibit "A") and motions approved by City Council at public workshops (see Exhibit "B") and authorizing the City Manager to implement said annual budget.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Section 6.04 of the City Charter requires that a City budget be prepared, and it shall contain a general summary of its contents, a detail of estimated income, indicating the proposed property tax levy, with estimated collectible and uncollectible amounts, and all proposed expenditures, including debt service, for the ensuing fiscal year, and it must be arranged as to show comparative figures for estimated income and expenditures for the current fiscal year and actual income and expenditures of the preceding year.

Section 6.06 of the City Charter requires that the Council shall publish on five separate days in a newspaper of general circulation in the City a notice of the general summary of the budget and capital improvements projects. The notice must state: (1) the times and places where copies of the budget are available for inspection by the public, and (2) the time and place, not less than fourteen (14) calendar days after such publication, for a public hearing on the budget. The dates of publication were August 6th through the 10th. The Council shall hold at least one public hearing during the period of its consideration.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends introduction of this ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

See Exhibit "A" and "B." Reference City of Laredo Annual Budget 2014-2015. In accordance to accounting and statutory requirements budget totals include all related transfers between funds.

Attachments

Intr. Ordinance

Consolidated Budget

Motions

PUBLIC HEARING AND INTRODUCTORY ORDINANCE

ADOPTING THE PROPOSED ANNUAL BUDGET FOR FISCAL YEAR 2014-2015 BY APPROPRIATING THE PROPOSED REVENUES, EXPENDITURES AND BALANCES REPORTED THEREIN FOR THE YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015, CONSISTENT WITH THE FINANCIAL PLAN DESCRIBED IN SAID ANNUAL BUDGET (SEE EXHIBIT “A”) AND MOTIONS APPROVED BY CITY COUNCIL AT PUBLIC WORKSHOPS (SEE EXHIBIT “B”) AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT SAID ANNUAL BUDGET.

WHEREAS, on July 30, 2014, Council was presented with the Proposed 2014-2015 Annual Budget as required by The City of Laredo Charter Section 6.02 Submission Of Budget: “At least sixty (60) days before the end of the fiscal year, the City Manager shall present to the Council a budget for the ensuing fiscal year with an accompanying message”; and

WHEREAS, on August 12, 2014, Council held a public workshop to review the Proposed 2014-2015 Annual Budget;

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

1. The Annual Budget for Fiscal Year 2014-2015 as amended during the budget workshops is hereby adopted; and
2. The following appropriations for Fiscal Year 2014-2015 are hereby authorized as further detailed in Exhibit “A” and incorporated as if set out at length herein:

Total Operating Expenditures and Transfers.....\$593,291,236

3. This ordinance incorporates as if set out here at length the motions approved by City Council attached as Exhibit “B.”
4. The City Manager is hereby authorized to implement the said budget for the Fiscal Year beginning October 1, 2014 and ending September 30, 2015.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
2nd DAY OF SEPTEMBER, 2014.**

RAUL G. SALINAS
Mayor

ATTEST:

GUSTAVO GUEVARA, JR.
City Secretary

APPROVED AS TO FORM:

RAUL CASSO
City Attorney

CITY OF LAREDO
CONSOLIDATED BUDGET
FY 2014-2015

FUND	Beginning Balance 10/01/14	Revenues Excluding Transfers	Transfers	Revenues Including Transfers	Total Available	Operating Expenditures & Transfers	Closing Balance 9/30/15
GOVERNMENTAL FUNDS							
GENERAL FUND	\$42,642,878	\$148,984,782	\$20,083,351	\$169,068,133	\$211,711,011	\$169,116,705	\$42,594,306
SPECIAL REVENUE FUNDS							
Community Development	-	3,659,017	-	3,659,017	3,659,017	3,659,017	-
Housing Rehab	41,433	48,000	-	48,000	89,433	48,000	41,433
Home Investment Partnership	-	767,407	-	767,407	767,407	767,407	-
Emergency Solutions Grant	-	292,883	-	292,883	292,883	292,883	-
Laredo Public Facility Corporation	-	690	-	690	690	690	-
Auto Theft Task Force	-	638,544	251,837	890,381	890,381	890,381	-
Financial Task Force	2,432,407	1,377,457	-	1,377,457	3,809,864	1,252,457	2,557,407
Health Fund	-	12,944,476	4,483,600	17,428,076	17,428,076	17,428,076	-
Special Police Program	-	1,900,360	163,343	2,063,703	2,063,703	2,063,703	-
Airport	5,410,817	6,000,474	600,000	6,600,474	12,011,291	11,267,804	743,487
Hotel-Motel Tax	3,701,718	4,480,784	-	4,480,784	8,182,502	4,465,599	3,716,903
PEG Fund	499,185	279,971	-	279,971	779,156	779,156	-
Mercado Management	228,857	-	-	-	228,857	228,857	-
Recreation Fund	450,357	452,968	552,519	1,005,487	1,455,844	1,119,319	336,525
Environmental Services	2,026,650	4,300,000	-	4,300,000	6,326,650	4,967,044	1,359,606
Environmental Services Capital Project	-	9,569	-	9,569	9,569	9,569	-
Stormwater Improvement	2,111,875	2,469,600	-	2,469,600	4,581,475	4,581,475	-
Convention & Visitor's Bureau	-	323,959	2,670,551	2,994,510	2,994,510	2,994,510	-
Parking Meters Fund	1,208,203	2,601,850	-	2,601,850	3,810,053	2,560,937	1,249,116
Sports and Community Venue	17,516,609	8,302,905	-	8,302,905	25,819,514	6,921,461	18,898,053
Sports and Community Venue Debt Service	2,400,456	6,500	3,790,482	3,796,982	6,197,438	3,868,818	2,328,620
Laredo Energy Arena	27,874	3,726,236	1,541,466	5,267,702	5,295,576	5,267,702	27,874
FAA Noise Abatement Lease Prg	569,906	1,450,536	-	1,450,536	2,020,442	1,577,888	442,554
911 Regional Communication	-	1,673,311	-	1,673,311	1,673,311	1,673,311	-
Keep Laredo Beautiful	-	25,000	114,000	139,000	139,000	139,000	-
Police Trust Fund	-	6,161,800	-	6,161,800	6,161,800	6,161,800	-
DEBT SERVICE FUNDS							
Debt Service	3,252,116	16,602,353	7,526,151	24,128,504	27,380,620	24,711,596	2,669,024
PERMANENT FUND							
Canseco Endowment Fund	20,521	200	-	200	20,721	2,500	18,221
CAPITAL PROJECTS FUNDS							
Capital Improvements Fund	3,051,905	13,057,058	4,252,149	17,309,207	20,361,112	20,361,112	-
Airport Construction Fund	-	13,688,345	2,550,000	16,238,345	16,238,345	16,238,345	-
Capital Projects	-	150,663	-	150,663	150,663	150,663	-

CITY OF LAREDO
CONSOLIDATED BUDGET
FY 2014-2015

FUND	Beginning Balance 10/01/14	Revenues Excluding Transfers	Transfers	Revenues Including Transfers	Total Available	Operating Expenditures & Transfers	Closing Balance 9/30/15
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PROPRIETARY FUNDS

ENTERPRISE FUNDS

Bridge System / Operating	\$1,920,741	\$56,351,811	-	\$56,351,811	\$58,272,552	\$56,250,242	\$2,022,310
Bridge Construction	600,258	4,668	-	4,668	604,926	604,926	-
Bridge System Debt Service	4,169,047	24,370	10,112,982	10,137,352	14,306,399	10,344,668	3,961,731
Bridge System EI Portal Project	-	75	-	75	75	75	-
Bridge System 2008 Bond	-	991	-	991	991	991	-
Bridge Refrigerated Inspection Facility	63,750	15,000	15,000	30,000	93,750	30,000	63,750
Laredo Metro, Inc. & Transit System	1,957,817	16,142,151	6,643,905	22,786,056	24,743,873	24,243,873	500,000
Municipal Housing	2,144,087	1,414,635	-	1,414,635	3,558,722	2,817,307	741,415
Solid Waste Management	9,646,005	20,803,142	-	20,803,142	30,449,147	20,465,606	9,983,541
Solid Waste Capital Projects	-	6,058	-	6,058	6,058	6,058	-
Solid Waste Debt Service	-	-	3,864,680	3,864,680	3,864,680	3,864,680	-
Water System / Operating	16,021,171	42,705,615	-	42,705,615	58,726,786	45,296,882	13,429,904
Water System Debt Service	13,734,732	48,189	16,735,978	16,784,167	30,518,899	16,716,689	13,802,210
Water Operational Construction	-	-	1,707,513	1,707,513	1,707,513	1,707,513	-
Water Availability	2,931,566	917,955	-	917,955	3,849,521	1,067,969	2,781,552
Water - Capital Projects	-	142,517	-	142,517	142,517	142,517	-
Sewer System / Operating	27,159,303	33,934,096	-	33,934,096	61,093,399	30,735,266	30,358,133
Sewer Operational Construction	-	-	1,114,119	1,114,119	1,114,119	1,114,119	-
Sewer System Debt Service	8,733,639	36,446	9,730,679	9,767,125	18,500,764	9,612,508	8,888,256
Sewer Bonds	-	89,636	-	89,636	89,636	89,636	-

INTERNAL SERVICE FUNDS

Fleet Management	709,820	7,031,587	5,950,000	12,981,587	13,691,407	13,444,391	247,016
Risk Management	1,133,206	(21,496)	7,100,470	7,078,974	8,212,180	7,912,180	300,000
Information Services and Telecommunications	-	15,955	2,929,580	2,945,535	2,945,535	2,945,535	-
Health and Benefits	6,057,405	7,722,431	18,722,960	26,445,391	32,502,796	26,669,518	5,833,278

FIDUCIARY FUNDS

AGENCY FUND

City Annuity	-	144,690	1,495,612	1,640,302	1,640,302	1,640,302	-
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TOTAL	\$184,576,314	\$443,908,220	\$134,702,927	\$578,611,147	\$763,187,461	\$593,291,236	\$169,896,225
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Revenue Excluding Transfers	\$443,908,220	Total Operating Expenditures	\$593,291,236
Decrease in Fund Balance	<u>\$14,680,089</u>	Less Operating Transfers	<u>\$134,702,927</u>
Total Net Operating Budget	<u><u>\$458,588,309</u></u>		<u><u>\$458,588,309</u></u>

CITY OF LAREDO
"Amendments as made during Budget Workshops"
FY 2014-2015

Motion No.	Date	Motion	Fund	Revenue	Expenditure
1	8/12/2014	Motion to instruct the City Manager to increase cost of living adjustment (COLA) from 2% to 3% for non collective bargaining agreement City employees (excludes Police and Fire).	All	N/A	N/A
2	8/12/2014	Motion to instruct the City Manager to fund \$5,000 for the boxing club from other sources of funding as long as it can be interchanged with discretionary funds from District III plus a \$500 donation to be provided from a campaign contribution from District V (Councilman Alex Perez, III, and Councilman Roque Vela, respectively).	101	N/A	N/A
3	8/12/2014	Motion to instruct the City Manager to increase Hotel/Motel 3rd Party funding for FY 2016, based on the percentage increase generated for the respective year's Hotel/Motel budget.	244	N/A	N/A
4	8/12/2014	Motion to instruct the City Manager to increase the Certificates of Obligations for the Bartlett Street Improvements from \$5,150,000 to \$6,000,000.	All	N/A	N/A

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Raymond E. Garner, Chief of Police

SUBJECT

Public hearing and introductory ordinance amending Article II of Chapter 26 (Police) of The Code of Ordinances, specifically Section 26-27 (Fees for Documents and Services), by adding a new subsection (G) entitled "Vehicle Inspection" to authorize assessment and collection by the Police Department Auto Theft Task Force of a \$40.00 Vehicle Inspection Fee to defray the cost for conducting reassignment of vehicle identification number inspections, pursuant to §501.033 of the Texas Transportation; providing for publication and an effective date. **(Approved by Operations Committee)**

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Section 501.033 of the Texas Transportation Code addresses assignment of vehicle identification numbers for certain vehicles requiring an Application for Assigned or Reassigned Number to accompany title transfer documents that result from auction sales, foreign vehicles, mechanic's liens, storage liens, and title hearings. In addition to the application, the state also requires an inspection report from a law enforcement officer who is a member of an auto theft unit.

The inspection process consists of a significant investment of human resources that includes verifying a public with a confidential vehicle identification number. Senate Bill 1356 was passed during the 81st Texas Legislature to defray the costs incurred by agencies conducting vehicle inspections. Section 501.033 of the Texas Transportation Code was thereby amended to add a new subsection (e) that authorized law enforcement agencies such as the Laredo Police Department to impose a \$40 administrative fee to be credited to the general fund.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this ordinance as presented.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Monies collected for this fee shall be deposited into the General Fund.

Attachments

Vehicle Inspection Fee Public Hearing and Intro Ordinance

Public Hearing and Introductory Ordinance

AMENDING ARTICLE II OF CHAPTER 26 (POLICE) OF THE CODE OF ORDINANCES, SPECIFICALLY SECTION 26-27 (FEES FOR DOCUMENTS AND SERVICES), BY ADDING A NEW SUBSECTION (G) ENTITLED “VEHICLE INSPECTION” TO AUTHORIZE ASSESSMENT AND COLLECTION BY THE POLICE DEPARTMENT OF A \$40.00 VEHICLE INSPECTION FEE TO DEFRAY THE COST FOR CONDUCTING REASSIGNMENT OF VEHICLE IDENTIFICATION NUMBER INSPECTIONS, PURSUANT TO §501.033 OF THE TEXAS TRANSPORTATION; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Laredo is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Home Rule Charter duly adopted; and

WHEREAS, the City of Laredo possesses all the rights, powers, and authorities possessed by all home rule municipalities to regulate the fees for services provided; and

WHEREAS, a municipal law enforcement agency, pursuant to Chapter 501 of the Texas Transportation Code, as amended, has the authority to impose a fee for vehicle identification number inspection; and

WHEREAS, the Laredo City Council has determined that there is a valid need to amend Chapter 26, Article II, Section 26-27 “Fees for Documents and Services” to allow the Laredo Police Department to charge \$40 in exchange for such vehicle inspection services.

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

Section 1: Article II of Chapter 26 “Police,” of the Laredo Code of Ordinances, specifically Section 26-27, be and is hereby amended by incorporating a new subsection (g) entitled “Vehicle Inspection,” without repeal, amendment or change to any other article, to read as follows:

Sec. 26-27. Fees for Documents and Services.

(a) *Case/incident reports.* The police department is hereby authorized to charge in accordance with the Texas Public Information Act for each case/incident report.

(b) *Traffic accident reports, searches and certifications.*

(1) *Copies.* The police department is hereby authorized to charge a fee of six dollars (\$6.00) for each traffic accident report. Additional copies are also six dollars (\$6.00), or the maximum allowed by state law.

(2) *Certification of document.* The police department is authorized to charge two dollars (\$2.00), or the maximum allowed by state law, to certify an accident report if requested by customer.

(3) *Certification that no report or information is on file.* Upon request, the department can issue a certification that no traffic accident report or information is on file for a fee of six dollars (\$6.00), or the maximum allowed by state law.

(c) *Arrest record documents and searches.*

(1) A fee of ten dollars (\$10.00) will be charged to individuals requesting an arrest record search. This fee includes providing and/or signing a form/letter stating the results were negative.

(2) A fee of twelve dollars (\$12.00) will be charged to individuals requesting an arrest record search. This fee includes providing and/or signing a form or letter stating the results of the search were positive and listing all offenses, dates and dispositions.

(3) A request for crime data and/or other related information will be charged in accordance with the Public Information Act.

(d) *Fingerprint work.* The police department is hereby authorized to charge a fee of ten dollars (\$10.00) for any fingerprint work performed. Each fingerprint card will be charged at the rate of ten dollars (\$10.00), or the maximum allowed by state law.

(e) *Notarization or certification of documents.* A fee of six dollars (\$6.00) shall be charged for notarization or certification of an arrest record, a clearance letter, or any other document provided by the police department, excluding traffic accident reports charged as stated in subparagraph (b).

(f) *Exemption for law enforcement agencies.* Fees will be waived for law enforcement agencies requesting copies and/or services listed herein for initial requests. Duplicate requests for information/services will be charged in accordance with this division.

(g) Vehicle Inspection. A fee of forty dollars (\$40.00) shall be charged for Vehicle Identification Number (VIN) inspection reports required by the Texas Department of Motor Vehicles when applying for Assigned or Reassigned Numbers.

Section 2. No other provision of the Laredo Code of Ordinances is amended hereby. All other provisions shall remain in effect.

Section 3. The City Secretary is hereby directed to publish notice of this ordinance as required by Section 2.09 (D) of the City Charter of the City of Laredo.

Section 4. The publishers of the City Code of Laredo are authorized to amend said Code to reflect the changes adopted herein, 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 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 THE
_____ DAY OF _____, 2014.**

**RAUL G. SALINAS
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

APPROVED AS TO FORM:

**RAUL CASSO
CITY ATTORNEY**

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Carlos Villarreal, Lessee; Fava Square LLC, Owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lot 6A, Block 1, Vista Hermosa Subdivision, Unit III, located at 5509 McPherson Road; providing for publication and effective date.

Staff is in support of the application and the Planning & Zoning Commission recommends in favor of the zone change. District V

PREVIOUS COUNCIL ACTION

A request for an SUP application for a restaurant selling alcohol was tabled at the regular meeting of November 13, 2013.

BACKGROUND

Council District: V – The Honorable Roque Vela, Jr.

Proposed use: Restaurant selling alcohol

Site: The site is occupied by La Estancia Restaurant.

Citation: The previously existing E Bar was cited by Zoning Officer Villa on June 23, 2012 for operating a bar in a B-3 (Community Business District).

Surrounding land uses: West of the site are the Hillside Recreation Center, Blas Castañeda Park, and the Mission Viejo condominiums. To the north is McPherson Plaza, a strip mall containing Stitch and Print Embroidery, YuKids Play, Tortas Yukon, Cordona, Inc., F Bar, vacant (former restaurant), Cabinets By Design, Laredo School and Medical Uniforms, ProNails, Nieto-Speer Insurance, SGL – Saenz Global Logistics, Lan-Tech Computers, XFit Reloaded, vacant suites, and Flores, Sanchez and Chu, PLLC. To the east are single-family residences and Newman Elementary School. South of the site are Cowboys, Sonic, EZ Pawn, CDP Ventures Construction, Auto Zone, Diana Navarro, Attorney, Herff Jones, Susan Castillo Financial Services, D & E Alliance, and apartments.

Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies McPherson Road as a Major Arterial.

Letters sent to surrounding property owners: 32 In Favor: 2 Opposed: 2

STAFF COMMENTS

A Special Use Permit (SUP) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. Staff supports the request of the proposed SUP at this location for the following reasons:

1. The proposed SUP is for an expansion of square footage and operation of hours for a previously existing restaurant serving alcohol.
2. The proposed use as a restaurant serving alcohol is compatible with the existing zones and uses in this section of McPherson Road.

Should the Commission recommend approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to Carlos Villarreal and Fava Square LLC, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the activities described in the letter, Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit

accesses, exits or exit discharges.

11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Minimum 24 foot maneuverability required shall be provided for two-way traffic inside the property boundaries.
16. Owner shall comply with Building, Health, Life and Safety, and all applicable codes and regulations as required.
17. Owner must post sign at the front of the build advising patrons that "Additional parking is available next door at 5517 McPherson".
18. Owner must provide a total of 53 parking spaces, 27 as proposed on-site and 26 on adjacent commercial center.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 6 to 1 vote, recommended **approval** of the Special Use Permit, except the alcohol sales only until 12 a.m.

STAFF RECOMMENDATION

Staff **supports** the proposed Special Use Permit.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Zoning Map

Aerial Map

Future Land Use Map

Exhibits and Pictures

CITY OF LAREDO ORDINANCE NO. 2014-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOT 6A, BLOCK 1, VISTA HERMOSA SUBDIVISION, UNIT III, LOCATED AT 5509 MCPHERSON ROAD; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lot 6A, Block 1, Vista Hermosa Subdivision, Unit III, located at 5509 McPherson Road, has requested a Special Use Permit for a restaurant selling alcohol; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 7, 2014; and,

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

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

WHEREAS, the City Council has held a public hearing on September 2, 2014, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: A Special Use Permit is granted for a restaurant selling alcohol on Lot 6A, Block 1, Vista Hermosa Subdivision, Unit III, located at 5509 McPherson Road.

Section 2: The Special Use Permit is restricted to the following provisions:

1. The Special Use Permit is issued to Carlos Villarreal and Fava Square LLC, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the activities described in the letter, Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.

9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Minimum 24 foot maneuverability required shall be provided for two-way traffic inside the property boundaries.
16. Owner shall comply with Building, Health, Life and Safety, and all applicable codes and regulations as required.
17. Owner must post sign at the front of the build advising patrons that "Additional parking is available next door at 5517 McPherson".
18. Owner must provide a total of 53 parking spaces, 27 as proposed on-site and 26 on adjacent commercial center.

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

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

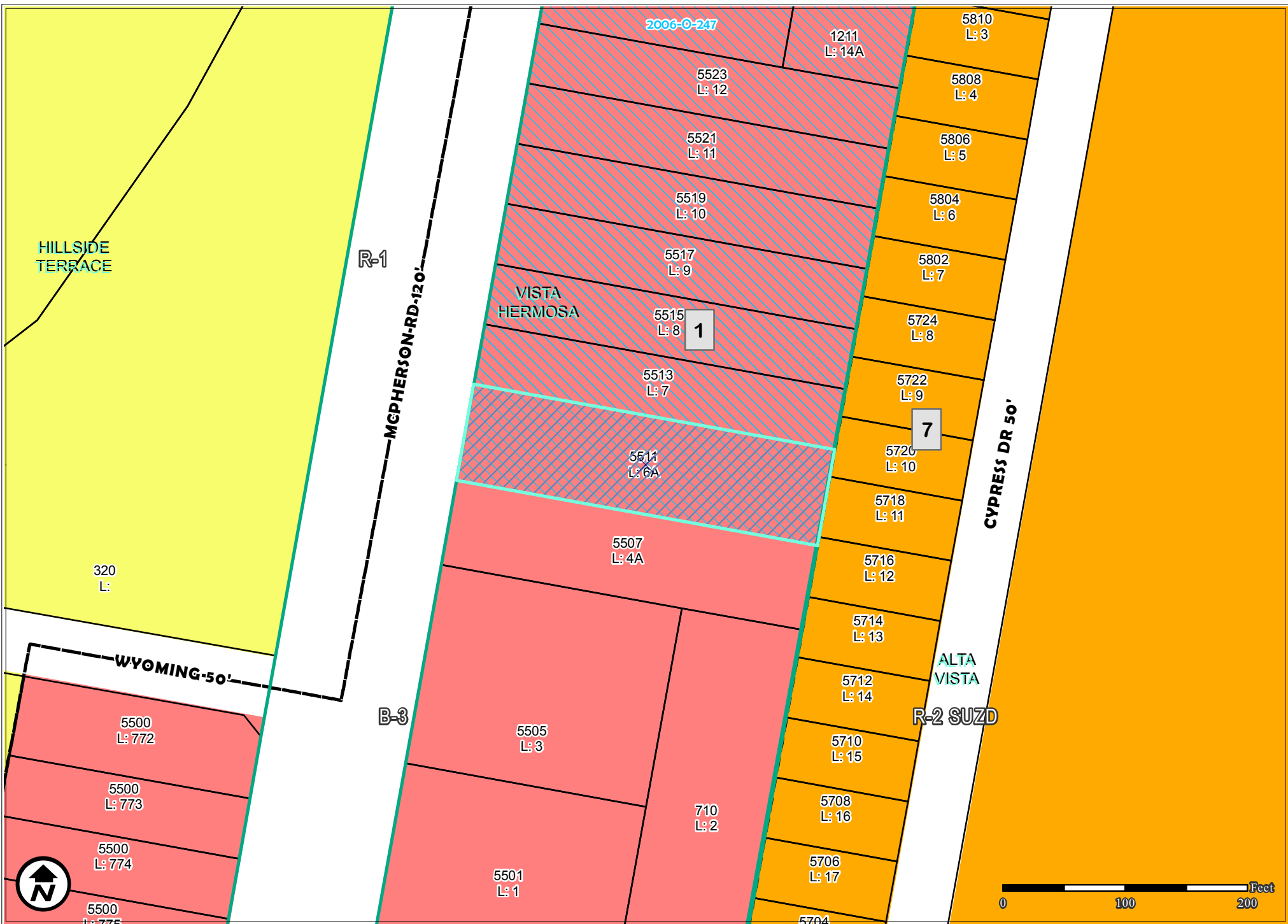
RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY



APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
TO

5509 MCPHERSON RD
COUNCIL DISTRICT 5
ZC-73-2014

ZONING MAP
1 inch = 100 feet
Date: 7/31/2014

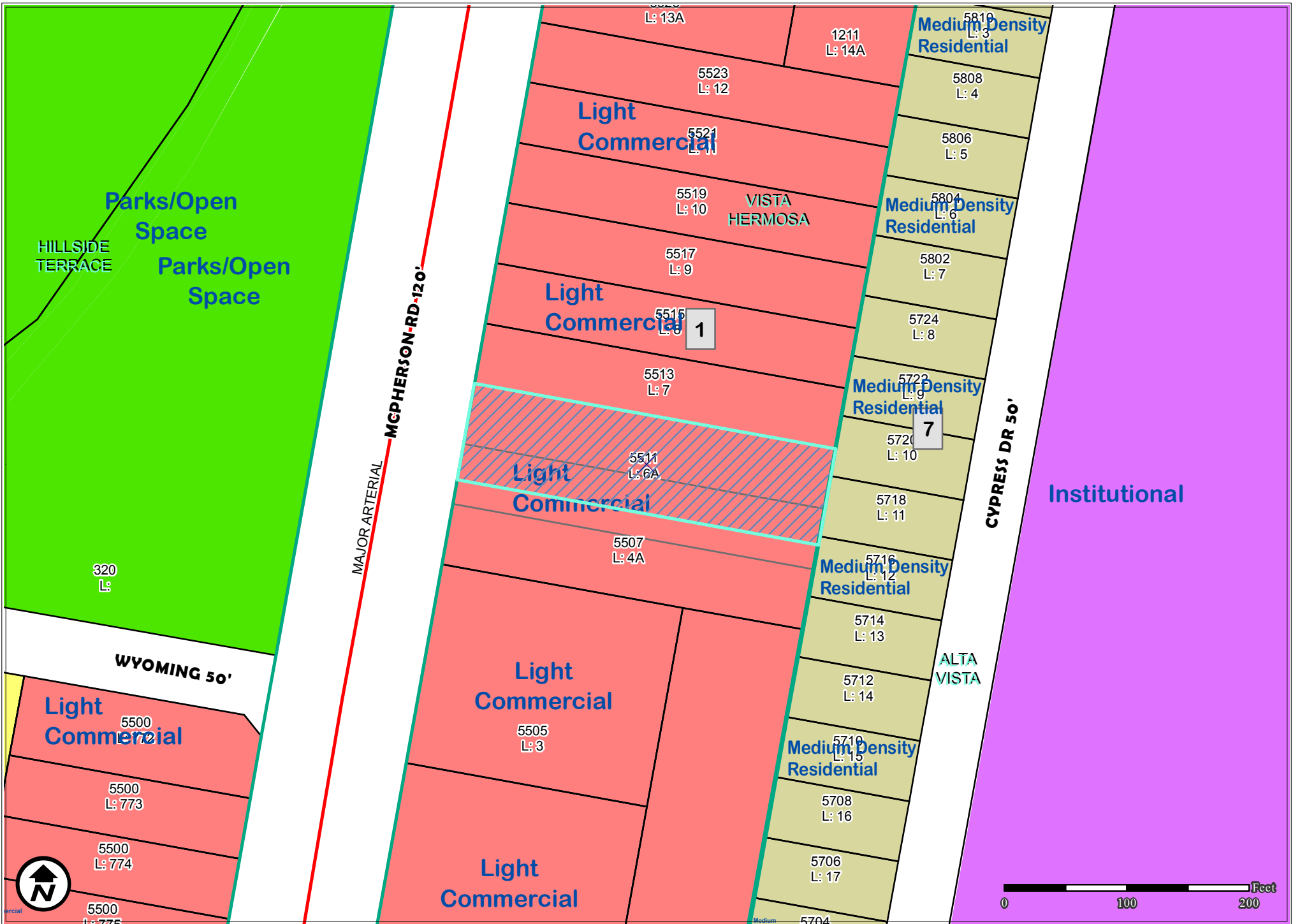
- ▨ S.U.P. (SPECIAL USE PERMITS)
- ▨ C.U.P. (CONDITIONAL USE PERMITS)
- ▨ S.U.P. & C.U.P.



APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
TO

5509 MCPHERSON RD
COUNCIL DISTRICT 5
ZC-73-2014

AERIAL MAP
1 inch = 100 feet
Date: 7/31/2014

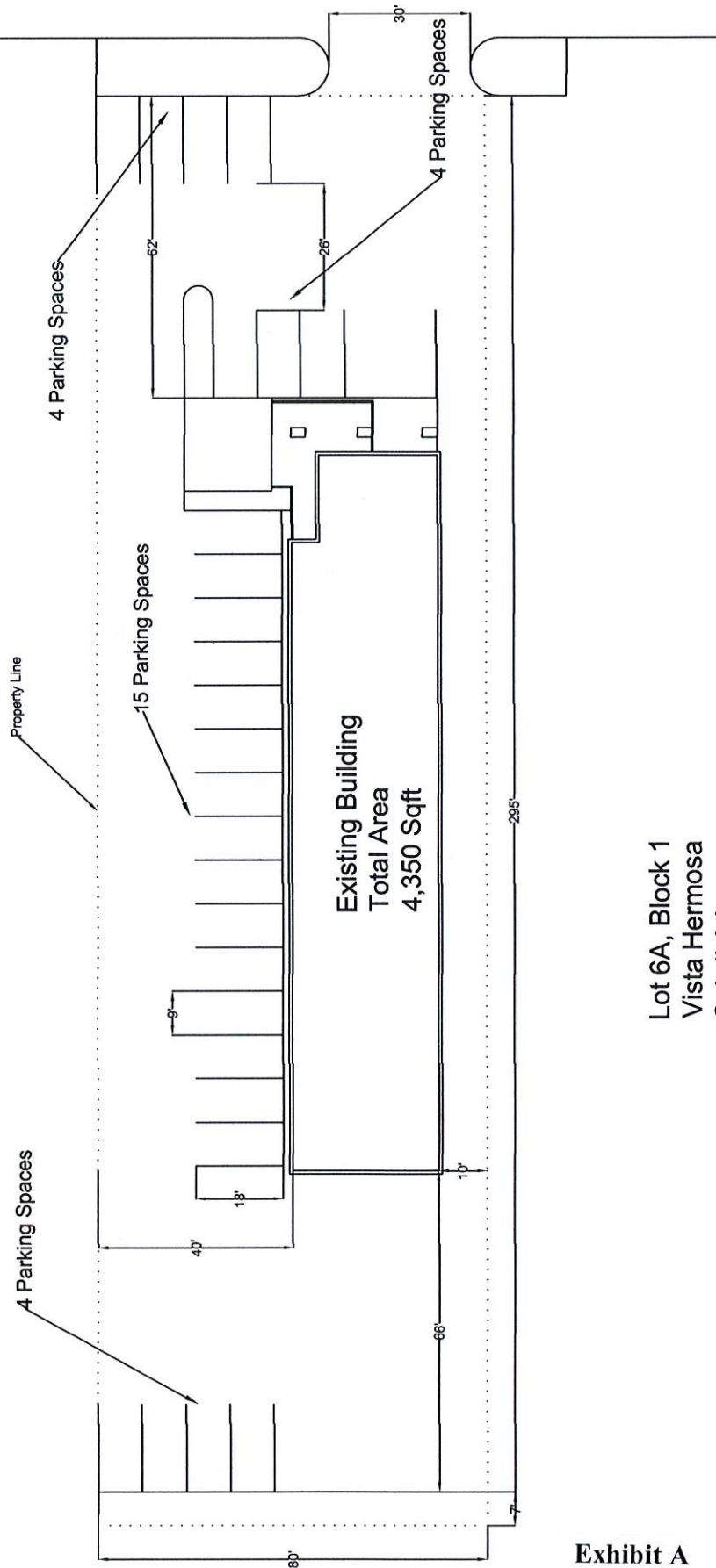


APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
TO

5509 MCPHERSON RD
COUNCIL DISTRICT 5
ZC-73-2014

FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 7/31/2014

5509 McPherson Rd 27 Exclusive Parking Spaces



Lot 6A, Block 1
Vista Hermosa
Subdivision
Unit III



August 2014

To Whom It May Concern:

La Estancia was opened in 2007 at its current location, 5509 McPherson Rd, serving Mexican Food with a Veracruz influence. During this time we have been open from 8am to 12am serving breakfast, lunch and Dinner with very unique dishes in our menu. Our new hours of operation will be from 11:30am- 2:00am as it was when we first open.

In 2007 when La Estancia open its doors in Laredo, we had a construction area of 4,000 sqf in two different areas, we had the bar area and the dining area. In 2008 we gave up 1,600 sqf and only kept the dining area, in 2014 we have the opportunity of regaining the 1,600 sqf of frontage and through some remodeling we would like to go back to our roots, we have found that during the weekends people are willing to stay until late, especially if there was an event at the LEA or baseball game, our patrons have asked us to stay open late, they usually arrive at 11:30pm for late dinner or just want to listen to live music that we have during the weekends since we started business.

This opportunity of having late service will be beneficial for our business now that we can have private parties until late, normally for weddings and quinceaneras people request to stay until late and right now we can't offer that service, that is also a request for Christmas parties. We want to attend our patron's needs and don't lose that part business that we have the opportunity to serve if the City Of Laredo grant us the SUP that we are requesting. We think there is a business opportunity for us if we serve with the extended hours that opportunity would make us the only Restaurant around the area serving food, the rest of the restaurants stop serving food at midnight and we want to cover that demand.

La Estancia has a staff of 10 employees and with the recent remodeling we hope to hire up to 30 people to meet the demand of over 170 patrons.

A handwritten signature in black ink, appearing to read "Carlos A Villarreal". The signature is written over a horizontal line.

Carlos A Villarreal
Owner

Exhibit B











City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Belinda Guerra Meurer, applicant; Encarnacion Guerra, owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lot 1, Block 1, Jacaman Ranch Subdivision Unit V, located at 6402 N. Bartlett Avenue, Suite No.6; providing for publication and effective date.

Staff is in support of the application and the Planning and Zoning Commission recommends approval of the Conditional Use Permit. District V

PREVIOUS COUNCIL ACTION

This item was tabled at the regular meeting of August 18, 2014.

BACKGROUND

Council District: V – The Honorable Roque Vela, Jr.

Proposed use: Amusement redemption machine establishment

Site: Guerra Communications, Time Warner, Wacky World Party House, Instyle Hair Center and Remax Real Estate.

Surrounding land uses: North of the site are Lifeline Ambulance, North Village Apartments and Fiesta Adult Day Care. South of the site are vacant land, Reinhart Plaza, Rock Fitness and Women of Rock. West of the site are North Village Apartments and vacant land. East of the site is Summerwind Subdivision, a single-family residential neighborhood.

Comprehensive Plan: The Future Land Use Map recognizes this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Jacaman Road and Bartlett Avenue as Major Collectors.

Letters sent to surrounding property owners: 36 In Favor: 0 Opposed: 3

STAFF COMMENTS

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits amusement redemption machine establishments in zones B-4, M-1, M-2 and MXD. This property is currently zoned B-3. The applicant is applying for a Conditional Use Permit. Section 24.94.5(A) (3): Conditional Use Permit Application Submittal Criteria states that "Applications for properties currently zoned, B-1, B-1R, CBD, B-3, or B-4 may only seek conditional use status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1 of higher intensity."

Staff supports the issuance of the proposed CUP at this location for the following reasons:

1. The proposed use is located along a major intersection with two major collectors.
2. The property complies with the minimum parking requirements with the proposed use.
3. The proposed use is compatible with other commercial uses along Jacaman Road.

IMPACT ANALYSIS:

Is this CUP contrary to the established land use pattern?

Yes. The established land use pattern is light commercial and residential.

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

No, there is a similar zoning district across the street to the east of the property.

Will issuance of a CUP adversely influence living conditions in the neighborhood?

Yes, the proposed use will be open late hours and introduce a more intense use to the adjacent residential areas.

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

Yes, the existing B-3 district does not allow amusement redemption machine establishments.

Should the Commission wish to recommend in favor of the request, staff suggests the following conditions:

1. The Conditional Use Permit shall be issued to the Belinda Guerra Meurer and Encarnacion Guerra, and is nontransferable.
2. The Conditional Use Permit is restricted to the activities provided in the letter, Exhibit "A", which is made part hereof for all purposes.
3. The Conditional Use Permit is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.

4. Parking will be provided in compliance with the Laredo Land Development Code.
5. Landscaping will be provided in compliance with the Laredo Land Development Code.
6. Parking must comply with provided site plan.
7. The Conditional Use Permit is limited to Suite #6 and 5000 square feet of floor area.
8. A maximum of 110 amusement redemption machines are permitted.
9. Signage will be limited to that which is allowed in a B-3 district.
10. Banners and window signs are prohibited.
11. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
12. The sale and consumption of alcohol is prohibited.
13. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 6 to 0 vote, recommended approval of the conditional use permit.

STAFF RECOMMENDATION

Staff supports the proposed conditional use permit.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Zoning Map

Aerial Map

Future Landuse Map

Exhibits, pictures and survey

Parking Analysis

ORDINANCE NO. 2014-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR AN AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT ON LOT 1, BLOCK 1, JACAMAN RANCH SUBDIVISION UNIT V, LOCATED AT 6402 N. BARTLETT AVENUE, SUITE #6; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for an amusement redemption machine establishment on Lot 1, Block 1, Jacaman Ranch Subdivision Unit V, located at 6402 N. Bartlett Avenue, Suite #6; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 17, 2014; and,

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

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

WHEREAS, the City Council has held a public hearing on September 2, 2014, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional Use Permit may commence; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for an amusement redemption machine establishment on Lot 1, Block 1, Jacaman Ranch Subdivision Unit V, located at 6402 N. Bartlett Avenue, Suite #6.

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

1. The Conditional Use Permit shall be issued to the Belinda Guerra Meurer and Encarnacion Guerra, and is nontransferable.

2. The Conditional Use Permit is restricted to the activities provided in the letter, Exhibit “A”, which is made part hereof for all purposes.
3. The Conditional Use Permit is restricted to the site plan, Exhibit “B”, which is made part hereof for all purposes.
4. Parking will be provided in compliance with the Laredo Land Development Code.
5. Landscaping will be provided in compliance with the Laredo Land Development Code.
6. Parking must comply with provided site plan.
7. The Conditional Use Permit is limited to Suite #6 and 5000 square feet of floor area.
8. A maximum of 110 amusement redemption machines are permitted.
9. Signage will be limited to that which is allowed in a B-3 district.
10. Banners and window signs are prohibited.
11. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
12. The sale and consumption of alcohol is prohibited.
13. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.

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

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

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

1. Criteria

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

- A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
- B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
- C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
- D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council’s final approval date.

2. Procedures

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2014.

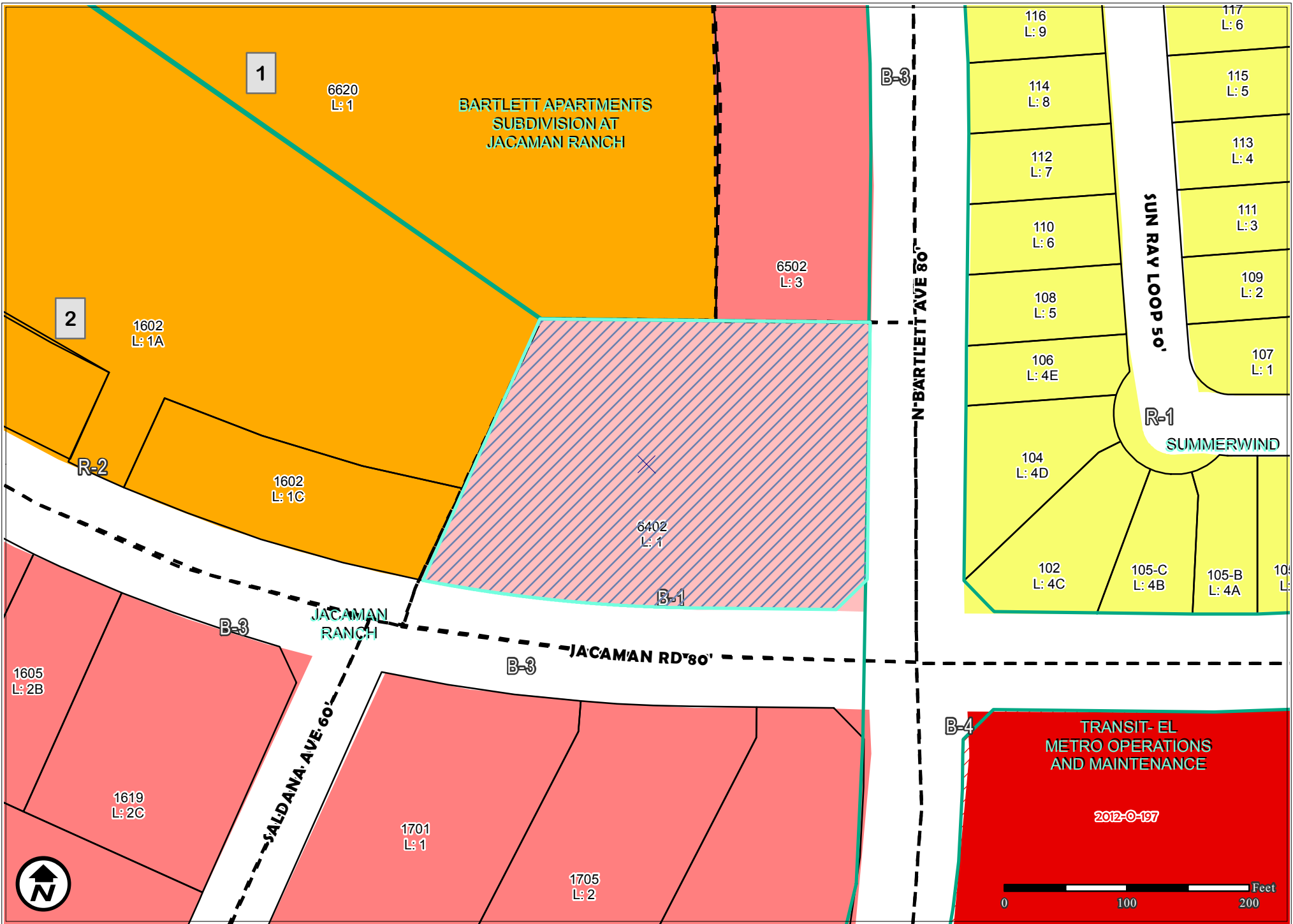
RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

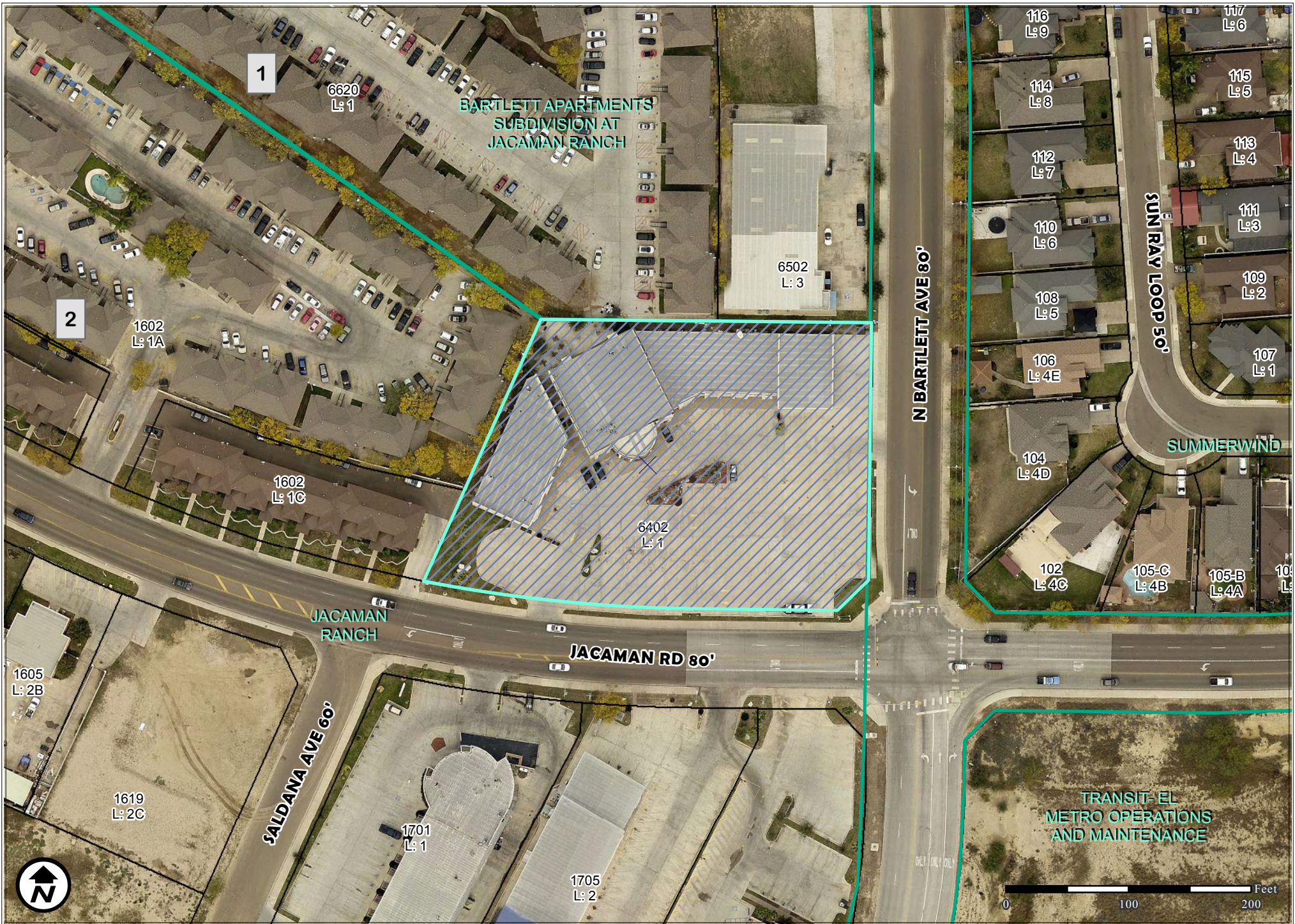


APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)

6402 N BARTLETT AVE
COUNCIL DISTRICT 5
ZC-54B-2014

ZONING MAP
1 inch = 100 feet
Date: 6/25/2014

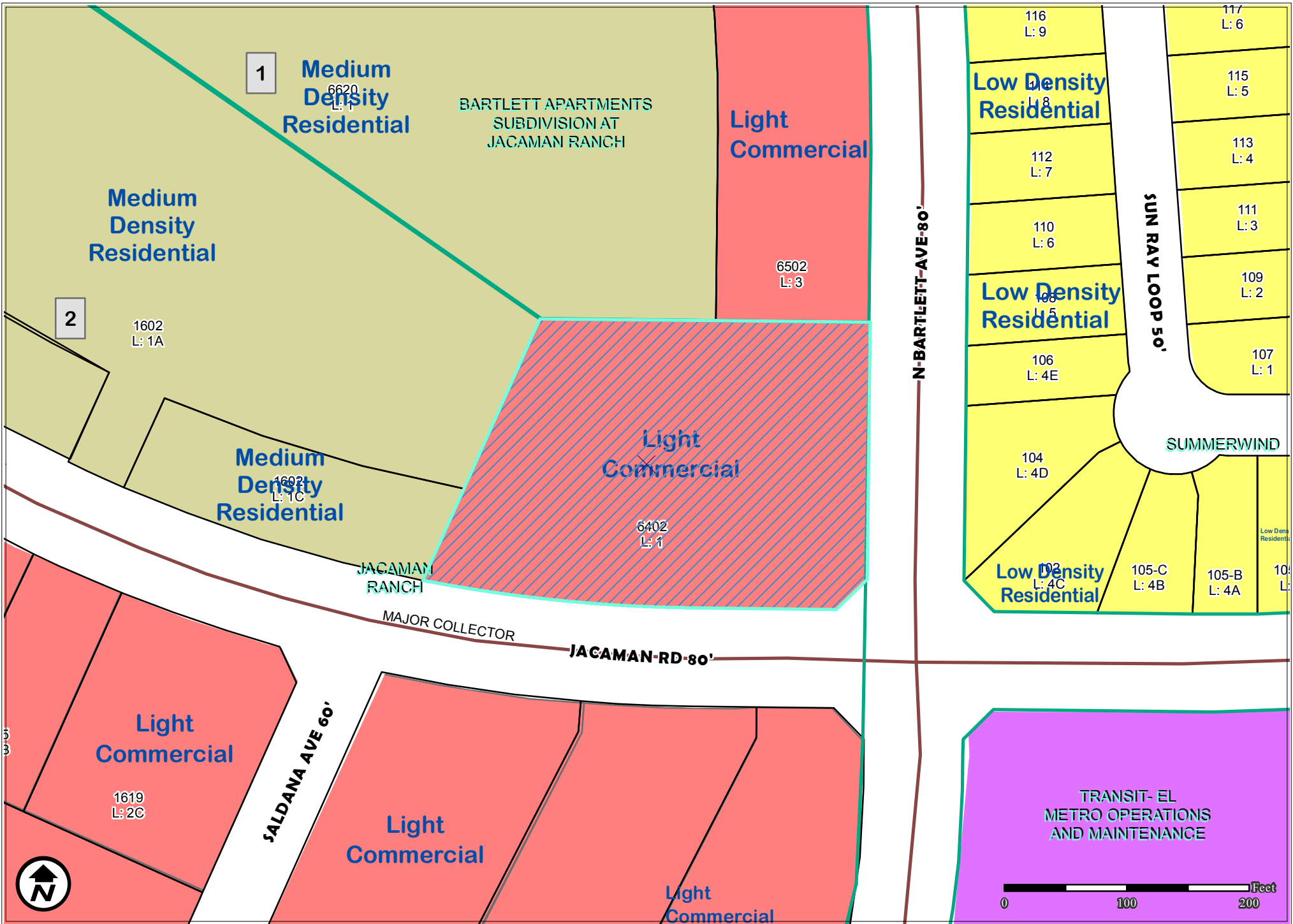
- S.U.P. (SPECIAL USE PERMITS)
- C.U.P. (CONDITIONAL USE PERMITS)
- S.U.P. & C.U.P.



APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)

6402 N BARTLETT AVE
COUNCIL DISTRICT 5
ZC-54B-2014

AERIAL MAP
1 inch = 100 feet
Date: 6/25/2014



APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)

6402 N BARTLETT AVE
COUNCIL DISTRICT 5
ZC-54B-2014

FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 6/25/2014

The propose location of 5000 sq. ft. will be leased to

"ACES WILD AMUSEMENTS" for entertainment machines (maquinitas) at

6402 N. Bartlett Ave. Suite #6 with hours of operation of 10 am thru 12 midnight.

therefor we asking for C.U.P. and hope you would consider this request.

Viewing our complex site plan, presently our units are rented as stated below:

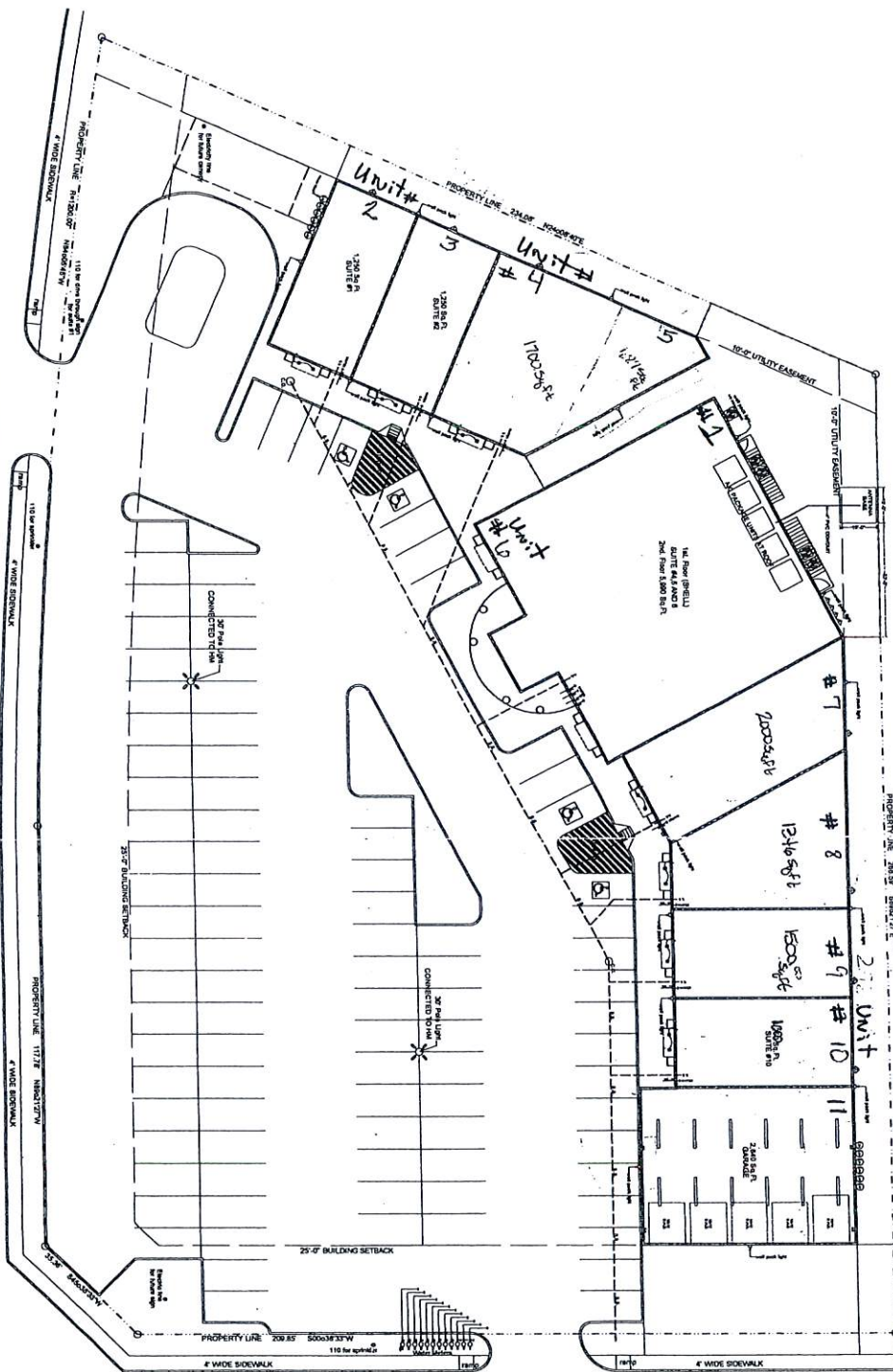
Unit #1	Guerra Communication	W/8 Emp employees 8am-5pm	M-F
unit #2	vacant (Presently)		
Unit #3	Vacant (Presently)		
Unit #4	Crime Stoppers	W/3 Employees 8am- 5pm	M-F
Unit #5	Herbalife	W/1 Employee 7am-6pm	M-S
Unit #6	Guerra Reception Hall	(NOW PROPOSE C.U.P.)	
Unit #7	Time Warner Cable	W/3 Employees 8am-5pm	M-F
Unit #8	Wacky World	(2Hrs. Party normally 4pm-6pm)	
Unit#9	Same as above	(leasing both units)	
Unit #10	Hair Cutz	W/2 Employees 10am-7pm	M-F
Unit #11	Remax Realty	W/2 Employees 8am-5pm	M-F



6/26/14 George Rodriguez

Exhibit A

\$1.75



MECHANICAL, ELECTRICAL AND PLUMBING PLAN

SCALE 1/16" = 1'-0"

JACAMAN RD.

BARLETT AVE.

Exhibit B

18,158 SQ.FT. SHELL BUILDING
6,981 SQ.FT. GUERRA COMMUNICATION BUILDING
25,139 SQ.FT. TOTAL CONSTRUCTION AREA

- W/M WATER METER
- E/M ELECTRICAL METER
- TELEPHONE ENTRANCE

S.S. = SEWER SERVICE
W.L. = WATER LINE
H.M. = HOME METER



space development and design

DESIGN BY:
REVISED BY:
R.R.P.
DRAW BY:

REVISION # 1	2004
REVISION # 2	2004
REVISION # 3	2004
REVISION # 4	2004
REVISION # 5	2004
REVISION # 6	2004
REVISION # 7	2004
REVISION # 8	2004
REVISION # 9	2004
REVISION # 10	2004
REVISION # 11	2004
REVISION # 12	2004
REVISION # 13	2004
REVISION # 14	2004
REVISION # 15	2004
REVISION # 16	2004
REVISION # 17	2004
REVISION # 18	2004
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REVISION # 97	2004
REVISION # 98	2004
REVISION # 99	2004
REVISION # 100	2004

TRIPLE
J & L
CONSTRUCTION, Inc.
1616 Cole del Norte #48
London, TX 78041
(956) 722-7791

GENERAL CONTRACTOR

GUERRA
COMMUNICATIONS
208 N. W. 10th Ave.
Ocala, FL 34455
GUERRA COMM.
Ocala, FL 34455
Guerra Ranch Substation
Unit 5, North West
Corner Development
Block #1, 1581

LEGAL DESCRIPTION

mechanical, electrical
& plumbing site plan
PLAN NAME
DATE: 04/05/05
DATE LAST REVISION:
BY: ME
MEP.1

ZC-54B-2014
6402 N. Bartlett Ave.
C.U.P. (Conditional Use Permit)

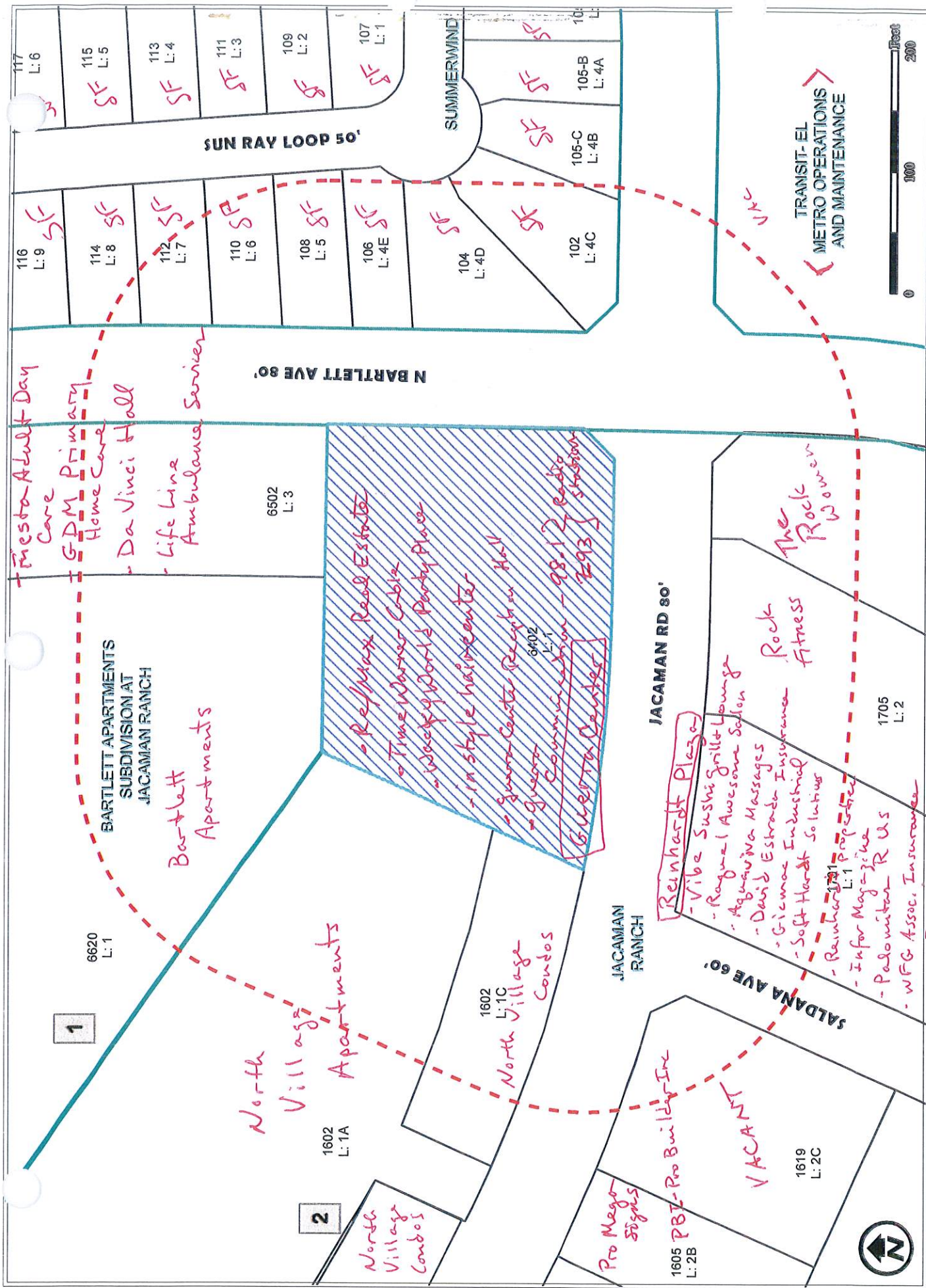


ZC-54B-2014
6402 N. Bartlett Ave.
C.U.P. (Conditional Use Permit)



ZC-54B-2014
6402 N. Bartlett Ave.
C.U.P. (Conditional Use Permit)





200' NOTIFICATION

1 inch = 100 feet

Date: 6/25/2014

6402 N BARTLETT AVE

COUNCIL DISTRICT 5

APPLICATION FOR C.U.P. (CONDITIONAL USE PERMIT)

- Divas Planning

- Opus Textiles

- Dance Forum Dance Studio

- Advanced Physical Therapy

6402 N BARTLETT AVE

COUNCIL DISTRICT 5

6402 N BARTLETT AVE

COUNCIL DISTRICT 5

6402 N. Bartlett Avenue, Suite #6 application for Conditional Use Permit for an amusement redemption machine establishment.

Parking Analysis:

Unit #1 Guerra Communications – 6,981 sq. ft. – parking required = 16.92 spaces

Units #2 & #3 Vacant – 2500 sq. ft. – parking required = 6.25 spaces

Unit #4 Crime Stoppers – 1700 sq. ft. – parking required = 4.25 spaces

Unit #5 Herbal Life – 687 sq. ft. – parking required = 1.72 spaces

Unit #6 Guerra Reception Hall – 5,000 sq. ft. – parking required =

Unit #7 Time Warner Cable – 2,000 sq. ft. – parking required = 5.00 spaces

Units #8 & #9 Wacky World – 1846 sq. ft. – parking required = 18.46 spaces

Unit #10 Hair Cutz – 1,000 sq. ft. – parking required = 3.33 spaces

Unit #11 Remax Realty – 2,640 sq. ft. – parking required = 6.60 spaces

Total parking spaces available: 97

Parking spaces required for existing uses: 70

Parking available for proposed use: 27

27 parking spaces allows for 110 amusement redemption machines

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Juan Miguel Anzaldúa, applicant; Marisol Real Estate, Ltd.

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 4 and 10, Block 99, Western Division, located at 614 Hidalgo Street and 607 Farragut Street, from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date.

Staff is in support of the application and the Planning and Zoning Commission recommends approval of the zone change. District VIII

PREVIOUS COUNCIL ACTION

This item was tabled at the regular meeting of August 18, 2014.

BACKGROUND

Council District: VIII – The Honorable Cindy Liendo

Proposed use: Commercial

Site: Valero Gas & Convenience Store and parking lot

Surrounding land uses: North of the site are BBVA Drive-thru Bank, a vacant lot, Wiltel Communications and single-family residential. South of the site are a casa de cambio, a vacant office building, Los Olivos Restaurant, single-family residential, a vacant lot, apartments and Customs/Bridge II. West of the site are Interstate 35, a plaza, U.S Customs facilities, UETA Duty Free, HKG Duty Free, a parking lot, carriage house, and Falcon Bank. East of the site are single-family residential uses, vacant lots, multi-family residential uses, Tenorio Apartments, Esther Plaza, Bo Burge, Inc. Border Communications, Mr. Camera, Braces dental and a money exchange business.

Comprehensive Plan: The Future Land Use Map recognizes this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan does not identify Farragut or Hidalgo Streets.

Letters sent to surrounding property owners: 11 In Favor: 1 Opposed: 3

STAFF COMMENTS

Staff supports the request for the following reasons:

1. The proposed zone change is appropriate at this location because it is in conformance with the Comprehensive Plan's designation for this area as Light Commercial.
2. The proposed district is compatible with the existing zones and uses along this area of Farragut and Hidalgo Streets.
3. The proposed district is compatible with existing B-3 districts adjacent to the west and south.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

No, there are similar light commercial uses in the immediate vicinity.

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

No, this area has B-3 districts to the west and south of the property.

Will change adversely influence living conditions in the neighborhood?

No, there are similar uses in the area.

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

No. The existing district allows for sufficient commercial uses.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 6 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff supports the proposed zone change.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Zoning Map

Aerial Map

Future Landuse Map

Pictures and Survey

ORDINANCE NO. 2014-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 4 AND 10, BLOCK 99, WESTERN DIVISION, LOCATED AT 614 HIDALGO STREET AND 607 FARRAGUT STREET, FROM B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots 4 and 10, Block 99, Western Division, located at 614 Hidalgo Street and 607 Farragut Street, from B-1 (Limited Commercial District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 17, 2014, and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

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

WHEREAS, the City Council has held a public hearing on September 2, 2014, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lots 4 and 10, Block 99, Western Division, located at 614 Hidalgo Street and 607 Farragut Street, from B-1 (Limited Commercial District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

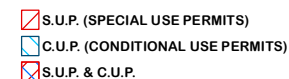
RAUL G. SALINAS
MAYOR

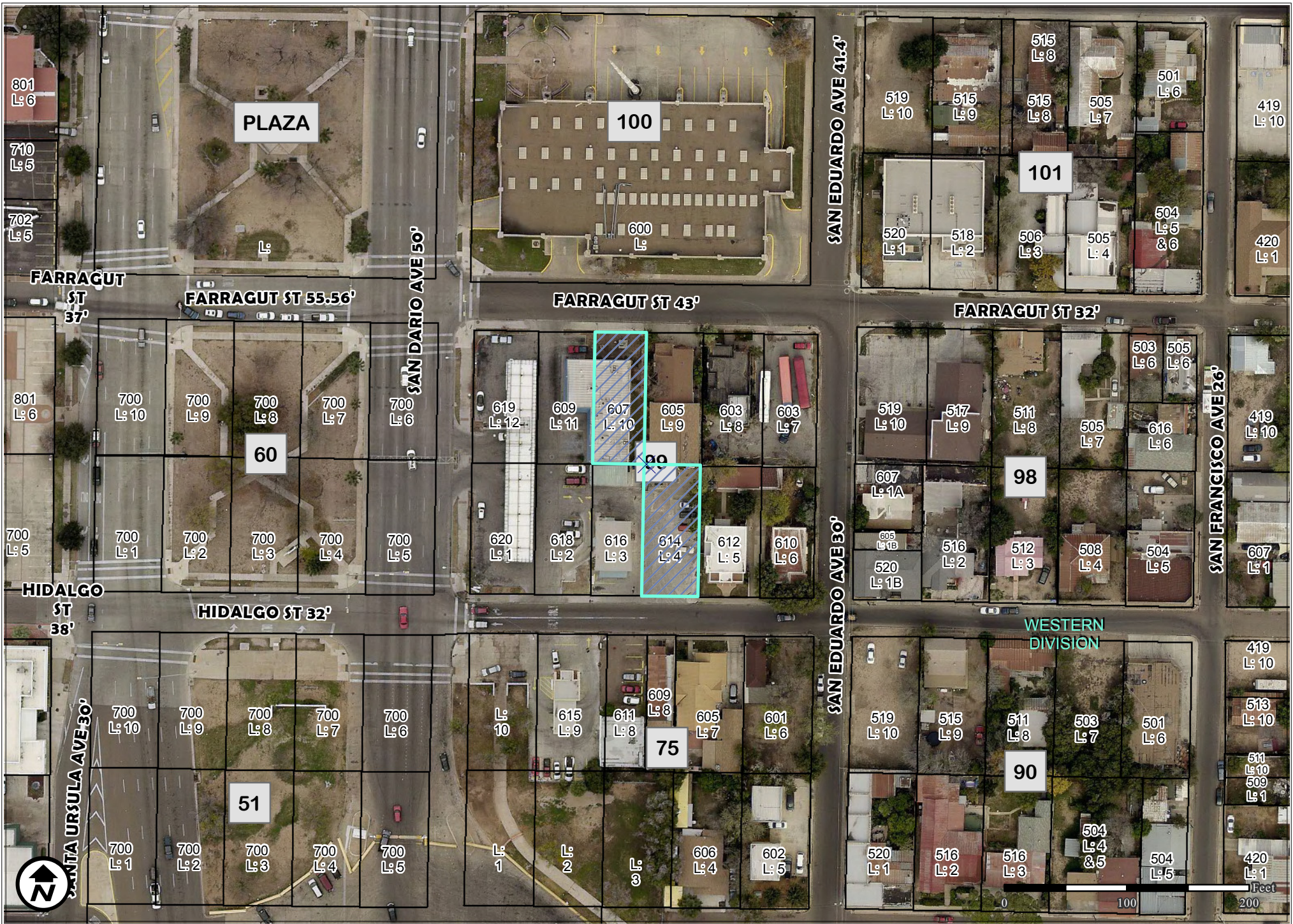
ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

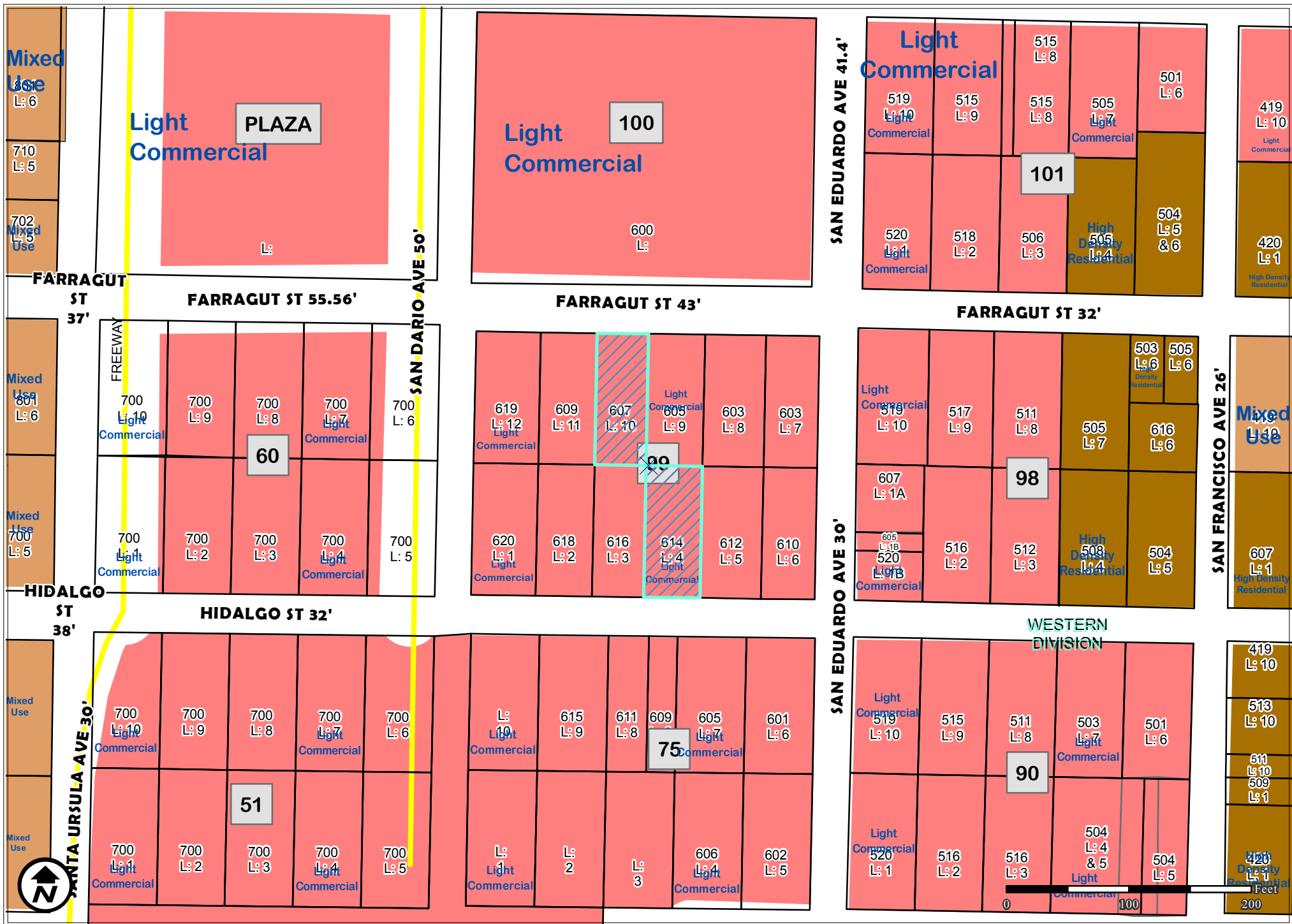




APPLICATION FOR
B1 (LIMITED COMMERCIAL DISTRICT)
TO B3 (COMMUNITY BUSINESS DISTRICT)

614 HIDALGO ST
COUNCIL DISTRICT 8
ZC-62-2014

AERIAL MAP
1 inch = 100 feet
Date: 6/25/2014



APPLICATION FOR
B1 (LIMITED COMMERCIAL DISTRICT)
TO B3 (COMMUNITY BUSINESS DISTRICT)

614 HIDALGO ST
COUNCIL DISTRICT 8
ZC-62-2014

FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 6/25/2014

ZC-62-2014

614 Hidalgo St and 607 Farragut St

B-1 (Limited Business District) to B-3 (Community Business District)



ZC-62-2014

614 Hidalgo St and 607 Farragut St

B-1 (Limited Business District) to B-3 (Community Business District)



City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Juan Miguel Anzaldúa, applicant; Marisol Real Estate, Ltd.

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, 11 and 12, Block 99, Western Division, located at 619 Farragut Street, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

Staff is not in support of the application and the Planning and Zoning Commission recommends denial of the zone change. District VIII

PREVIOUS COUNCIL ACTION

This item was tabled at the regular meeting of August 18, 2014.

BACKGROUND

Council District: VIII – The Honorable Cindy Liendo

Proposed use: Commercial

Site: Valero Gas & Convenience Store

Surrounding land uses: North of the site are BBVA Drive-thru Bank, a vacant lot, Wiltel Communications and single-family residential. South of the site are a casa de cambio, a vacant office building, Los Olivos Restaurant, single-family residential, a vacant lot, apartments and Customs/Bridge II. West of the site are Interstate 35, a plaza, U.S. Customs facilities, UETA Duty Free, HKG Duty Free, a parking lot, carriage house, and Falcon Bank. East of the site are single-family residential uses, vacant lots, multi-family residential uses, Tenorio Apartments, Esther Plaza, Bo Burge, Inc. Border Communications, Mr. Camera, Braces dental and a money exchange business.

Comprehensive Plan: The Future Land Use Map recognizes this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies San Dario Avenue as an Expressway and does not identify Farragut or Hidalgo Streets.

Letters sent to surrounding property owners: 20 In Favor: 0 Opposed: 2

STAFF COMMENTS

Staff does not support the request for the following reasons:

1. The proposed zone change is not appropriate at this location because it is not in conformance with the Comprehensive Plan's designation for this area as Light Commercial.
2. The proposed district is not compatible with the existing zones and uses along this area of San Dario Avenue and Farragut or Hidalgo Streets.
3. There are no other B-4 districts in the area. The proposed district may introduce more intense uses not compatible with the residential and light commercial uses prevalent in the area.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

Yes, the established land use pattern is light commercial and residential.

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

Yes, there are primarily B-1, B-3 and CBD districts in the area. There are no B-4 districts in the area.

Will change adversely influence living conditions in the neighborhood?

Yes, the proposed B-4 district may introduce more intense and incompatible uses to the area.

Are there substantial reasons why the property can not be used in accord with existing zoning?

No, the existing zone allows for sufficient commercial uses.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 6 to 0 vote, recommended denial of the zone change.

STAFF RECOMMENDATION

Staff **does not support** the proposed zone change.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Zoning Map

Aerial Map

Future Landuse Map

Pictures and Survey

ORDINANCE NO. 2014-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 1, 2, 11 AND 12, BLOCK 99, WESTERN DIVISION, LOCATED AT 619 FARRAGUT STREET, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots 1, 2, 11 and 12, Block 99, Western Division, located at 619 Farragut Street, from B-3 (Community Business District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 17, 2014, and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** of the proposed zone change; and,

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

WHEREAS, the City Council has held a public hearing on September 2, 2014, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lots 1, 2, 11 and 12, Block 99, Western Division, located at 619 Farragut Street, from B-3 (Community Business District) to B-4 (Highway Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

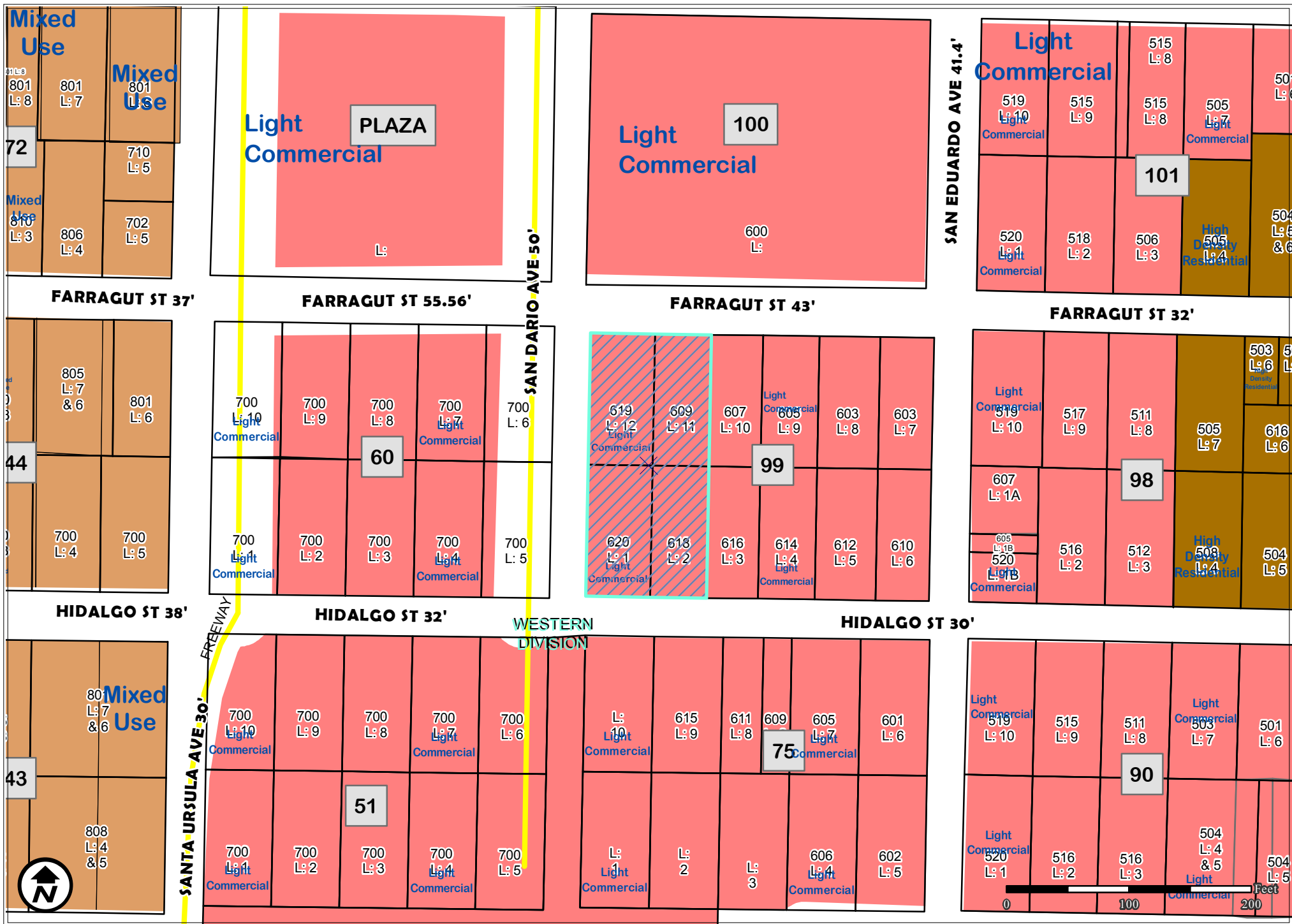




REZONE FROM
B3 (GENERAL BUSINESS DISTRICT)
TO B4 (HIGHWAY COMMERCIAL DISTRICT)

619 FARRAGUT ST
COUNCIL DISTRICT 8
ZC-61-2014

AERIAL MAP
1 inch = 100 feet
Date: 6/25/2014



REZONE FROM
B3 (GENERAL BUSINESS DISTRICT)
TO B4 (HIGHWAY COMMERCIAL DISTRICT)

619 FARRAGUT ST
COUNCIL DISTRICT 8
ZC-61-2014

FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 6/25/2014

ZC-61-2014
619 Farragut St.
B-3 (Community Business District) to B-4 (Highway Commercial District)



ZC-61-2014
619 Farragut St.
B-3 (Community Business District) to B-4 (Highway Commercial District)

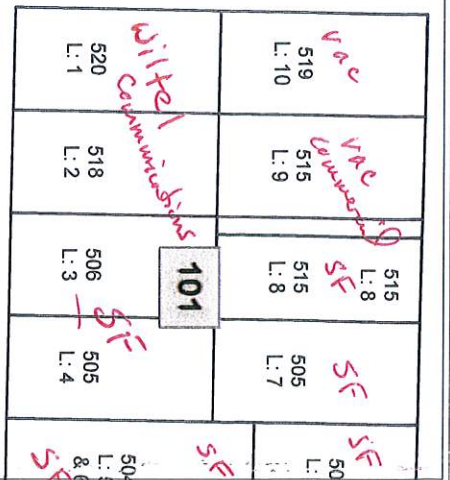
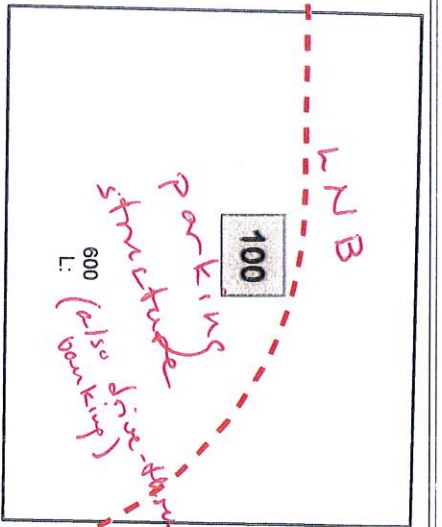
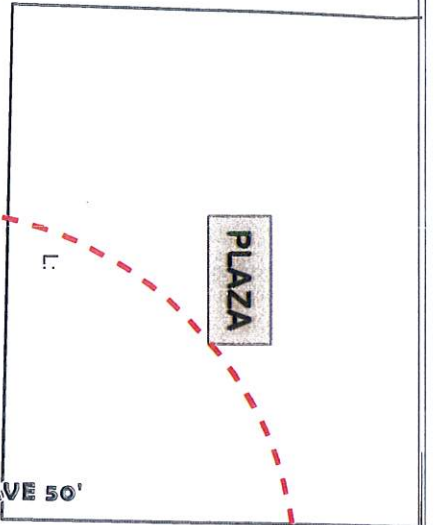
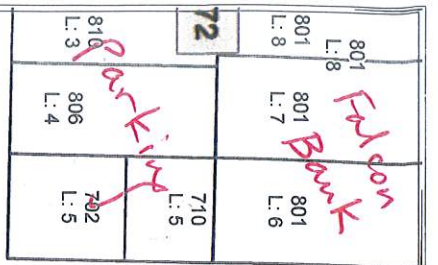


ZC-61-2014
619 Farragut St.
B-3 (Community Business District) to B-4 (Highway Commercial District)



ZC-61-2014
619 Farragut St.
B-3 (Community Business District) to B-4 (Highway Commercial District)



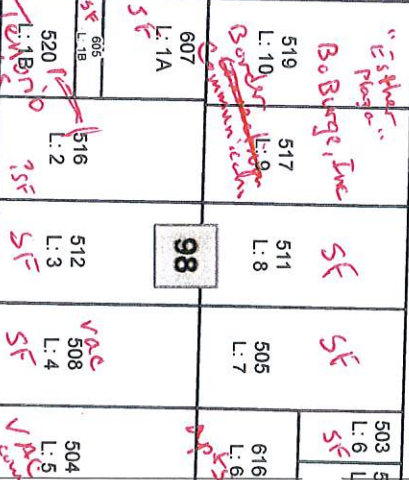
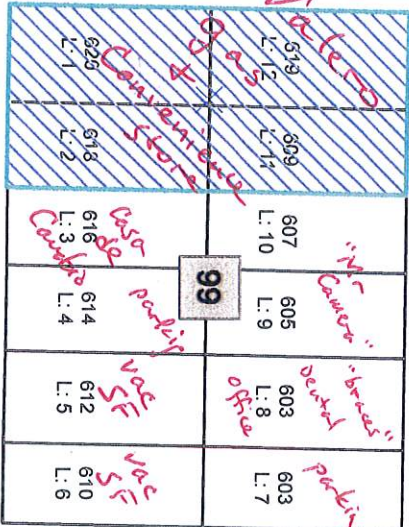
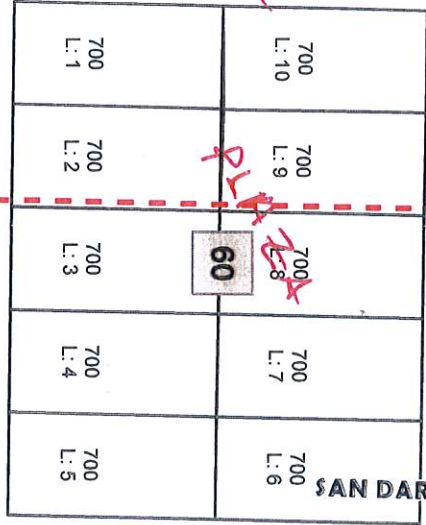
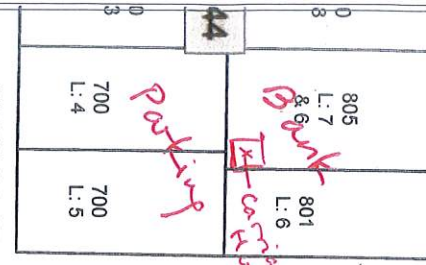


FARRAGUT ST 37'

FARRAGUT ST 55.56'

FARRAGUT ST 43'

FARRAGUT ST 32'

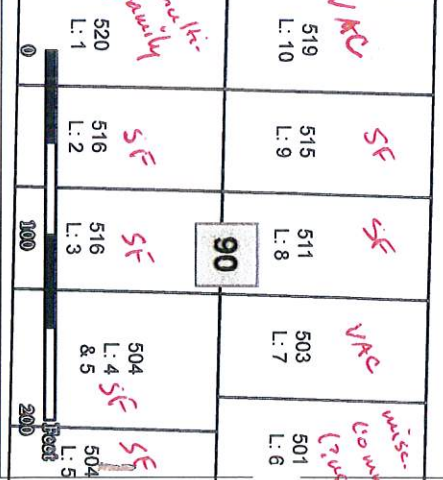
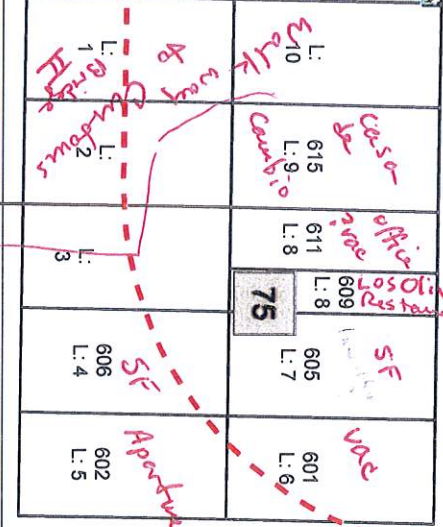
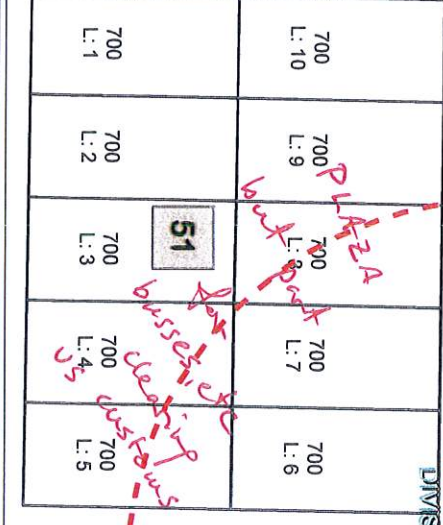
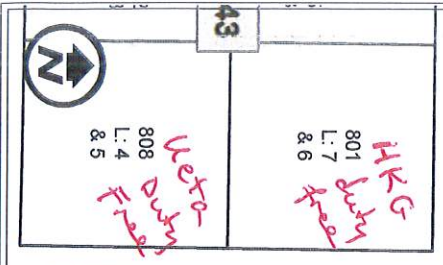


HIDALGO ST 38'

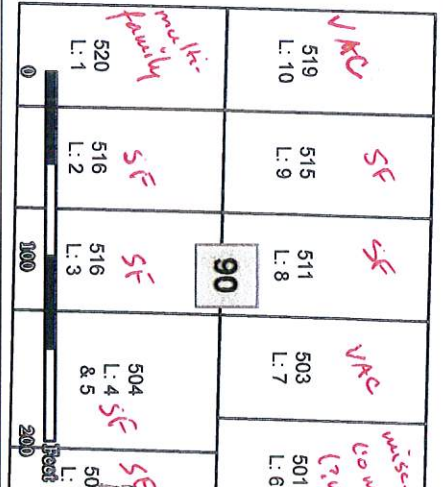
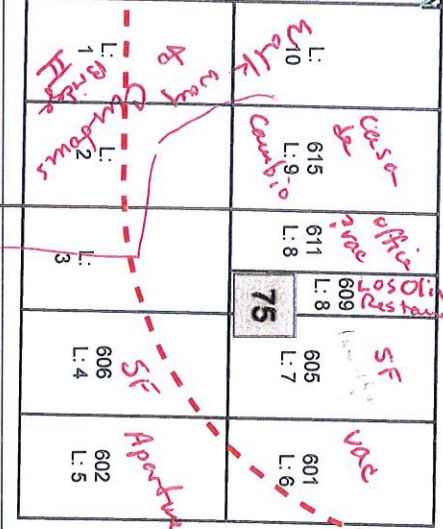
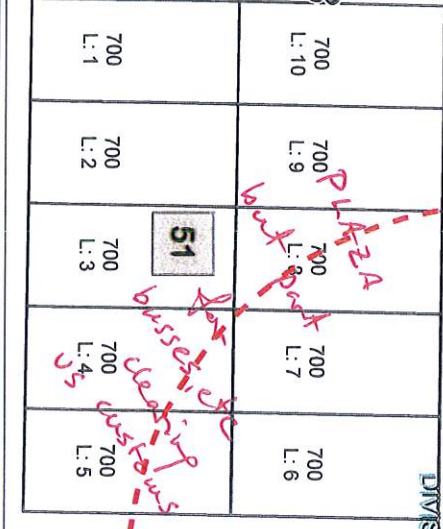
HIDALGO ST 32'

HIDALGO ST 30'

WESTERN DIVISION



SANTA URSULA AVE 30'



REZONE FROM
B3 (GENERAL BUSINESS DISTRICT)
TO B4 (HIC COMMERCIAL DISTRICT)

619 FARRAGUT ST
COUNCIL DISTRICT 8

200' NOTIFICATION
1 inch = 100 feet
Date: 6/25/2014

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Ronnie Acosta, CD Director

SUBJECT

Authorizing the City Manager to close and convey title of the "Surface Only", of the section of Juarez Avenue between Water and Zaragoza Streets as per the contract agreement between the City of Laredo and El Portal Center; Said parcel being a 6,666.60 sq. ft. (0.1530 of an acre) tract of land, more or less, situated in the 100 block of Juarez Avenue, Western Division, City of Laredo, Webb County, Texas, being further described on attached Exhibit "A"; and providing for an effective date. **(Action needed on Resolution 2014-R-92, prior to this item)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo is finalizing negotiations with El Portal Center on the development of an outlet mall. Part of the planned development requires the closure of a section of Juarez Avenue. The City of Laredo is the rightful owner of the Juarez Street section between Water and Zaragoza and agrees to the requested closure and conveyance to facilitate the development of the shopping mall provided that the City retain reversionary rights.

City Council finds that it is in the public's best interest to close and convey the street section for its approved use in the development of the outlet mall as provided by the terms of the agreement between the City of Laredo and El Portal Center.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends introduction of ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Transaction will be accounted for accordingly.

Attachments

Ordinance

EPC-Exhibit A

INTRODUCTORY ORDINANCE

AUTHORIZING THE CITY MANAGER TO CLOSE AND CONVEY TITLE OF THE "SURFACE ONLY", OF THE SECTION OF JUAREZ AVENUE BETWEEN WATER AND ZARAGOZA STREETS AS PER THE CONTRACT AGREEMENT BETWEEN THE CITY OF LAREDO AND EL PORTAL CENTER; SAID PARCEL BEING A 6,666.60 SQ. FT. (0.1530 OF AN ACRE) TRACT OF LAND SITUATED IN THE 100 BLOCK OF JUAREZ AVENUE, WESTERN DIVISION, CITY OF LAREDO, WEBB COUNTY, TEXAS, BEING FURTHER DESCRIBED ON ATTACHED EXHIBIT "A", AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by virtue of the Original Land Grant from the Crown of Spain to the City of Laredo, fee simple title to certain streets is vested in the City of Laredo; and,

WHEREAS, El Portal Center, the abutting property owners of the above-mentioned street section have requested that the City of Laredo convey to them that section of Juarez Avenue between Water and Zaragoza as part of the agreement ; and,

WHEREAS, the City of Laredo will retain reversionary rights to the street section should El Portal Center cease ownership; and

WHEREAS, City Council finds that it is in the best interest of the City of Laredo to close and convey the above-mentioned Juarez Avenue street section to the El Portal Center for use in the development of an outlet mall as per the agreement terms; and,

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

Section 1: It hereby authorizes the City Manager to close and convey to the El Portal Center, the "Surface Only" of that section of Juarez Avenue between Water and Zaragoza Streets; said parcel being a 6,666.60 sq. ft. (0.1530 of an acre) tract of land situated in the 100 block of Juarez Avenue, Western Division, City of Laredo, Webb County, Texas, being generally described on attached Exhibit "A"; and,

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS ____ DAY OF _____, 2014

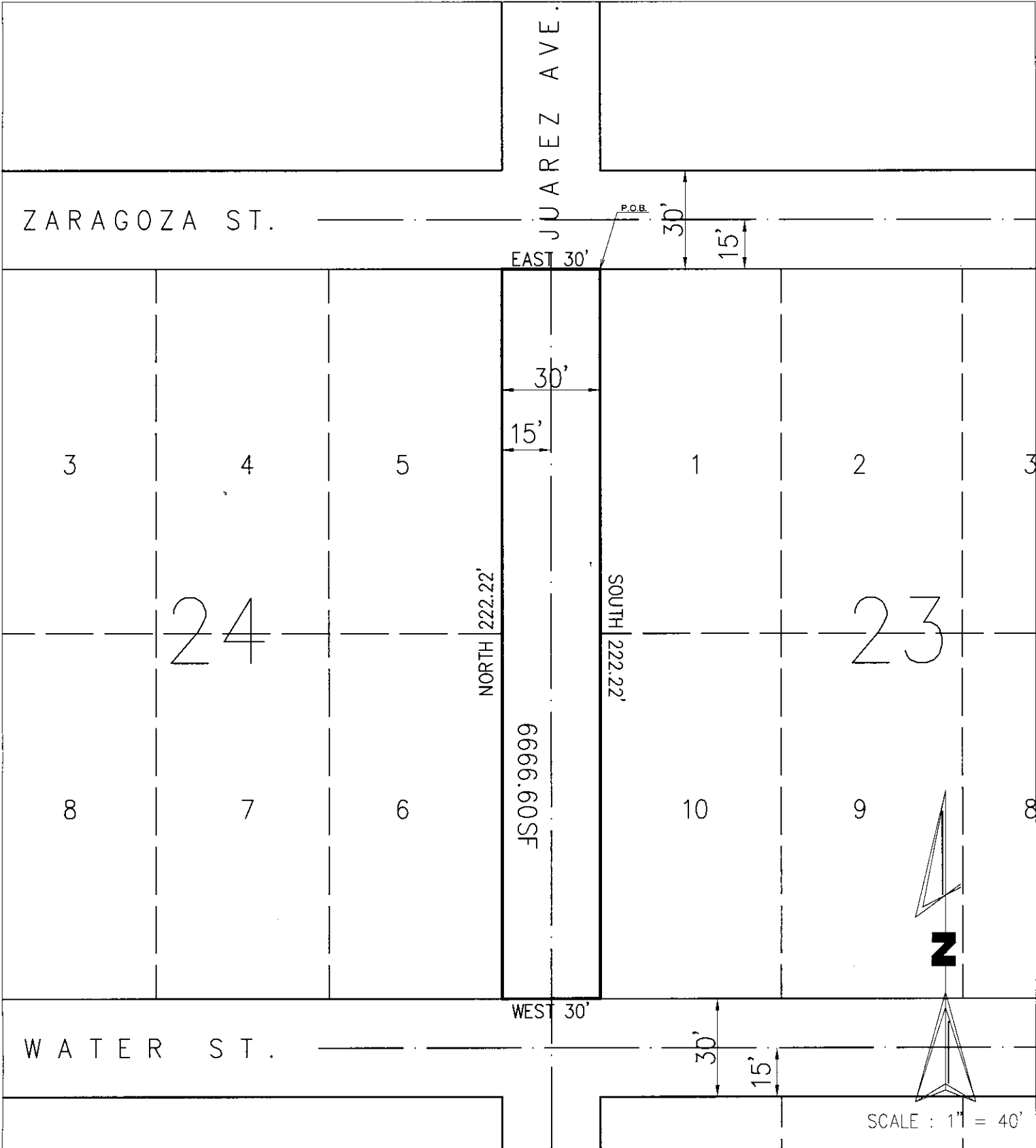
RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO IV
CITY ATTORNEY

By: _____
DOANH T. NGUYEN
ASST. CITY ATTORNEY



Juarez Ave. between Zaragoza St. and Water St. a parcel of land 30 feet wide lying between Block 23 and 24, Western Division, City of Laredo, Texas, as per original map of said City and described as follow:

BEGINNING at the Northwest corner of Block 23,
THENCE South 222.22 feet to the Southwest corner of Block 23.
THENCE West 30 feet to the Southeast corner of Block 24.
THENCE North 222.22 feet to the Northeast corner of Block 24.
THENCE East 30 feet to the POINT OF BEGINNING

Exhibit prepared from record information from a certified survey done by Paul Garza Jr., P.E. TX No. 18775 on May 21, 1971, and from City of Laredo Plat Book recorded in Vol. 7 Page 15, of the Webb County plat records.

EXHIBIT		
JUAREZ AVE BETWEEN WATER ST. AND ZARAGOZA ST. WESTERN DIVISION		
City of Laredo Webb County, Texas		
	BY:	DATE:
DRAWN:	P. Pinto	08-26-14
CHECKED:	R. Rivera	08-26-14

CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. LAREDO, TX. 78040

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Carlos Villarreal, City Manager

Staff Source: Roberto Murillo, P.E., P.T.O. E., Traffic Safety Manager

SUBJECT

Setting the maximum speed limit on that portion of Milo Rd. within the city limits of Laredo, Webb County, Texas, as 40 MPH, between FM 1472 and 2200 feet East of Sara Rd. as defined in the control section map provided by the City of Laredo, Traffic Safety Division. **(Approved by Operations Committee)**

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Graduated speed zone studies by the City of Laredo, Traffic Safety Division have been performed on Milo Rd., between FM 1472 Rd. and 2200 feet of Sara Rd. The study indicates that the new speed that shall govern for the Milo Rd. section of roadway shall be as follows:

40 MPH from FM 1472 Rd. and 2200 feet East of Sara Rd.

A map defining the above speed zone has been prepared by the Laredo Traffic Safety Division. This information is being submitted to the City Council for approval of an ordinance to establish the proposed speed limit for the area described.

The City of Laredo Traffic Safety Division will be responsible for the installation and/or removal of all traffic signs.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends introduction of this ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

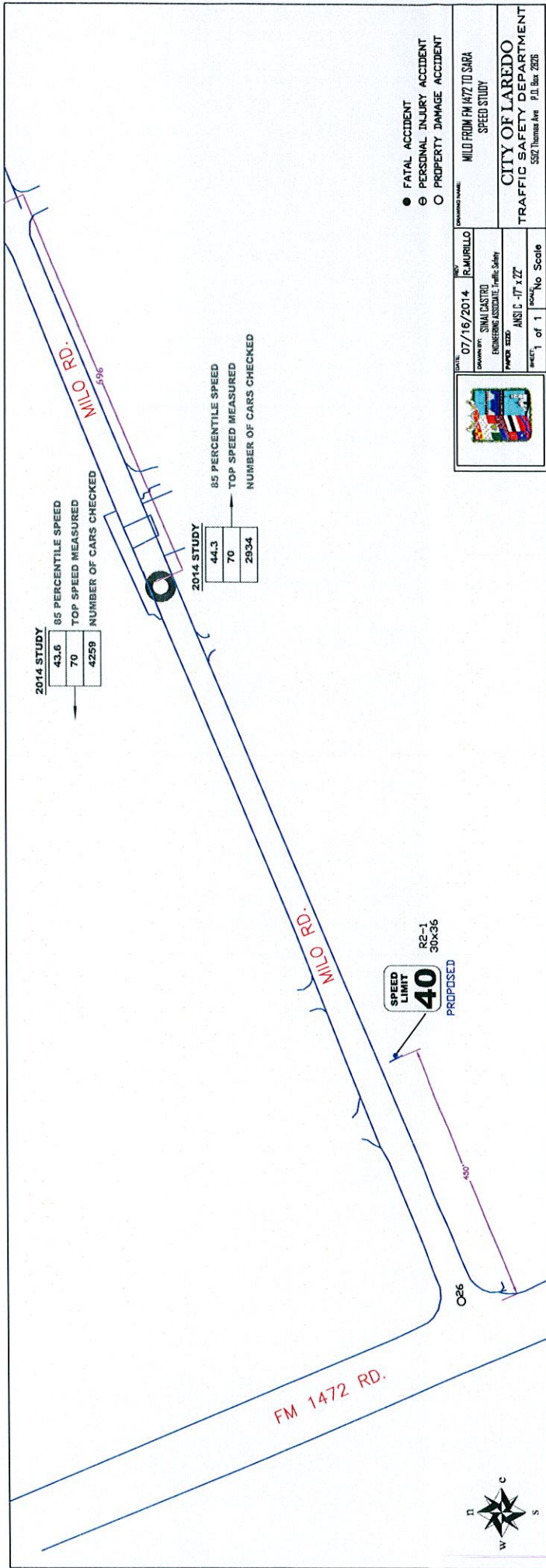
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Attachments

Milo Models 1,2 and 3

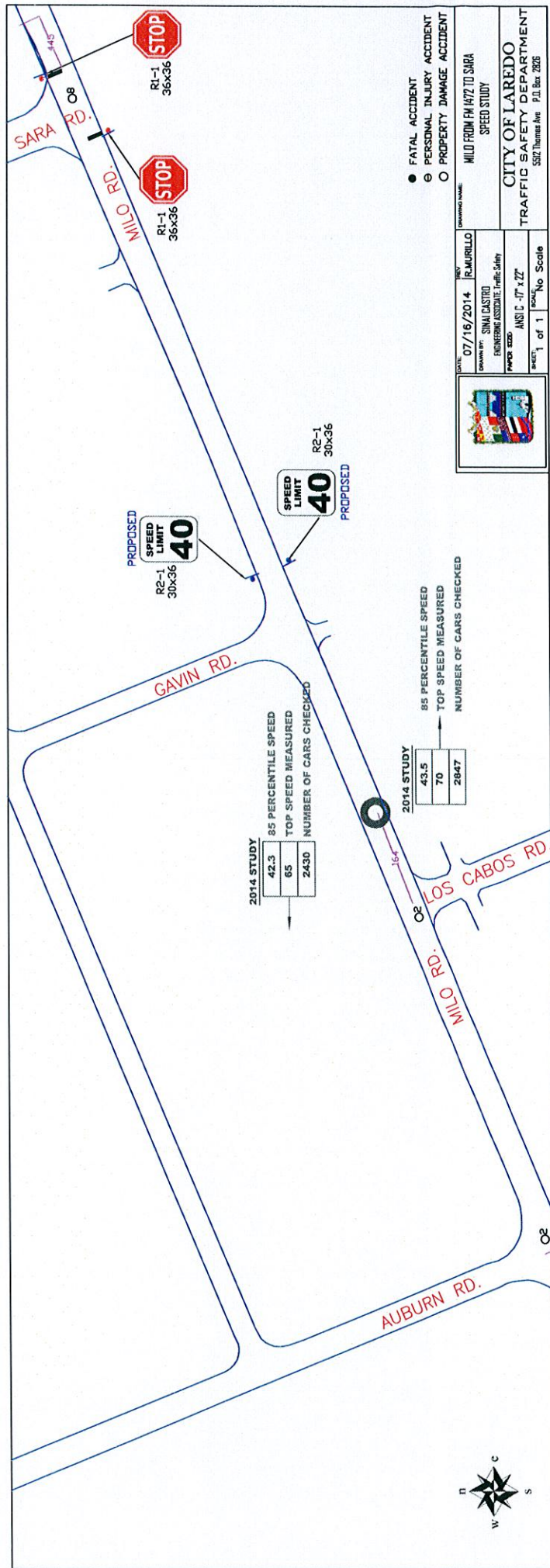
Intro Ordinance - Milo

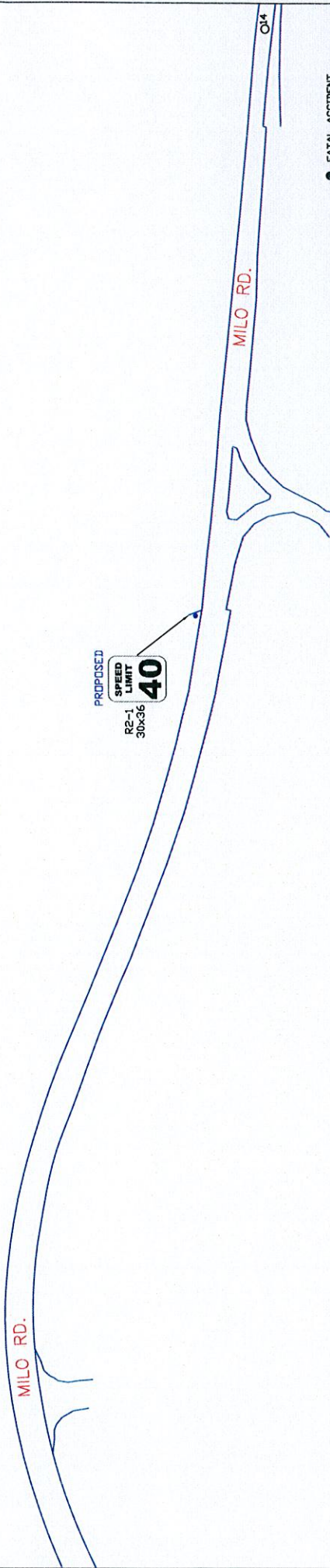
Milo Speed Study Diagram




	DATE	07/16/2014	REV	PLAURILLO
	DRAWN BY	SINAI CASTRO	ENGINEERING ASSOCIATE Traffic Safety	
	PAPER SIZE	AISC - 11" x 17"		
	SHEET	1 of 1	SCALE No Scale	

WILD FROM FM 1472 TO SARA
SPEED STUDY
CITY OF LAREDO
TRAFFIC SAFETY DEPARTMENT
5507 Thomas Ave P.O. Box 2206





	DATE	07/16/2014	BY	R. MURILLO
	DESIGNED BY	SIMAI CASTRO	FOR	TRAFFIC SAFETY
PROJECT		MISC - 17 x 22		
SHEET		1 of 1	SCALE	No Scale

PROJECT NAME: MILO FROM FM 1477 TO SARA
SPEED STUDY

CITY OF LAREDO
TRAFFIC SAFETY DEPARTMENT
5502 Thomas Ave P.O. Box 2626

ORDINANCE 2014 0 XXX

SETTING THE MAXIMUM SPEED LIMITS ON THAT PORTION OF MILO RD. WITHIN THE CITY LIMITS OF LAREDO, WEBB COUNTY, TEXAS, AS 40 MPH, BETWEEN FM 1472 AND 2200 FEET EAST OF SARA RD., AS DEFINED IN THE CONTROL SECTION MAP PROVIDED BY THE CITY OF LAREDO, TRAFFIC SAFETY DIVISION.

WHEREAS, state law requires that an engineering and traffic investigation serve as the basis for a city to alter a speed limit; and

WHEREAS, the City of Laredo Traffic Safety Division has undertaken a thorough traffic investigation of that portion of Milo Rd., lying within the city limits of Laredo, Webb county, Texas, utilizing Texas State Department of Highways and Public Transportation procedures; and

WHEREAS, a speed study and traffic accident examination of that portion of Milo Rd. has been completed by the City of Laredo Traffic Safety Division; and

WHEREAS, the City of Laredo Traffic Safety Division has recommended that the maximum speed limits on that portion of Milo Rd. lying within the city limits of Laredo, Webb County, Texas, be altered in accordance with said study; and

WHEREAS, the City Council of the City of Laredo is of the same opinion.

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

SECTION 1: That any other prior enacted ordinances regulating same be repealed and superceded.

AN ORDINANCE DESIGNATING THE SPEED ZONE FOR THAT SECTION OF MILO RD. BETWEEN FM 1472 RD., AND 2200 FEET EAST OF SARA RD.

SECTION 2: That the maximum speed limits on the portions of Milo Rd. lying within the City limits of Laredo shall be altered and posted as follows;

40 MPH from FM 1472 and 2200 feet East of Sara Rd.;

; and

SECTION 3: This ordinance shall be published one time in an official newspaper in the City of Laredo; and

SECTION 4: That this Ordinance shall take effect at expiration of thirty (30) days after adoption, provided there has been publication as provided in Section 2.09 (D) of the Laredo city charter, and shall supersede any prior ordinances for the sections described.

APPROVED BY THE MAYOR ON THIS _____ DAY _____, 2014.

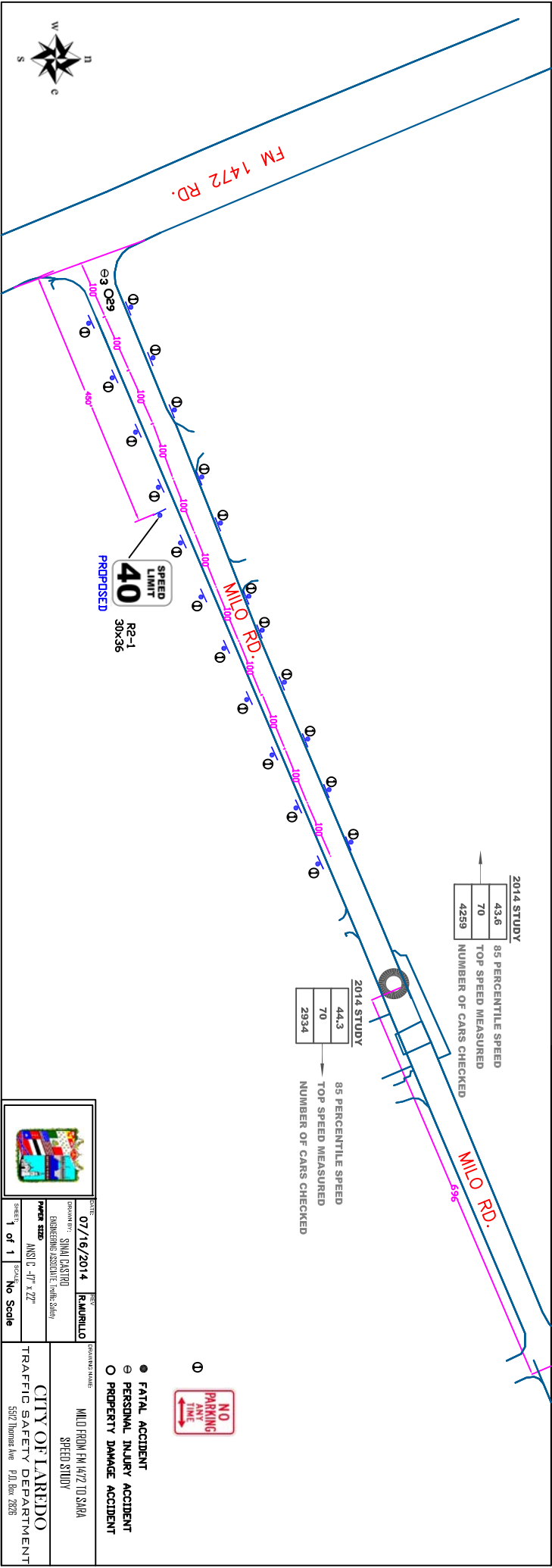
Raul G. Salinas
Mayor

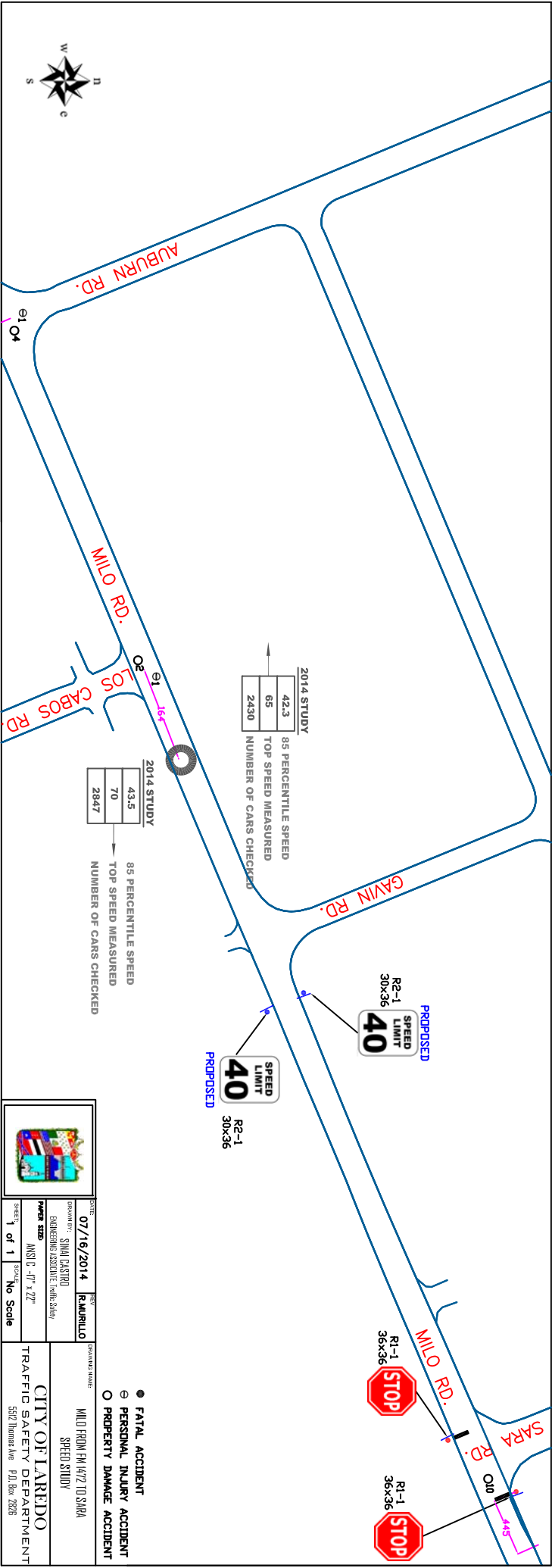
Attest:

Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:
Raul Casso
City Attorney

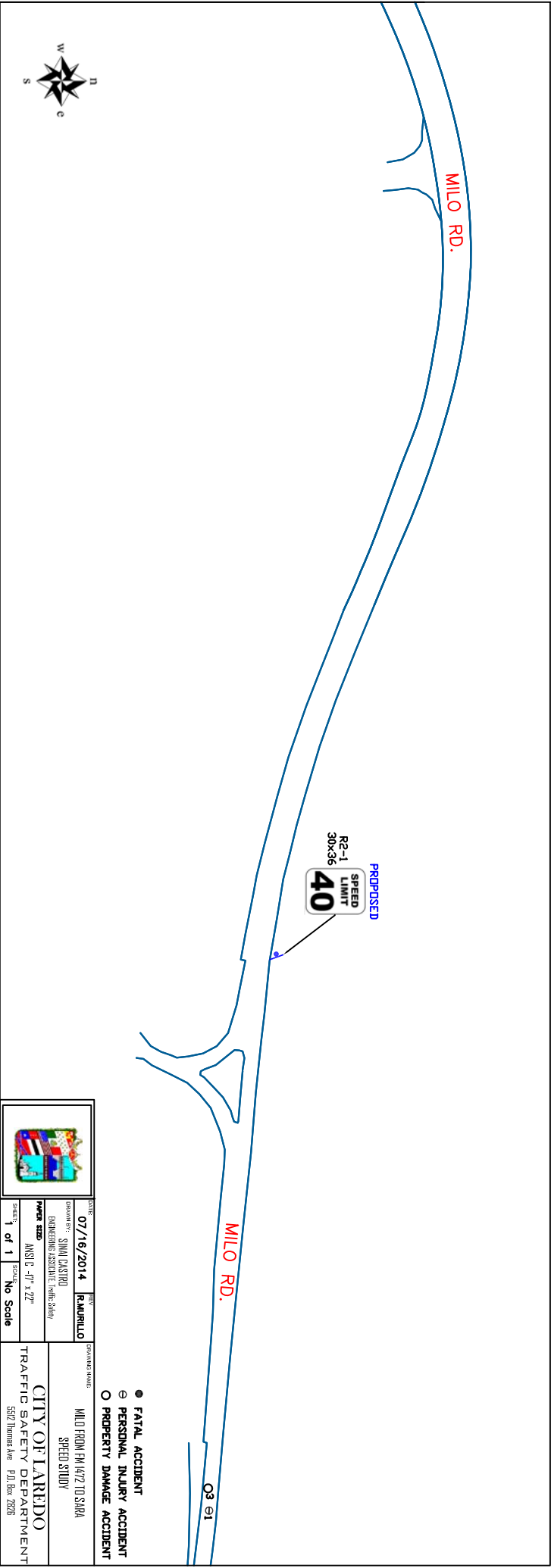
By: _____
Kristina L. Hale
Assistant City Attorney





DATE: 07/16/2014
DRAWN BY: SINAL CASTRO
ENGINEERING ASSOCIATE, Traffic Safety
PROJECT: 5502
SHEET: 1 of 1
SCALE: No Scale

CITY OF LAREDO
TRAFFIC SAFETY DEPARTMENT
5502 Turner Ave. P.O. Box 2826



City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: Roberto Murillo, Traffic Manager

SUBJECT

Authorizing the City Manager to set the new speed limits on portions of Loop 20 (Cuatro Vientos), within the City Limits of Laredo, Webb County, Texas, as defined in the Texas Department of Transportation Control Section Maps 0086-14 and 0086-16, providing for the installation of appropriate signs to indicate new speed limit changes in the designated areas and providing for publication and effective date. **(Approved by Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The Texas Department of Transportation has conducted a speed study and is requesting new speeds that should govern on sections of Loop 20 , south of Clark Blvd. (Spur 400) to improve traffic flow and safety for Loop 20 as follows:

60 MPH from Mile Point 20.418 to Mile Point 20.892, as defined in the Texas Department of Transportation control map 0086-14 (approximately 2000 feet south of the Tex-Mex Railroad to the middle of the SH 359 overpass)

60MPH from Mile Point 9.636 to Mile Point 10.485 (the middle of the SH359 overpass to the south end of the bridge in the vicinity of Summer Park

65 MPH from Mile Point 10.485 to Mile Point 11.832 (south end of the bridge in the vicinity of Summer Park to approximately 528 feet north of Wormser Rd.

65MPH from Mile Point 12.032 to Mile Point 14.386 (approximately 528 feet south of Wormser Rd. to approximately 570 feet south of Cielito Lindo)

as defined in the Texas Department of Transportation control section map 0086-14 and

0086-16.

Upon approval of this ordinance, TxDOT will be responsible for the installation of the new speed limit signs on the above mentioned section of Loop 20. (See control section maps 0086-14 and 0086-16 provided by TxDOT showing existing and proposed speed limits on this section of Loop 20).

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends introduction of this ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

SL 20 Speed Limits

Strip Maps

Cuatro Vientos Ord.



Texas Department of Transportation[®]

1817 BOB BULLOCK LOOP • LAREDO, TX 78043 • (956) 712-7400 FAX (956) 712-7401

August 13, 2014

City Manager
Carlos R. Villarreal
City of Laredo City Manager
1110 Houston St.
Laredo, TX 78040

Re: Speed Zoning
County: Webb
Highway: SL 20 (Loop 20)
Control Section: 0086-14 & 0086-16

Dear Mr. Villarreal:

We have completed a speed study for the above-mentioned highway and we are providing you with the speed zone strip map. The new speed that shall govern for this roadway will be as follows:

CS 0086-14

60 MPH from Mile Point 20.418 to Mile Point 20.892
Approx. 2,000' south of the Tex-Mex Railroad to the middle of the SH 359 overpass

CS 0086-16

60 MPH from Mile Point 9.636 to Mile Point 10.485
The middle of the SH 359 overpass to the south end of the bridge in the vicinity of Summer Park

65 MPH from Mile Point 10.485 to Mile Point 11.832
South end of the bridge in the vicinity of Summer Park to approx. 528' north of Wormser Rd

65 MPH from Mile Point 12.032 to Mile Point 14.386
Approx. 528' south of Wormser Rd to approx. 570' south of Cielito Lindo Blvd

We respectfully request that you please submit this strip map to the City Council during your next meeting so that a city ordinance may be passed. Please include these speed zones as defined above in your ordinance and provide us with a copy of the approved city ordinance for our files. Upon receipt of a copy of the city ordinance, we will schedule the installation of the new speed limit signs.

Should you have any questions or need additional information, please call me at (956) 764-1230 or Israel Arriaga at (956) 764-1224.

Sincerely,

for Danny Magee, P.E.,
Director of Transportation Operations

OUR GOALS

MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer

DM:ia

Attachment

cc: Jorge Rodriguez, P.E., Transportation Engineer
Humberto Ramirez, Jr., P.E., Transportation Engineer
Israel Arriaga, General Engineering Technician
File Copy

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

ORDINANCE 2014-O-XXX

SETTING THE NEW SPEED LIMITS ON PORTIONS OF LOOP 20 (CUATRO VIENTOS), WITHIN THE CITY LIMITS OF LAREDO, WEBB COUNTY, TEXAS, AS DEFINED IN THE TEXAS DEPARTMENT OF TRANSPORTATION CONTROL SECTION MAPS 0086-14 AND 0086-16, PROVIDING FOR THE INSTALLATION OF APPROPRIATE SIGNS TO INDICATE NEW SPEED LIMIT CHANGES IN THE DESIGNATED AREAS AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, V.A.T.C.S., Texas Transportation Code 545.356(b) authorizes the City Council to change the speed limits of any highway or street within the incorporated area of the City; and

WHEREAS, the Texas Department of Transportation (TxDOT) is requesting new speed limit changes on portions of Loop 20 (Cuatro Vientos), as defined in the Texas Department of Transportation control section maps 0086-14 and 0086-16, to be in effect on this section of roadway; and

WHEREAS, TxDOT will be responsible for the installation of speed limit signs on portions of Loop 20 (Cuatro Vientos); and

WHEREAS, the implementation of speed limit changes on portions of Loop 20 (Cuatro Vientos) is a positive step in securing the safety of our citizens; and

WHEREAS, the maximum speed limit on portions of Loop 20 (Cuatro Vientos) that will be in effect are 60 MPH, from MP 20.418 to MP 20.892, as defined in the Texas Department of Transportation control section map 0086-14, and 60 MPH from MP 10.485 to MP 11.832, 65 MPH from MP 10.485 to MP 11.832, and 65 MPH from MP 12.032 to MP 14.386, as defined in the Texas Department of Transportation control section map 0086-16, to be in effect;

WHEREAS, the City Council of the City of Laredo supports TxDOT's efforts to request the new speed limit changes on portions of Loop 20 (Cuatro Vientos) and is of the same opinion; and

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

SECTION 1: The maximum speed limit on portions of Loop 20 (Cuatro Vientos) within the city limits of Laredo, Webb County, Texas as 60 MPH, from MP 20.418 to MP 20.892, as defined in the Texas Department of Transportation control section map 0086-14, and 60 MPH from Mile Point 10.485 to Mile Point 11.832, 65 MPH from Mile Point 10.485 to Mile Point 11.832, and 65 MPH from Mile Point 12.032 to Mile Point 14.386, as defined in the Texas Department of Transportation control section map 0086-16, to be in effect.

**AN ORDINANCE SETTING THE MAXIMUM SPEED LIMIT ON THAT PORTION OF
LP 20 (CUATRO VIENTOS) AS DESCRIBED IN THE TEXAS DEPARTMENT OF
TRANSPORTATION CONTROL SECTION MAP 0086-14 AND 0086-16.**

SECTION 2: The City Manager and the Chief of Police be and are hereby authorized to take the necessary steps to carry out this ordinance;

SECTION 3: This ordinance shall be published one time in an official newspaper in the City of Laredo;

SECTION 4: This ordinance shall take effect at expiration of thirty (30) days after adoption, provided there has been publication as provided in Section 2.09 (D) of the Laredo City Charter, and shall supersede any prior ordinance for the sections described.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
_____ DAY OF _____, 2014.**

RAUL G. SALINAS, MAYOR

ATTEST:

**GUSTAVO GUEVARA, JR
CITY SECRETARY**

**APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY**

**BY: _____
KRISTINA L. HALE,
ASST. CITY ATTORNEY**

Final Reading of Ordinances

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Jesus J. Ruiz, applicant; Home Mart, Inc./359 East-Royal Land, L.C., owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-098 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 4A and 5A, Block 2, Las Blancas Subdivision Unit 2, located at 102 and 106 Camino Nuevo Road, from B-4 (Highway Commercial District) to M-1 (Light Manufacturing District); providing for publication and effective date.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Council District: II – Esteban Rangel

Proposed use: Used Merchandise/Flea Market

Site: vacant lot

Surrounding land uses: The properties to the north, west and south are vacant land. The property to the east is the Webb County Youth Village and vacant land.

Comprehensive Plan: The Comprehensive Plan identifies this area as Heavy Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies State Highway 359 as an Expressway and does not identify Camino Nuevo Road.

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

STAFF COMMENTS

Staff supports the request for the following reasons:

1. The proposed district is compatible with the existing zones and uses along this section of State Highway 359.
2. This area is following a trend of heavy commercial and industrial development.

3. The property is large enough to sustain uses typically allowed in an M-1 district.
4. The proposed zone change is appropriate at this location because it is located along a heavy commercial corridor, with easy access to an Expressway.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

No, there are other industrial uses in the vicinity.

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

No, there are other existing M-1 Districts along this section of State Highway 359.

Will change adversely influence living conditions in the neighborhood?

No, this property is surrounded by institutional uses and vacant land.

Are there substantial reasons why the property can not be used in accord with existing zoning?

No, the existing zoning allows for sufficient commercial uses.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 6 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff supports the proposed zone change.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

[Ordinance](#)

[Zoning Map](#)

[Aerial Map](#)

[Future Landuse Map](#)

[Pictures and Survey](#)

ORDINANCE NO. 2014-O-098

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 4A AND 5A, BLOCK 2, LAS BLANCAS SUBDIVISION UNIT 2, LOCATED AT 102 AND 106 CAMINO NUEVO ROAD, FROM B-4 (HIGHWAY COMMERCIAL DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots 4A and 5A, Block 2, Las Blancas Subdivision Unit 2, located at 102 and 106 Camino Nuevo Road, from B-4 (Highway Commercial District) to M-1 (Light Manufacturing District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 17, 2014, and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

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

WHEREAS, the City Council has held a public hearing on August 18, 2014, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lots 4A and 5A, Block 2, Las Blancas Subdivision Unit 2, located at 102 and 106 Camino Nuevo Road, from B-4 (Highway Commercial District) to M-1 (Light Manufacturing District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY




APPLICATION FOR
B4 (HIGHWAY COMMERCIAL DISTRICT)
TO M1 (LIGHT INDUSTRIAL DISTRICT)

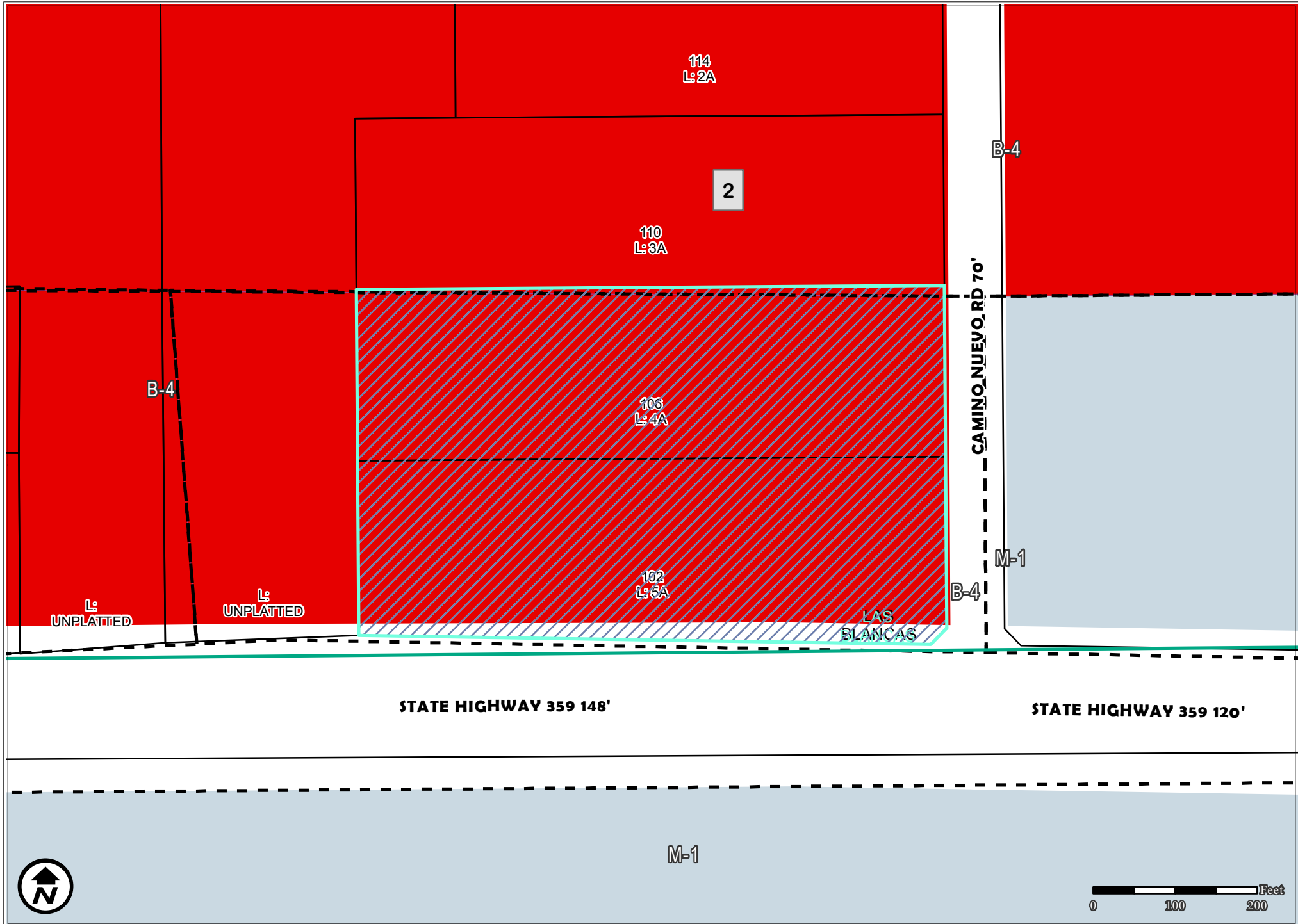
102 & 106 CAMINO NUEVO
COUNCIL DISTRICT 2
ZC-63-2014

ZONING MAP

1 inch = 150 feet

Date: 6/24/2014

-  S.U.P. (SPECIAL USE PERMITS)
-  C.U.P. (CONDITIONAL USE PERMITS)
-  S.U.P. & C.U.P.



APPLICATION FOR
B4 (HIGHWAY COMMERCIAL DISTRICT)
TO M1 (LIGHT INDUSTRIAL DISTRICT)

102 & 106 CAMINO NUEVO
COUNCIL DISTRICT 2
ZC-63-2014

AERIAL MAP
1 inch = 150 feet
Date: 6/24/2014



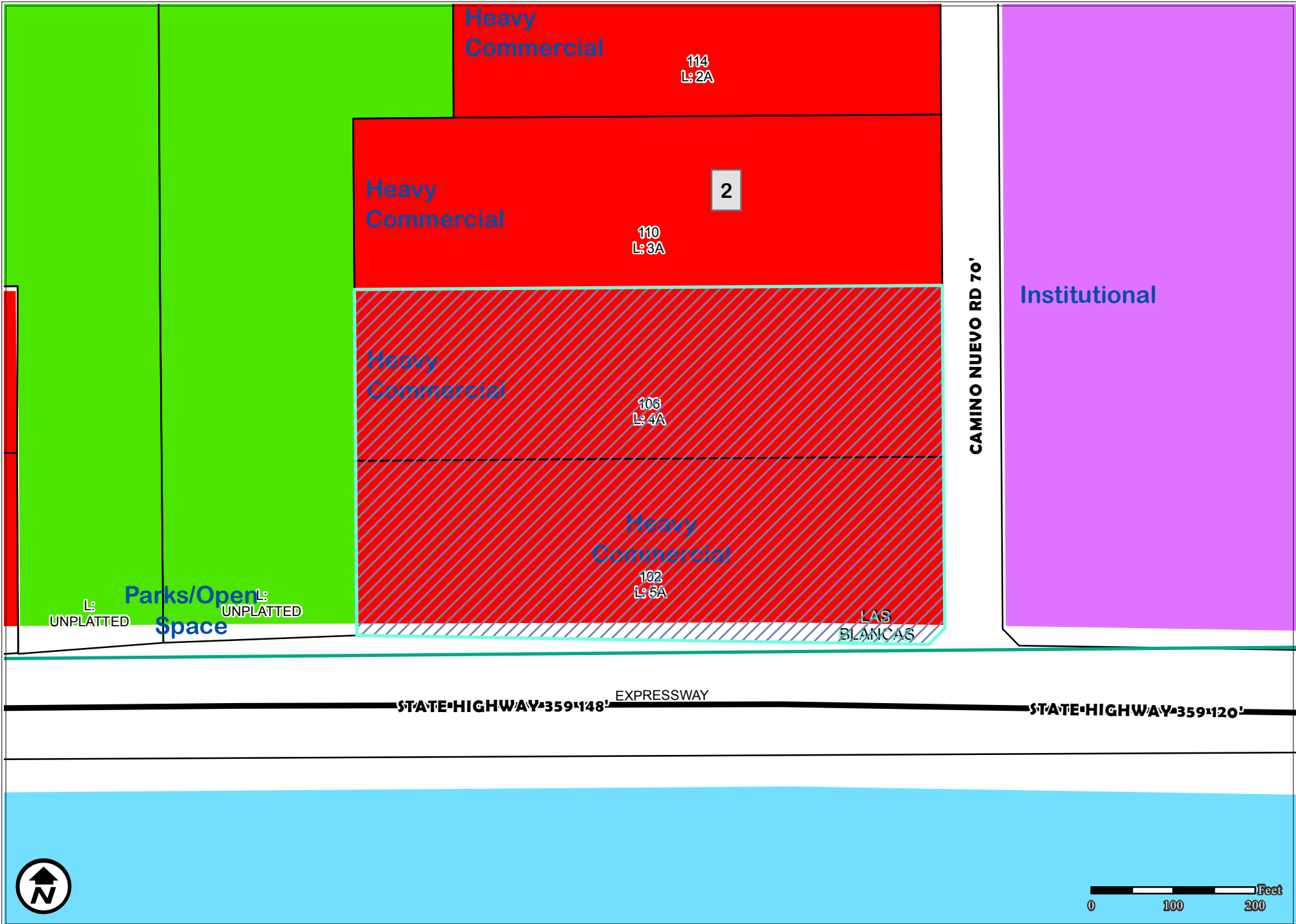
APPLICATION FOR
B4 (HIGHWAY COMMERCIAL DISTRICT)
TO M1 (LIGHT INDUSTRIAL DISTRICT)

102 & 106 CAMINO NUEVO
COUNCIL DISTRICT 2
ZC-63-2014

FUTURE LANDUSE MAP

1 inch = 150 feet

Date: 6/24/2014



ZC-63-2014

102 and 106 Camino Nuevo Rd.

B-4 (Highway Commercial District) to M-1 (Light Manufacturing District)



ZC-63-2014

102 and 106 Camino Nuevo Rd.

B-4 (Highway Commercial District) to M-1 (Light Manufacturing District)



ZC-63-2014
102 and 106 Camino Nuevo Rd.
B-4 (Highway Commercial District) to M-1 (Light Manufacturing District)



APPLICATION FOR

B4 (HIGHWAY COMMERCIAL DISTRICT)
TO M1 (LIGHT INDUSTRIAL DISTRICT)

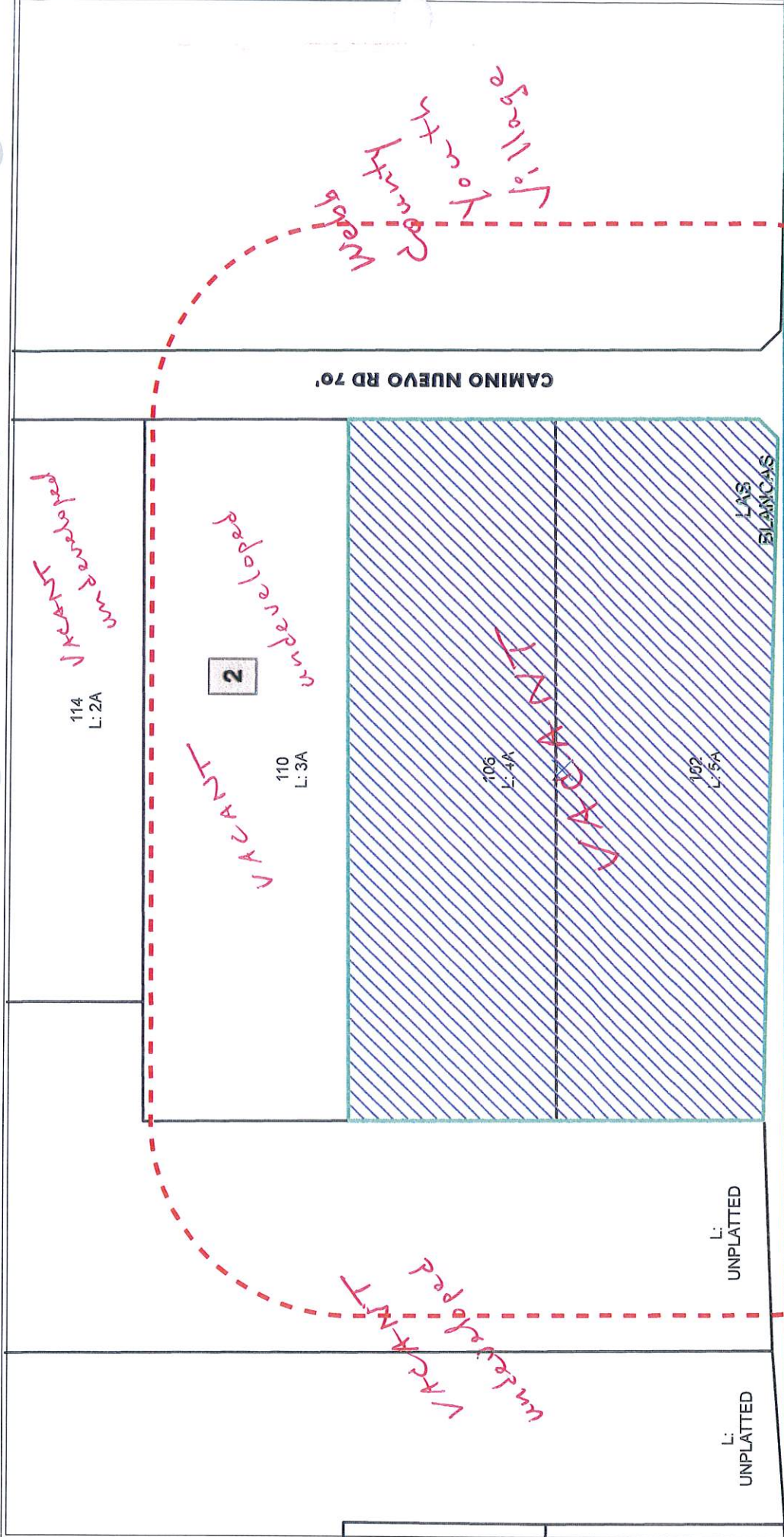
102 & 106 CAMINO NUEVO
COUNCIL DISTRICT 2

200' NOTIFICATION

1 inch = 150 feet

Date: 6/24/2014

ZC-63-20



STATE HIGHWAY 359 148'

STATE HIGHWAY 359 120'

CAMINO NUEVO RD 70'

Webb
County
Koch
Lilleg
Lilleg



Final Reading of Ordinances

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: J & J Flores Properties, Ltd., applicant; George A. Juarez, representative

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-099 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 3, Block 1, Martinez Business Park Unit 2, located at 1411 Jacaman Road, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Council District: V – The Honorable Roque Vela, Jr.

Proposed use: Commercial

Site: Vacant land and access easement for Bricks and Tile International

Surrounding land uses: North of the site are Vaqueros Country Bar, Joe Jackson North Funeral Chapel and vacant land. South of the site are vacant land and Bricks and Tile International. West of the site are Salon de Soleil, Martinez Pharmacy, Eluid Acevedo, M.D., Isla Physical Therapy, Mangual Family Medicine, Top Hair and Physician Laboratory Services. East of the site Apple Bee Learning Center, Jischke Gymnastics & Fitness Center and Laredo Alarm Company.

Comprehensive Plan: The Future Land Use Map recognizes this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Jacaman Road as a Major Collectors.

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

STAFF COMMENTS

Staff supports the request for the following reasons:

1. This area is following a trend of heavy commercial uses.
2. The proposed district is compatible with the existing zones and uses along this section of Jacaman Road.
3. The property is located near the intersection of a major arterial and a major collector.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

No, the established land use pattern includes heavy commercial uses.

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

No, there is an existing B-4 district to the west and north of the property.

Will change adversely influence living conditions in the neighborhood?

No, this area is already following a trend of heavy commercial uses.

Are there substantial reasons why the property can not be used in accord with existing zoning?

No, the existing zone only allows for sufficient commercial uses.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 6 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff supports the proposed zone change.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

- Ordinance
 - Zoning Map
 - Aerial Map
 - Future Landuse Map
 - Pictures and Survey
-

ORDINANCE NO. 2014-O-099

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 3, BLOCK 1, MARTINEZ BUSINESS PARK UNIT 2, LOCATED AT 1411 JACAMAN ROAD, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lot 3, Block 1, Martinez Business Park Unit 2, located at 1411 Jacaman Road, from B-3 (Community Business District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 17, 2014, and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

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

WHEREAS, the City Council has held a public hearing on August 18, 2014, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lot 3, Block 1, Martinez Business Park Unit 2, located at 1411 Jacaman Road, from B-3 (Community Business District) to B-4 (Highway Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

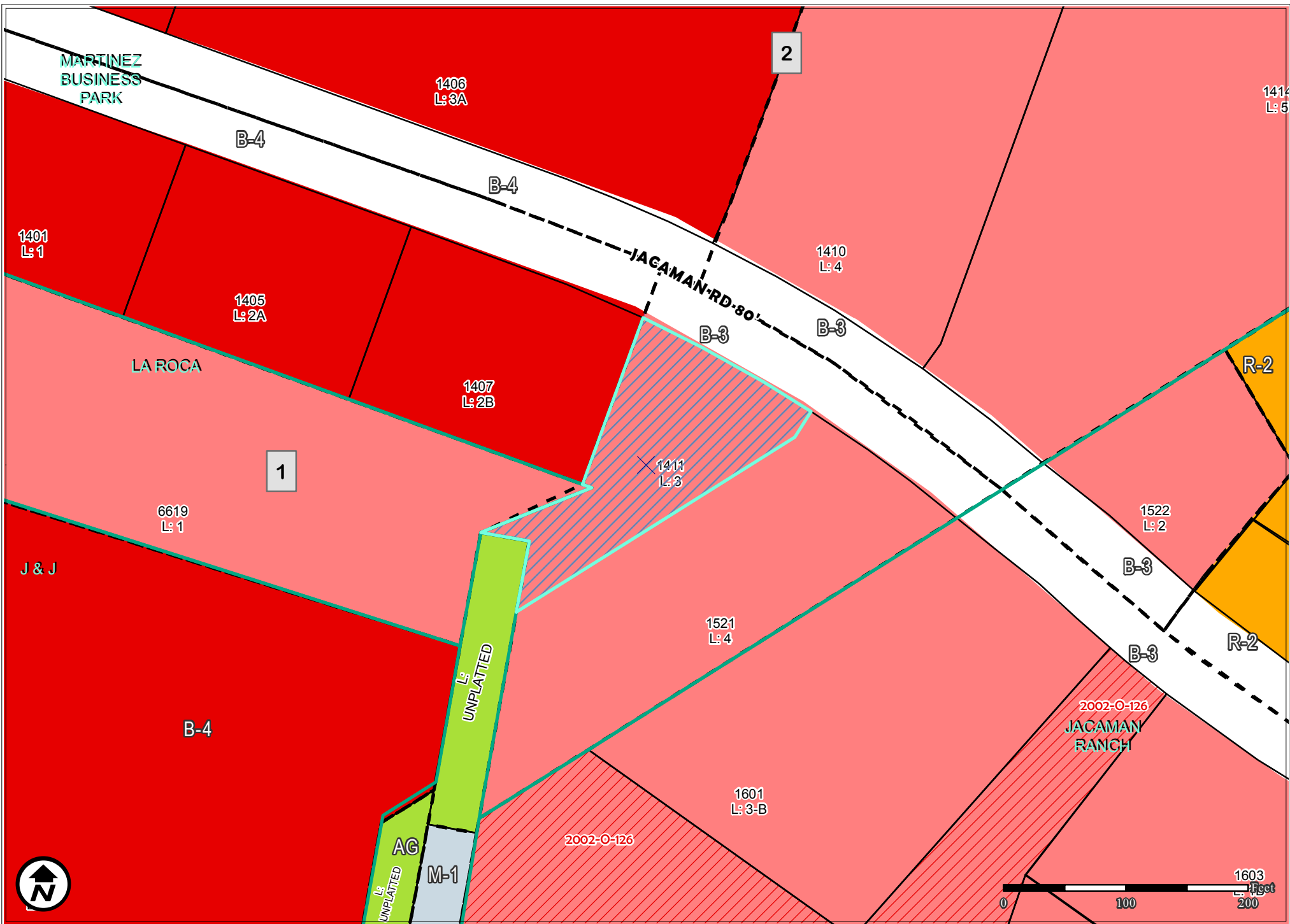
RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

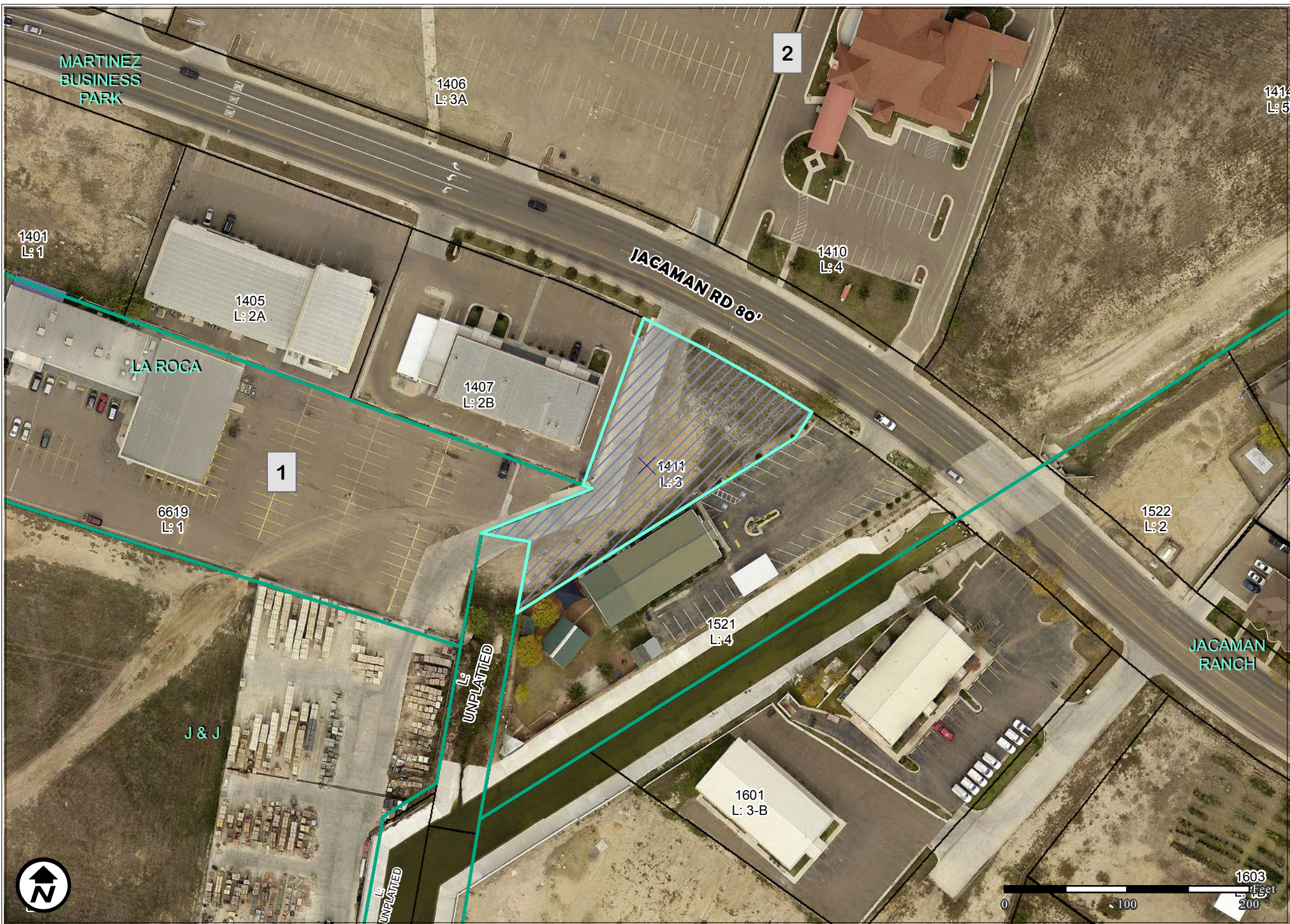


**REZONE FROM
B3 (GENERAL BUSINESS DISTRICT)
TO B4 (HIGHWAY COMMERCIAL DISTRICT)**

**1411 JACAMAN RD
COUNCIL DISTRICT 5
ZC-60-2014**

ZONING MAP
1 inch = 100 feet
Date: 6/25/2014

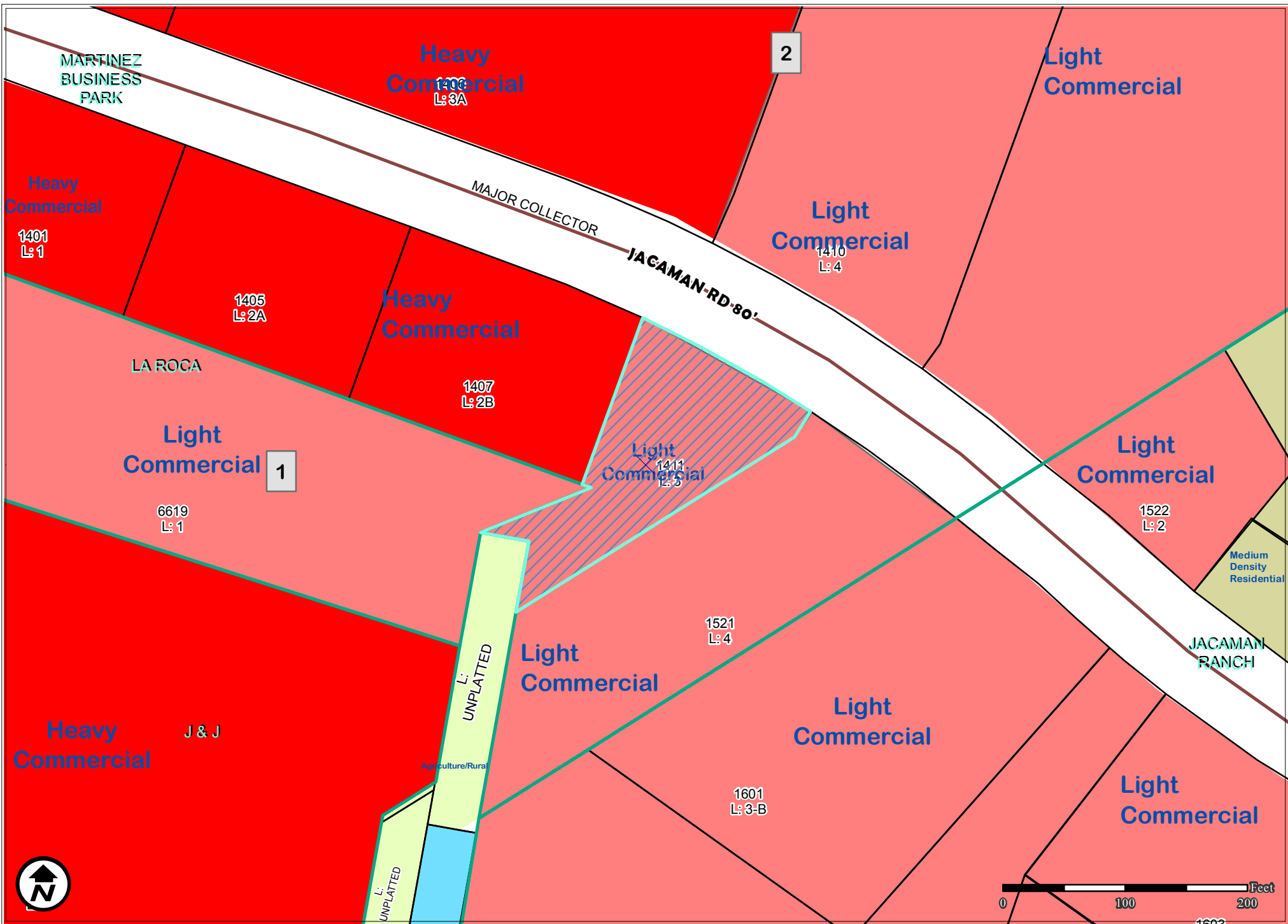
- S.U.P. (SPECIAL USE PERMITS)
- C.U.P. (CONDITIONAL USE PERMITS)
- S.U.P. & C.U.P.



REZONE FROM
B3 (GENERAL BUSINESS DISTRICT)
TO B4 (HIGHWAY COMMERCIAL DISTRICT)

1411 JACAMAN RD
COUNCIL DISTRICT 5
ZC-60-2014

AERIAL MAP
1 inch = 100 feet
Date: 6/25/2014



REZONE FROM
B3 (GENERAL BUSINESS DISTRICT)
TO B4 (HIGHWAY COMMERCIAL DISTRICT)

1411 JACAMAN RD
COUNCIL DISTRICT 5
ZC-60-2014

FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 6/25/2014

ZC-60-2014

1411 Jacaman Rd.

B-3 (Community Business District) to B-4 (Highway Commercial District)



ZC-60-2014

1411 Jacaman Rd.

B-3 (Community Business District) to B-4 (Highway Commercial District)





200' NOTIFICATION
1 inch = 100 feet
Date: 6/25/2014

Final Reading of Ordinances

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Zepold Properties LTD, Daniel Lopez, Owner and Ever Kissi, Applicant

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-100 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lots 4, 5, 6, 7, 8, and 9, Block 71, Eastern Division, located at 2020 Corpus Christi; providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Alejandro "Alex" Perez, Jr., at their regular meeting of August 18, 2014.

BACKGROUND

Council District: III – The Honorable Alejandro “Alex” Perez, Jr.

Proposed use: Restaurant selling alcohol

Site: The site is occupied by Danny’s Restaurant, and Tacos Kissi Restaurant.

Surrounding land uses: North of the site, are single family residences. North abutting the property is Danny’s Restaurant. East of the property are more single family residences and Lone Star Mall; which includes 12 miscellaneous commercial uses, Firestone, Golden Shrimp and Congregation Agudas Achim. South of the property are Quickie Bakery and Ruth B. Cowl Rehabilitation Center. West of the property are Raul’s BBQ, single family residences, Diocese of Laredo Chancery, Auto Liability Insurance, and a vacant lot. West abutting the property is a vacant lot.

Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan does not identify Corpus Christi Street but identifies Malinche Avenue as a Major Collector.

Letters sent to surrounding property owners: 33 In Favor: 1 Opposed: 1

This is an appeal to City Council. Planning and Zoning Commission recommended denial at their regular meeting of July 17, 2014.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 5 to 1 vote, recommended denial of the Special Use Permit.

STAFF RECOMMENDATION

Staff supports the issuance of the special use permit at this location. The proposed use is compatible with the surrounding zones in the area and is in conformance with the Comprehensive Plan's designation for the area as Light Commercial. The proposed use is in compliance with Section 24.93.7 (b) (1). Establishments serving alcohol specific location.

Staff suggests the following conditions:

1. The Special Use Permit is issued to Daniel Lopez and Ever Kissi, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the following activities: for a restaurant serving alcohol on 2020 Corpus Christi, that will be open from Sunday through Thursday from 8:00 a.m. through 12:00 a.m., and Friday and Saturday from 8:00 a.m. through 1:00 a.m. to include holidays and as further described in the letter, Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved

capacity of a building or portion thereof.

13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.

14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.

15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.

16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance 2014-O-100

Exhibits A and B

Color Zoning Map

Color Overview Zoning Map

Color Future Land Use

Color Aerial Map

Distances Map

Survey Map

Survey Distances Map

Color Pictures ZC-59-2014

ORDINANCE NO. 2014-O-100

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOTS 4, 5, 6, 7, 8, AND 9, BLOCK 71, EASTERN DIVISION, LOCATED AT 2020 CORPUS CHRISTI STREET; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lots 4, 5, 6, 7, 8, and 9, Block 71, Eastern Division, located at 2020 Corpus Christi Street, has requested a Special Use Permit for a restaurant selling alcohol; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 17, 2014; and,

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

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

WHEREAS, the City Council has held a public hearing on August 18, 2014, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: A Special Use Permit is granted for a restaurant selling alcohol on Lots 4, 5, 6, 7, 8, and 9, Block 71, Eastern Division, located at 2020 Corpus Christi Street.

Section 2: The Special Use Permit is restricted to the following provisions:

1. The Special Use Permit is issued to Daniel Lopez and Ever Kissi, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the following activities: for a restaurant serving alcohol on 2020 Corpus Christi, that will be open from Sunday through Thursday from 8:00 a.m. through 12:00 a.m., and Friday and Saturday from 8:00 a.m. through 1:00 a.m. to include holidays and as further described in the letter, Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.

8. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

RAUL G. SALINAS
MAYOR

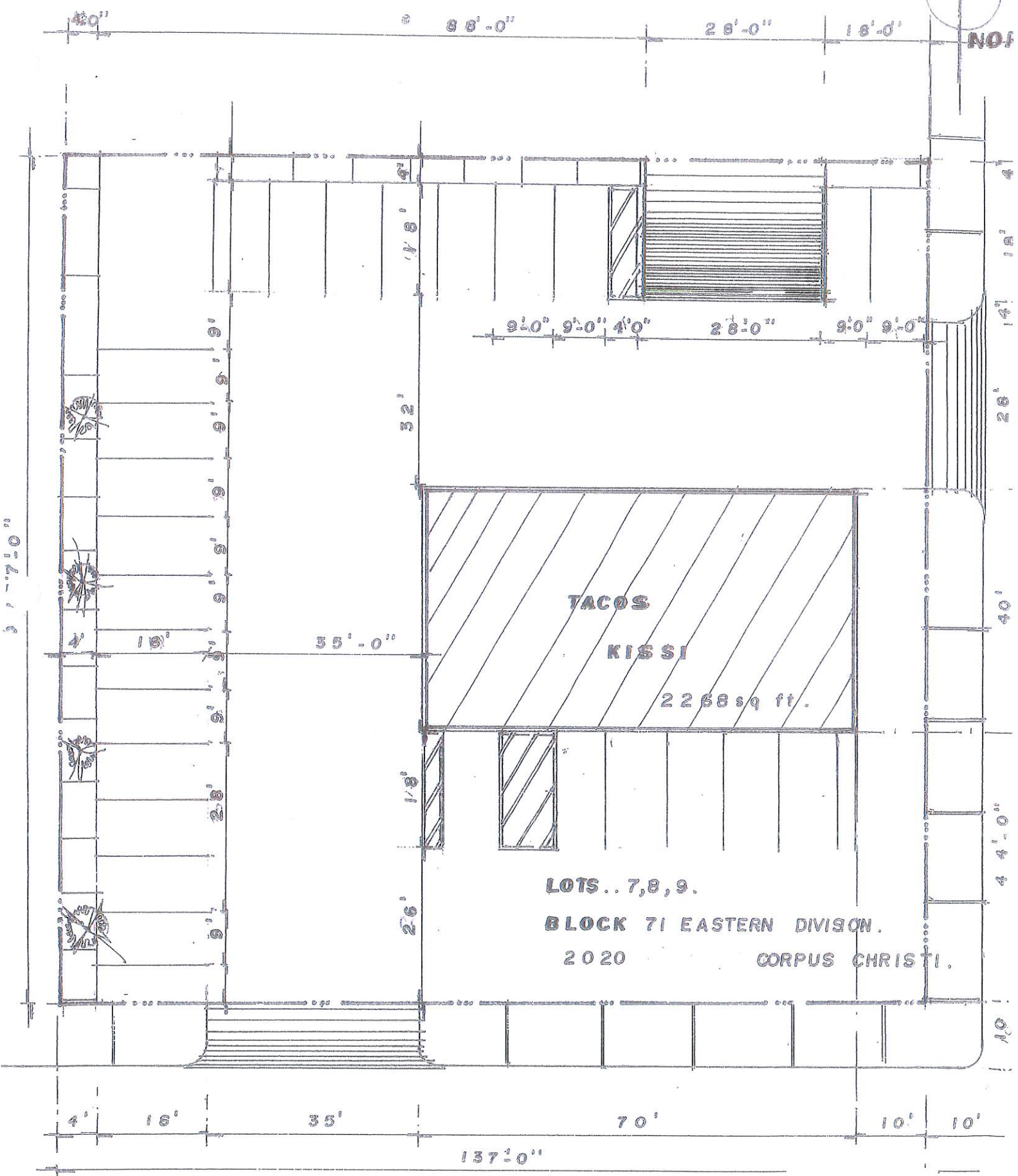
ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

SITE PLAN...



CORPUS CHRISTI.

Exhibit A

SCALE 1/20
1" = 20'-0"



Tacos Kissi is family oriented restaurant located on 2020 Corpus Christi, it currently employs 15 employees and hours of operations are as follows Sunday to Thursday 8:00 am to 12:00 pm and Friday to Saturday 8:00 am to 1:00 am . Beer and Wine License is for consumption during dining hours, it's a family orientated restaurant.

A handwritten signature in blue ink that reads "Ever Kissi".

Ever Kissi

Exhibit B

2020 Corpus Christi, Laredo, Texas 78040 (956) 568-2126



Attention: Alejandrina Sanchez

Dept: Planning

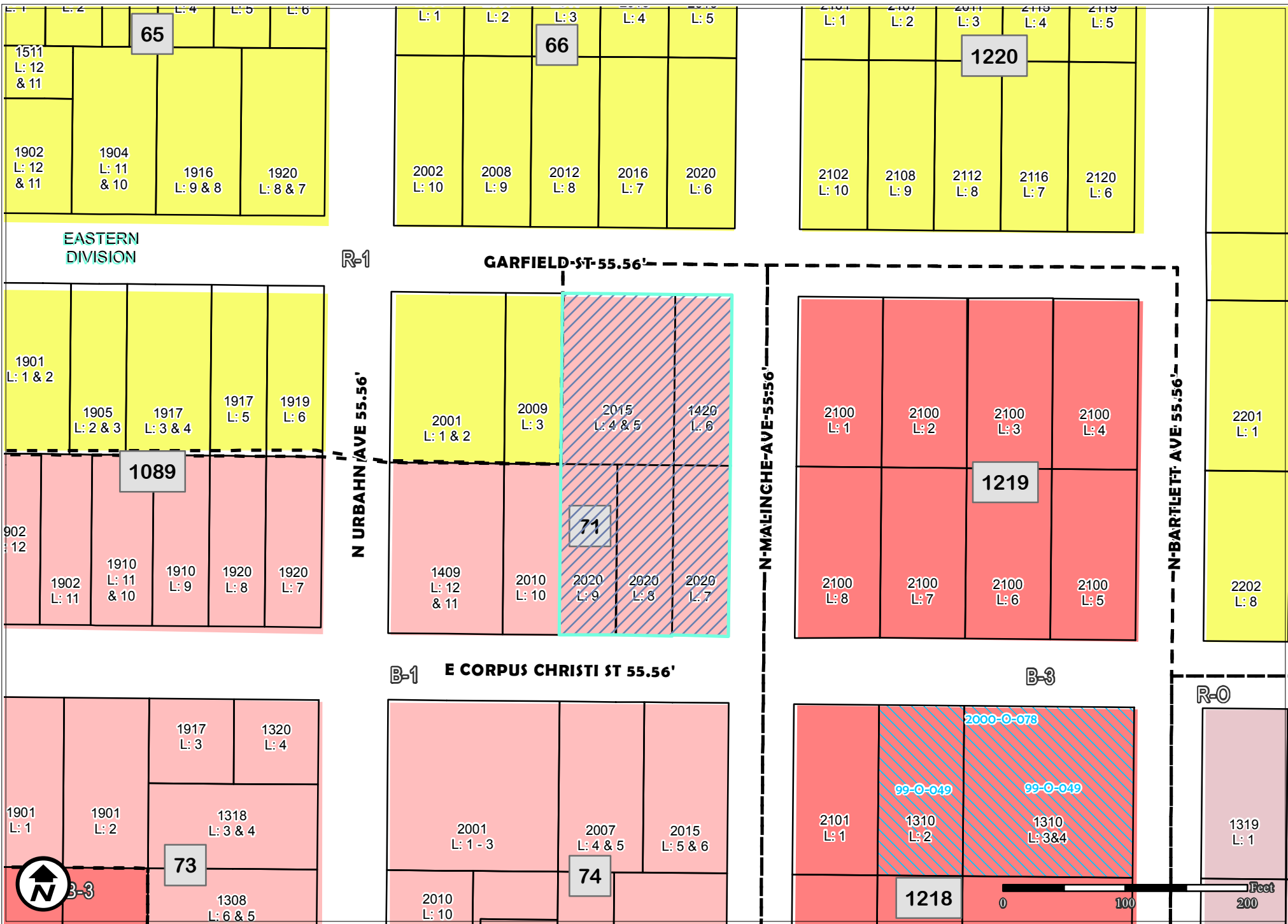
Revised

Tacos Kissi is family oriented restaurant located on 2020 Corpus Christi, it currently employs 15 employees and hours of operations are as follows Sunday to Thursday 8:00 am to 12:00 am and Friday to Saturday 8:00 am to 1:00 am, open on holidays. Beer and Wine License is for consumption during dining hours, it's a family orientated restaurant.

Ever Kissi

Exhibit B

2020 Corpus Christi, Laredo, Texas 78040 (956) 568-2126

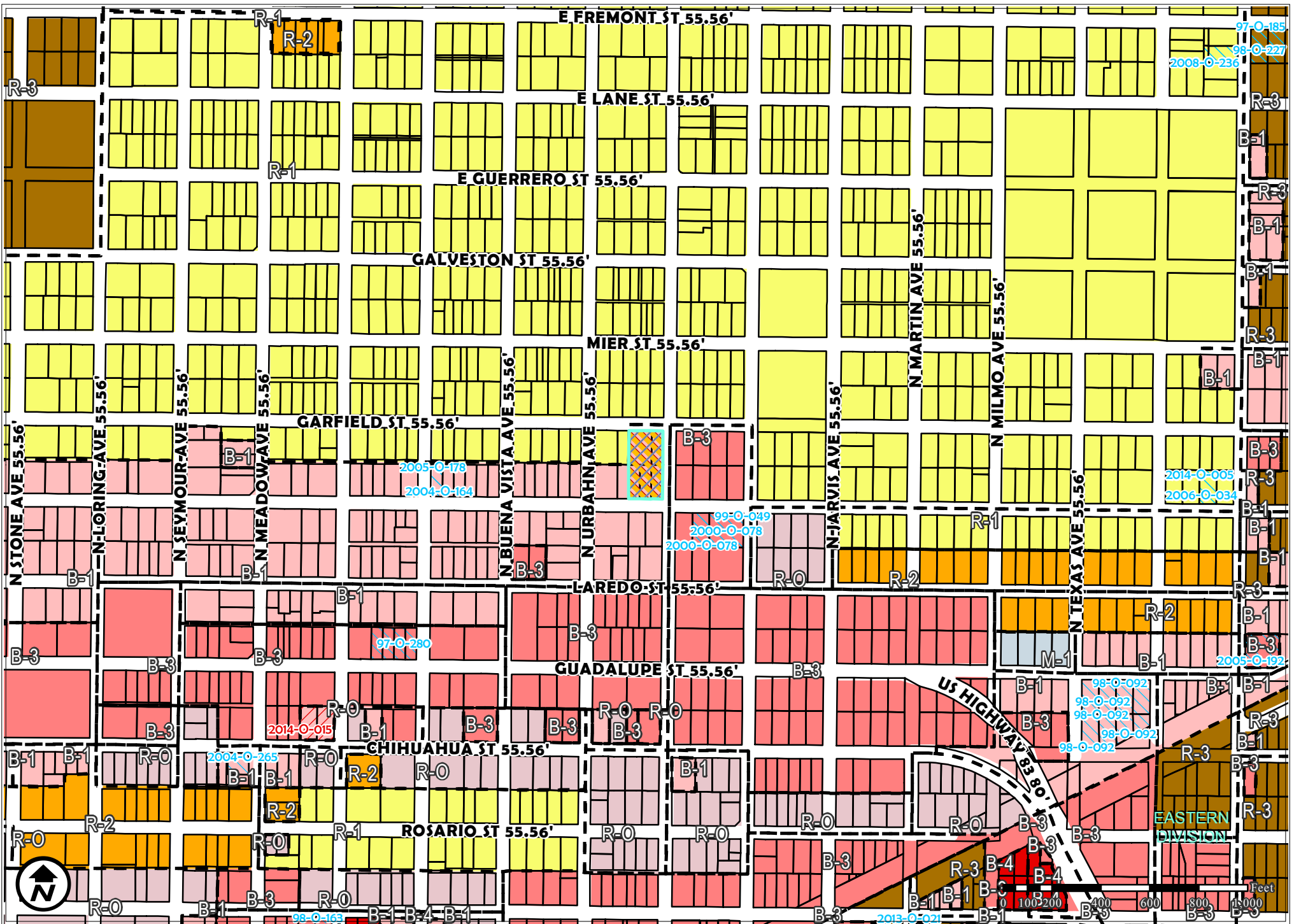


APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
TO

2020 CORPUS CHRISTI ST
COUNCIL DISTRICT 3
ZC-59-2014

ZONING MAP
1 inch = 100 feet
Date: 7/9/2014

- S.U.P. (SPECIAL USE PERMITS)
- C.U.P. (CONDITIONAL USE PERMITS)
- S.U.P. & C.U.P.

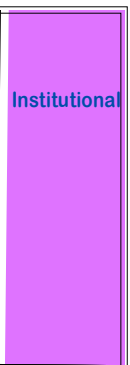
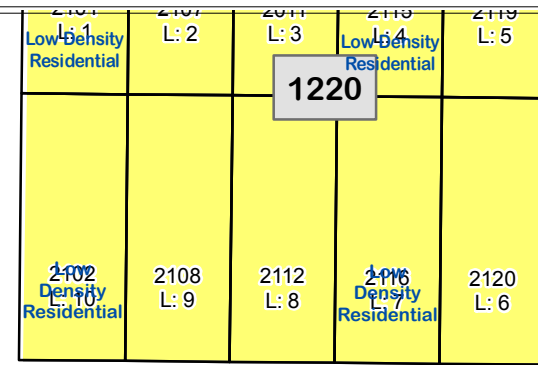
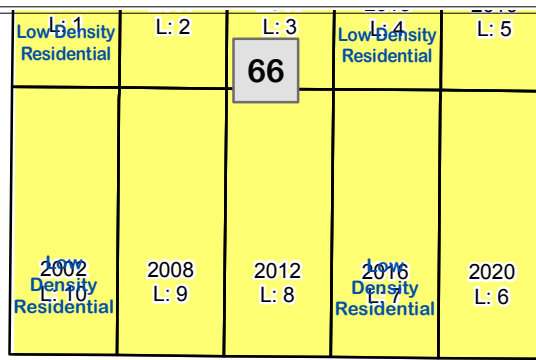
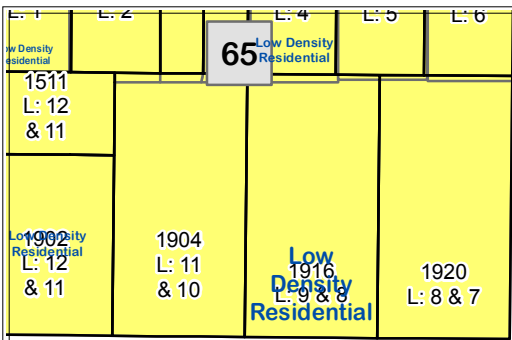


APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
TO

2020 CORPUS CHRISTI ST
COUNCIL DISTRICT 3
ZC-59-2014

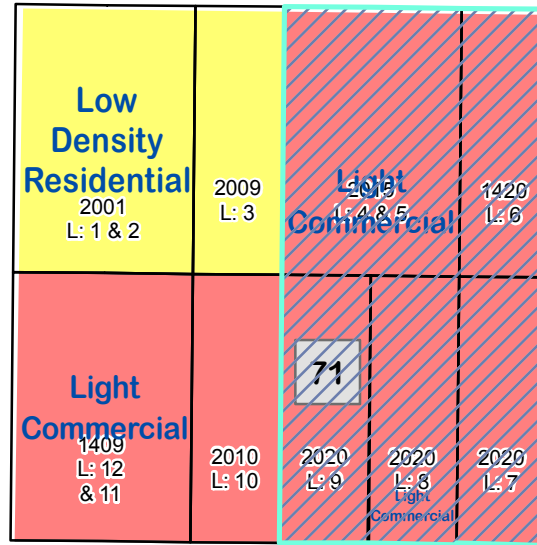
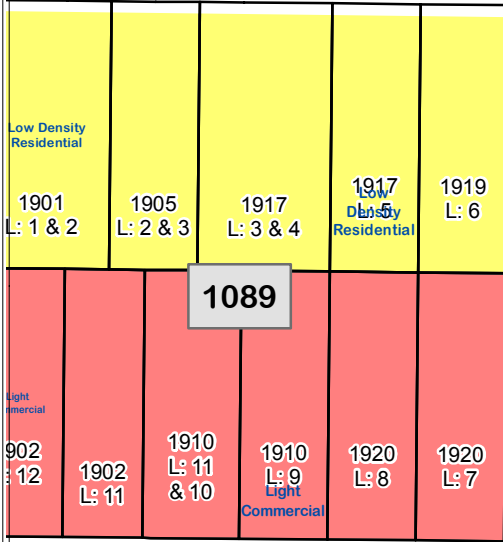
ZONING OVERVIEW
1 inch = 500 feet
Date: 7/9/2014

ZONING OVERVIEW

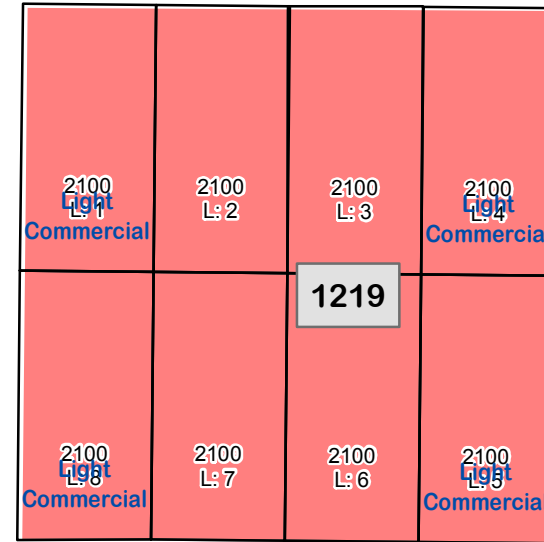


EASTERN
DIVISION

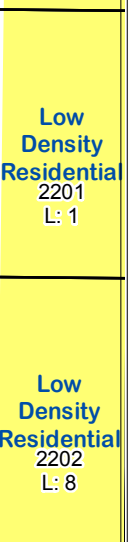
GARFIELD ST 55.56'



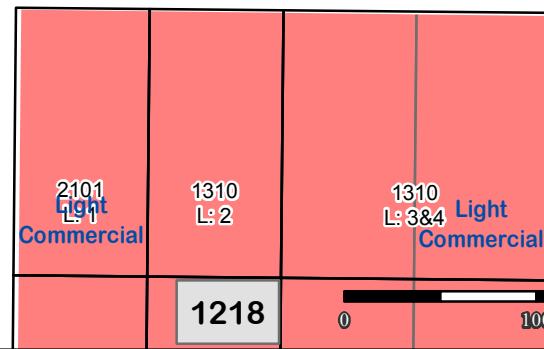
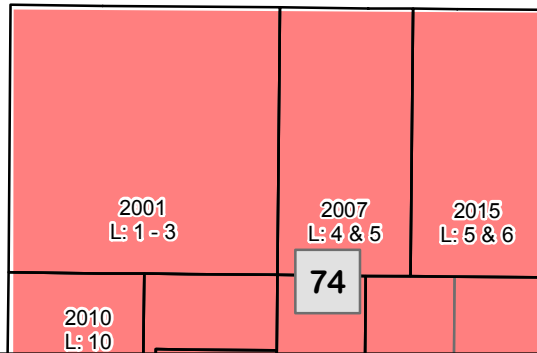
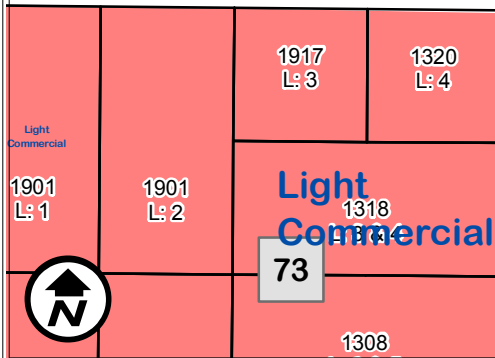
MAJOR COLLECTOR
N-MALINCHE AVE 55.56'



N-BARTLETT AVE 55.56'



E CORPUS CHRISTI ST 55.56'



APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
TO

2020 CORPUS CHRISTI ST
COUNCIL DISTRICT 3
ZC-59-2014

FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 7/9/2014



APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
TO

2020 CORPUS CHRISTI ST
COUNCIL DISTRICT 3
ZC-59-2014

AERIAL MAP
1 inch = 100 feet
Date: 7/9/2014



APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
TO

2020 CORPUS CHRISTI ST
COUNCIL DISTRICT 3
ZC-59-2014

AERIAL MAP
1 inch = 125 feet
Date: 7/21/2014

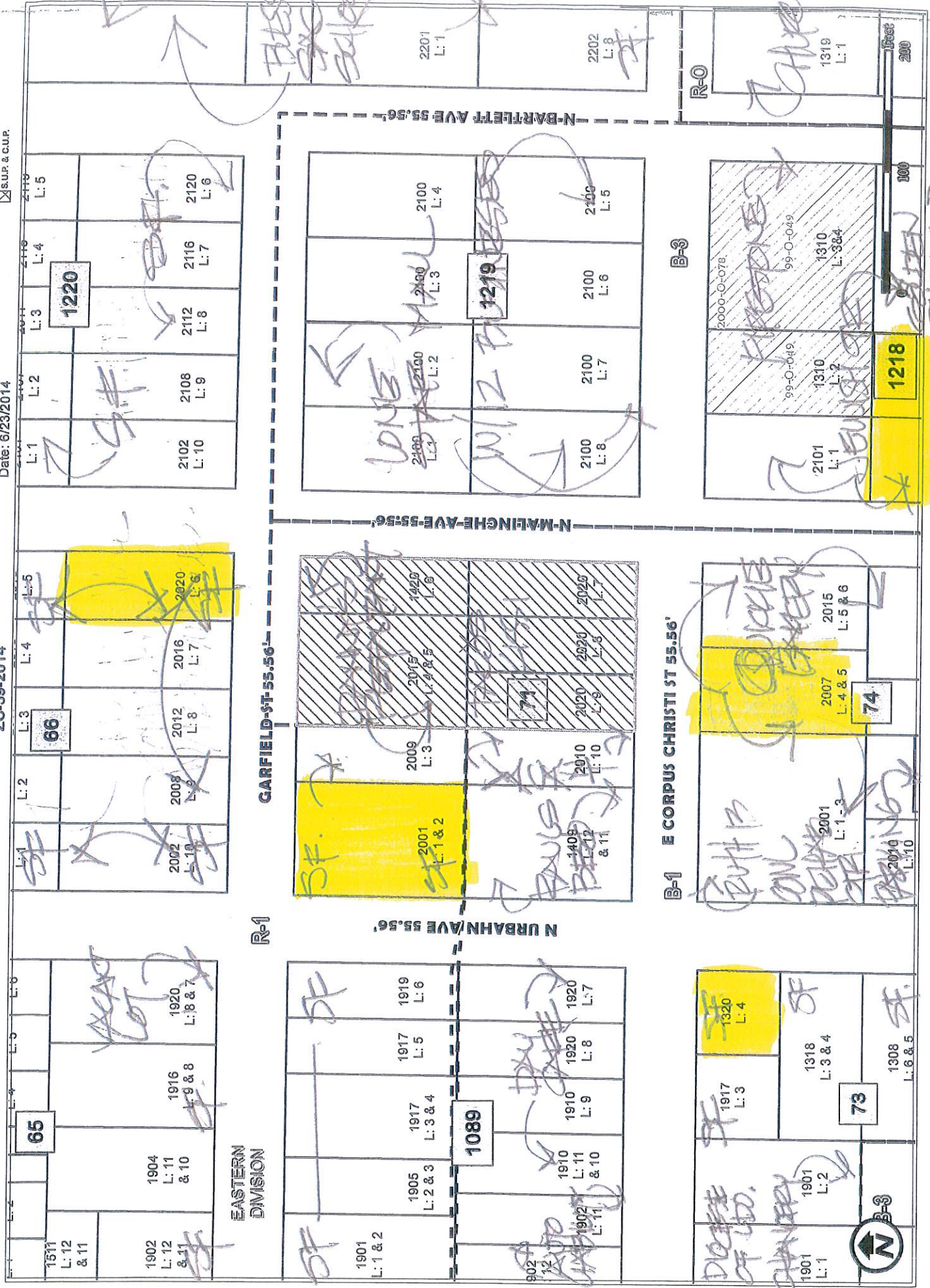
Polylines

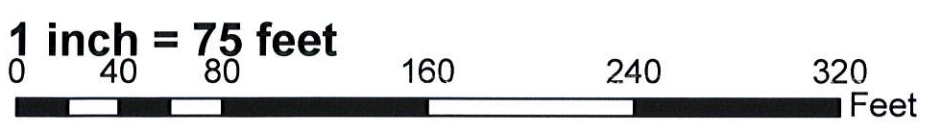
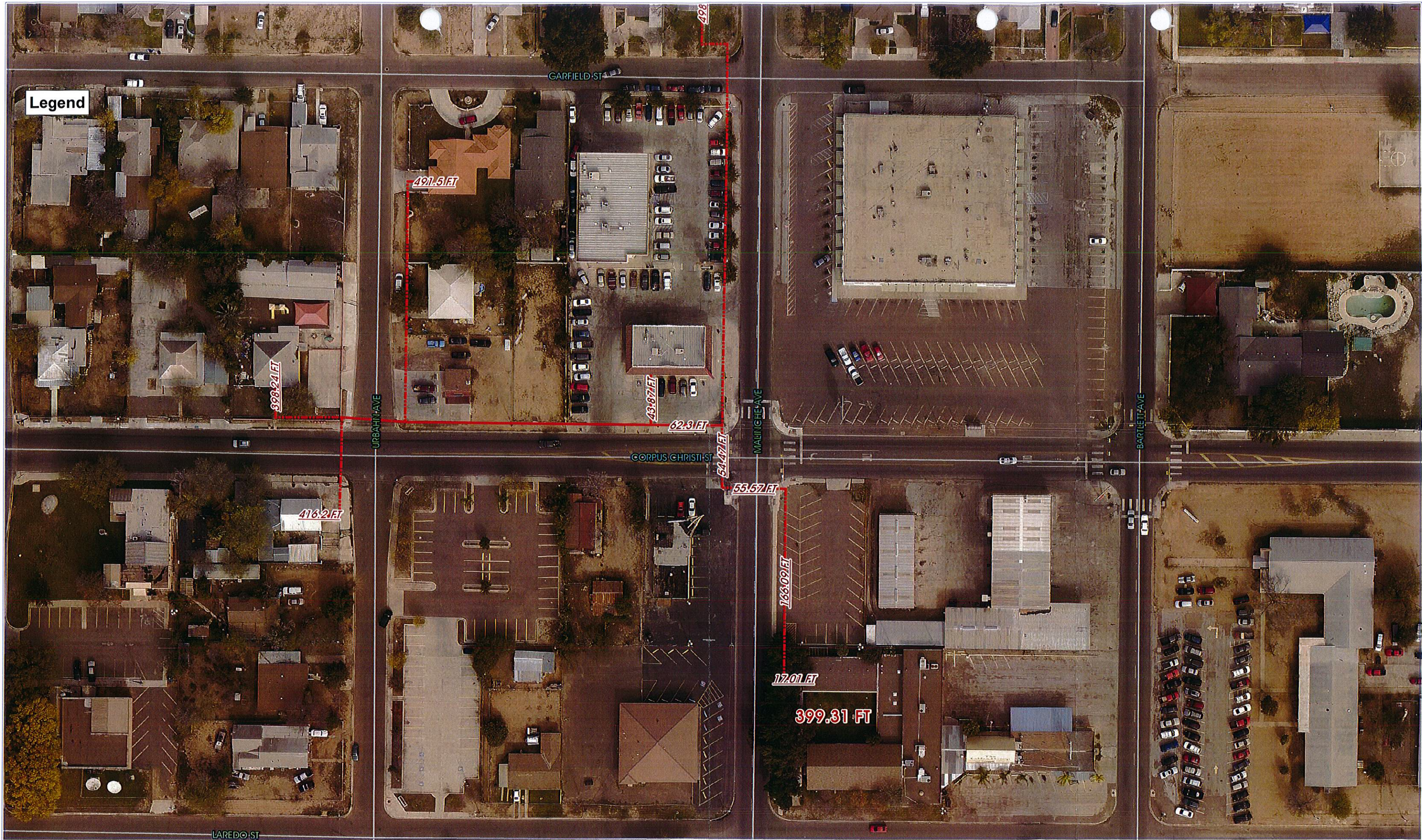
2020 CORPUS CHRISTI ST
COUNCIL DISTRICT 3

1 inch = 100 feet

ZC-59-2014

☒ S.U.P. (SPECIAL USE PERMITS)
☐ C.U.P. (CONDITIONAL USE PERMITS)
☒ S.U.P. & C.U.P.



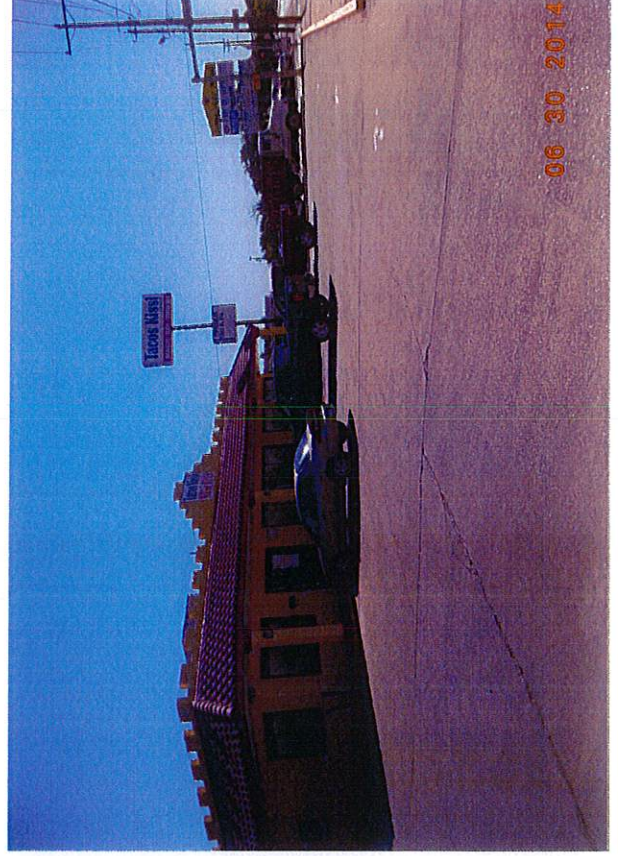
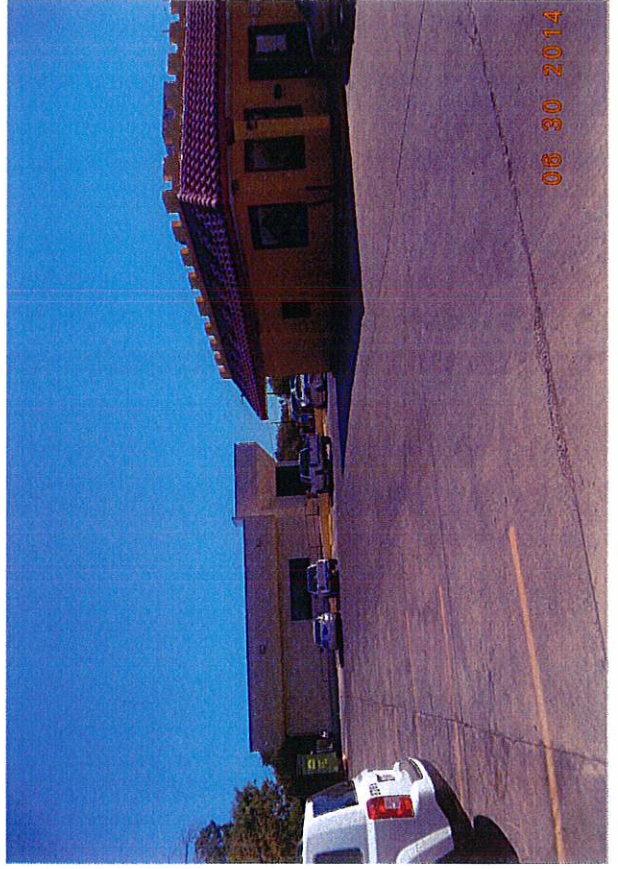
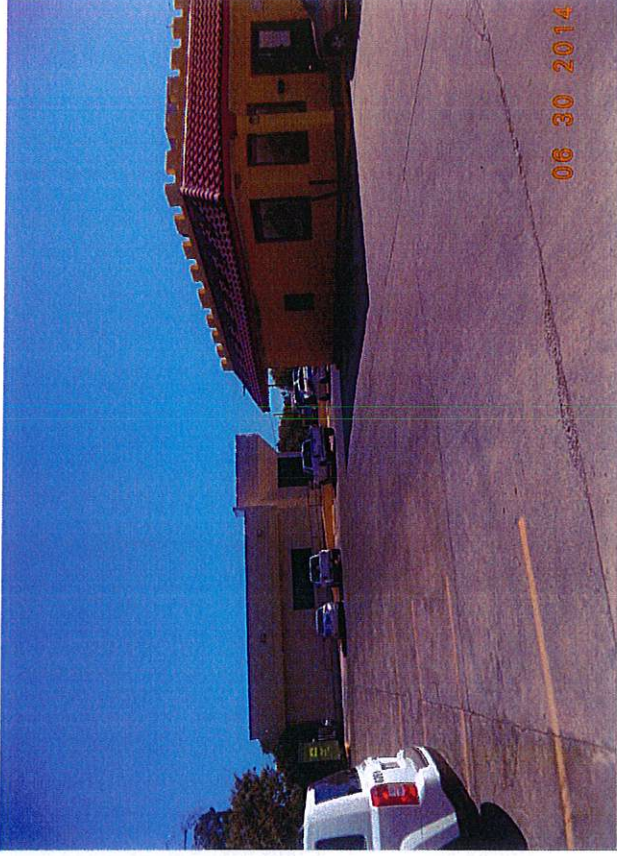
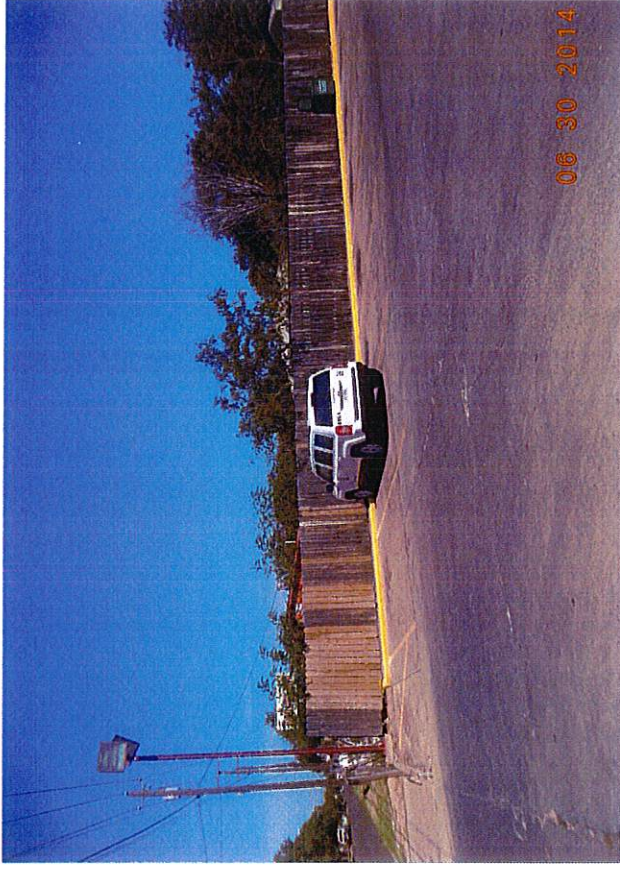


DISCLAIMER

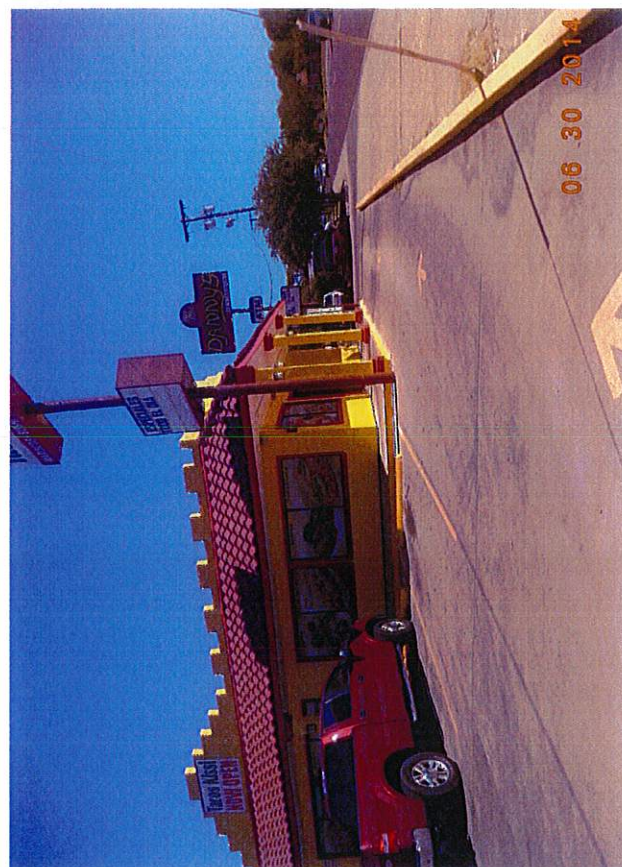
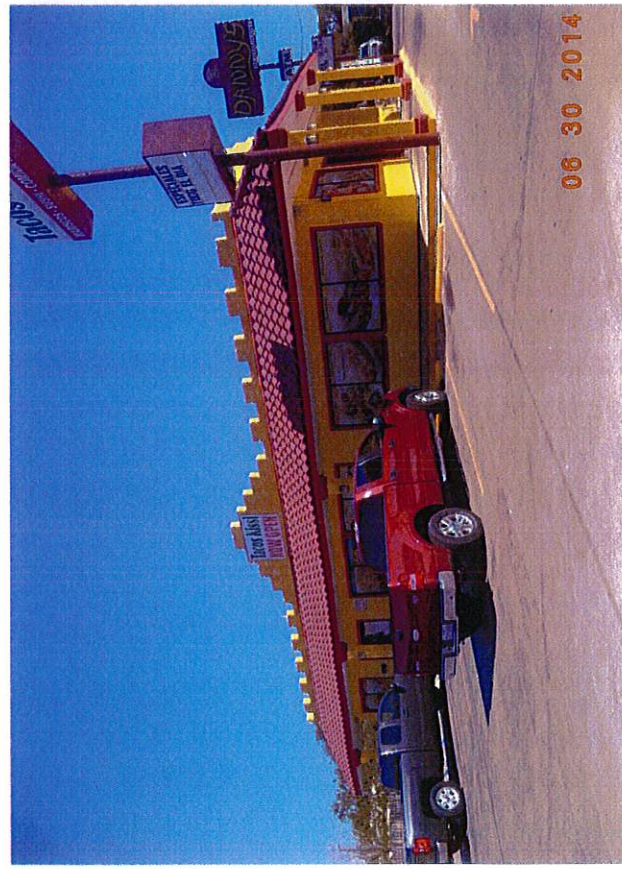
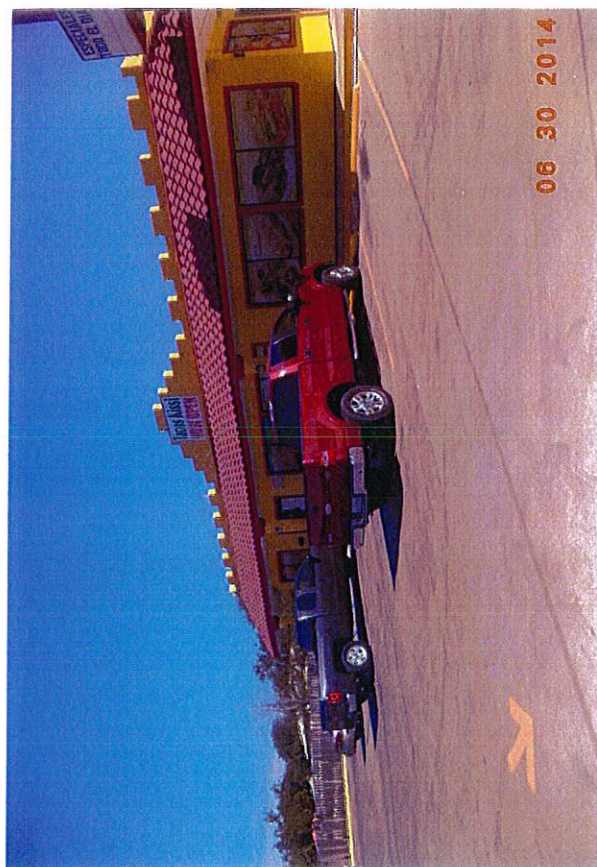
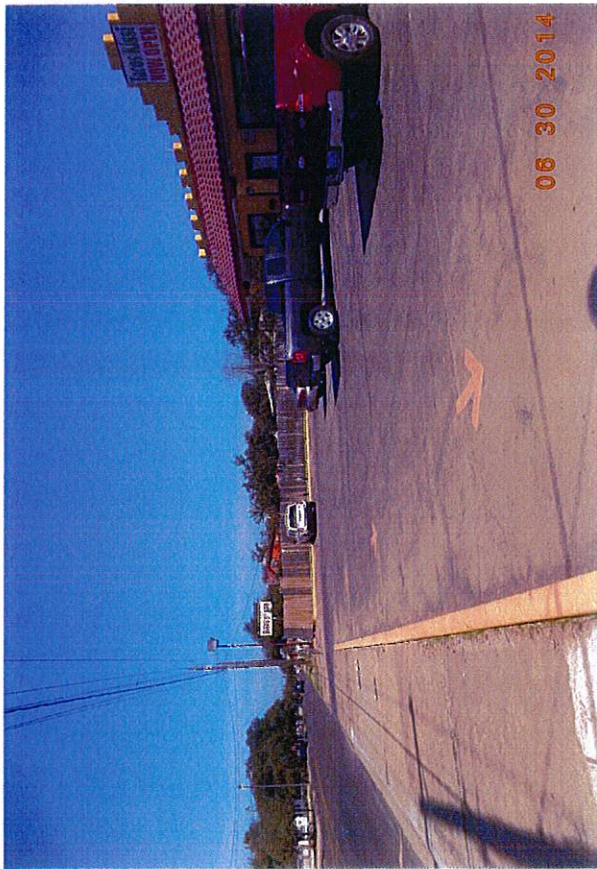
The information provided in this map was submitted to, gathered by and/or developed by the City of Laredo from various sources. Geographic information has a high probability of becoming outdated from the time it is collected and therefore, at-present ground conditions should be assessed to determine the accuracy of provided information. The City of Laredo assumes no liability for any decisions made or actions taken or not taken by the user of this data in reliance upon any data furnished herewith. The use of this data indicates your unconditional acceptance of all risks associated with the use of this data.



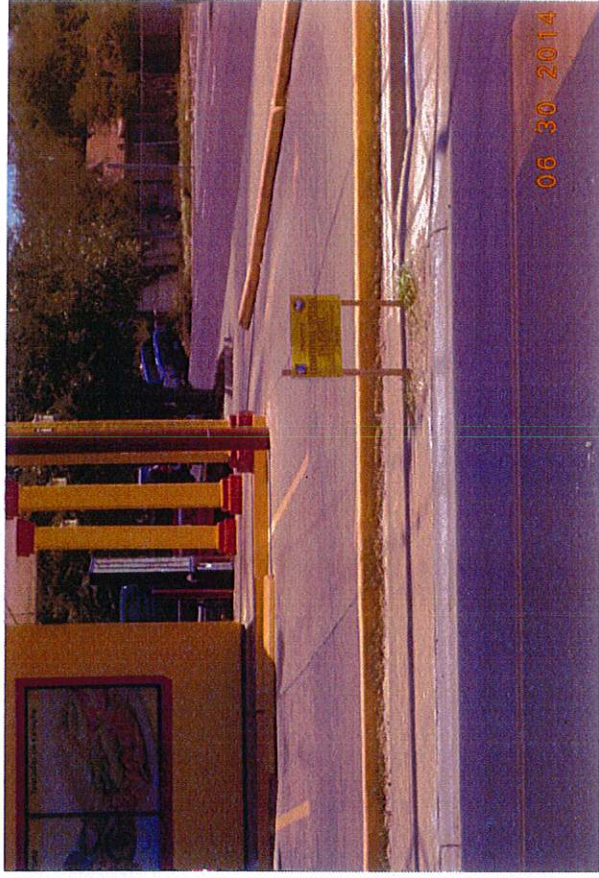
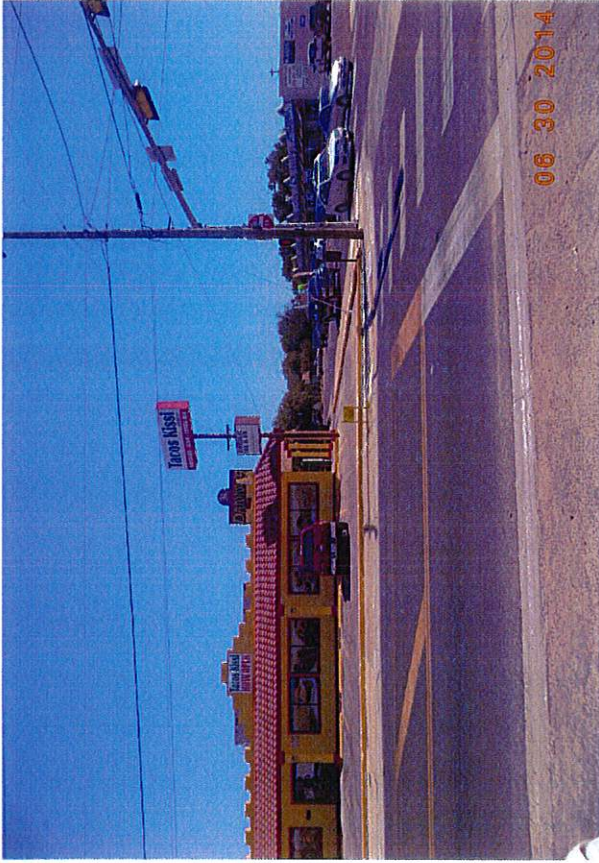
ZC-59-2014
B1 to SUP for a Restaurant Selling Alcohol
2020 Corpus Christi



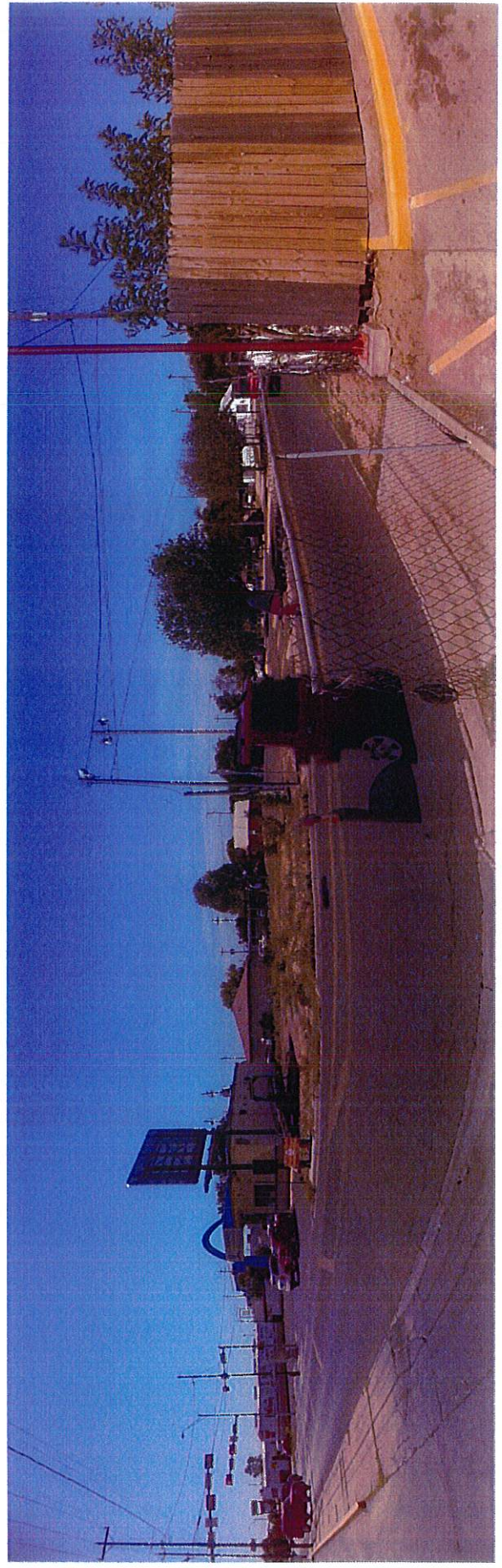
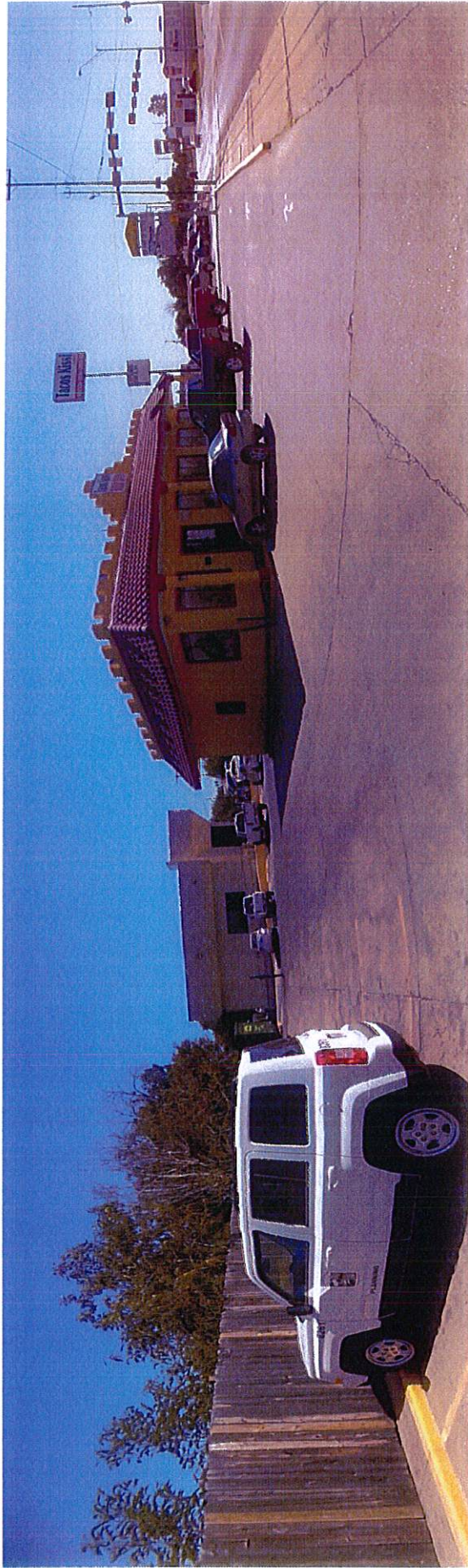
ZC-59-2014
B1 to SUP for a Restaurant Selling Alcohol
2020 Corpus Christi



ZC-59-2014
B1 to SUP for a Restaurant Selling Alcohol
2020 Corpus Christi



ZC-59-2014
B1 to SUP for a Restaurant Selling Alcohol
2020 Corpus Christi



Final Reading of Ordinances

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Blanca Zapata, applicant; Mario A. Zapata, owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-101 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 5, Block 2037, Eastern Division, located at 2020 S. Ejido Avenue, from R-3 (Mixed Residential District) to B-1 (Limited Commercial District); providing for publication and effective date.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Council District: II – The Honorable Esteban Rangel

Proposed use: Bakery

Site: vacant single –family residential structure

Surrounding land uses: The property to the north includes single-family residential, multi-family residential and manufactured homes. South of the property are single-family residential uses, manufactured homes and multi-family residential uses. East of the property are single-family residential uses, vacant lots, multi-family residential uses and Laredo Skill Services. West of the site are single-family residential uses, manufactured homes and vacant lots.

Comprehensive Plan: The Comprehensive Plan identifies this area as High Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan identifies Ejido Avenue as a Major Collector.

Letters sent to surrounding property owners: 31 In Favor: 1 Opposed: 1

STAFF COMMENTS

Staff does not support the request for the following reasons:

1. The proposed zone change is not appropriate at this location because it is not in

conformance with the Comprehensive Plan's designation as High Density Residential.

2. The proposed district is not compatible with the existing zones and uses along this section of Ejido Avenue and to the south of the property. This area is following a trend residential development.
3. A B-1 district may introduce incompatible and more intense uses to the well-established residential neighborhood.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

Yes, the existing land use pattern is primarily residential in nature.

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

No, there is a B-1 district to the north across Ejido Avenue.

Will change adversely influence living conditions in the neighborhood?

Yes, the change may introduce more intense and incompatible uses into the area.

Are there substantial reasons why the property can not be used in accord with existing zoning?

Yes, the R-3 district only allows for residential uses.

COMMITTEE RECOMMENDATION

The P & Z Commission, in an 8 to 0 vote, recommended denial of the zone change.

STAFF RECOMMENDATION

Staff does not support the proposed zone change.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Zoning Map

Aerial Map

Future Land Use Map

Pictures and Survey

ORDINANCE NO. 2014-O-101

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 5, BLOCK 2037, EASTERN DIVISION, LOCATED AT 2020 S. EJIDO AVENUE, FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO B-1 (LIMITED COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lot 5, Block 2037, Eastern Division, located at 2020 S. Ejido Avenue, from R-3 (Mixed Residential District) to B-1 (Limited Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 3, 2014, and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** of the proposed zone change; and,

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

WHEREAS, the City Council has held a public hearing on August 18, 2014, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lot 5, Block 2037, Eastern Division, located at 2020 S. Ejido Avenue, from R-3 (Mixed Residential District) to B-1 (Limited Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

**REZONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
TO B1 (LIMITED COMMERCIAL DISTRICT)**

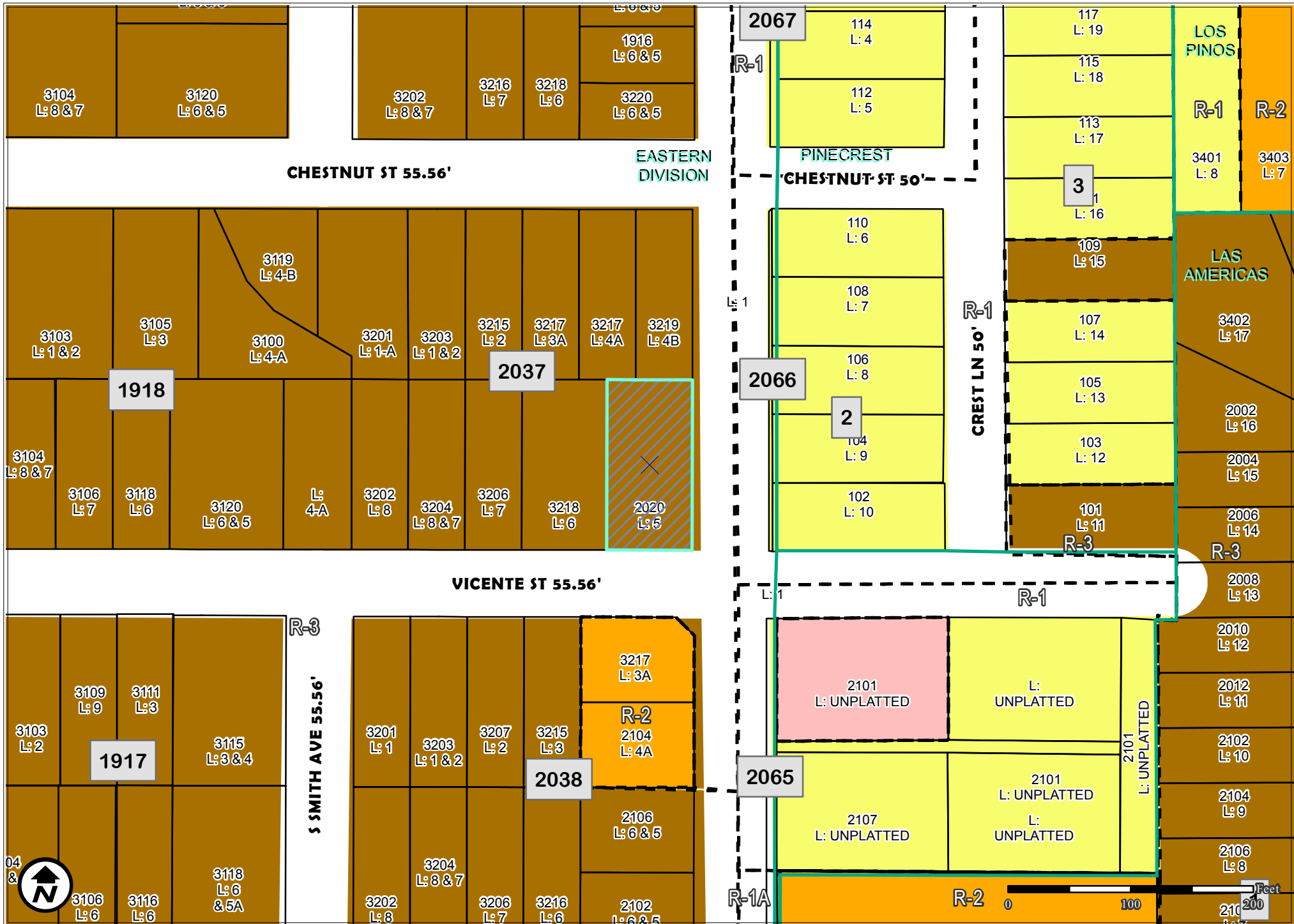
**2020 S EJIDO AVE
COUNCIL DISTRICT 2
ZC-52-2014**

ZONING MAP

1 inch = 100 feet

Date: 5/27/2014

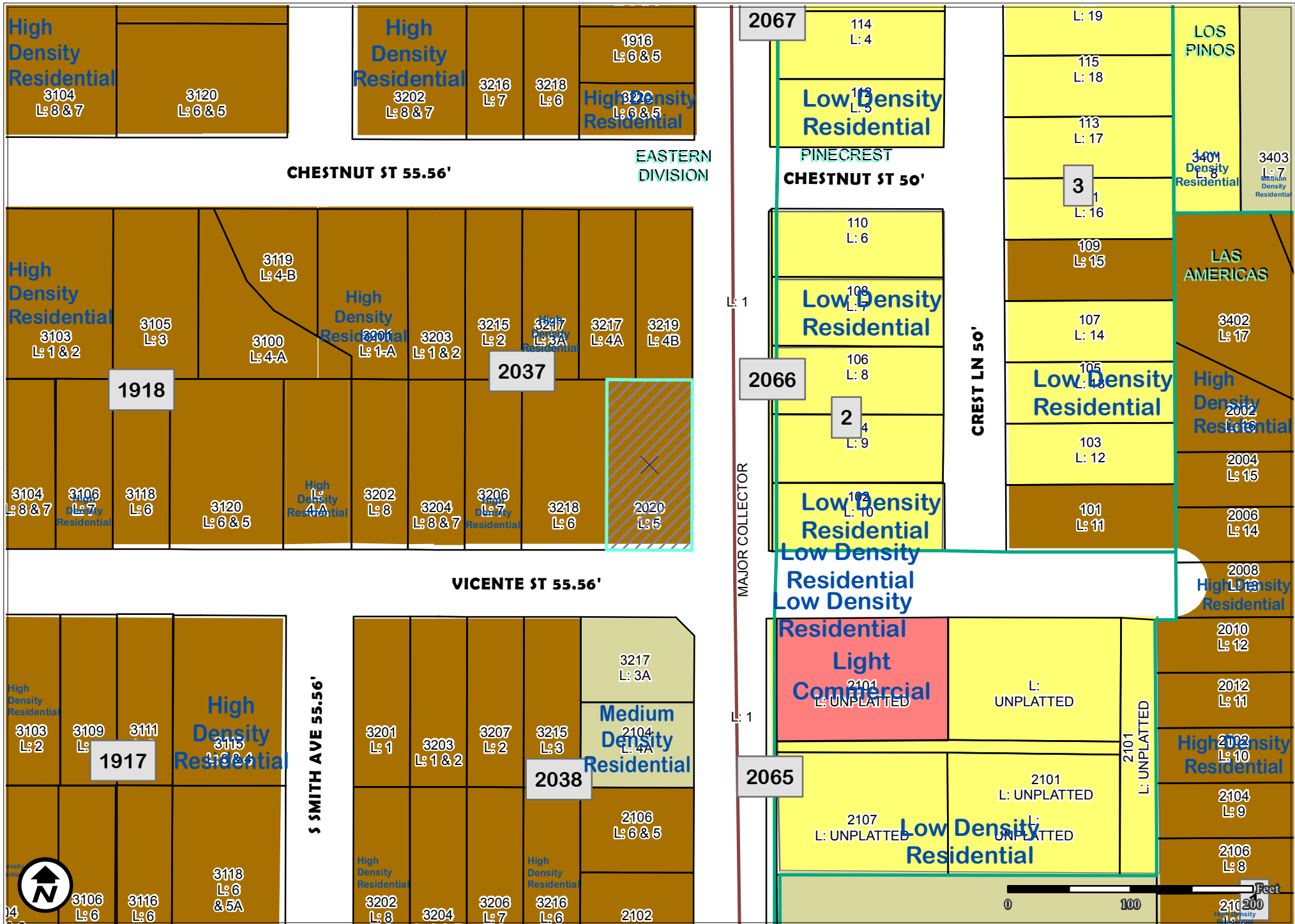
- S.U.P. (SPECIAL USE PERMITS)
- C.U.P. (CONDITIONAL USE PERMITS)
- S.U.P. & C.U.P.



FUTURE LANDUSE MAP

1 inch = 100 feet

Date: 5/27/2014



ZC-52-2014
2020 S. Ejido Ave.
R-3 (Mixed Residential District) to B-1 (Limited Business District)

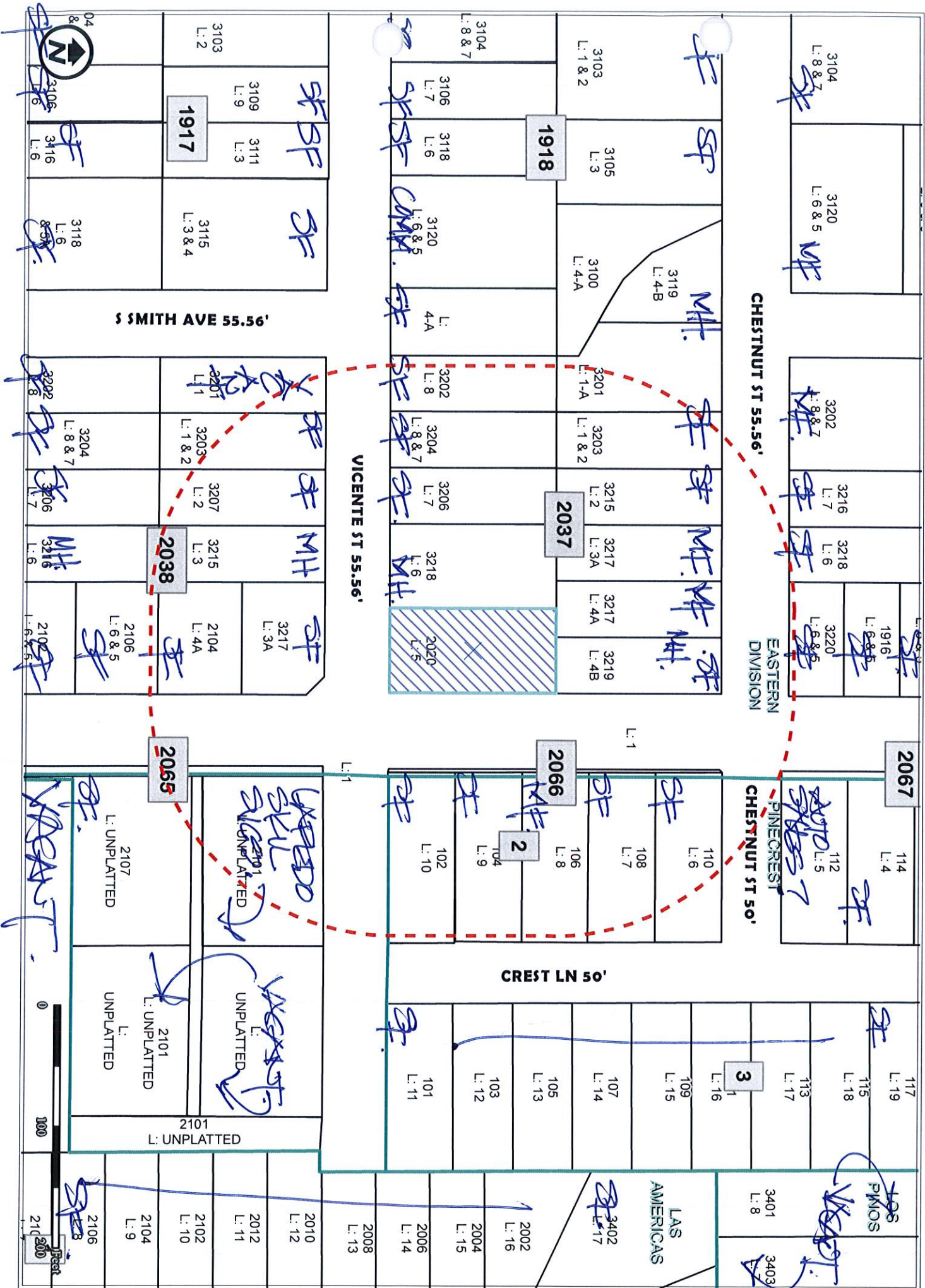


ZC-52-2014
2020 S. Ejido Ave.
R-3 (Mixed Residential District) to B-1 (Limited Business District)



200' NOTIFICATION MAP

Date: 5/27/2014



Final Reading of Ordinances

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: Jose L. Flores, Airport Manager

SUBJECT

2014-O-102 Authorizing the City Manager to update the City's Foreign Trade Zone No. 94 fee schedule applicable to Laredo's foreign trade zone operators by designating an initial activation fee of \$2,500.00, designating the annual fee at a minimum of \$3,000.00 for operators with less than 10,000 square feet of activated space, \$5,000.00 for operators with 10,001-100,000 square feet of activated space and \$6,500.00 for operators with more than 100,001 square feet of activated space. This fee schedule shall become effective October 1, 2014 thru September 30, 2019.

PREVIOUS COUNCIL ACTION

Council Approved Introductory Ordinance on August 18, 2014

BACKGROUND

Following the approval of the Alternate Site Framework Application (ASF) and the new OFIS program for FTZ operators, the Fee Schedule for FTZ No. 94 operators is being simplified and adjusted. By Federal mandate, the Foreign Trade Zone is a Public Utility.

To calculate these new fees, the average quarterly transaction fee (\$350) was combined to the previous Annual Fee to create the new annual fee. With this new annual fee, there will be no need for the operator to submit quarterly reports and payments. They are simply required to report all activity, on an annual basis, utilizing the Foreign Trade Zone Board's OFIS system.

Existing

Activation Fee \$0.04/square foot of activated space with a minimum of \$2,000.00 and a maximum of \$10,000.00

Annual Fee \$0.05/square foot of activated space with a minimum of \$2,000.00 and a maximum of \$10,000.00

Transaction Fee \$5.00

Proposed

Activation Fee \$2,500

Annual Fee: \$3,000.00 for 1-10,000 square feet, \$5,000.00 for 10,001-100,000 square feet, or \$6,500 for 100,001 or more square feet of activated space.

The following Cities current FTZ fee schedule is as follows:

FTZ No. 196 Alliance Operating Service/Dallas, Fort Worth TX

Annual Fee \$18,000.00 per year, plus;
\$45 per transaction, \$12/pp;
plus \$29 per hour for supervision.

FTZ No. 62 Brownsville Navigation District, Brownsville, TX

Annual fee for Operators and Subzone \$5,000.00

All other tenants pay :

\$0.10 per square foot per month or \$0.10 per 100 barrels per month or \$800 per acre per year

FTZ No. 122 Port of Corpus Christi, TX

Annual Fee \$3,000 (minimum) for users

If over 301+ transaction user is charged \$10 per transaction

Annual fee for other categories below:

Refinery subzones \$35,000

Manufacturing subzones \$35,000

Warehouse subzones \$5,000

General Purpose site operators \$5,000

FTZ No. 12 McAllen, TX (Contract Operator)

\$2.00 per transaction

Plus \$20/hour for supervision or inspection

\$.081 per square foot of active zone space at Operator's warehouse (includes warehouse services, zone documentation preparation, 24 hour security), users can have own warehouse

COMMITTEE RECOMMENDATION

On August 5, 2014 the Airport Advisory Board recommended approval.

STAFF RECOMMENDATION

Staff is in support of this Ordinance.

Fiscal Year: 2015
Budgeted Y/N?:
Source of Funds: Airport Operations
Account #: 242-0000-361-1065
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Revenue is expected to increase by an estimate of \$ 15,000
Funds will be deposited into the Airport Operations Fund
Account 242-0000-361-1065 (Foreign Trade Zone)

Attachments

FTZ Fee Schedule CCC
FTZ Usage Driven Agreement
FTZ Zone Site Agreement
FTZ Fee Schedule Ordinance

COUNCIL COMMUNICATION

DATE: 09/02/2014	SUBJECT: FIRST READING OF ORDINANCE #2014-0-103 AUTHORIZING THE CITY MANAGER TO UPDATE THE CITY'S FOREIGN TRADE ZONE NO. 94 FEE SCHEDULE APPLICABLE TO LAREDO'S FOREIGN TRADE ZONE OPERATORS BY DESIGNATING AN INITIAL ACTIVATION FEE OF \$2,500.00, DESIGNATING THE ANNUAL FEE AT A MINIMUM OF \$3,000.00 FOR OPERATORS WITH LESS THAN 10,000 SQUARE FEET OF ACTIVATED SPACE, \$5,000.00 FOR OPERATORS WITH 10,001-100,000 SQUARE FEET OF ACTIVATED SPACE AND \$6,500.00 FOR OPERATORS WITH MORE THAN 100,001 SQUARE FEET OF ACTIVATED SPACE. THIS FEE SCHEDULE SHALL BECOME EFFECTIVE OCTOBER 1, 2014 THRU SEPTEMBER 30, 2019.
INITIATED BY: Jesus M. Olivares, Assistant City Manager	STAFF SOURCE: Jose L. Flores, Airport Manager
PREVIOUS ACTION: The previous FTZ Fee Schedule, Ordinance #2009-O-120 was approved on July 20, 2009.	
<p>BACKGROUND:</p> <p>Following the approval of the Alternate Site Framework Application (ASF) and the new OFIS program for FTZ operators, the Fee Schedule for FTZ No. 94 operators is being simplified and adjusted. By Federal mandate, the Foreign Trade Zone is a Public Utility.</p> <p>To calculate these new fees, the average quarterly transaction fee (\$350) was combined to the previous Annual Fee to create the new annual fee. With this new annual fee, there will be no need for the operator to submit quarterly reports and payments. They are simply required to report all activity, on an annual basis, utilizing the Foreign Trade Zone Board's OFIS system.</p> <p><u>Existing</u></p> <p>Activation Fee \$0.04/square foot of activated space with a minimum of \$2,000.00 and a maximum of \$10,000.00</p> <p>Annual Fee \$0.05/square foot of activated space with a minimum of \$2,000.00 and a maximum of \$10,000.00</p> <p>Transaction Fee \$5.00</p> <p><u>Proposed</u></p> <p>Activation Fee \$2,500</p> <p>Annual Fee: \$3,000.00 for 1-10,000 square feet, \$5,000.00 for 10,001-100,000 square feet, or \$6,500 for 100,001 or more square feet of activated space.</p> <p style="text-align: center;">-Continued on Page 2-</p>	

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\$2.00 per transaction

Plus \$20/hour for supervision or inspection

\$.081 per square foot of active zone space at Operator's warehouse (includes warehouse services, zone documentation preparation, 24 hour security), users can have own warehouse

FINANCIAL: Current estimated projections for adjusted FTZ Revenues for FY 12-13 are \$73,000.00.

Estimated adjusted FTZ Revenues for FY 13-14 utilizing the recommended Fee Schedule are \$94,000

COMMITTEE RECOMMENDATION: The Airport Advisory Committee approved this item on June 16, 2006.	STAFF RECOMMENDATION: Staff recommends approval
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FOREIGN-TRADE ZONE NO. 94
USAGE DRIVEN SITE OPERATING AGREEMENT

This Agreement is entered into as of _____ by and between the City of Laredo, a home rule city, chartered pursuant to the Constitution and laws of the State of Texas ("GRANTEE") and _____, a _____ corporation (COMPANY);

WITNESSETH, That:

WHEREAS, the Foreign-Trade Zones Act of June 18, 1934, as amended, authorized and empowered the Foreign-Trade Zones Board (FTZB) to grant to public and private corporations the privilege of establishing, operating, and maintaining foreign-trade zones in or adjacent to ports of entry under the jurisdiction of the United States of America; and

WHEREAS, GRANTEE has been authorized by Sections 681.051 and 681.052 and Section 681.166 of Title 15, Subtitle C of the Texas Business and Commerce Code to apply for and accept a grant from the FTZB to establish, operate and maintain a Foreign-Trade Zone in Webb County, Texas; and

WHEREAS, the FTZB issued a Grant of Authority to the City of Laredo on November 22, 1983 (Board Order No. 235) establishing the Laredo Foreign-Trade Zone (hereinafter referred to as "FTZ No. 94") with the City of Laredo as the Grantee; and

WHEREAS, GRANTEE filed an application with the FTZB to reorganize FTZ No. 94 under the Alternative Site Framework which was approved on August 29, 2012 (Board Order 1852); and

WHEREAS, GRANTEE desires to offer foreign-trade zone (hereinafter referred to as "FTZ") utilization to entities located within its Service Area, as defined in Board Order 1852 (all of Webb County); and

WHEREAS, the parcel of land described and/or depicted on Exhibit A (hereinafter referred to as "the Usage Driven Site") is located within the Service Area of FTZ No. 94; and

WHEREAS, the parties desire COMPANY to act as a Foreign-Trade Zone Operator, as defined at 19 C.F.R. 146.1, with respect to Zone activities to be conducted at the Usage Driven Site; and

WHEREAS, COMPANY, upon the terms and conditions herein set forth, is willing to assume the responsibilities of the Foreign-Trade Zone Operator and undertake the operational management of foreign-trade zone activities at the Usage Driven Site;

NOW, THEREFORE, the parties hereto, in consideration of the mutual agreements herein contained and promises herein expressed, and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

1. DEFINITIONS

The following words shall have the following meanings when used in this Agreement:

1.1 "The Act" shall mean the Foreign-Trade Zones Act of June 18, 1934 (48 Stat. 998-1003; 19 USC 81 81a-81u), as amended.

1.2 "The Regulations" shall mean collectively the Regulations currently

published in the Code of Federal Regulations at Title 15, Part 400, and Title 19, Part 146, as such Regulations may be amended in the future.

1.3 "USCBP" shall mean United States Customs and Border Protection.

1.4. "The Operating Procedures" shall mean such operating procedures as may be required of COMPANY by USCBP.

2. AGREEMENT TO OPERATE

GRANTEE hereby grants, subject to all the terms, covenants and conditions set forth in this Agreement and to the provisions, conditions and restrictions of the Act and the Regulations and to other applicable law, permission to COMPANY to function as the Foreign-Trade Zone Operator at the Usage Driven Site. This is a non-exclusive grant of permission and other entities may be granted authority by GRANTEE to function as a Foreign-Trade Zone Operator at other sites within FTZ No. 94.

3. RESPONSIBILITY OF COMPANY

3.1 Authorization and General Responsibility - GRANTEE hereby authorizes COMPANY to provide, and COMPANY assumes full responsibility for providing, the operational management services at the Usage Driven Site. COMPANY agrees to conduct its operations at the Usage Driven Site in accordance with the terms and conditions of this Agreement and in compliance with the Act, Regulations, USCBP Directives and all other applicable laws and regulations during the term hereof, including any renewals. COMPANY has the right to engage the services of a subcontractor to undertake the operational management of foreign-trade zone activities on its behalf. If COMPANY engages the services of a subcontractor, COMPANY agrees to remain

primarily liable for the performance of all obligations herein.

3.2 Specific Responsibility - COMPANY will be responsible for the handling of the day-to-day operations at the Usage Driven Site. These operations include, but are not limited to the following:

- (a) Establish and implement Operating Procedures to be followed at the Usage Driven Site which will satisfy the regulatory requirements of USCBP;
- (b) Ensure the preparation and filing of the applicable documentation with USCBP for admission, processing and removal of merchandise at the Usage Driven Site;
- (c) Enter into an agreement, where necessary, with the United States Census Bureau regarding the furnishing of statistical copies of CBP Forms 214 (CBP Form 214A) and other statistical information;
- (d) Keep tallies of all merchandise admitted into and delivered from the Usage Driven Site;
- (e) Provide the Annual Report information and data covering activities COMPANY conducted at the Usage Driven Site;
- (f) Prepare all documentation required by USCBP and the FTZB to be prepared by a Foreign-Trade Zone Operator;
- (g) Ensure that the proper Customs Form 301 Foreign-Trade Zone Operator's Bond is maintained and kept current with USCBP covering COMPANY activities at the Usage Driven Site;
- (h) Ensure the physical security required by USCBP is implemented at

the Usage Driven Site;

- (i) Establish an electronic interface with USCBP through its automated commercial system, when the specifications and requirements of that interface have been developed and implemented by USCBP.

COMPANY acknowledges that it has read, understands and reviewed the Act, Regulations, USCBP Directives and all applicable laws and regulations. COMPANY separately and independently covenants with GRANTEE that it shall, at all times conform to the requirements of the Act, Regulations, USCBP Directives, and all applicable laws and regulations.

3.3 Correspondence with FTZB. All correspondence to the FTZB concerning the activities conducted by COMPANY at the Usage Driven Site shall be done through GRANTEE. With the exception of the Annual Report that GRANTEE is required by the Act to file with the FTZB, GRANTEE shall provide COMPANY with copies of all correspondence GRANTEE intends to send to the FTZB concerning COMPANY and COMPANY shall approve all such correspondence prior to its submission to the FTZB, with such approval not to be unreasonably withheld.

4. RESPONSIBILITIES OF GRANTEE

4.1 Foreign-Trade Zone Forms - COMPANY is authorized to execute in its own name CBP Forms 214 and 216 in its operation of the Usage Driven Site. Without limiting GRANTEE's rights to inspect and audit as provided herein, the parties specifically recognize that GRANTEE is not obligated to, and does not intend to, monitor the day-to-day activity of COMPANY at the Usage Driven Site and there shall be no representation

that the GRANTEE has any knowledge, actual or constructive, of the quantity, character, status, designation, identification, or time of admission, transfer or release of goods into or from the Usage Driven Site and that any information is the representation solely of COMPANY and not of GRANTEE.

4.2 Annual Report - GRANTEE is responsible for furnishing the Annual Report to the FTZB from the information given to it by COMPANY pursuant to paragraph 3.2(e) of this Agreement. COMPANY shall deliver to GRANTEE within forty-five (45) days of the close of the reporting period as specified by the FTZB, through the Online FTZ Information System (OFIS) account established for COMPANY by GRANTEE, the data and information required to complete the Annual Report for the FTZB. In addition, COMPANY shall provide GRANTEE, by the above referenced date, a separate written certification signed by an authorized representative of COMPANY that to the best of his knowledge and belief, the data and information provided through the OFIS is true, correct and accurate. Unless GRANTEE has provided COMPANY with a written extension of time to submit the above information and data for the Annual Report, COMPANY shall pay GRANTEE \$100 per calendar day for each and every calendar day after the aforementioned submission date that said information and data is not submitted through OFIS by COMPANY for GRANTEE's review.

5. RECORDKEEPING, INSPECTION AND AUDIT

COMPANY agrees to promptly provide GRANTEE with any information concerning operations at the Usage Driven Site as GRANTEE may be required to submit to the FTZB, to USCBP, or to any other governmental agency. COMPANY

warrants that all information provided to GRANTEE for submission to a governmental agency, will be true and correct in all material respects to the best of the COMPANY's knowledge at the time such information is provided. COMPANY agrees to promptly update any information provided to GRANTEE that is later determined to be or have become incorrect.

All financial and operations information concerning COMPANY's activities at the Usage Driven Site shall be kept confidential except that which is required to be made public by the FTZB or any other public agency. COMPANY agrees to cause all financial and accounting records concerning the operations at the Usage Driven Site to be retained for five (5) years after the act or occurrence recorded or after the merchandise covered by such records has been forwarded from the Usage Driven Site and the CBP Form 214 File Folder has been closed, whichever is longer. GRANTEE shall have the right upon notice and during normal business hours at any time and from time to time, at its own cost and expense, to conduct inspections and audits of COMPANY's records in connection with its operations at the Usage Driven Site. COMPANY, its employees and agents shall cooperate fully in connection therewith, and at no extra cost to GRANTEE, such cooperation to include but not be limited to making available to GRANTEE for on-site physical inspection or copying the books, records and accounts which COMPANY is required to keep for the Usage Driven Site by USCBP, and answering inquiries to be made in such manner or form as GRANTEE deems appropriate (including personal interviews) covering any aspect of COMPANY's operations under this Agreement at the Usage Driven Site. Nothing herein is intended to preclude COMPANY from asserting against GRANTEE

a claim of privilege or confidentiality regarding its records that COMPANY could assert against USCBP, the FTZB or a successor agency, but nothing herein is intended to preclude GRANTEE from contesting such claims.

COMPANY shall promptly notify GRANTEE of any other reports requested by any government agency, and shall, upon request, provide copies of all such reports and investigative documentation to GRANTEE. In the event that any audit, inspection or examination by USCBP, the FTZB, or GRANTEE discloses that books, records or operational procedures of COMPANY are not in conformity with the requirements of this Agreement, COMPANY shall take all actions necessary to correct such deficiencies.

6. ADMINISTRATIVE EXPENSE

6.1 USCBP Expenses - COMPANY shall pay the full cost of any activation fee and annual fee imposed by USCBP attributable to the COMPANY operations at the Usage Driven Site.

6.2 USCBP Bond Expense - COMPANY shall pay the full cost of any USCBP Bond required by USCBP for the COMPANY operations at the Usage Driven Site.

6.3 Reimbursement by GRANTEE - GRANTEE shall not be obligated to reimburse COMPANY for any expenses incurred by COMPANY in connection with its operations at or administration of the Usage Driven Site, including, without limitation, expenses covering or relating to any of the following: assignment to the Usage Driven Site of USCBP employees; the obtaining of such surety bond as may be required of COMPANY by USCBP; keeping of books, records and accounts in the manner required by the Regulations; any costs incurred by COMPANY pursuant to the Regulations and any

other expenses involving in any way the administration or operation of the Usage Driven Site or COMPANY's compliance with the terms of this Agreement. All such expenses shall be the sole responsibility of COMPANY.

6.4 Reimbursement by COMPANY - COMPANY will pay GRANTEE fees pursuant to the Zone Schedule for FTZ No. 94, a copy of which is attached as Exhibit B. The parties agree that these amounts are fair and reasonable compensation for the services to be rendered by the GRANTEE in assisting COMPANY with regard to its operations within FTZ No. 94. The Fees (Sponsorship, Activation, Alteration and/or Annual) are on a per site basis so that should COMPANY, in the future, function as the Foreign-Trade Zone Operator at multiple sites, COMPANY will be responsible for each applicable Fee at each site. These fees are published in the FTZ No. 94 Zone Schedule and are subject to review and modification every year this Agreement remains in effect.

6.5 Fines - Without limiting the generality of any other provision in this Agreement, COMPANY shall reimburse GRANTEE for any fine ultimately imposed on GRANTEE by USCBP as the result of any act or omission of COMPANY under this Agreement. In the event any such fine is imposed or if GRANTEE is informed that any such fine is contemplated, GRANTEE shall promptly notify COMPANY in writing and shall provide COMPANY the opportunity to defend against such fine.

7. RELATIONSHIP BETWEEN GRANTEE AND COMPANY

GRANTEE and COMPANY are not and shall not be considered as joint venturers, partners, or agents of each other, and neither shall have the power to bind or obligate the other except as set forth in this Agreement. COMPANY and GRANTEE agree

not to represent to any one that they are agents of one another or have any authority to act on behalf of one another except as set forth in this Agreement.

8. INDEMNIFICATION

COMPANY shall indemnify and hold harmless GRANTEE and its City Council, officers, employees and representatives from all claims and demands of third persons, including, but not limited to, claims and demands for death, for personal injuries, for property damage and for other loss, arising out of or connected or related in any way to the activities of COMPANY, its agents, officers, representatives, employees or contractors at or in connection with the Usage Driven Site, or its responsibilities undertaken in connection therewith. Without limiting the generality of the foregoing, it is understood that COMPANY recognizes that this indemnity includes within its coverage all claims and demands by any governmental agency, department or other entity, including, without limitation, any claim or demand by USCBP for lost duty, penalties, fines and liquidated damages. COMPANY shall defend GRANTEE against any such claim or demand. In the event any claim or demand is asserted against GRANTEE in connection with the operation by COMPANY at the Usage Driven Site, GRANTEE shall promptly notify COMPANY in writing and shall provide COMPANY the opportunity to defend against such claim or demand.

9. INSURANCE

COMPANY agrees to carry with an admitted insurance company or companies approved by GRANTEE, licensed to do business in the State of Texas and keep in effect during the term of this Agreement, liability insurance for the Usage Driven

Site for the benefits of GRANTEE and with GRANTEE shown as an additional insured, including the obligation of the insurer to defend GRANTEE, in any action covered by said insurance in the following amounts:

9.1 Commercial General Liability Insurance - Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage Contractual Liability must be maintained covering the Contractors obligations contained in the contract.

9.2 Commercial Automobile Liability Insurance - Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

9.3 Workers Compensation Insurance - Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

9.4 Subcontractors Insurance - Any Subcontractor(s) hired by the COMPANY shall maintain insurance coverage equal to that required of the COMPANY. It is the responsibility of COMPANY to assure compliance with this provision. The GRANTEE accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

9.5 Additional Insured - GRANTEE shall be named as an additional insured with respect to General, Auto and Workers' Compensation. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. A waiver of subrogation in favor of GRANTEE shall be contained in the Workers' Compensation and all liability policies. All insurance policies shall be endorsed to require the insurer to immediately notify GRANTEE of any material change in the insurance coverage. All insurance policies, which name GRANTEE as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

9.6 Deductibles - COMPANY may maintain reasonable and customary deductibles, subject to approval by GRANTEE. Insurance must be purchased from insurers that are financially acceptable to GRANTEE. All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

9.7 Certificates of Insurance - Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing, warranting and setting forth all endorsements and insurance coverages according to requirements and instructions contained herein. The policies shall specifically set forth the notice-of-cancellation or termination provisions to GRANTEE. Upon request, COMPANY shall furnish GRANTEE certified copies of all insurance policies.

10. ADVERTISING

GRANTEE shall have, at all times hereunder, the right to use aggregate,

general data concerning COMPANY operations at the Usage Driven Site in marketing FTZ No. 94. Without limiting any other provision of this Agreement, GRANTEE specifically reserves the right to respond to press inquiries concerning FTZ No. 94.

11. TERM AND RENEWAL

This Agreement is to become effective upon its execution by COMPANY and GRANTEE. Unless sooner terminated as herein provided, this Agreement shall remain in effect for an initial term of five (5) years from such effective date. Thereafter, this Agreement shall be automatically renewed for four (4) renewal terms of five (5) years each, unless either party has given written notice to the other party at least six (6) months prior to a renewal date that such party desires not to renew in which case this Agreement shall expire as of said renewal date if such notice has been given by GRANTEE or COMPANY.

12. RIGHTS AND OBLIGATIONS OF PARTIES UPON TERMINATION

12.1 Termination by COMPANY - COMPANY shall have the right to terminate this Agreement and all rights and obligations hereunder upon ninety (90) days prior written notice to the GRANTEE.

12.2 Withdrawal of Grant - If the grant of authority for FTZ No. 94 shall be revoked or cancelled and as a result thereof GRANTEE permanently is without authority to maintain FTZ No. 94, this Agreement shall terminate and COMPANY shall have no claim against the GRANTEE by reason of such revocation or cancellation, and COMPANY shall have no further interest in the subject matter of this Agreement. Should GRANTEE be prevented from continuing the maintenance of FTZ No. 94 by

statute, legal regulation or order of any court, GRANTEE may terminate this Agreement by written notice to COMPANY. COMPANY shall have standing to institute appropriate legal or administrative proceedings to contest the validity or applicability of said statute, legal regulation, or court order, or to file an appeal from said court order, and should said legal or administrative proceedings or appeal result in a decision by a court or administrative body of competent jurisdiction that GRANTEE is not prevented from continuing the operation of FTZ No. 94 by virtue of said statute, legal regulation, or court order, then this Agreement shall be reinstated in full force and effect and GRANTEE and COMPANY shall be restored to their former positions hereunder as if said termination had never taken place.

12.3 Termination by GRANTEE - GRANTEE shall have the right, if COMPANY is in breach of its obligations under this Agreement, to terminate this Agreement and all rights and obligations hereunder, provided that GRANTEE has given written notice to COMPANY regarding the breach of this Agreement and COMPANY fails to either pay any sums due within forty-five (45) days of receipt of such notice or, where correction of such deficiency requires a longer period and COMPANY has failed to commence to correct such deficiency within forty-five (45) days of receipt of such notice and to correct such deficiency within a reasonable period thereafter. Additionally, the GRANTEE shall have the right to terminate this Agreement immediately for cause due to cancellation of the COMPANY FTZ Operator's bond, the expiration of its liability insurance policy or the suspension of the grant by the FTZB.

12.4 Continuing Obligations of COMPANY Upon Termination - Upon termination of this Agreement for any reason, COMPANY shall remain responsible for all merchandise in zone status, and for compliance with all applicable Customs laws, regulations, and other requirements, until all Users' merchandise in zone status (except domestic status for which no permit is required) has been either removed from the Usage Driven Site or transferred to the FTZ Operator's Bond of another entity. In the event that activation of the Usage Driven Site is suspended or revoked for any reason, and the GRANTEE is not responsible for said suspension or revocation, COMPANY shall remain liable for reimbursement of all costs or expenses incurred by USCBP and or the FTZB in connection with the suspension or revocation of activation of the Usage Driven Site which are payable by COMPANY and or GRANTEE; and all costs or expenses incurred by the GRANTEE either directly or indirectly in connection with such suspension or revocation.

Additionally, upon any termination of this Agreement, whether pursuant to expiration of the term, upon default or for any other reason, COMPANY shall remain liable for all accrued but unpaid expenses or fees, all duties, taxes, charges, fees, penalties, fines, assessments and liquidated damages payable in connection with the merchandise of the Users and for any other amounts payable by COMPANY under this Agreement and pursuant to the indemnification provisions of paragraph 8.

13. NOTICES

All notices to GRANTEE shall be hand delivered or sent by certified mail, return receipt requested, addressed to:

City Manager
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

with a copy to:

Laredo International Airport
Foreign-Trade Zones No. 94
Airport Operations Manager
5210 Bob Bullock Loop
Laredo, Texas 78041

or at such other address as the GRANTEE designates in writing.

All notices to COMPANY shall be hand delivered or sent by certified mail, return receipt requested addressed to:

or at such other address as COMPANY designates in writing.

The date of delivery shall be the date of hand delivery or as evidenced by the postal return receipt.

14. MISCELLANEOUS

14.1 Construction - This Agreement shall be governed by and construed in accordance with the Foreign-Trade Zones Act, the Regulations adopted thereunder and all amendments thereto, and the applicable laws of the State of Texas.

14.2 Counterparts - This Agreement may be executed in any number of

counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same Agreement.

14.3 Further Instruments and Actions - Each party shall deliver such further instruments and take such further action as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

14.4 Headings - Headings and captions in this Agreement are solely for the convenience of reference and shall not affect its interpretation.

14.5 Integration – This Agreement is intended to set forth the precise relationship between the parties hereto as to Foreign-Trade Zones operations. This instrument contains the entire agreement of the parties, and no representation, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect.

14.6 Severability - If any provision of this Agreement is declared void or ineffective, that declaration will not affect the validity of any other provision of this Agreement.

14.7 Waiver - No failure of either party hereto to exercise any right or power given it hereunder, or to insist upon strict compliance by the other party of any obligation hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of the party's right to demand exact compliance with the terms hereof.

14.8 Gender - All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed construed to include any other number, singular or plural, any other gender, masculine, feminine, or neuter, as the

context or sense of this Agreement or any paragraph or clause herein may require.

14.9 Binding Effect – This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Provided, however, that this paragraph is in no way to be construed as granting to COMPANY the right to assign this Agreement or any interest herein without the express prior written approval of GRANTEE. An assignment or transfer to an affiliate, including, but not limited to, a parent company or a wholly-owned or majority owned subsidiary of COMPANY shall not require prior written approval of GRANTEE. COMPANY will provide prompt written notice to GRANTEE of any assignment of this Agreement. Any successor in interest of either party shall be subject to and bound by the terms of this Agreement.

14.10 Amendment - This Agreement cannot be changed orally but only by an agreement in writing by all parties hereto.

14.11 Exhibits - All exhibits or schedules referred to herein, or which from time to time may be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as if fully set forth herein. Any exhibit or schedule incorporated herein may be adjusted without the necessity of formal amendment of this Agreement. Upon adjustment of any exhibit or schedule, a revised exhibit or schedule shall be prepared by GRANTEE and executed by the parties hereto. Each exhibit or schedule as of its effective date shall be deemed a part of this Agreement at all times so long as it bears the signatures or initials of both parties hereto.

SIGNED IN TRIPLICATE ORIGINALS on this the ____ day of _____ 2014.

CITY OF LAREDO

BY: _____
CARLOS VILLARREAL
CITY MANAGER

ATTEST:

BY: _____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: _____
RAUL CASSO
CITY ATTORNEY

COMPANY

BY: _____

FOREIGN-TRADE ZONE NO. 94
OPERATING AGREEMENT

This Agreement is entered into as of _____ by and between the City of Laredo, a home rule city, chartered pursuant to the Constitution and laws of the State of Texas ("GRANTEE") and _____, a _____ corporation (COMPANY);

WITNESSETH, That:

WHEREAS, the Foreign-Trade Zones Act of June 18, 1934, as amended, authorized and empowered the Foreign-Trade Zones Board (FTZB) to grant to public and private corporations the privilege of establishing, operating, and maintaining foreign-trade zones in or adjacent to ports of entry under the jurisdiction of the United States of America; and

WHEREAS, GRANTEE has been authorized by Sections 681.051 and 681.052 and Section 681.166 of Title 15, Subtitle C of the Texas Business and Commerce Code to apply for and accept a grant from the FTZB to establish, operate and maintain a Foreign-Trade Zone in Webb County, Texas; and

WHEREAS, the FTZB issued a Grant of Authority to the City of Laredo on November 22, 1983 (Board Order No. 235) establishing the Laredo Foreign-Trade Zone (hereinafter referred to as "FTZ No. 94") with the City of Laredo as the Grantee; and

WHEREAS, GRANTEE filed an application with the FTZB to reorganize FTZ No. 94 under the Alternative Site Framework which was approved on August 29, 2012 (Board Order 1852); and

WHEREAS, GRANTEE desires to offer foreign-trade zone (hereinafter referred to as "FTZ") utilization to entities located within its Service Area, as defined in Board Order 1852 (all of Webb County); and

WHEREAS, the parcel of land described and/or depicted on Exhibit A (hereinafter referred to as "the Zone Site") is located within the Service Area of FTZ No. 94; and

WHEREAS, the parties desire COMPANY to act as a Foreign-Trade Zone Operator, as defined at 19 C.F.R. 146.1, with respect to Zone activities to be conducted at the Zone Site; and

WHEREAS, COMPANY, upon the terms and conditions herein set forth, is willing to assume the responsibilities of the Foreign-Trade Zone Operator and undertake the operational management of foreign-trade zone activities at the Zone Site;

NOW, THEREFORE, the parties hereto, in consideration of the mutual agreements herein contained and promises herein expressed, and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

1. DEFINITIONS

The following words shall have the following meanings when used in this Agreement:

1.1 "The Act" shall mean the Foreign-Trade Zones Act of June 18, 1934 (48 Stat. 998-1003; 19 USC 81 81a-81u), as amended.

1.2 "The Regulations" shall mean collectively the Regulations currently published in the Code of Federal Regulations at Title 15, Part 400, and Title 19, Part 146, as such Regulations may be amended in the future.

1.3 "USCBP" shall mean United States Customs and Border Protection.

1.4. "The Operating Procedures" shall mean such operating procedures as may be required of COMPANY by USCBP.

2. AGREEMENT TO OPERATE

GRANTEE hereby grants, subject to all the terms, covenants and conditions set forth in this Agreement and to the provisions, conditions and restrictions of the Act and the Regulations and to other applicable law, permission to COMPANY to function as the Foreign-Trade Zone Operator at the Zone Site. This is a non-exclusive grant of permission and other entities may be granted authority by GRANTEE to function as a Foreign-Trade Zone Operator at other sites within FTZ No. 94.

3. RESPONSIBILITY OF COMPANY

3.1 Authorization and General Responsibility - GRANTEE hereby authorizes COMPANY to provide, and COMPANY assumes full responsibility for providing, operational management services at the Zone Site. COMPANY agrees to conduct its operations at the Zone Site in accordance with the terms and conditions of this Agreement and in compliance with the Act, Regulations, USCBP Directives and all other applicable laws and regulations during the term hereof, including any renewals. COMPANY has the right to engage the services of a subcontractor to undertake the operational management of foreign-trade zone activities on its behalf. If COMPANY

engages the services of a subcontractor, COMPANY agrees to remain primarily liable for the performance of all obligations herein.

3.2 Specific Responsibility - COMPANY will be responsible for the handling of the day-to-day operations at the Zone Site. These operations include, but are not limited to the following:

- (a) Establish and implement Operating Procedures to be followed at the Zone Site which will satisfy the regulatory requirements of USCBP;
- (b) Ensure the preparation and filing of the applicable documentation with USCBP for admission, processing and removal of merchandise at the Zone Site;
- (c) Enter into an agreement, where necessary, with the United States Census Bureau regarding the furnishing of statistical copies of CBP Forms 214 (CBP Form 214A) and other statistical information;
- (d) Keep tallies of all merchandise admitted into and delivered from the Zone Site;
- (e) Provide the Annual Report information and data covering activities COMPANY conducted at the Zone Site;
- (f) Prepare all documentation required by USCBP and the FTZB to be prepared by a Foreign-Trade Zone Operator;
- (g) Ensure that the proper Customs Form 301 Foreign-Trade Zone Operator's Bond is maintained and kept current with USCBP covering COMPANY activities at the Zone Site;

(h) Ensure the physical security required by USCBP is implemented at the Zone Site;

(i) Establish an electronic interface with USCBP through its automated commercial system, when the specifications and requirements of that interface have been developed and implemented by USCBP.

COMPANY acknowledges that it has read, understands and reviewed the Act, Regulations, USCBP Directives and all applicable laws and regulations. COMPANY separately and independently covenants with GRANTEE that it shall, at all times conform to the requirements of the Act, Regulations, USCBP Directives, and all applicable laws and regulations.

3.3 Correspondence with FTZB. All correspondence to the FTZB concerning the activities conducted by COMPANY at the Zone Site shall be done through GRANTEE. With the exception of the Annual Report that GRANTEE is required by the Act to file with the FTZB, GRANTEE shall provide COMPANY with copies of all correspondence GRANTEE intends to send to the FTZB concerning COMPANY and COMPANY shall approve all such correspondence prior to its submission to the FTZB, with such approval not to be unreasonably withheld.

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day activity of COMPANY at the Zone Site and there shall be no representation that the GRANTEE has any knowledge, actual or constructive, of the quantity, character, status, designation, identification, or time of admission, transfer or release of goods into or from the Zone Site and that any information is the representation solely of COMPANY and not of GRANTEE.

4.2 Annual Report - GRANTEE is responsible for furnishing the Annual Report to the FTZB from the information given to it by COMPANY pursuant to paragraph 3.2(e) of this Agreement. COMPANY shall deliver to GRANTEE within forty-five (45) days of the close of the reporting period as specified by the FTZB, through the Online FTZ Information System (OFIS) account established for COMPANY by GRANTEE, the data and information required to complete the Annual Report for the FTZB. In addition, COMPANY shall provide GRANTEE, by the above referenced date, a separate written certification signed by an authorized representative of COMPANY that to the best of his knowledge and belief, the data and information provided through the OFIS is true, correct and accurate. Unless GRANTEE has provided COMPANY with a written extension of time to submit the above information and data for the Annual Report, COMPANY shall pay GRANTEE \$100 per calendar day for each and every calendar day after the aforementioned submission date that said information and data is not submitted through OFIS by COMPANY for GRANTEE's review.

5. RECORDKEEPING, INSPECTION AND AUDIT

COMPANY agrees to promptly provide GRANTEE with any information concerning operations at the Zone Site as GRANTEE may be required to submit to the

FTZB, to USCBP, or to any other governmental agency. COMPANY warrants that all information provided to GRANTEE for submission to a governmental agency, will be true and correct in all material respects to the best of the COMPANY's knowledge at the time such information is provided. COMPANY agrees to promptly update any information provided to GRANTEE that is later determined to be or have become incorrect.

All financial and operations information concerning COMPANY's activities at the Zone Site shall be kept confidential except that which is required to be made public by the FTZB or any other public agency. COMPANY agrees to cause all financial and accounting records concerning the operations at the Zone Site to be retained for five (5) years after the act or occurrence recorded or after the merchandise covered by such records has been forwarded from the Zone Site and the CBP Form 214 File Folder has been closed, whichever is longer. GRANTEE shall have the right upon notice and during normal business hours at any time and from time to time, at its own cost and expense, to conduct inspections and audits of COMPANY's records in connection with its operations at the Zone Site. COMPANY, its employees and agents shall cooperate fully in connection therewith, and at no extra cost to GRANTEE, such cooperation to include but not be limited to making available to GRANTEE for on-site physical inspection or copying the books, records and accounts which COMPANY is required to keep for the Zone Site by USCBP, and answering inquiries to be made in such manner or form as GRANTEE deems appropriate (including personal interviews) covering any aspect of COMPANY's operations under this Agreement at the Zone Site. Nothing herein is intended to preclude

COMPANY from asserting against GRANTEE a claim of privilege or confidentiality regarding its records that COMPANY could assert against USCBP, the FTZB or a successor agency, but nothing herein is intended to preclude GRANTEE from contesting such claims.

COMPANY shall promptly notify GRANTEE of any other reports requested by any government agency, and shall, upon request, provide copies of all such reports and investigative documentation to GRANTEE. In the event that any audit, inspection or examination by USCBP, the FTZB, or GRANTEE discloses that books, records or operational procedures of COMPANY are not in conformity with the requirements of this Agreement, COMPANY shall take all actions necessary to correct such deficiencies.

6. ADMINISTRATIVE EXPENSE

6.1 USCBP Expenses - COMPANY shall pay the full cost of any activation fee and annual fee imposed by USCBP attributable to the COMPANY operations at the Zone Site.

6.2 USCBP Bond Expense - COMPANY shall pay the full cost of any USCBP Bond required by USCBP for the COMPANY operations at the Zone Site.

6.3 Reimbursement by GRANTEE - GRANTEE shall not be obligated to reimburse COMPANY for any expenses incurred by COMPANY in connection with its operations at or administration of the Zone Site, including, without limitation, expenses covering or relating to any of the following: assignment to the Zone Site of USCBP employees; the obtaining of such surety bond as may be required of COMPANY by USCBP; keeping of books, records and accounts in the manner required by the

Regulations; any costs incurred by COMPANY pursuant to the Regulations and any other expenses involving in any way the administration or operation of the Zone Site or COMPANY's compliance with the terms of this Agreement. All such expenses shall be the sole responsibility of COMPANY.

6.4 Reimbursement by COMPANY - COMPANY will pay GRANTEE fees pursuant to the Zone Schedule for FTZ No. 94, a copy of which is attached as Exhibit B. The parties agree that these amounts are fair and reasonable compensation for the services to be rendered by the GRANTEE in assisting COMPANY with regard to its operations within FTZ No. 94. The Fees (Sponsorship, Activation, Alteration and/or Annual) are on a per site basis so that should COMPANY, in the future, function as the Foreign-Trade Zone Operator at multiple sites, COMPANY will be responsible for each applicable Fee at each site. These fees are published in the FTZ No. 94 Zone Schedule and are subject to review and modification every year this Agreement remains in effect.

6.5 Fines - Without limiting the generality of any other provision in this Agreement, COMPANY shall reimburse GRANTEE for any fine ultimately imposed on GRANTEE by USCBP as the result of any act or omission of COMPANY under this Agreement. In the event any such fine is imposed or if GRANTEE is informed that any such fine is contemplated, GRANTEE shall promptly notify COMPANY in writing and shall provide COMPANY the opportunity to defend against such fine.

7. RELATIONSHIP BETWEEN GRANTEE AND COMPANY

GRANTEE and COMPANY are not and shall not be considered as joint venturers, partners, or agents of each other, and neither shall have the power to bind or

obligate the other except as set forth in this Agreement. COMPANY and GRANTEE agree not to represent to any one that they are agents of one another or have any authority to act on behalf of one another except as set forth in this Agreement.

8. INDEMNIFICATION

COMPANY shall indemnify and hold harmless GRANTEE and its City Council, officers, employees and representatives from all claims and demands of third persons, including, but not limited to, claims and demands for death, for personal injuries, for property damage and for other loss, arising out of or connected or related in any way to the activities of COMPANY, its agents, officers, representatives, employees or contractors at or in connection with the Zone Site, or its responsibilities undertaken in connection therewith. Without limiting the generality of the foregoing, it is understood that COMPANY recognizes that this indemnity includes within its coverage all claims and demands by any governmental agency, department or other entity, including, without limitation, any claim or demand by USCBP for lost duty, penalties, fines and liquidated damages. COMPANY shall defend GRANTEE against any such claim or demand. In the event any claim or demand is asserted against GRANTEE in connection with the operation by COMPANY at the Zone Site, GRANTEE shall promptly notify COMPANY in writing and shall provide COMPANY the opportunity to defend against such claim or demand.

9. INSURANCE

COMPANY agrees to carry with an admitted insurance company or companies approved by GRANTEE, licensed to do business in the State of Texas and keep in effect during the term of this Agreement, liability insurance for the Zone Site for

the benefits of GRANTEE and with GRANTEE shown as an additional insured, including the obligation of the insurer to defend GRANTEE, in any action covered by said insurance in the following amounts:

9.1 Commercial General Liability Insurance - Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage Contractual Liability must be maintained covering the Contractors obligations contained in the contract.

9.2 Commercial Automobile Liability Insurance - Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

9.3 Workers Compensation Insurance - Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

9.4 Subcontractors Insurance - Any Subcontractor(s) hired by the COMPANY shall maintain insurance coverage equal to that required of the COMPANY. It is the responsibility of COMPANY to assure compliance with this provision. The GRANTEE accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

9.5 Additional Insured - GRANTEE shall be named as an additional insured with respect to General, Auto and Workers' Compensation. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. A waiver of subrogation in favor of GRANTEE shall be contained in the Workers' Compensation and all liability policies. All insurance policies shall be endorsed to require the insurer to immediately notify GRANTEE of any material change in the insurance coverage. All insurance policies, which name GRANTEE as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

9.6 Deductibles - COMPANY may maintain reasonable and customary deductibles, subject to approval by GRANTEE. Insurance must be purchased from insurers that are financially acceptable to GRANTEE. All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

9.7 Certificates of Insurance - Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing, warranting and setting forth all endorsements and insurance coverages according to requirements and instructions contained herein. The policies shall specifically set forth the notice-of-cancellation or termination provisions to GRANTEE. Upon request, COMPANY shall furnish GRANTEE certified copies of all insurance policies.

10. ADVERTISING

GRANTEE shall have, at all times hereunder, the right to use aggregate,

general data concerning COMPANY operations at the Zone Site in marketing FTZ No. 94. Without limiting any other provision of this Agreement, GRANTEE specifically reserves the right to respond to press inquiries concerning FTZ No. 94.

11. TERM AND RENEWAL

This Agreement is to become effective upon its execution by COMPANY and GRANTEE. Unless sooner terminated as herein provided, this Agreement shall remain in effect for an initial term of five (5) years from such effective date. Thereafter, this Agreement shall be automatically renewed for four (4) renewal terms of five (5) years each, unless either party has given written notice to the other party at least six (6) months prior to a renewal date that such party desires not to renew in which case this Agreement shall expire as of said renewal date if such notice has been given by GRANTEE or COMPANY.

12. RIGHTS AND OBLIGATIONS OF PARTIES UPON TERMINATION

12.1 Termination by COMPANY - COMPANY shall have the right to terminate this Agreement and all rights and obligations hereunder upon ninety (90) days prior written notice to the GRANTEE.

12.2 Withdrawal of Grant - If the grant of authority for FTZ No. 94 shall be revoked or cancelled and as a result thereof GRANTEE permanently is without authority to maintain FTZ No. 94, this Agreement shall terminate and COMPANY shall have no claim against the GRANTEE by reason of such revocation or cancellation, and COMPANY shall have no further interest in the subject matter of this Agreement. Should GRANTEE be prevented from continuing the maintenance of FTZ No. 94 by

statute, legal regulation or order of any court, GRANTEE may terminate this Agreement by written notice to COMPANY. COMPANY shall have standing to institute appropriate legal or administrative proceedings to contest the validity or applicability of said statute, legal regulation, or court order, or to file an appeal from said court order, and should said legal or administrative proceedings or appeal result in a decision by a court or administrative body of competent jurisdiction that GRANTEE is not prevented from continuing the operation of FTZ No. 94 by virtue of said statute, legal regulation, or court order, then this Agreement shall be reinstated in full force and effect and GRANTEE and COMPANY shall be restored to their former positions hereunder as if said termination had never taken place.

12.3 Termination by GRANTEE - GRANTEE shall have the right, if COMPANY is in breach of its obligations under this Agreement, to terminate this Agreement and all rights and obligations hereunder, provided that GRANTEE has given written notice to COMPANY regarding the breach of this Agreement and COMPANY fails to either pay any sums due within forty-five (45) days of receipt of such notice or, where correction of such deficiency requires a longer period and COMPANY has failed to commence to correct such deficiency within forty-five (45) days of receipt of such notice and to correct such deficiency within a reasonable period thereafter. Additionally, the GRANTEE shall have the right to terminate this Agreement immediately for cause due to cancellation of the COMPANY FTZ Operator's bond, the expiration of its liability insurance policy or the suspension of the grant by the FTZB.

12.4 Continuing Obligations of COMPANY Upon Termination - Upon termination of this Agreement for any reason, COMPANY shall remain responsible for all merchandise in zone status, and for compliance with all applicable Customs laws, regulations, and other requirements, until all Users' merchandise in zone status (except domestic status for which no permit is required) has been either removed from the Zone Site or transferred to the FTZ Operator's Bond of another entity. In the event that activation of the Zone Site is suspended or revoked for any reason, and the GRANTEE is not responsible for said suspension or revocation, COMPANY shall remain liable for reimbursement of all costs or expenses incurred by USCBP and or the FTZB in connection with the suspension or revocation of activation of the Zone Site which are payable by COMPANY and or GRANTEE; and all costs or expenses incurred by the GRANTEE either directly or indirectly in connection with such suspension or revocation.

Additionally, upon any termination of this Agreement, whether pursuant to expiration of the term, upon default or for any other reason, COMPANY shall remain liable for all accrued but unpaid expenses or fees, all duties, taxes, charges, fees, penalties, fines, assessments and liquidated damages payable in connection with the merchandise of the Users and for any other amounts payable by COMPANY under this Agreement and pursuant to the indemnification provisions of paragraph 8.

13. NOTICES

All notices to GRANTEE shall be hand delivered or sent by certified mail, return receipt requested, addressed to:

City Manager
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

with a copy to:

Laredo International Airport
Foreign-Trade Zones No. 94
Airport Operations Manager
5210 Bob Bullock Loop
Laredo, Texas 78041

or at such other address as the GRANTEE designates in writing.

All notices to COMPANY shall be hand delivered or sent by certified mail, return receipt requested addressed to:

or at such other address as COMPANY designates in writing.

The date of delivery shall be the date of hand delivery or as evidenced by the postal return receipt.

14. MISCELLANEOUS

14.1 Construction - This Agreement shall be governed by and construed in accordance with the Foreign-Trade Zones Act, the Regulations adopted thereunder and all amendments thereto, and the applicable laws of the State of Texas.

14.2 Counterparts - This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same Agreement.

14.3 Further Instruments and Actions - Each party shall deliver such further instruments and take such further action as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

14.4 Headings - Headings and captions in this Agreement are solely for the convenience of reference and shall not affect its interpretation.

14.5 Integration - This Agreement is intended to set forth the precise relationship between the parties hereto as to Foreign-Trade Zones operations. This instrument contains the entire agreement of the parties, and no representation, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect.

14.6 Severability - If any provision of this Agreement is declared void or ineffective, that declaration will not affect the validity of any other provision of this Agreement.

14.7 Waiver - No failure of either party hereto to exercise any right or power given it hereunder, or to insist upon strict compliance by the other party of any obligation hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of the party's right to demand exact compliance with the terms hereof.

14.8 Gender - All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed construed to include any

other number, singular or plural, any other gender, masculine, feminine, or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require.

14.9 Binding Effect – This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Provided, however, that this paragraph is in no way to be construed as granting to COMPANY the right to assign this Agreement or any interest herein without the express prior written approval of GRANTEE. An assignment or transfer to an affiliate, including, but not limited to, a parent company or a wholly-owned or majority owned subsidiary of COMPANY shall not require prior written approval of GRANTEE. COMPANY will provide prompt written notice to GRANTEE of any assignment of this Agreement. Any successor in interest of either party shall be subject to and bound by the terms of this Agreement.

14.10 Amendment - This Agreement cannot be changed orally but only by an agreement in writing by all parties hereto.

14.11 Exhibits - All exhibits or schedules referred to herein, or which from time to time may be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as if fully set forth herein. Any exhibit or schedule incorporated herein may be adjusted without the necessity of formal amendment of this Agreement. Upon adjustment of any exhibit or schedule, a revised exhibit or schedule shall be prepared by GRANTEE and executed by the parties hereto. Each exhibit or schedule as of its effective date shall be deemed a part

of this Agreement at all times so long as it bears the signatures or initials of both parties hereto.

SIGNED IN TRIPLICATE ORIGINALS on this the ____ day of _____ 2014.

CITY OF LAREDO

BY: _____
CARLOS VILLARREAL
CITY MANAGER

ATTEST:

BY: _____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: _____
RAUL CASSO
CITY ATTORNEY

COMPANY

BY: _____

ORDINANCE NO. 2014-O-102

AUTHORIZING THE CITY MANAGER TO UPDATE THE CITY'S FOREIGN TRADE ZONE NO. 94 FEE SCHEDULE APPLICABLE TO LAREDO'S FOREIGN TRADE ZONE OPERATORS BY DESIGNATING AN INITIAL ACTIVATION FEE OF \$2,500.00, DESIGNATING THE ANNUAL FEE AT A MINIMUM OF \$3,000.00 FOR OPERATORS WITH LESS THAN 10,000 SQUARE FEET OF ACTIVATED SPACE, \$5,000.00 FOR OPERATORS WITH 10,001-100,000 SQUARE FEET OF ACTIVATED SPACE AND \$6,500.00 FOR OPERATORS WITH MORE THAN 100,001 SQUARE FEET OF ACTIVATED SPACE. THIS FEE SCHEDULE SHALL BECOME EFFECTIVE OCTOBER 1, 2014 THRU SEPTEMBER 30, 2019.

WHEREAS, the Airport Manager recommends that the City Council approve the proposed Foreign Trade Zone No. 94 Fee Schedule applicable to Laredo's Foreign Trade Zone Operators by designating an initial activation fee \$2,500.00, designating the annual fee at a minimum of \$3,000.00 for operators with less than 10,000 square feet of activated space, \$5,000.00 for operators with 10,001-100,000 square feet of activated space, and \$6,500.00 for operators with more than 100,001 square feet of activated space.;

WHEREAS, the Airport Advisory Committee finds that said agreement is in the best interest of the Airport and recommends that the City Council approve the proposed fee schedule; and,

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Manager and of the Airport Advisory Committee agrees with same.

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

Section 1: The City Manager be and is hereby authorized to amend Foreign Trade Zone No. 94 Fee Schedule applicable to Laredo's Foreign Trade Zone Operators by designating an initial activation fee of \$2,500.00, designating the annual fee at a minimum of \$3,000.00 for operators with less than 10,000 square feet of activated space, \$5,000.00 for operators with 10,001-100,000 square feet of activated space, and \$6,500.00 for operators with more than 100,001 square feet of activated space This fee shall become effective October 1, 2014 thru September 30, 2019.

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

**PASSED BY THE CITY COUNCIL AND APROVED BY THE MAYOR ON THIS
THE ____ DAY OF _____, 2014.**

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY:_____
RAUL CASSO
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances

City Council-Regular

Meeting Date: 09/02/2014

Staff Source: Jose Luis Flores, Airport Manager

SUBJECT

2014-O-103 Authorizing the City Manager to execute a three (3) year lease agreement between the City of Laredo, as LESSOR and Altair Aviation, L.L.C., as LESSEE, for Hangar No. 162 consisting of 13,114 square feet situated on an approximate 42,038 square foot tract of land at the Laredo International Airport, commencing on October 1, 2014 and ending on September 30, 2017. The current monthly rental is \$4,789.00 and annually adjusted by changes in CPI, providing for effective date.

PREVIOUS COUNCIL ACTION

City Council approved Ordinance No. 2009-O-230 on February 01, 2010.

BACKGROUND

Altair, LLC on January 2009 acquired FBO Elite Aviation, Inc. Altair, LLC is based out of Laredo and its primary business is aviation related services.

The lease premises are leased "AS IS" condition.

Altair, Inc. is responsible for all (100 %) of the maintenance including sanitary cleaning of the leased premises.

Altair proposes to construct a 20,000 plus sq. ft. replacement hangar during the term of the lease agreement.

COMMITTEE RECOMMENDATION

On August 05, 2014, the Airport Advisory Board considered this item and recommends approval.

STAFF RECOMMENDATION

Approval of this ordinance.

Fiscal Impact

Fiscal Year:

2014

Budgeted Y/N?:

Source of Funds:

Airport Operations

Account #: 242-0000-361-1086

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Initial monthly rent of \$ 4,789 plus rent adjustments as per change in the Consumer Price Index (CPI).

Funds will be deposited in the Airport Operations Fund account 242-0000-361-1086

Attachments

Altair Hangar #162

ORDINANCE NO. 2014-O-103

AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE (3) YEAR LEASE AGREEMENT BETWEEN THE CITY OF LAREDO, AS LESSOR AND ALTAIR AVIATION, LLC, AS LESSEE, FOR HANGAR NO. 162 CONSISTING OF 13,114 SQUARE FEET SITUATED ON AN APPROXIMATE 42,038 SQUARE FOOT TRACT OF LAND AT THE LAREDO INTERNATIONAL AIRPORT, COMMENCING ON OCTOBER 01, 2014 AND ENDING ON SEPTEMBER 30, 2017. THE CURRENT MONTHLY RENTAL IS \$4,789.00 AND ANNUALLY ADJUSTED BY CHANGES IN CPI, PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Airport Manager recommends that the City Council approve the proposed three (3) year lease between the City of Laredo, as LESSOR, and Altair Aviation LLC., as LESSEE for Hangar No. 162 consisting of 13,114 square feet situated on an approximate 42,038 square foot tract of land at the Laredo International Airport as a contract and in furtherance of the development of the Laredo International Airport;

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Manager and the Airport Advisory Board agrees with same.

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

Section 1: The City Manager be hereby authorized to execute a three (3) year lease with Altair Aviation LLC., for Hangar No. 162 consisting of 13,114 square feet situated on an approximate 42,038 square foot tract of land at the Laredo International Airport, a copy of which lease is attached hereto as Exhibit A, and incorporated herein as if set out at length for all intents and purposes.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
THE ____ DAY OF _____, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
RAUL CASSO
CITY ATTORNEY

Final Reading of Ordinances

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: Jose Luis Flores, Airport Manager

SUBJECT

2014-O-104 Authorizing the City Manager to accept and appropriate the Federal Aviation Administration (FAA) Grant No. 3-48-0136-77-2014 in the amount of \$4,202,381.00 and amending the City of Laredo FY2014 Airport Construction Budget for the purpose of Airport improvements. The City's 10% local match for this grant is \$466,932.00. This is part of a multi-year grant totaling \$4,881,196.00. The Airport Operations will be advancing \$678,815.00 to the Airport Construction Fund and also authorizing the City Manager to appropriate said funds.

PREVIOUS COUNCIL ACTION

Resolution 2014-R-038 approved on 4/21/2014

BACKGROUND

The City of Laredo International Airport received a grant offer from the Federal Aviation Administration in the amount of \$4,202,381.00 for airport development improvements which include the Rehabilitation of the General Aviation Apron (Phase 8), improvements to the Terminal Apron and the acquisition of a vacuum sweeper. The required local match in the amount of \$466,932.00 is available in the Airport Construction Fund. This project is part of a multi-year grant. The total United States share of the project is \$4,881,196.00 of which \$4,202,381.00 were awarded during FY2014 and \$678,815.00 is to be awarded in FY2015.

The proposed project will enable the airport to use this area as an active aircraft parking area for the cargo aircraft fleet currently utilizing the airport. The structural capacity of the existing pavement section is inadequate for the current aircraft fleet mix. The average Pavement Condition Index (PCI) for this area is 36.5, which corresponds to a Very Poor rating. Foreign Object Debris (FOD) is a problem in this area, in large part due to the pavement condition and poses a safety concern. The Terminal Apron will be rehabilitated. Spalls and cracks will be repaired and failed panels will be replaced. A regenerative air sweeper will be purchased to clean airfield pavement and reduce FOD. A rubble pile, identified as a hazard in the Wildlife Hazard Management Plan, will be removed.

COMMITTEE RECOMMENDATION

On July 08, 2014, the Airport Advisory Board recommended approval.

STAFF RECOMMENDATION

Approve this ordinance.

Fiscal Impact

Fiscal Year: 2014

Budgeted Y/N?:

Source of Funds: FAA GRANT # 77

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Original Budget Amendment Revised Budget

REVENUES:

FAA GRANT# 77	433-0000-322.20-88	-	4,202,381	4,202,381
TFR IN- 433	433-0000-393.04-33	2,196,449	542,356	2,738,805
TFR IN- 242	433-0000-393.02-42	3,778,286	678,815	4,457,101
			5,423,552	

EXPENSES:

AUTOMOTIVE	433-3670-585.90-04	-	198,594	198,594
IMPROV O/T BLDG	433-3670-585.93-01	-	4,470,718	4,470,718
IMPROV O/T BLDG	433-3682-585.93-01	-	754,240	754,240
RESERVE APROP	433-3682-564.99-00	735,349	(542,356)	192,993
TFR OUT- 433	433-3682-597.04-33	1,021,991	542,356	1,564,347
			5,423,552	

Attachments

Budget Amendment Grant #77

Grant #77

ORDINANCE NO. 2014-O-104

AUTHORIZING THE CITY MANAGER TO ACCEPT AND APPROPRIATE THE FEDERAL AVIATION ADMINISTRATION (FAA) GRANT NO. 3-48-0136-77-2014 IN THE AMOUNT OF \$4,202,381.00 AND AMENDING THE CITY OF LAREDO FY2014 AIRPORT CONSTRUCTION BUDGET FOR THE PURPOSE OF AIRPORT IMPROVEMENTS. THE CITY'S 10% LOCAL MATCH FOR THIS GRANT IS \$466,932.00. THIS IS PART OF A MULTI-YEAR GRANT TOTALING \$4,881,196.00. THE AIRPORT OPERATIONS WILL BE ADVANCING \$678,815.00 TO THE AIRPORT CONSTRUCTION FUND AND ALSO AUTHORIZING THE CITY MANAGER TO APPROPRIATE SAID FUNDS.

WHEREAS, the City of Laredo approves and appropriates revenues from a grant received from the Federal Aviation Administration Airport Improvement Program in the amount of \$4,202,381.00 for the Laredo International Airport Construction Budget; and

WHEREAS, said transfer will fund future grant funds and local match towards Federal Aviation Administration "FAA" Grant(s) to initiate project work to Rehabilitate General Aviation Apron (Phase 8), Rehabilitate Airport Terminal Apron Design and Construction, rubble pile removal, and acquire vacuum sweeper; and

WHEREAS, the Airport Manager recommends that the City Council approve the proposed budget amendment to the City of Laredo FY 2014 Airport Construction Budget to recognize the additional revenues and to appropriate like expenditures; and

WHEREAS, the Airport Advisory Board finds that amending the budget is in the best interest of the City of Laredo; and

WHEREAS, the City Council of the City of Laredo is of the same opinion.

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

Section 1: The City Manager be and is hereby authorized to amend City of Laredo FY 2014 Airport Construction Budget to appropriate revenues from a grant received from the Federal Aviation Administration Airport Improvement Program being Grant Project No. 3-48-0136-77-2014 in the amount \$4,202,381.00 and a transfer from Airport Operations. Said transfer will fund future grant funds and local match towards Federal Aviation Administration "FAA" Grant(s) to initiate project work to Rehabilitate General Aviation Apron (Phase 8), Rehabilitate Airport Terminal Apron Design and Construction, rubble pile removal, and acquire vacuum sweeper and authorizing the City Manager to implement said budget amendment.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY



U.S. Department
of Transportation Federal Aviation
Administration

SPONSOR COPY

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>AUG 07 2014</u>
Airport/Planning Area	<u>Laredo International Airport, Texas</u>
AIP Grant Number	<u>3-48-0136-077-2014</u>
DUNS Number	<u>024392784</u>
TO:	<u>The City of Laredo, Texas</u> <u>(herein called the "Sponsor")</u>

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 4, 2014, for a grant of Federal funds for a project at or associated with the Laredo International Airport, Texas, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Laredo International Airport, Texas (herein called the "Project") consisting of the following:

Reconstruct Apron; Acquire Runway Sweeper

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$4,202,381.00.

For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

\$4,202,381.00 for airport development

Multi-Year Grant. This project is part of a multi-year grant, which is more fully described in the Special Conditions. The total United States share of the project is \$4,881,196.00, and the project is planned to be funded in Fiscal Years [FY-2014 and FY-2015]. For the fiscal years in which this project is being funded, the FAA will establish that fiscal year's maximum obligation in a letter to the Sponsor. When the FAA can calculate the funding and incur the obligation, the FAA will issue this letter to the Sponsor. Funding which will be subject to the restriction on the use of such apportionments imposed on FAA by existing and future Appropriations Acts. This commitment does not in itself obligate, preclude, or restrict the FAA in the use of any funds made available for discretionary use to further aid the Sponsor in meeting the cost of this project.

2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 4, 2014, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by

the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers
 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).
10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to

the amount or description in the letter.

12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
15. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent for land project.
16. **Audits for Private Sponsors.** When the work in this grant is complete, the Sponsor must provide a copy of an audit of this grant project prepared in accordance with accepted standard audit practices to the Airports District Office.
Audits for Public Sponsors. The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.

18. Ban on Texting When Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts

19. Trafficking in Persons.

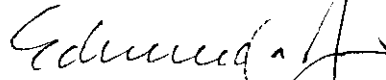
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 - 1. Is determined to have violated the Prohibitions; or
 - 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

- 20. Exhibit A Included with Grant Application.** The Exhibit “A” updated January 18, 2006, submitted with the project application is made a part of this grant agreement.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

SPECIAL CONDITIONS

**UNITED STATES OF AMERICA,
FEDERAL AVIATION ADMINISTRATION**



Edward N. Agnew

Manager, Texas Airports Development Office

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 11th day of AUGUST, 2014.

CITY OF LAREDO

(Name of Sponsor)

[Signature]
(Signature of Sponsor's Designated Official Representative)

By:

CARLOS VILLARREAL

(Typed Name of Sponsor's Designated Official Representative)

Title:

CITY MANAGER

(Title of Sponsor)

I, Raúl Casso

CERTIFICATE OF SPONSOR'S ATTORNEY

, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of TEXAS. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Laredo this 11th day of August, 2014

By

[Signature]
(Signature of Sponsor's Attorney)

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Federal Aviation Administration
Southwest Region, Airports Division
Texas Airports Development Office

SPONSOR COPY

FAA-ASW-650
2601 Meacham Boulevard
Fort Worth, Texas 76137

AUG 07 2014

The Honorable Raul G. Salinas
Mayor of Laredo, Texas
P.O. Box 579
Laredo, Texas 78042

Dear Mayor Salinas:

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-48-0136-077-2014 at Laredo International Airport, Texas. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- The governing body must pass a resolution and execute the grant, along with your attorney's certification, by September 4, 2014, in order for the grant to be valid.
- No change may be made by you or your representative to the Grant Offer.
- We ask that you return the Grant Offer marked "Original" to us by overnight mail, facsimile, regular mail, or E-Mail (PDF), and maintain the copy marked "Sponsor Copy" for your records.

Subject to the requirements in 49 CFR § 18.21, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

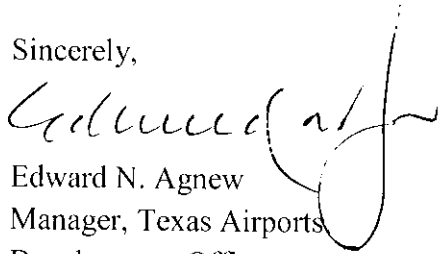
- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Quarterly Performance Reports due every quarter.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit, as a minimum, the following:

- Sponsor Certification for Project Final Acceptance;
- Summary of all change orders and summary of all testing; and
- Final SF-270 or SF-271 (or equivalent) and SF-425.

Mr. Marcelino Sanchez is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


Edward N. Agnew
Manager, Texas Airports
Development Office

Application for Federal Assistance SF-424

* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): * Other (Specify)
* 3. Date Received:		4. Application Identifier:		
5a. Federal Entity Identifier: 3-48-0136-077-2014		* 5b. Federal Award Identifier: 3-48-0136-077-2014		
State Use Only:				
6. Date Received by State:		7. State Application Identifier:		
8. APPLICANT INFORMATION:				
* a. Legal Name: City of Laredo, Texas				
* b. Employer/Taxpayer Identification Number (EIN/TIN): 74-6001573			* c. Organizational DUNS: 024392784	
d. Address:				
* Street1: 5210 Bob Bullock Loop Street 2: * City: Laredo County: Webb * State: Texas Province: Country: USA * Zip/ Postal Code: 78041				
e. Organizational Unit:				
Department Name: City of Laredo, Texas			Division Name: Airport Department	
f. Name and contact information of person to be contacted on matters involving this application:				
Prefix: Mr. First Name: Jose Middle Name: * Last Name: Flores Suffix:				
Title: Airport Manager				
Organizational Affiliation: Laredo International Airport 5210 Bob Bullock Loop Laredo, TX 78041				
* Telephone Number: 956.795.2000			Fax Number:	
* Email: jlflores@ci.laredo.tx.com				

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type: C. City or Township Government

Type of Applicant 2: Select Applicant Type: - Select One -

Type of Applicant 3: Select Applicant Type: - Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration Texas ADO, Fort Worth, Tx. 76193-0610

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

12. Funding Opportunity Number: 3-48-0136-077-2014

Title: Reconstruct Apron; Acquire Sweeper

13. Competition Identification Number: 3-48-0136-077-2014

Title: Reconstruct Apron; Acquire Sweeper

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Laredo, Webb County, Texas

* 15. Descriptive Title of Applicant's Project:

Reconstruct Apron; Acquire Sweeper

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of: TX-28

* a. Applicant TX-28

* b. Program/Project: TX-28

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project: Reconstruct Apron; Acquire Sweeper

* a. Start Date: October 1, 2014

* b. End Date: April 30, 2015

18. Estimated Funding (\$):

*a. Federal	\$4,881,196.00
*b. Applicant	\$542,356.00
*c. State	
*d. Local	\$0.00
*e. Other	\$0.00
*f. Program Income	\$0.00
*g. TOTAL	\$5,423,552.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001).

☒ **I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

*First Name: Carlos

Middle Name:

*Last Name: Villareal

Suffix:

*Title: City Manager

*Telephone Number: 956.791.7302

Fax Number: 956.791.7498

*Email: cvillareal@ci.laredo.tx.com

*Signature of Authorized Representative:

Date Signed: 4 August 2014

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

PART II
PROJECT APPROVAL INFORMATIONItem 1.

Does this assistance request require State, local, regional, or other priority rating?

☐ Yes ☒ NoName of Governing Body:
Priority:Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

☐ Yes ☒ NoName of Agency or Board.
(Attach Documentation)Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

☐ Yes ☒ No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

☐ Yes ☒ No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposed project covered by an approved comprehensive plan?

☒ Yes ☐ No

Check one:

State ☐
Local ☒
Regional ☐

Location of Plan:

ACIP

Item 6.

Will the assistance requested serve a Federal installation?

☐ Yes ☒ No

Name of Federal Installation:

Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

☐ Yes ☒ No

Name of Federal Installation:

Location of Federal Land:

Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

☐ Yes ☒ No

See instruction for additional information to be provided

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

☐ Yes ☒ No

Number of:

Individuals. _____
Families. _____
Businesses. _____
Farms. _____Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

☐ Yes ☒ No

See instructions for additional information to be provided.

PART II – SECTION C (SECTION B OMITTED)

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Covered in the Laredo International Airport 20-year Master Plan and the City of Laredo Airport Area Plan. This plan covers the Airport and its environs and has protection for the Airport written into it, including zoning ordinances. This project will be contained within the existing airport property boundary.

2. Defaults. - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

NONE

3. Possible Disabilities. - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

NONE

4. Land. - (a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the property map designated as Exhibit "A":

Attached is Exhibit "A" dated 1/18/2006

* State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART II -- SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

- (b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "B":

N/A

- (c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "B":

N/A

5. Exclusive Rights. -There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

NONE

* State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III - BUDGET INFORMATION - CONSTRUCTION**SECTION A - GENERAL**1. Federal Domestic Assistance Catalog No..... 20.106

2. Functional or Other Breakout.....

SECTION B - CALCULATION OF FEDERAL GRANT

Land Acquisition - Runway Extension Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$10,000
2. Preliminary expense			\$0
3. Land, structures, right-of-way			\$0
4. Architectural engineering basic fees (Design)			\$46,723
5. Other Architectural engineering fees (CA & CMT)			\$160,000
6. Project inspection fees (RPR)			\$98,000
7. Land development			\$0
8. Relocation Expenses			\$0
9. Relocation payments to Individuals and Businesses			\$0
10. Demolition and removal			\$0
11. Construction and project improvement			\$4,910,235
12. Equipment (Sweeper)			\$198,594
13. Miscellaneous (Surveys, Appraisals, EDDA, Title & Closing)			\$0
14. Total (Lines 1 through 13)			\$5,423,552
15. Estimated Income (if applicable)			\$0
16. Net Project Amount (Line 14 minus 15)			\$5,423,552
17. Less: Ineligible Exclusions			\$0
18. Add: Contingencies			\$0
19. Total Project Amt. (Excluding Rehabilitation Grants)			\$5,423,552
20. Federal Share requested of Line 19			\$4,881,196
21. Add Rehabilitation Grants Requested (100 Percent)			\$0
22. Total Federal grant requested (lines 20 & 21)			\$4,881,196
23. Grantee share			\$542,356
24. Other shares (STATE)			\$0
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$5,423,552

SECTION C - EXCLUSIONS

26	Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.		\$	\$
b.			
c.			
d.			
e.			
f.			
g.	Totals	\$0.00	\$0.00

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27.	Grantee Share	\$ 542,356.00
a.	Securities	
b.	Mortgages	
c.	Appropriations (By Applicant)	
d.	Bonds	
e.	Tax Levies	
f.	Non Cash	
g.	Other (Explain) Airport Reserves	
h.	TOTAL - Grantee share	
28.	Other Shares	
a.	State	
b.	Other	
c.	Total Other Shares	
29.	TOTAL	\$ 542,356.00

SECTION E - REMARKS**PART IV PROGRAM NARRATIVE (Attach - See Instructions)**

PART IV
PROGRAM NARRATIVE

(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT: Reconstruct Apron; Acquire Sweeper

AIRPORT: Laredo International Airport

1. Objective:

The proposed project will enable the airport to use this area as an active aircraft parking area for the cargo aircraft fleet currently utilizing the airport. The structural capacity of the existing pavement section is inadequate for the current aircraft fleet mix. The average Pavement Condition Index (PCI) for this area is 36.5, which corresponds to a Very Poor rating. Foreign Object Debris (FOD) is a problem in this area, in large part due to the pavement condition and poses a safety concern. The Terminal Apron will be rehabilitated. Spalls and cracks will be repaired and failed panels will be replaced. A regenerative air sweeper will be purchased to clean airfield pavement and reduce FOD. A rubble pile, identified as a hazard in the Wildlife Hazard Management Plan, will be removed.

2. Benefits Anticipated:

The project will provide the following benefits:

- Apron reconstruction will provide apron pavement adequate to support the current aircraft fleet
- Apron reconstruction will provide new pavement that will greatly reduce FOD on pavement that is currently in very poor condition.
- Terminal Apron Rehabilitation will reduce FOD and extend Terminal Apron Life.
- Regenerative air sweeper will allow for FOD reduction and will allow for removal of FOD more quickly.
- Removal of the rubble pile will eliminate a wildlife attractant.

3. Approach: (See approved Scope of Work in final Application)

Design of GA Apron Phase 8 will be based on the aircraft fleet and operations as described in the Airport Master Plan. The pavement section will be 17" PCC over 6" Bituminous Base Course. The design aircraft will be a Taxiway Design Group 5 aircraft to accommodate the majority of the aircraft types expected for these cargo operations. Spalls and cracks in existing terminal apron will be repaired and rubble removed.

4. Geographic Location:

The apron to be reconstructed is located on the east side of the west apron, south of Taxilane E. Terminal Apron rehab areas are located throughout the apron. Panels to be replaced are in the northeast corner of the Terminal Apron. Rubble to be removed is in the northwest corner of the airport.

5. If Applicable, Provide Additional Information:

This project is in conformance with the Airport Master Plan and the Airport Layout Plan. With aircraft traffic rapidly increasing at Laredo International Airport the need for this reconstruction has become vital to providing a safe, efficient environment for aircraft operations. The existing pavement section for the apron is inadequate for the current aircraft fleet with 6" of AC over a 12" CTB and pads constructed of 6" PCC on a 12" CTB as compared to the proposed pavement section of 17" PCC over 6" Bituminous Base Course.

6: Sponsor's Representative: (incl. address & tel. no.)

Mr. Jose Flores, Airport Manager

5210 Bob Bullock Loop

Laredo, TX 78041

Phone Number 956.795.2000

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
PROJECT PLANS AND SPECIFICATIONS

City of Laredo, Texas

Laredo International Airport,
Texas

3-48-0136-077-2014

(Sponsor)

(Airport)

(Project Number)

(Work Description) Reconstruct Apron; Acquire Sweeper

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- | | Yes | No | N/A |
|--|-------------------------------------|--------------------------|--------------------------|
| 8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Laredo, Texas


(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Mr. Jose Flores

(Typed Name of Sponsor's Designated Official Representative)

Airport Manager

(Typed Title of Sponsor's Designated Official Representative)

August 4, 2014

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
SELECTION OF CONSULTANTS**

City of Laredo, Texas

Laredo International Airport,
Texas

3-48-0136-077-2014

(Sponsor)

(Airport)

(Project Number)

Reconstruct Apron; Acquire Sweeper (Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Mandatory contract provisions for grant-assisted contracts have been (will be) included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years.



I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Laredo, Texas

(Name of Sponsor)

Jose L Flores

(Signature of Sponsor's Designated Official Representative)

Mr. Jose Flores

(Typed Name of Sponsor's Designated Official Representative)

Airport Manager

(Typed Title of Sponsor's Designated Official Representative)

August 4, 2014

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
CONSTRUCTION PROJECT FINAL ACCEPTANCE

City of Laredo, Texas

Laredo International Airport,
Texas

3-48-0136-077-2014

(Sponsor)

(Airport)

(Project Number)

(Work Description)

Reconstruct Apron; Acquire Sweeper

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:			
a. Work in progress,			
b. Quality and quantity of materials delivered,			
c. Test locations and results,			
d. Instructions provided the contractor,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Weather conditions,			
f. Equipment use,			
g. Labor requirements,			
h. Safety problems, and			
i. Changes required.			
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Applicable close out financial reports have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Laredo, Texas

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

Mr. Jose Flores

(Typed Name of Sponsor's Designated Official Representative)

Airport Manager

(Typed Title of Sponsor's Designated Official Representative)

August 4, 2014

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
EQUIPMENT/CONSTRUCTION CONTRACTS

City of Laredo, Texas

Laredo International Airport,
Texas

3-48-0136-077-2014

*(Sponsor)**(Airport)**(Project Number)*

(Work Description)

Reconstruct Apron; Acquire Sweeper

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The bid solicitation clearly and accurately describes (will describe):			
a. The current Federal wage rate determination for all construction projects, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. All other requirements of the equipment and/or services to be provided.			
5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,			
b. The contract is to be awarded to other than the lowest responsible bidder,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Life cycle costing is a factor in selecting the lowest responsive bidder,			
d. or			
e. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			

	Yes	No	N/A
6. All contracts exceeding \$100,000 require (will require) the following provisions:			
a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7. All construction contracts contain (will contain) provisions for:			
a. Compliance with the Copeland "Anti-Kick Back" Act, and			
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. All construction contracts exceeding \$2,000 contain (will contain) the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding \$10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Appropriate checks have been (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Laredo, Texas


(Name of Sponsor)
(Signature of Sponsor's Designated Official Representative)

Mr. Jose Flores

(Typed Name of Sponsor's Designated Official Representative)

Airport Manager

(Typed Title of Sponsor's Designated Official Representative)

August 4, 2014

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
DRUG-FREE WORKPLACE

City of Laredo, Texas

Laredo International Airport,
Texas

3-48-0136-077-2014

(Sponsor)

(Airport)

(Project Number)

Work Description:

Reconstruct Apron; Acquire Sweeper

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

City of Laredo, Texas


(Name of Sponsor)
(Signature of Sponsor's Designated Official Representative)

Mr. Jose Flores
(Typed Name of Sponsor's Designated Official Representative)

Airport Manager
(Typed Title of Sponsor's Designated Official Representative)

August 4, 2014
(Date)



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 3/20/2014

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

150/5200-19A	
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
AC 150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

ADVISORY CIRCULAR	TITLE
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength – PCN (Draft approved for use)
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 -- Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 -- Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 -- Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal.

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request: and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(c) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 3/20/2014 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Final Reading of Ordinances

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Ronnie Acosta, CD Director

SUBJECT

2014-O-105 Declaring the public necessity and ordering the paving with supplemental improvements to Mauro Sandoval Drive, formerly McDonald Road, upon its dedication to the City of Laredo; approving the street paving assessment roll and project cost estimate as prepared by City staff and imposing a lien against the property and personal liability and charge against the property owner upon completion and final acceptance of the project improvements, as amended.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

This item was introduced at City Council on August 18, 2014.

BACKGROUND

The property owners along Mauro Sandoval Drive, formerly McDonald Road are in need of a paved street and public utilities for public health and safety reasons and have requested assistance and guidance from the City of Laredo. The City of Laredo finds that it is a public necessity to order the paving of the road.

The road is currently unplatted, and requires public dedication for improvements including public utilities to be provided.

The property owners of record have been informed through several meetings and public notices about the project improvements being considered which include platting, paving, water and sewer connections, drainage, curb and gutter and sidewalks. The total estimated project cost in the amount of \$302,800.00 would be assessment to the abutting property owners per linear front foot of their abutting property. Additionally, the property owners would be required to dedicate the road and utility easements to the City of Laredo for public access and improvement.

For existing property owners with platted lots the estimated assessment cost per front foot is \$152.31. For those property owners with unplatted property, the estimated assessment cost per linear front foot is \$397.28. Costs would be assessed through a property lien and personal liability and charge after the improvements have been completed at a rate of 4% interest amortized over a 5 year period. Homestead

assessments will be charged at a 4% interest rate amortized over a 10 year period with no penalties for early retirement of debt for any property owners assessed.

COMMITTEE RECOMMENDATION

Recommends passage of the ordinance.

STAFF RECOMMENDATION

Staff recommends passage of the ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The total estimated project cost in the amount of \$302,800.00 would be assessed to the abutting property owners per linear front foot of their abutting property.

Attachments

2014O105

Exhibit

ORDINANCE 2014-O-105

Declaring the public necessity and ordering the paving with supplemental improvements to Mauro Sandoval Drive, formerly McDonald Road, upon its dedication to the City of Laredo; approving the street paving assessment roll and project cost estimate as prepared by City staff and imposing a lien against the property and personal liability and charge against the property owner upon completion and final acceptance of the project improvements, as amended.

WHEREAS, the City of Laredo declares that for public health and safety reasons permanent street improvements for Mauro Sandoval Drive are needed; and,

WHEREAS, said Mauro Sandoval Drive is currently unplatted, and requires public dedication by the abutting property owners; and,

WHEREAS, City staff has developed a project cost estimate and linear front foot assessment for each abutting property owner as herein depicted in attached Exhibit "A"; and,

WHEREAS, said assessment will be imposed as a lien on the property and a personal liability and charge against the owners. The lien on the property is superior to any other lien or claim except a lien or claim for ad valorem taxes. All liens will be charged at a 4% interest rate and amortized over a 5 year period. Those property owners with homestead exemptions will be personally liable unless otherwise agreed for the assessment made in connection with their property at the same 4% rate of interest, amortized over 10 years. There will be no penalties imposed for early retirement of the debt and the said assessment will not be imposed until completion of the project and final acceptance of the project improvements by the City Council; and

WHEREAS, the City of Laredo under the authority of the Texas Transportation Code per Chapter 313, et seq. can initiate the paving assessment project under certain State guidelines and with City Council approval.

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

1. City Council finds that it is in the public interest to order the paving improvements of Mauro Sandoval Drive, formerly McDonald Road, due to public health and safety reasons.

2. That the City approves the dedication of the road and accompanying easements for improvement purposes.
3. That the project cost estimate and street paving assessment roll which is herein attached as Exhibit "A" and incorporated herein as reference, be hereby approved, adopted and ratified.
4. That upon completion and final acceptance of the project by the City, the assessments will be imposed as a lien on the property superior to all liens except for ad valorem taxes, and a personal liability and charge against the owners. All liens will be charged at a 4% interest rate and amortized over a 5 year period. Those property owners with homestead exemptions will be personally liable unless otherwise agreed for the assessment made in connection with their property at the same 4% rate of interest, amortized over 10 years. There will be no penalties imposed for early retirement of the debt and the said assessment will not be imposed until completion of the project and final acceptance of the project improvements by the City Council.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE
____ DAY OF _____, 2014

RAUL G. SALINAS
Mayor

ATTEST:

GUSTAVO GUEVARA, JR.
City Secretary

APPROVED AS TO FORM:

RAUL CASSO
City Attorney

McDonald Road Paving
Project Estimate and Assessment per Lot

Parcel ID	Owner/Address	Linear ft./Frontage	Project unit cost	Assessment Total
Lot 2 - Acosta/Lopez	Ana L. Acosta/Alicia Lopez 203 County Rd. 743 Yancey, TX. 78886 167 Horizon Lp., Ldo. TX. 78046	60.29	397.28	\$ 23,952.01
Lot 3- Garcia	Maria G. Garcia 346 Alicante, Ldo. TX 78046	60.07	397.28	\$ 23,864.61
Lot 4- Marquez	Arnulfo Marquez Jr. 211 Camelia Dr., Ldo., TX 78041	58.58	397.28	\$ 23,272.66
Lot 5 - Gomez	Javier & Diana Gomez 1021 Trent, Ldo. TX. 78046	59.08	397.28	\$ 23,471.30
Lot 6 & 7 - Gutierrez	Jorge Gutierrez 1307 Coahuila Lp., Ldo. TX. 78045	121.34	397.28	\$ 48,205.96
Lot 8 - Gomez	Javier & Diana Gomez 1021 Trent, Ldo. TX. 78046	51.17	397.28	\$ 20,328.82
Lot 9 - Neira	Javier Neira 704 Eaton Ln., Ldo, TX. 78041	137.9	397.28	\$ 54,784.91
Lot 10 - Hernandez	Martha V. Hernandez 521 Zuni, Ldo., TX. 78046	61.05	397.28	\$ 24,253.94
Lot 11 - Escamilla ** Homestead exemption	Gabriel Escamilla 217 McDonald, Ldo., TX 78043	60.79	397.28	\$ 24,150.65
Platted parcels		Linear ft./Frontage	Adjusted unit cost	Assessment Total
Lot 1 , Block 1 Limon Subdivision / Falk	Esther Falk 705 Eaton Ln., Ldo., TX. 78041	60.98	152.31	\$ 9,287.86
Lot 3 , Block 1 Loop 20 Hwy 359 Commercial Plaza/ Gonzalez	3 B Estates LTD. C/O Gonzalez Auto Parts 4420 San Bernardo Ave. Ldo., TX. 78041	178.77	152.31	\$ 27,228.46

Project Expenditures

Engineering Fee	\$ 75,800.00
Paving	\$ 100,000.00
Water/Sewer	\$ 120,000.00
Testing	\$ 5,000.00
Traffic	\$ 2,000.00
Total Project Fees	\$ 302,800.00

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Carlos Villarreal, City Manager

Staff Source: Cynthia Collazo, Deputy City Manager

SUBJECT

2014-R-92 Authorizing the City Manager to execute an Economic Development Agreement between the City of Laredo and the El Portal Center, L.L.C., (EPC), an Illinois Limited Liability Company. The term of the agreement will be for ten (10) years. EPC will invest \$80 million dollars in two phases: Phase I will be for the development of an approximately 335,000 square foot retail outlet mall located at 1600 Water Street adjacent to International Bridge I, with accommodations for approximately eighty (80) tenants; Phase II will develop an additional 100,000 square foot building to house an additional twenty-five tenants. The project will create approximately 1,200 permanent jobs, 1,000 construction jobs and 1,600 seasonal jobs. In support of the investment by EPC and the anticipated revitalization of the downtown area for the benefit of the citizens of the City of Laredo, the City will provide the following economic incentives as part its economic development program in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code as set out in Exhibit "A" attached hereto and incorporated herein by reference.

1. Phase I: The grant of a quarterly disbursement to EPC equal to 100% of the City's one percent (1%) Sales and Use Tax Revenues generated by and attributable solely to EPC's sales at the Outlet Shoppes. The grant shall not exceed one million two hundred fifty thousand dollars (\$1,250,000) during any calendar year with a maximum cumulative amount of twelve million five hundred thousand dollars \$12,500,000 for the ten (10) year term. Construction of Phase I shall be completed on or before December 31, 2018;
2. Phase II: The grant of a quarterly disbursement to EPC equal to 100% of the City's one percent (1%) Sales and Use Tax Revenues generated by and attributable solely to EPC's sales at the Outlet Shoppes. The grant shall not exceed three hundred eighty seven thousand five hundred dollars (\$387,500) during any calendar year with a maximum cumulative amount of three million eight hundred seventy five thousand dollars (\$3,875,000) for the entire term. Construction of Phase II shall commence within eight (8) years following the completion of Phase I;
3. The City agrees to sell and/or convey through an Independent Foundation four (4) lots located within the existing River Drive Mall shopping center and a lot on

Zaragoza Street in the same immediate vicinity;

4. The City agrees to modify the existing Santa Ursula Ramp structure to allow for ingress and egress (two-way traffic) from the Project including traffic signage;
5. The City agrees to abandon and convey to EPC, the 100 block of Juarez Avenue between Zaragoza and Water Streets for use as part of the development of the Project;
6. Lease parking lots adjacent to the project encompassing 1,482 parking spaces for an initial term of twenty-five (25) years at one dollar (\$1.00) per year, with two (2) additional terms of twenty-five (25) years as follows:
 - a. 380 spaces on Block X & Y on lot south of River Road between Main Ave. and Santa Maria Ave.;
 - b. 255 spaces on Block 08 & 08-A south of EPC Development;
 - c. 410 spaces on Block 08 - B & Block Z adjacent and south of the City's El Portal Administration Building;
 - d. 161 spaces on Block L south of hotel between Main and Santa Cleotilde Ave., unplatted;
 - e. 138 spaces on Block 394 between Santa Cleotilde and Santa Rita (City will provide the labor and EPC will provide the materials);
 - f. 138 parking spaces on Block 401 between Santa Cleotilde and Santa Rita (City will provide the labor and EPC will provide the paving materials); and,
 - g. Lighting will also be provided to both Blocks 394 and 401 similar to the lighting in the adjacent parking lots.
7. Provide Off-site Landscaping, Irrigation and street improvements to enhance and promote the development within the project area;
8. Allow the use of the following City parking lots described below:

25 metered parking spaces located in Block # 6 bordered by Grant St., Santa Maria Ave., Juarez Ave., and Zaragoza St.;

43 parking spaces located in Block # 53 bordered by Iturbide St., Grant St., Santa Maria Ave., and Davis Ave.; and,

99 parking spaces located on Block #162 bordered by Grant St., Santa Maria Ave., Zaragoza St., and Davis Ave.

9. Granting a license to allow for the portions of the project to encroach on adjacent City rights-of-way to clear a height of six (6) feet and eight (8) inches above the sidewalk surfaces and/or in accordance with ADA Standards;
10. Provide for a pylon signage grant in the amount up to fifty (50%) of the actual cost of the “jumbo-tron” type LED illuminated sign;
11. Waiver of City permit fees to include: demolition, building, electrical, plumbing, mechanical permits, the Plan review and Fire review;
12. City will replace and install a 12” water and a 8” wastewater line around the project development and the City will provide a fire protection system including a 24” water transmission main from the Jefferson Water Treatment Plant to be supported conditioned on EPC providing a Letter of Credit and the Corporate Guarantee guaranteeing the repayment of the costs of the improvements in the event of early termination of the Agreement or in the event that EPC fails to timely cause the Commencement and/or Completion of Construction of Phase I;
13. City and EPC agree to share 50/50 of the cost of construction for the widening of the 200 block of Salinas Street between Zaragoza and Grant Streets for a 24’ pavement width back of curb to back of curb to accommodate two (2) way traffic provided that EPC will work with the UETA building owner to modify the entrance; and,
14. The City and EPC agree to share 50/50 of the cost of the improvements of Section A, B, and C of the offsite parking fields identified in Exhibit B to include paving, landscaping, irrigation, lighting, resurfacing, striping, and curbing.

PREVIOUS COUNCIL ACTION

City Council approved Motion on July 15, 2013 authorizing the City Manager to enter into negotiations with Horizon Group Properties, Inc. (HGP), for the redevelopment of the existing retail, El Portal Center.

BACKGROUND

The City of Laredo has been negotiating with the Horizon Group for the Outlet Shoppes of Laredo since 2002. The City acquired nine (9) parcels of land for the initial development for the proposed shoppes. Additionally, the City constructed a ramp along Santa Ursula Avenue to facilitate access to the shoppes. Due to the peso devaluation and the instability of the Mexican buying power, the businesses that had declared their intent to establish stores in Laredo decided to forego the investment. Horizon Group, Inc. thereafter placed their development on hold.

In April 2012, the Horizon Group also known as El Portal Center L.L.C., an Illinois Limited Liability Company (EPC) determined that the market conditions were once again

viable to commence the discussions once again for the development and construction of the Outlet Shoppes. They have now decided to proceed with the construction of the Outlet Shoppes and they have been working diligently to obtain leases with retail tenants. The project will be located at the current building formally known as the River Drive Mall, a seven (7) acre tract located at 1600 Water Street. The proposed project will consist of approximately 335,000 square feet of building space to house approximately eighty (80) retail tenants in Phase I with an additional 100,000 square feet of building space known as Phase II to house another twenty five (25) retail tenants.

The current building will be demolished completely to make room for a three (3) story structure. The demo is planned for the Spring of 2015 with construction to follow and a planned opening of the Outlet Shoppes no later than December 31, 2018.

EPC proposes to generate approximately 1,000 jobs during construction, 1,200 permanent positions and approximately 1,600 seasonal jobs. The project is expected to generate additional economic investment in the downtown area and in the City, create additional jobs, an increase in sales tax and will be a catalyst for additional hotel/motel room nights.

In support of the approximate eighty million dollar (\$80,000,000) investment, EPC is requesting the City to provide economic incentives to include: sales tax reimbursements, conveyance of five (5) parcels of land, the closure of the 100 block of Juarez Avenue, a 50% share of a pylon signage grant for a jumbo-tron LED sign, lease of adjacent City parking lots, cost sharing on City parking lot improvements, offsite street improvements, landscaping and irrigation improvements in the project area, use of existing parking lots areas, issuance of a license to encroach on City right of way for sidewalks, benches and other improvements, cost sharing the widening of the 200 block of Salinas Avenue, waiver of City permits fees, and the installation of water and sewer improvements including a fire protection system to service the project.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of this Resolution.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Said projects will be funded by various funds included but not limited to: Capital Improvement Fund, Hotel/Motel and various CO's.

Attachments

2014-R-92

Exhibit A

RESOLUTION NO. 2014-R-92

AUTHORIZING THE CITY MANAGER TO EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND THE EL PORTAL CENTER, L.L.C., (EPC), AN ILLINOIS LIMITED LIABILITY COMPANY. THE TERM OF THE AGREEMENT WILL BE FOR TEN (10) YEARS. EPC WILL INVEST \$80 MILLION DOLLARS IN TWO PHASES: PHASE I WILL BE FOR THE DEVELOPMENT OF AN APPROXIMATELY 335,000 SQUARE FOOT RETAIL OUTLET MALL LOCATED AT 1600 WATER STREET ADJACENT TO INTERNATIONAL BRIDGE I, WITH ACCOMMODATIONS FOR APPROXIMATELY EIGHTY (80) TENANTS; PHASE II WILL DEVELOP AN ADDITIONAL 100,000 SQUARE FOOT BUILDING TO HOUSE AN ADDITIONAL TWENTY-FIVE TENANTS. THE PROJECT WILL CREATE APPROXIMATELY 1,200 PERMANENT JOBS, 1,000 CONSTRUCTION JOBS AND 1,600 SEASONAL JOBS. IN SUPPORT OF THE INVESTMENT BY EPC AND THE ANTICIPATED REVITALIZATION OF THE DOWNTOWN AREA FOR THE BENEFIT OF THE CITIZENS OF THE CITY OF LAREDO, THE CITY WILL PROVIDE THE FOLLOWING ECONOMIC INCENTIVES AS PART ITS ECONOMIC DEVELOPMENT PROGRAM IN ACCORDANCE WITH ARTICLE III, SECTION 52-A OF THE TEXAS CONSTITUTION AND CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE AS SET OUT IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

WHEREAS, EPC owns approximately seven (7) acres of property located at 1600 Water Street in the City; and,

WHEREAS, EPC proposes to redevelop the existing retail center located on the Property into a retail outlet shopping mall, and (ii) operate and maintain the redeveloped retail outlet shopping mall along with associated infrastructure; and,

WHEREAS, EPC desires to construct the retail outlet shopping mall in two (s) phases; and,

WHEREAS, EPC agrees to construct the first phase of the retail outlet shopping mall, expected to consist of approximately 335,000 square feet, of net leasable space to be occupied by approximately 80 retail tenants; and,

WHEREAS, EPC also expects to construct additional retail space, as a second phase to the retail outlet shopping mall, which is expected to contain approximately 100,000 additional square feet of leasable space to be occupied by approximately twenty five (25) retail tenants; and,

WHEREAS, the project will generate approximately 1,000 jobs during construction and 1,200 new permanent employment positions in the City, and approximately 1,600 seasonal jobs once the Project is opened; and,

WHEREAS, EPC has requested that the City provide economic development grants to provide funding to offset development costs and thereby facilitate the achievement of City economic development goals; and,

WHEREAS, the City desires to enter into this Agreement in order to maintain and/or enhance the business, commercial and/or industrial economic and employment base of the City to the long-term interest and benefit of the City and in accordance with Chapter 380 of the Texas Local Government Code (“Chapter 380); and,

WHEREAS, the City desires to encourage business expansions within the City that will add to the property tax base and generate additional sales taxes and other revenues for the City; and,

WHEREAS, the promotion of the expansion of businesses within the City will promote economic development, stimulate commercial activities, create additional jobs and generate additional sales taxes, and enhance the property tax base and economic vitality of the City; and,

WHEREAS, the City is authorized by the Texas Constitution, Article IOII, §52-a, and Texas Local Government Code, Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and,

WHEREAS, The City, as part of its economic development program is willing to extend economic incentives to EPC in support of the Project as set for the in the attached Exhibit “A” which is incorporated herein as if fully set forth at length,

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

Section 1. It hereby authorizes and approves the Economic Development Performance and Program Grant Agreement between the City of Laredo, Texas and El Portal Center L.L.C.

Section 2. It hereby authorizes the City Manager to execute all related documents.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 2nd DAY OF SEPTEMBER, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.

CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

EXHIBIT "A"

1. Phase I: The grant of a quarterly disbursement to EPC equal to 100% of the City's one percent (1%) Sales and Use Tax Revenues generated by and attributable solely to EPC's sales at the Outlet Shoppes. The grant shall not exceed one million two hundred fifty thousand dollars (\$1,250,000) during any calendar year with a maximum cumulative amount of twelve million five hundred thousand dollars \$12,500,000 for the ten (10) year term. Construction of Phase I shall be completed on or before December 31, 2018;
2. Phase II: The grant of a quarterly disbursement to EPC equal to 100% of the City's one percent (1%) Sales and Use Tax Revenues generated by and attributable solely to EPC's sales at the Outlet Shoppes. The grant shall not exceed three hundred eighty seven thousand five hundred dollars (\$387,500) during any calendar year with a maximum cumulative amount of three million eight hundred seventy five thousand dollars (\$3,875,000) for the entire term. Construction of Phase II shall commence within eight (8) years following the completion of Phase I;
3. The City agrees to sell and/or convey through an Independent Foundation four (4) lots located within the existing River Drive Mall shopping center and a lot on Zaragoza Street in the same immediate vicinity;
4. The City agrees to modify the existing Santa Ursula Ramp structure to allow for ingress and egress (two-way traffic) from the Project including traffic signage;
5. The City agrees to abandon and convey to EPC, the 100 block of Juarez Avenue between Zaragoza and Water Streets for use as part of the development of the Project;
6. Lease parking lots adjacent to the project encompassing 1,482 parking spaces for an initial term of twenty-five (25) years at one dollar (\$1.00) per year, with two (2) additional terms of twenty-five (25) years as follows:
 - a. 380 spaces on Block X & Y on lot south of River Road between Main Ave. and Santa Maria Ave.;
 - b. 255 spaces on Block 08 & 08-A south of EPC Development;
 - c. 410 spaces on Block 08 - B & Block Z adjacent and south of the City's El Portal Administration Building;
 - d. 161 spaces on Block L south of hotel between Main and Santa Cleotilde Ave., unplatted;
 - e. 138 spaces on Block 394 between Santa Cleotilde and Santa Rita (City will

provide the labor and EPC will provide the materials);

f. 138 parking spaces on Block 401 between Santa Cleotilde and Santa Rita (City will provide the labor and EPC will provide the paving materials); and,

g. Lighting will also be provided to both Blocks 394 and 401 similar to the lighting in the adjacent parking lots.

7. Provide Off-site Landscaping, Irrigation and street improvements to enhance and promote the development within the project area;

8. Allow the use of the following City parking lots described below:

25 metered parking spaces located in Block # 6 bordered by Grant St., Santa Maria Ave., Juarez Ave., and Zaragoza St.;

43 parking spaces located in Block # 53 bordered by Iturbide St., Grant St., Santa Maria Ave., and Davis Ave.; and,

99 parking spaces located on Block #162 bordered by Grant St., Santa Maria Ave., Zaragoza St., and Davis Ave.

9. Granting a license to allow for the portions of the project to encroach on adjacent City rights-of-way to clear a height of six (6) feet and eight (8) inches above the sidewalk surfaces and/or in accordance with ADA Standards;

10. Provide for a pylon signage grant in the amount up to fifty (50%) of the actual cost of the “jumbo-tron” type LED illuminated sign;

11. Waiver of City permit fees to include: demolition, building, electrical, plumbing, mechanical permits, the Plan review and Fire review;

12. City will replace and install a 12” water and a 8” wastewater line around the project development and the City will provide a fire protection system including a 24” water transmission main from the Jefferson Water Treatment Plant to be supported conditioned on EPC providing a Letter of Credit and the Corporate Guarantee guaranteeing the repayment of the costs of the improvements in the event of early termination of the Agreement or in the event that EPC fails to timely cause the Commencement and/or Completion of Construction of Phase I;

13. City and EPC agree to share 50/50 of the cost of construction for the widening of the 200 block of Salinas Street between Zaragoza and Grant Streets for a 24’ pavement width back of curb to back of curb to accommodate two (2) way traffic provided that EPC will work with the UETA building owner to modify the entrance; and,

14. The City and EPC agree to share 50/50 of the cost of the improvements of Section A, B, and C of the offsite parking fields identified in Exhibit B to include paving, landscaping, irrigation, lighting, resurfacing, striping, and curbing.

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Carlos Villarreal, City Manager

Staff Source: Nathan Bratton, Planning Director

SUBJECT

Approving the request of United Independent School District (UISD) to approve the issuance of building permits, electrical permits or permits for other construction related services to United Independent School District for the Cielito Lindo school site which has received final plat approval by the Planning & Zoning Commission but the plat has not been recorded and authorizing the recording of any said plats once any public improvements have been constructed as per the approved plat and plans and accepted by the City of Laredo pursuant to the Laredo Subdivision Ordinance, Section 4-2. H. 6.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

This is to allow United Independent School District (UISD) to proceed with the construction of their various school projects without the need for a letter of credit.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Approval of this Motion.

Fiscal Impact

Fiscal Year: 2014
Budgeted Y/N?: Y
Source of Funds: Building permits
Account #: 101-0000-312-2031
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Anticipated revenues are \$12,411.72

Attachments

UNITED INDEPENDENT SCHOOL DISTRICT



Board of Trustees

Javier Montemayor, Jr.
President
District 5

Juan Roberto Ramirez
Vice President
District 6

Ricardo "Rick" Rodriguez
Secretary
District 2

Ricardo Molina, Sr.
Parliamentarian
District 1

Pat Campos
Member
District 3

Ramiro Veliz, III
Member
District 4

Judd Gilpin
Member
District 7

Roberto J. Santos
Superintendent

August 25, 2014

VIA ELECTRONIC MAIL: cvillarreal@ci.laredo.tx.us

Mr. Carlos Villarreal, City Manager
City of Laredo
1110 Houston Street, 3rd Floor
Laredo, Texas 78040

Re: *UISD Application for Final Platting of Cielito Lindo Elementary School
No. 27 Site*

Dear Mr. Villarreal:

In accordance with Section 2-4, as amended, of the City of Laredo Subdivision Ordinance Handbook, the United Independent School District ("UISD") requests that in lieu of posting a financial guarantee in order to receive final platting for the Cielito Lindo Elementary School No. 27 Site, UISD would agree that no certificate of occupancy for any building built on the above referenced real property would be granted until all improvements reflected in the final recorded plat are completed. However, UISD would be issued a building permit prior to final plat recording of the plat at issue. The retention of the granting of the certificate of occupancy until all of the improvements reflected on the final recorded plat will serve as security that UISD's obligations will be met. In the event that you are willing to grant UISD a building permit prior to final plat recording of said plat, please indicate such by signing in the space provided below.

Thank you, and please feel free to contact me should you have any questions or concerns.

Very Truly Yours,

Roberto J. Santos
Superintendent

APPROVED:

Carlos Villarreal, City Manager

Date: 8/26/14

Agenda of Regular Meeting

The Board of Trustees United ISD

A Regular meeting of the Board of Trustees of United ISD will be held Wednesday, August 21, 2013, beginning at 6:15 PM in the United ISD - Student Activity Complex, Fine Arts Building, 5208 Santa Claudia Lane, Laredo TX 78043.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

I. Pledge of Allegiance

- A. Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

II. Announcement by the Board President calling this meeting of the United Independent School District to order. Let the record show that a quorum of Board Members is present, that this meeting has been duly called, and that notice of this meeting has been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

III. Public Comments: Comments are limited to three minutes per speaker. The Board Parliamentarian will be the timekeeper and will inform the speaker when they have one (1) remaining minute. 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. Comments must address items listed on the agenda. The presiding officer or designee shall determine whether a person who wishes to address the Board has attempted to solve a matter administratively. If not, the person shall be directed to the appropriate policy, as noted in BED (LOCAL), to seek resolution before bringing the matter to the Board at a subsequent meeting. Pursuant to 551.042 of the Texas Government Code, no Board Member or Administrator may respond to a member of the public, unless such response is a recitation of District policy or a statement of specific factual information. When a speaker comes to the podium, please indicate what agenda item you will be addressing. Furthermore, please refrain from mentioning any employee's name and any complaint about any employee's

duties or responsibilities should be channeled through the appropriate grievance policy.

IV. Superintendent's Report

- A. Update on Citizens Bond Committee
- B. Review of LEGAL Policies in Update 97

V. Consent Agenda Items

- A. Approval of Monthly Disbursements
- B. Approval of Budget Amendments
- C. Approval of Resolution to Commit Portions of the General Fund unassigned Fund Balance
- D. Approval of Tax Refunds
- E. Submission of Appraisal Roll to the Governing Body
- F. Approval of Awarding Bids, Proposals and Qualifications
- G. Approve of Rescission of Board Action of June 19, 2013, with respect to RFP 006-2013 Micrographic Services
- H. Approval of Sale of Salvage Equipment
- I. Approval of Interlocal Agreement and Memorandum of Understanding between Webb County Juvenile Board and United ISD for the 2013-2014 School Year
- J. Approval of Board Travel for the Month of September 2013
- K. Approval of Requests from Board Members in re: Use of Board of Trustees Discretionary Funds for Various Projects/Campuses

L. Application for Expedited State Waiver for Accelerated Instruction for the 2013-2014 School Year

M. Approval of Additional PDAS Appraisers for the 2013-2014 School Year

N. First Reading of LOCAL Policies in TASB Update 97

VI. Items for Individual Consideration

A. Board Minutes for the Month of July 2013

B. Approval of Donations

C. Approval to Adopt Official Budget for the 2013-2014 Fiscal Year

D. Approval to Adopt Resolution for the 2013 Tax Rate

E. Order Calling a Bond Election; providing for the Conduct and the Giving of Notice of said Election; and resolving other matters related thereto

F. Approval to Contract with the Webb County Elections Administrator to conduct the November 5, 2013 Bond Election

G. PUBLIC HEARING: Pursuant to Section 28.002 of the Texas Education Code, the Board shall provide an opportunity to members of the public and district employees to comment regarding agenda items VI.(H), VI (I)

H. Approval of 2013-2014 Professional Development and Curricular Initiatives: Concept-Based and ABYDOS

I. Approval of 2013-2014 Special Education Initiatives for Reading and Math

VII. Closed Session: Board will adjourn into closed session pursuant to the following sections of the Texas Open Meetings Act

A. 551.071 Consultation with Board's Attorney

1. Consider Amendment to Agreement between United ISD, Laredo ISD, Webb Consolidated ISD and Webb County, TX

B. 551.071 Consultation with Board's Attorney

551.072 Discussion of the Purchase, Exchange, Lease or Value of Real Property
Discussion of Proposals for Sale and/or Acquisition of Real Property

1. Discussion regarding the use of an escrow account for an amount equal to the cost of the improvements required in order to plat the street as depicted in the Agreement For Gift, Conveyance and Acquisition executed by and between the United Independent School District and E.G. Ranch Ltd. escrowed with Legend Title Company on or about April 17, 2012 and associated with GF Number 120131 issue by Legend Title Company. The Street and the required improvements are also described in the Joint Development Agreement associated with the same GF Number. If an Escrow Account is used, the funds on deposit in the Escrow Account will be held by the financial institution pursuant to an Escrow Agreement or Deposit Agreement approved by the City of Laredo, the United Independent School District and the financial institution. The Escrow Agreement or Deposit Agreement will provide for the tender of the funds by the financial institution to the City of Laredo in accordance with the Escrow Agreement or Deposit Agreement in the event that the United Independent School District fails to construct the herein improvements. The administrative staff will have the right to negotiate the terms of the Escrow Agreement or Deposit Agreement
2. Discussion regarding either an informal agreement or a written inter-local agreement between the United Independent School District and the City of Laredo pertaining to the approval of the terms of an escrow account agreement applicable to sums to be deposited in escrow as a financial guarantee with respect to improvements required by the City of Laredo as part of the platting process of un-platted property owned by the United Independent School District.

C. 551.074 Discussion of Personnel or to Hear Complaints against Personnel

551.076 Considering the deployment, specific occasions for, or implementation of, security personnel or devices

1. Transportation Dept. Fuel Consumption

2. Status of on-going Audits

VIII. Reconvened from Closed Session, the Board will take appropriate action on items, if necessary, as discussed in Closed Session

- A. Approval of Amendment to Agreement between United ISD, Laredo ISD, Webb Consolidated ISD and Webb County, TX
- B. Discussion regarding the use of a certificate of deposit or the deposit of funds in an escrow account for an amount equal to the cost of providing improvements required in order to plat the street as depicted in the Agreement For Gift, Conveyance and Acquisition executed by and between the United Independent School District and E.G. Ranch Ltd. escrowed with Legend Title Company on or about April 17, 2012 and associated with GF Number 120131 issue by Legend Title Company. The Street and the required improvements are also described in the Joint Development Agreement associated with the same GF Number. If an Escrow Account is used, the funds on deposit in the Escrow Account will be held by the financial institution pursuant to an Escrow Agreement or Deposit Agreement approved by the City of Laredo, the United Independent School District and the financial institution. The Escrow Agreement or Deposit Agreement will provide for the tender of the funds by the financial institution to the City of Laredo in accordance with the Escrow Agreement or Deposit Agreement in the event that the United Independent School District fails to construct the herein improvements. The administrative staff will have the right to negotiate the terms of the Escrow Agreement or Deposit Agreement
- C. Discussion regarding either an informal agreement or a written inter-local agreement between the United Independent School District and the City of Laredo pertaining to the approval of the terms of an escrow account agreement applicable to sums to be deposited in escrow as a financial guarantee with respect to improvements required by the City of Laredo as part of the platting process of unplatted property owned by the United Independent School District.

IX. Adjournment

If, during the course of the meeting covered by this Notice, the Board of Trustees should determine that a closed or executive meeting or session of the Board of Trustees is required, then such closed meeting or session as authorized by the Texas Open Meetings Act, Texas Government Section 551.001 et seq., will be held by the School Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet, in such closed or executive meeting or session concerning any and all purposes permitted by the Act, including, but not limited to the following sections and purposes:

Texas Government Code Section:

- 551.071 Private consultation with the board's attorney*
- 551.072 Discussing purchase, exchange, lease, or value of real property*
- 551.073 Discussing negotiated contracts for prospective gifts or donations*
- 551.074 Discussing personnel or to hear complaints against personnel*
- 551.076 Considering the deployment, specific occasions for, or implementation of, security personnel or devices*
- 551.082 Considering discipline of a public school child, or complaint or charge against school student*
- 551.0821 Discussing matter that reveals personally identifiable information about public school student*
- 551.083 Considering the standards, guidelines, terms or conditions the board will follow, or will instruct its representatives to follow, in consultation with representatives of employee groups*
- 551.084 Excluding witnesses from a hearing.*

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed or executive meeting or session, then the final action, final decision, or final vote shall be either:

- (a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or*
- (b) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.*

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on _____, at

_____.

United Independent School District

Roberto J. Santos, Superintendent



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC Board Minutes for the Month of August 2013

SUBMITTED BY: Delia C. Campos **OF:** Board Secretary

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: September 17, 2013

RECOMMENDATION:

It is recommended that the United ISD Board of Trustees take action to approve Board Meeting minutes:

1. Special Called Meeting – August 13, 2013
2. Public Hearing – August 21, 2013
3. Regular Board Meeting – August 21, 2013

RATIONALE:

State law requires the Board to prepare and keep minutes of its open meeting Govt. Code §551.021. The minutes are public records available for public inspection and copying upon request to the Superintendent or his designee. Govt. Code § 551.022.

BUDGETARY INFORMATION:

No Budget Impact

BOARD POLICY REFERENCE AND COMPLIANCE:

This is in compliance and in accordance with Board Policy BE and BE (LOCAL).

- C. Discussion regarding either an informal agreement or a written inter-local agreement between the United Independent School District and the City of Laredo pertaining to the approval of the terms of an escrow account agreement applicable to sums to be deposited in escrow as a financial guarantee with respect to improvements required by the City of Laredo as part of the platting process of un-platted property owned by the United Independent School District

Authorize administration to enter into an informal agreement or a written inter-local agreement between the United Independent School District and the City of Laredo pertaining to the approval of the terms of an escrow account agreement applicable to sums to be deposited in escrow as a financial guarantee with respect to improvements required by the City of Laredo as part of the platting process of un-platted property owned by the United Independent School District as discussed in closed session.

Motion: So moved

Moved by: Pat Campos

Seconded by: Juan Roberto Ramirez

Discussion:

In Favor: Unanimous

Opposed

IX. Adjournment

There being no further business before the Board, the Regular Meeting of August 21, 2013 was adjourned at 8:20 pm.

Judd Gilpin – President

Ricardo "Rick" Rodriguez – Secretary

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Horacio de Leon

Staff Source: Heberto L. Ramirez

SUBJECT

Authorizing the City Manager to execute a Service Agreement with Motorola Solutions Inc., in the amount of \$154,516.44 for the maintenance agreement of the City of Laredo's 800 MHz Trunked Radio Communications System, as attached hereto. The service agreement provides annual maintenance for the infrastructure equipment, subscriber equipment, and support. Contract service date is from October 1, 2014 to September 30, 2015. Funding is available in the Information Technology Fund.

(Approved by Operations Committee)

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

On October 3, 2005 the City Council executed a contract between the City of Laredo and Motorola, Inc., for the procurement and implementation of a new 800 MHz. Trunked Radio Communications System. This system replaced several VHF and UHF analog radio communications systems used for public safety and public service departments.

The City of Laredo negotiated a ten (10) year maintenance agreement with Motorola as part of the purchase of the radio communications system. There are two (2) years remaining on the ten (10) year maintenance contract which includes a 5% annual escalator.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year: 2014

Budgeted Y/N?: Y

Source of Funds: Operations
Account #: 595-5515-513-5588
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is available in the Information Technology Fund line item 595-5515-513-55-88.

Attachments

CC-Motion Motorola
Motorola Service Agreement

COUNCIL COMMUNICATION

DATE: 9-2-2014	SUBJECT: MOTION Authorizing the City Manager to execute a Service Agreement with Motorola Solutions Inc., in the amount of \$154,516.44 for the maintenance agreement of the City of Laredo's 800 MHz Trunked Radio Communications System, as attached hereto. The service agreement provides annual maintenance for the infrastructure equipment, subscriber equipment, and support. Funding is available in the Information Technology Fund.	
INITIATED BY: Horacio de Leon, Asst. City Manager		STAFF SOURCE: Heberto L. Ramirez, Information Services & Telecommunications Director
PREVIOUS COUNCIL ACTION: N/A		
BACKGROUND: On October 3, 2005 the City Council executed a contract between the City of Laredo and Motorola, Inc. for the procurement and implementation of a new 800 MHz. Trunked Radio Communications System. This system replaced several VHF and UHF analog radio communications systems used for public safety and public service departments. The City of Laredo negotiated a ten (10) year maintenance agreement with Motorola as part of the purchase of the radio communications system. There are two years remaining on the ten year maintenance contract which includes a 5% annual escalator.		
FINANCIAL IMPACT: Funding is available in the Information Technology Fund line item 595-5515-513-55-88.		
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: Staff recommends approval.



SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001009190
Contract Modifier: RN04-MAR-14 16:53:11

Date: 06/23/2014

Company Name:	Laredo, City Of
Attn:	
Billing Address:	Po Box 210
City, State, Zip:	Laredo, TX, 78042
Customer Contact:	
Phone:	

Required P.O.: No
Customer #: 1000630740
Bill to Tag #: 0005
Contract Start Date: 10/01/2014
Contract End Date: 09/30/2015
Anniversary Day: Sep 30th
Payment Cycle: MONTHLY
PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
3	SVC01SVC0032C SVC153AD	NETWORK MONITORING-CTD ASTRO25 REMOTE SITE	\$0.00	\$0.00
1	SVC01SVC1101C SVC051AD	INFRASTRUCTURE REPAIR WITH ADV REPL ASTRO25 MASTER SITE	\$2,597.04	\$31,164.48
1	SVC054AD	ASTRO25 PRIME SITE		
10	SVC055AD	ASTRO25 REMOTE SITE		
1	SVC060AD	ASTRO25 DISPATCH SITE		
30	SVC061AD	ASTRO25 STATIONS		
5	SVC062AD	ASTRO25 OPERATOR POSITIONS		
	SVC01SVC1102C	DISPATCH SERVICE	\$465.64	\$5,587.68
1	SVC076AD	ASTRO25 MASTER SITE		
1	SVC078AD	ASTRO25 PRIME SITE		
6	SVC079AD	ASTRO25 REMOTE SITE		
1	SVC084AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1103C	NETWORK MONITORING	\$1,047.87	\$12,574.44
1	SVC041AD	ASTRO25 MASTER SITE		
1	SVC043AD	ASTRO25 PRIME SITE		
6	SVC044AD	ASTRO25 REMOTE SITE		
2	SVC160AD	ASTRO25 MOSCAD RTU		
	SVC01SVC1104C	TECHNICAL SUPPORT	\$2,186.57	\$26,238.84
1	SVC032AD	ASTRO25 MASTER SITE		
1	SVC034AD	ASTRO25 PRIME SITE		
3	SVC035AD	ASTRO25 REMOTE SITE		
1	SVC040AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1105C	CUSTOMER TECHNICIAN DISPATCH	\$0.00	\$0.00
3	SVC132AD	ASTRO25 REMOTE SITE		
	SVC01SVC1405C	NETWORK PREVENTATIVE MAINTENANCE A	\$515.52	\$6,186.24
1	SVC118AD	ASTRO25 MASTER SITE		
1	SVC120AD	ASTRO25 PRIME SITE		
3	SVC121AD	ASTRO25 REMOTE SITE		

1	SVC126AD	ASTRO25 DISPATCH SITE		
30	SVC127AD	ASTRO25 STATIONS		
5	SVC128AD	ASTRO25 OPERATOR POSITIONS		
	SVC01SVC1410C	ONSITE INFRASTRUCTURE	\$6,063.73	\$72,764.76
		RESPONSE-STANDARD		
1	SVC085AD	ASTRO25 MASTER SITE		
1	SVC087AD	ASTRO25 PRIME SITE		
7	SVC088AD	ASTRO25 REMOTE SITE		
1	SVC093AD	ASTRO25 DISPATCH SITE		
30	SVC094AD	ASTRO25 STATIONS		
5	SVC095AD	ASTRO25 OPERATOR POSITIONS		

SPECIAL INSTRUCTIONS - ATTACH
STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services \$12,876.37 \$154,516.44

Subtotal - One-Time Event
Services \$.00 \$.00

Total \$12,876.37 \$154,516.44

Taxes - -

Grand Total \$12,876.37 \$154,516.44

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING
JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Reference the Motorola Customer Support Plan attached for the City of Laredo for a description of the services provided on this maintenance agreement. This Customer Support Plan that is attached for the City of Laredo 800 MHz Astro P25 system which consists of the following sites: Laredo PD Master, Laredo PD Dispatch Center, Time Warner Site, Pinnacle Site and South Site. If there are any conflicts between the services described in the Customer Support Plan, which is attached, and the Terms and Conditions of this service agreement, the Customer Support Plan takes precedence. This agreement covers 5 operator positions, 4 RTUs and 30 stations total currently. This contract also includes radio repair until 6/30/2016 on all radios that were purchased as part of the original Astro 7.0 system sale, and only pertains to the original internal contract S00001011515. This service agreement incorporates the Motorola Customer Support Plan, and is attached. This contract is for 2 years, starting October 1, 2014 and ends September 30, 2016.

Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBUR G	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBUR G	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBUR G	IL
RZ COMMUNICATIONS - LAREDO INC	Laredo	TX
RZ COMMUNICATIONS - LAREDO INC	Laredo	TX
RZ COMMUNICATIONS - LAREDO INC	Laredo	TX

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

CITY MANAGER

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CARLOS R. VILLARREAL

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

NICK CASSIOPPI

512-427-7229

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name: Laredo, City Of

Contract Number: S00001009190

Contract Modifier: RN04-MAR-14 16:53:11

Contract Start Date: 10/01/2014

Contract End Date: 09/30/2015

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Horacio A. de Leon, Jr., Asst. City Manager; Nathan R. Bratton, Planning Director

SUBJECT

Adopting a schedule of hearing and proceedings for voluntary and unilateral annexations for calendar year 2014, in accordance with Section 43.052 of the Texas Local Government Code. **(Approved by Operations Committee)**

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Proposed annexation schedule 2014B:

September 8, 2014 Application submittal deadline for requests for voluntary annexations.

September 15, 2014 Council authorization to draft annexation agreement and service plan for submitted annexation requests.

October 20, 2014 First public hearing before City Council on proposed annexations. (Noticed by publication on October 5th; not less than ten or more than twenty days before the hearing.)

October 27, 2014 SPECIAL MEETING

Second public hearing before City Council on proposed annexations.

(Noticed by publication on October 12th; not less than ten or more than twenty days before the hearing.)

November 6, 2014 Planning and Zoning Commission review of proposed annexations and proposed zoning designations.

November 17, 2014 Introduction of an ordinance instituting annexation proceedings and adopting a service plan for the areas to be annexed. (Not more than forty nor less than twenty days from the date of public hearings. Proposed effective date of annexation December 31, 2014.)

December 1, 2014 Final reading of annexation ordinance/s.

December 31, 2014 Proposed effective date of annexation

Annexation proceedings must be concluded within 90 days of November 17, 2014 (Section 43.064 Texas Local Government Code).

COMMITTEE RECOMMENDATION

None at this time. Will go to Planning and Zoning Commission on November 6, 2014.

STAFF RECOMMENDATION

Staff recommends approval of the schedule of hearings and proceedings.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The financial implication of all proposed annexations will be outlined through an *Annexation Feasibility Analysis*.

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Carlos Villarreal, City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer; Jose L. Flores, Airport Manager

SUBJECT

Consideration for approval of Amendment No. 2, an increase of \$257,997.00 to the professional services with Lockwood, Andrews & Newnam, Inc., Dallas, Texas, to provide construction administration, full time Resident Project Representative (RPR) Services and construction materials testing services for the Laredo International Airport General Aviation Apron Reconstruction Phase 8. Current contract amount with this amendment is \$577,176.00. Funding will be available in the Airport Construction Fund-FAA Grant No. 77; contingent upon approval of Final Reading of Ordinance 2014-O-104. **(Approved by Operations Committee)**

PREVIOUS COUNCIL ACTION

On October 21, 2013, City Council approved a professional services contract to Lockwood, Andrews & Newnam, Inc., Dallas, Texas, for an amount not to exceed \$272,456.00 for design and preparation of plans and specifications for the Laredo International Airport General Aviation Apron Reconstruction Phases 8 and 9.

BACKGROUND

The general aviation apron reconstruction phase 8 is approximately 45,000 square yards of pavement to be reconstructed. The new pavement will meet the requirements of FAA AC 150/5320-6E. It is anticipated that the pavement section will consist of approximately seventeen inches of Portland cement concrete pavement on 6 inches of stabilized base on compacted subgrade. Pavement elevations will match existing elevations along the perimeter of removal. Pavement grades within the interior of the area will be adjusted slightly to eliminate high and low spots in the pavement surface. The project will be phased to minimize the impact on the cargo operations to the greatest extent possible. Phasing will also be required to maintain access to and from the area south of the project site.

The project also includes:

- *Removal of debris from a location at the north end of the Airport, west of Runway 17R
- *Implementation of a solution to eliminate the openings (allowing access to the AOA) in the drainage structures along Airpark Drive,
- *Repair of openings in fence identified in the Wildlife Hazard Management Plan that were not repaired under previous projects.

This amendment no. 2 is to provide construction administration, full time resident project

representative (RPR) Services and construction materials testing services.

Original contract amount (Approved by City Council on October 21, 2013)	\$272,456.00
Amendment No. 1 (Approved by City Manager on December 11, 2013) For design, preparation of plans and specifications and bidding phase for the Laredo International Airport Terminal Apron Joint Rehabilitation and Panel Replacement.	\$46,723.00
This amendment No. 2	\$257,997.00
Current contract amount	\$577,176.00

COMMITTEE RECOMMENDATION

The Airport Advisory Board considered this item and recommended approval.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year: 2014
Budgeted Y/N?: Yes
Source of Funds: FAA Grant No. 77
Account #: 433-3670-585-9301
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the Airport Construction Fund - FAA Grant No. 77.
Account No. 433-3670-585-9301

Attachments

Amendment No. 2 and Site Map

CITY OF LAREDO ENGINEERING DEPARTMENT

Amendment No. 2

Date: August 18, 2014

Agenda Item: September 2, 2014

**Project: Laredo International Airport General Aviation Apron Reconstruction
Phases 8 and 9**

**Consultant: Lockwood, Andrews & Newnam, Inc.
8350 North Central Expressway, Suite 1400
Dallas, Texas 75206
Phone: (214)522-8778 Fax: (214)526-4433**

You are hereby requested to comply with the following changes from the original contract approved by City Council on October 21, 2013. The Consultant is also hereby advised that this Amendment No. 2 hereby made a part of the original contract and that all conditions and scope of services, and other obligations under the original contract apply thereunto.

This amendment no. 2 is to provide construction administration, full time resident project representative (RPR) services and construction materials testing service.

Original contract amount.....	\$272,456.00
(Awarded by City Council on October 21, 2013)	
Amendment no. 1.....	\$46,723.00
(Approved by City Manager on December 11, 2013)	
For design, preparation of plans and specifications and	
bidding phase for the Laredo International Airport	
Terminal Apron Joint Rehabilitation and Panel Replacement.	
This amendment no. 2.....	<u>\$257,997.00</u>
Current contract amount.....	<u>\$577,176.00</u>

Recommended by:

Accepted by:

Rogelio Rivera, P.E.,
City Engineer

Date: _____

Lockwood, Andrews & Newnam,
Inc.

Date: _____

Approved by:

ATTEST:

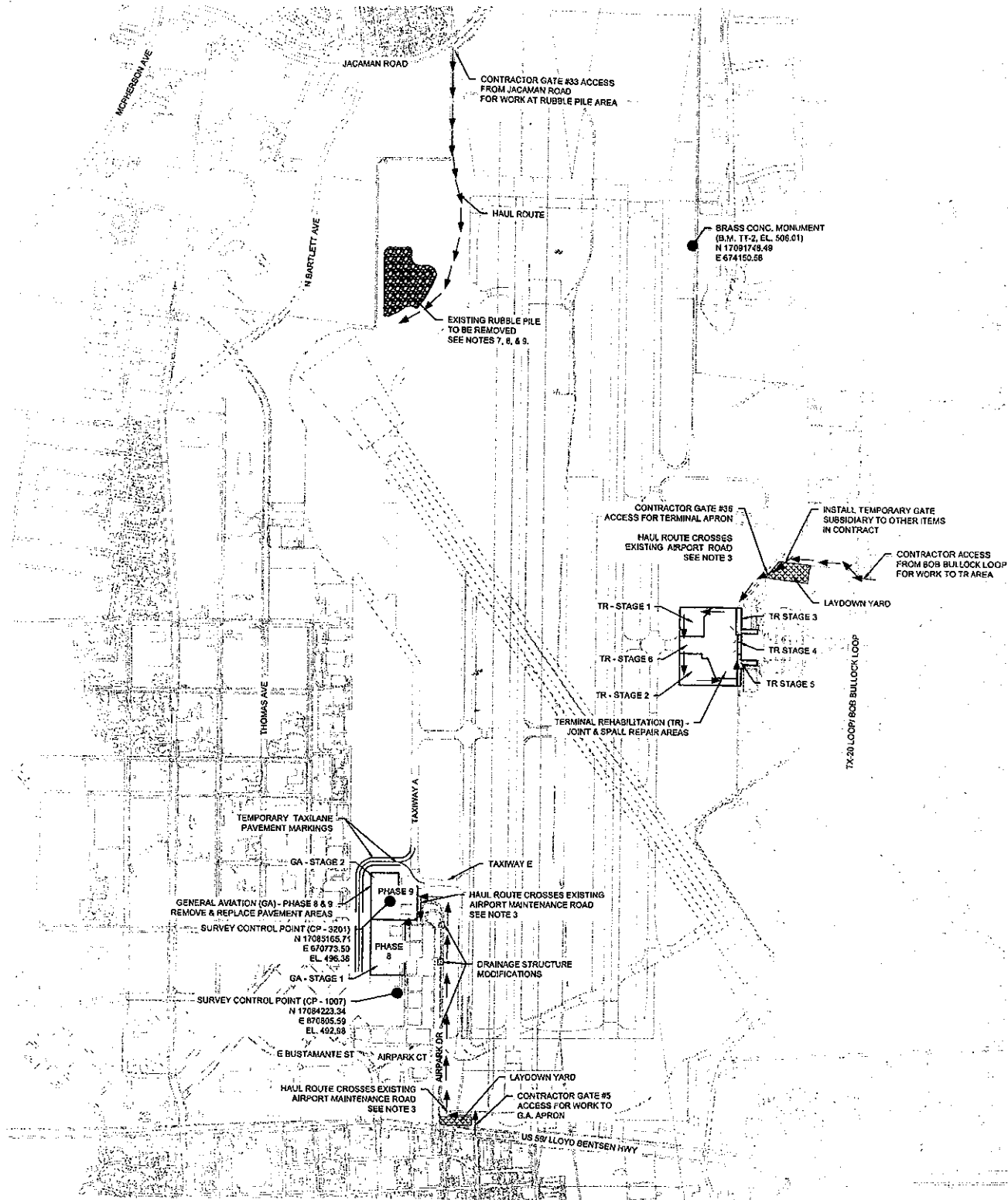
Carlos Villarreal,
City Manager

Date: _____

Gustavo Guevara,
City Secretary

Date: _____

**Funding is available in the Airport Construction Fund – FAA Grant No. 75.
Account no. 433-3675-585-9301.**



CONSIDERATION FOR APPROVAL OF AMENDMENT No.2, FOR THE LAREDO INTERNATIONAL AIRPORT GENERAL AVIATION APRON RECONSTRUCTION PHASES 8 & 9

City Council Meeting
September 2, 2014

CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. P.O. BOX 578 PH. 791-7346 FAX (210) 791-7496

AGENDA ITEM

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Carlos Villarreal, City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer; Jose L. Flores, Airport Manager

SUBJECT

Consideration to award a construction contract to the lowest bidder, Reim Construction, Inc., Mission, Texas, in the amount of \$5,182,507.50 (which includes the base bid and alternates No. 2 and 3) and approval of change order No. 1, a decrease of \$272,272.50 for removal of joint sealing from alternate No. 2 for a total net award of \$4,910,235.00 for the Laredo International Airport General Aviation Apron Reconstruction Phase 8 and Terminal Apron Rehabilitation with a construction contract time of three hundred thirty (330) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents and Final Reading of Ordinance 2014-O-104. Completion date for the project is scheduled for August 2015. Funding is available in the Airport Construction Fund FAA Grant No. 77. **(Approved by Operations Committee)**

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Laredo International Airport will reconstruct approximately 45,000 square yards of apron pavement on the west side of the airfield with Portland cement concrete (PCC) pavement and will rehabilitate the terminal apron pavement. Existing pavement on the General Aviation pavement is a mixture of PCC and bituminous pavement on cement treated base that will be removed and replaced with 17 inch or 10 inch PCC pavement. The terminal apron rehabilitation includes removal of all existing joint sealant, replacement with silicone joint sealant, spall repair, crack repair and reconstruction of approximately 1,200 square yards of 9 inch PCC pavement. Additional components of the project include placement of grates on existing drainage structures and removal of stockpiled rubble from airport property.

Plans and specifications were prepared by Lockwood, Andrews and Newnam, Inc., Dallas, Texas.

Three(3) bids were received at the City Secretary's Office at 4:00 P.M. on Wednesday, May 8, 2014, and publicly opened, read, and taken under advisement on Thursday, May 9, 2014, at 10:00 A.M. as follows:

		Additive	Additive	
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Contractor (Bidder)	Base Bid	Alternate No. 1	Alternate No. 2	Additive Alternate No. 3
1. Reim Construction, Inc. Mission, Texas	\$4,112,402.75	\$3,860,249.50	\$890,380.75	\$179,724.00
2. Anderson Columbia Co. Inc. Weslaco, Texas	\$4,228,978.00	\$3,963,670.00	\$946,147.00	\$99,600.00
3. L&G Construction Mercedes, Texas	\$5,762,511.15	\$4,868,499.00	\$837,436.40	\$1,747,891.00

Base Bid – General Aviation Apron – Phase 8

Additive Alternate No. 1 – General Aviation Apron – Phase 9

Additive Alternate No. 2 – Terminal Apron Rehabilitation

Additive Alternate No. 3 – Remove Existing Rubble Pile

The bid and bid bonds for Reim Construction, Inc., Mission, Texas, were checked and found to be in order. Staff therefore concurs with consultant and recommends award in the amount of \$5,182,507.50 (which includes the base bid and alternates no. 2 and 3) and approval of change order no. 1 a decrease of \$272,272.50 for removal of joint sealing from alternate no. 2 for a total net award amount of \$4,910,235.00 to the Reim Construction, Inc., Mission, Texas. Additive alternate no. 1 is not recommended for award.

Construction contract time is three hundred thirty (330) calendar days after notice to proceed is issued. Completion date for the project is scheduled for August 2015.

COMMITTEE RECOMMENDATION

The Airport Advisory Board considered this item and recommended approval.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year: 2014

Budgeted Y/N?: Yes

Source of Funds: FAA Grant No. 77

Account #: 433-3670-585-9301

Change Order: Exceeds 25% Y/N:

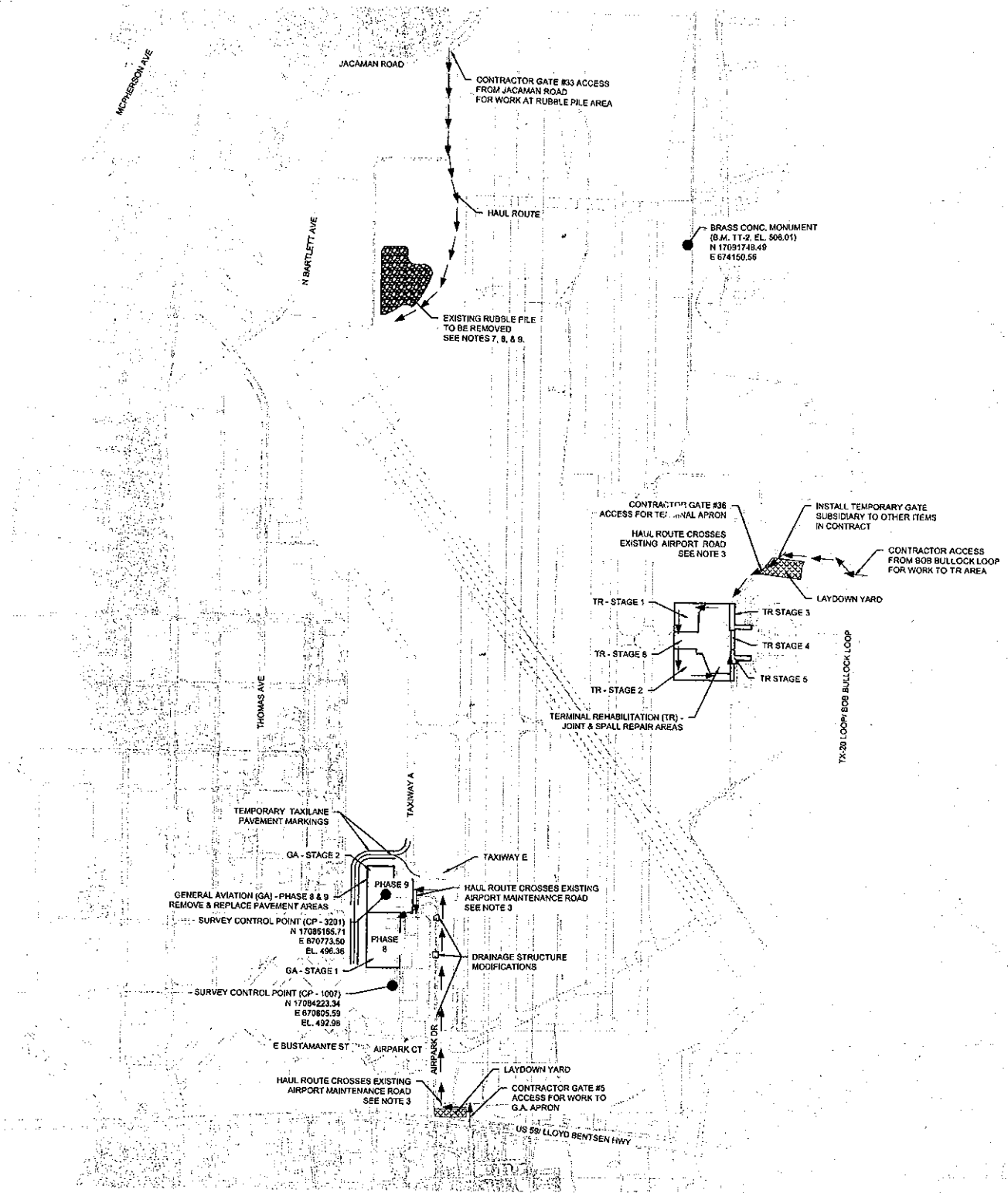
FINANCIAL IMPACT:

Funding is available in the Airport Construction Fund FAA Grant No. 77.

Account No. 433-3670-585-9301

Attachments

Site Map



CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT TO THE LOWEST BIDDER FOR THE LAREDO INTERNATIONAL AIRPORT GENERAL AVIATION APRON RECONSTRUCTION PHASES 8 & 9 AND TERMINAL APRON REHABILITATION

City Council Meeting
September 2, 2014

CITY OF LAREDO
ENGINEERING DEPARTMENT

1110 HOUSTON ST. P.O. BOX 579 PM, 791-7346 FAX (210) 791-7496

AGENDA ITEM

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: Roberto Murillo, Traffic Manager

SUBJECT

Consideration to authorize a purchase for the acquisition of one hundred twenty five (125) additional parking meters complete with vehicle detection sensors and support services from IPS GROUP, INC., to be installed in the metered parking lots in the amount of \$115,000.00. Funding for this project is available in the Parking Meter Fund. **(Approved by Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

IPS Group Inc.
5601 Oberlin Drive
San Diego, California 92121

PREVIOUS COUNCIL ACTION

On November 18, 2013, City Council approved motion to award contract FY 13-040 to IPS Group Inc., in the estimated amount of \$225,000.00 for the purchase and installation of 300 state-of-the-art parking meters complete with vehicle detection sensors and associated back office software to make remote monitoring system fully functional.

BACKGROUND

IPS Group Inc., was recommended to enter into an agreement with the City of Laredo for the purchase of state-of-the-art parking meters complete with vehicle detection sensors after the evaluation process of a 90 day pilot program. First phase of 300 parking meters and sensors were purchased and installed in latter part of December 2013. Future phases will depend on additional funding to replace approximately 900 existing parking meters.

The new parking meters include GPRS wireless communication, solar battery power, live remote monitoring from office for maintenance, audit, and enforcement purposes. Parking meter payment options include coin and credit cards with future capabilities for pay by cell, tokens, and smart cards.

There was approximately a 24% increase in revenues that includes the additional revenues collected as a result of the 300 vehicle detection sensors resetting meters to show no time left on meter as soon as vehicle is not detected on the parking space. There was a 4% credit card usage with a total of 10,000 credit card transactions. There

were minimal parking meter and battery malfunctions, no pesos accepted by meters, and capability to enforce expired meters more efficiently using online remote monitoring.

Staff is recommending the purchase of the 125 additional new parking meters and 125 vehicle detection devices including back office support, licenses, installation, training, and merchant fees.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that this purchase be approved.

Fiscal Impact	
Fiscal Year:	2014
Budgeted Y/N?:	Y
Source of Funds:	Parking Meter Fund
Account #:	251-2620-522-2400
Change Order: Exceeds 25% Y/N:	N
FINANCIAL IMPACT:	

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: Mr. Tomas M. Rodriguez, Jr., P.E., Utilities Director

SUBJECT

Authorizing City Manager to award a professional engineering services contract to Castle Engineering & Testing, L.L.C., Laredo, Texas in the amount of \$53,475.00 for the geotechnical soils investigation for Sombreretillo Wastewater Treatment Plant Project off-site facilities. Funding is available in the 2011 Sewer Revenue Bond. **(Approved by Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

This contract is necessary to carry out geotechnical soils investigation for the off-site facilities including access road, storm drain facilities and off-site sanitary sewer mains. The soils report is to be included in the bid document for the project to minimize City's exposure to future change orders relating to existing soils data.

COMMITTEE RECOMMENDATION

Finance and Operations Committee

STAFF RECOMMENDATION

Approval of Motion

Fiscal Impact

Fiscal Year: 2014
Budgeted Y/N?: Y
Source of Funds: 2011 Sewer Rev. Bond
Account #: 559-4285-538-0356
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is available in the 2011 Sewer Revenue Bond Account No.
559-4285-538-0356

Attachments

Sombreretillo WWTP Off-site Geotechnical Soils Investigation Proposal

August 13, 2014

Mr. Tomas M. Rodriguez, Jr., P.E.
Director of Utilities
City of Laredo-Utilities Department
5816 Daugherty Avenue
Laredo, Texas 78041

T: 956.721.2000
F: 956.721.2001
E: trodriguez@ci.laredo.tx.us



Re: Geotechnical Engineering Services
City of Laredo-Utilities Department
Sombreretillo Wastewater Treatment Plant
Offsite Sanitary Sewer Line and Quivira Road
Laredo, Texas
Part I - CET Proposal No. G14025

Dear Mr. Rodriguez:

Castle Engineering & Testing, LLC (CET) is pleased to express our interest in providing geotechnical engineering services for the referenced project and offer the following proposal for your consideration. *We understand that we have been chosen to provide these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Services Procurement Act.* This proposal consists of two parts: Part I – Proposal: Purpose and Scope of Work and Estimated Cost of Services; Part II – Terms and Conditions (Attached). The following sections outline our understanding of the project and provide a description of the tasks to be performed.

PROJECT BACKGROUND

Our understanding of the project scope of services is based on detailed information provided to us by Sherfey Engineering Company, LLC (SEC), and is included as an attachment to CET's proposal for clarity.

We understand that construction plans are underway for a Wastewater Treatment Plant that will be located southwest and parallel to F.M. 1472 (Mines Road), partially within the Laredo City Limits. The proposed Wastewater Treatment Plant improvements will include an offsite sanitary sewer line and proposed Quivira Road. Both flexible and rigid pavement materials will be considered for final pavement design sections.

PURPOSE AND SCOPE OF WORK

The purpose of this study is to evaluate the existing soils and provide our geotechnical recommendations and opinions for the proposed project improvements. Our scope of work will consist of background review, site reconnaissance, field exploration, laboratory testing, engineering analyses, and report preparation.

Proposed Field Exploration

Our selection of field exploration program is based on the geotechnical scope of services per Sherfey Engineering Company, LLC. Boring locations will be based on the anticipated project layout and site access. The subsurface exploration will consist of drilling a total of 31 borings within the offsite sanitary sewer line and proposed Quivira Road conventional rubber-tired mounted drilling equipment. The proposed subsurface exploration is planned to consist as follows:

Location	Quantity of Borings	Depth, feet
Offsite Sanitary Sewer Line	26 @ 30'	780
Proposed Quivira Road	5 @ 10'	50

Total Footage	830
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The locations should be considered accurate only to the degree implied by the method used.

In addition to our drilling operations, four (4) *in-situ Dynamic Cone Penetrometer (DCP) tests* will be performed within the proposed pavement areas to evaluate the in-place strength of undisturbed soil. The penetration resistance may be related to in-situ strength such as estimated in-situ CBR (California Bearing Ratio), shear strength of strata, thickness of strata and bearing capacity.

The geotechnical engineer will arrange with the client means to stake in the field the location of borings. This task should be accomplished using the services of a surveyor so that the geotechnical work is positioned in clear relation to the locations or alignment. In most instances the survey should also locate nearby structures and facilities that could affect or be affected by geotechnical investigation activities as well as project related construction. Since elevation is important to design, the staking work should also provide a datum at or near the boring for reference. If in the course of work, the boring is located away from the location staked, then a follow-up survey to locate the boring is required. The staked boring locations provide a visible reference for obtaining clearance to work.

Pre-mobilization Activities

The staked boring location provides a visible reference for obtaining clearance to work. Clearance is obtained from owners of property adjoining, especially if access to their property could be blocked. In all cases, the geotechnical engineer will contact Texas811 to locate buried utilities. Similar query should be made to adjoining property owners to identify service not included in the Texas811 marking. We will perform a due diligence effort with regards to this issue but cannot be responsible for existing previously damaged or previously repaired underground utilities that may not be functioning properly that may be related to our investigation or in encountering unknown or unidentified underground utilities during our field activities due to lack of an "As-Built Plan".

Drilling and Sampling Methods

Drilling and sample handling methods are many and varied in their purpose. It is the responsibility of the geotechnical engineer to see that methods appropriate to the needs of the project are used. Samples damaged or lost in course of handling should be identified as such so that testing is not biased for this cause. Where the damaged/lost sample is believed essential to the proper characterization of subsurface conditions, a replacement will be obtained.

Drilling and sampling method for hard or cohesionless soils will be performed in general accordance with ASTM D-1586 Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils or ASTM D-1587 Standard Practice for Thin-Walled Tube Sampling of Soils for Geotechnical Purpose. A split-spoon sampler is a 2-inch O.D. tube that is driven into the soil to be sampled that can be split open lengthwise for easy removal and visual inspection of the soil obtained.

Drilling and Sampling of rock, if encountered, shall be in accordance with ASTM D-2113 Standard Practice for Rock Core drilling and Sampling of Rock for Site Investigation and ASTM D-6032 Standard Test Method for Determining Rock Quality Designation (RQD) of rock Core.

At the end of each day samples are obtained, they will be delivered to the laboratory for safe storage. En route, the samples will be secured against damage due to hazards of the road or prevailing weather. To ensure that samples are not lost, the person receiving samples should conduct inventory against the field log. At this point damaged, missing, or mislabeled samples can be identified and corrections made in collaboration with the logger. Numerous or persistent findings of damage, loss, or mislabeling should be brought to the attention of the geotechnical engineer for corrective action.

As the inventory proceeds, each sample will be secured against change of moisture content or dimension. This task will not be delayed until the next day. After preservation, the samples will be stored in an orderly manner so that specific samples can be found without difficulty. The storage area will be protected from the effects of weather.

Site Restoration

Upon completion of work at any borehole location, the geotechnical engineer's crew will undertake restoration of the site surface to a condition approximating that before drilling. This effort includes removal of spilled drilling fluids, mud and soil clods, litter, and reshaping of ruts to attain an even grade. Such restoration will include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and plantings. Each boring should be temporarily plugged, pending additional groundwater readings. At the completion of the groundwater readings, the boring will be permanently plugged, including patching of concrete slabs and both flexible and rigid pavements, respectively.

Laboratory Testing

Our laboratory testing program will be in conformance with Sherfey Engineering Company, LLC. Geotechnical Scope of Services for this project.

CET will perform the requested Testing Program and meet the minimum requirements of ASTM D-3740 Standard Practice for Minimum Requirement for Agencies Engaged in Testing and

Inspection of Soil and Rock as Used in Engineering Design and Construction. CET laboratory test personnel do meet the requirement of ASTM D-5255 Standard Practice for Certification of Personnel Engaged in the Testing of Soil and Rock. CET will perform all testing in accordance with the most recent version of the ASTM Standard. Soils will be classified in accordance with ASTM D-2487 Standard Practice for Classification of soils for Engineering Purposes -- Unified Soil Classification System and ASTM D-2488 Standard Practice for Description and Identification of Soils--Visual-Manual Procedure.

The following tests and frequencies shall be performed and CET shall add more tests as applicable to perform the required geotechnical analyses:

<u>Testing Program</u>			
ASTM Standard	Frequency	10 ft. Bores	30 ft. Bores
D-2216	All samples	Yes	Yes
D-4318	Per boring	2	5
D-422	Per boring	2	5
D-7263	Per boring	1	1
D-2166	Per boring	1	1
D-7012	Per boring	1	1
<u>Wet Chemistry Testing</u>			
pH		1 per layer	
Sulfates		1 per layer	

Construction Observation/Testing and Plan Review

We recommend that project plans and specifications be reviewed by us to verify compatibility with our geotechnical recommendations. An adequate program of tests and observations should include, but is not necessarily limited to earthwork activities, monitoring of the foundation installation, concrete, and asphalt.

The review of plans and specifications and the field observations and testing by CET are an integral part of the geotechnical recommendations for this project. If we are not retained for these services, the client agrees to assume CET's responsibility for any potential claims that may arise during construction.

ESTIMATED COST OF SERVICES

The total cost for the study is estimated to be **\$53,475.00**.

Estimated cost of services includes a \$4,850.00 allowance for site clearing required for drilling accessibility.

We will not exceed the total aggregate amount without your prior approval.

Authorization and Project Schedule

Authorization to proceed with our work on this project will be provided by the authorized representative in the form of a signed Castle Professional Services Agreement (Part II – Terms and Conditions). Please return proposal with your signature if you accept the terms and conditions described in this document.

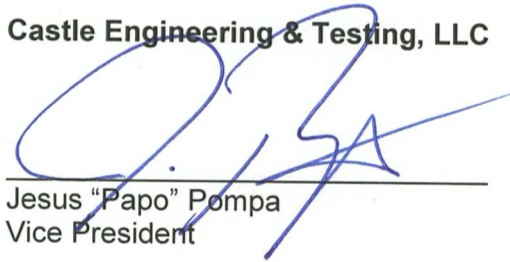
From the date authorization is granted, the geotechnical phase of the project needs to be completed by September 12, 2014. Provided that the authorization date allows two (2) to three (3) weeks to complete, CET can meet this schedule.

If information is needed prior to submittal of our engineering report; we can provide a progress report regarding our findings and recommendations generally within five (5) workdays after completion of the drilling program.

We appreciate the opportunity of providing our services for this project. If you have questions regarding this proposal or if we may be of further assistance, please contact our office.

Sincerely,

Castle Engineering & Testing, LLC



Jesus "Papo" Pompa
Vice President

Attachment: Professional Services Agreement (Part II – Terms and Conditions)

JMP/mr-G14025

**CASTLE ENGINEERING & TESTING, LLC
PROFESSIONAL SERVICES AGREEMENT
PART II - TERMS AND CONDITIONS**

WHEREAS: This Professional Services Agreement is made and entered into between **City of Laredo-Utilities Department** ("Client") and **Castle Engineering & Testing, LLC** ("Engineer") a Texas corporation. This Agreement consists of two parts: **Part I** Proposal - Scope of Services and Compensation, **Part II** – Terms and Conditions.

ARTICLE 1: PROFESSIONAL SERVICES

1.1 **Services.** In connection with the property described in the Proposal, Engineer shall render the professional services ("Services") for the project described in the Proposal as outlined in the Proposal and any Amendments.

1.2 **Agreement.** The Professional Services Agreement includes the Proposal dated **August 13, 2014** and these Terms and Conditions (collectively, the "Agreement").

ARTICLE 2: PROPOSALS

2.1 **Scope.** The Proposal(s) shall identify the specific scope of Services to be performed and the amount and type of compensation for the specific services.

2.2 **Acceptance of Agreement.** Client shall authorize and Engineer shall commence work upon Engineer's receipt of the properly executed and signed Proposal(s), as may amended from time to time. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) Engineer extends the time in writing; or (2) at the sole option of Engineer, Engineer accepts Client's oral authorization to proceed with the services, in which event the terms of the oral authorization shall be presumed to include all the terms of this Agreement. Engineer's performance of the services under the oral authorization shall be in reliance on the inclusion of all the terms of this Agreement in the oral authorization.

ARTICLE 3: CHANGES

3.1 **Changes.** The Engineer and Client may at any time, by written amendment, make changes within the general scope of individual Proposal(s) or relating to services to be performed. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services under individual Proposals, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 **Regulatory Changes.** In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement and subsequent Proposals shall be reflected in an appropriate Proposal Amendment.

ARTICLE 4: THE TERM

4.1 **Term.** Engineer shall be retained by Client as of the date Client executes the attached Proposal until the Services have been fully performed or until the Engineer's Services are terminated under provisions of the Agreement. Engineer will pursue completion of Services in accordance with the timely completion specified in the Proposal and any amendments thereto. Engineer shall not be liable or

responsible for any delays caused by circumstances beyond Engineer's control.

ARTICLE 5: DUTIES

5.1 **Access.** Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-furnished Data.** Client shall provide all criteria and full information as to Client's requirements for the Project, designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work.

Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon in performing its Services.

Client shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of contractor(s)' applications for payment, and any inspection services to determine if contractor(s) are performing the work.

5.3 **Other Information.** Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 **Ownership of Documents.** All designs, drawings, specifications, documents, and other work products of the engineer, whether in hard copy or electronic form, are instruments of service for the services and are owned by the Engineer regardless of whether or not services are completed. Reuse, change or alteration by the client or by others acting through or on behalf of the client is not permitted without the written consent of Engineer. ANY REUSE, CHANGE OR ALTERATION BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY THE ENGINEER, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ENGINEER'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH AUTHORIZED OR UNAUTHORIZED REUSE, CHANGE OR ALTERATION.

5.5. **Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

5.6 **Laboratory Services.** In performing services, Engineer may make use of an independent testing laboratory. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services.

5.7. **Changed Conditions.** The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer. Should Engineer call for contract renegotiation, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.8 **Site Visit.** All conclusions, opinions and recommendations will be based upon site conditions at the Property as they existed at the time of Engineer's site visit. Any report should not be relied upon to represent conditions at a later date.

5.9 **Opinions of Cost.** Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

5.10 **Construction Observation.** If construction phase services are included in the Services, the Engineer shall periodically visit the Project during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous Project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s).

5.11 **Permits.** Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Services or the Property. Before Engineer performs the Services, Client will provide Engineer evidence satisfactory to Engineer that all required permits or other approvals have been obtained and that all required notices have been given. Client will provide to Engineer copies of any such permits or any such notices, together with any other relevant information that will alert Engineer to the requirements of such permits, approvals, or notifications.

ARTICLE 6: COMPENSATION OF SERVICES

6.1 **Compensation of Services.** Engineer's compensation for services shall be set forth in individual Proposal.

6.2 **Compensation.** Client agrees to pay Engineer for Services in accordance with the Agreement. Expenses directly related to these Services, including reproduction, out of town travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a ten percent (10%) markup on cost.

6.3 **Payments.** Engineer will invoice Client monthly in accordance with the terms and conditions of the Proposal, and amendment(s) for Services and reimbursables. Client agrees to promptly pay Engineer at its office at 1216 Santa Maria Avenue, Laredo, Texas 78040, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.4 **Sales and Use Tax.** Effective July 1, 1991, State, City and MTA Sales Tax of 8.25 % must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to the 8.25% Sales Tax. In the event subsequent taxes are levied by Federal, State, or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.5 **Right to Stop Performance.** If Client does not pay any amount due to Engineer within thirty (30) days after the invoice date, or within five (5) days of payment by Owner, Engineer may, upon three (3) additional days verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.6 **Attorney's Fees.** In the event Engineers' invoices for Services are given to any attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all cost of collection, including the maximum attorney's fees allowed by law and court costs, in addition to other amounts due.

ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon seven (7) days written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Engineer shall discontinue work under this Agreement. Such termination shall release Engineer from any further obligation to provide Services to Client on this Agreement, but all obligations of Client shall continue. In the event Client terminates the Agreement based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement or Proposal(s).

Client waives any and all claims it has against Engineer arising out of termination of this Agreement by Engineer. Client waives any and all claims, causes of action, or damages that it has or may have against Engineer for failure to perform further services under this or any other Agreement with Client.

7.2 **Compensation in Event of Termination.** Upon termination by either Client or Engineer, Client shall pay Engineer with respect to all contracted Services rendered and expenses incurred before termination an amount fixed by applying the Engineer's standard hourly rates, in force at the time of termination, to all Services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor.** It is understood that the relationship of Engineer to Client shall be that of an independent contractor. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client.

ARTICLE 9: LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF ENGINEER, ITS EMPLOYEES, OFFICERS, SUBCONSULTANTS AND SUBCONTRACTORS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS SHALL NOT EXCEED THE ENGINEER'S TOTAL FEE. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED DUE TO THE FAULT OF THE OTHER PARTY, REGARDLESS OF THE NATURE OF THIS FAULT OR WHETHER IT WAS COMMITTED BY THE CLIENT OR BY ENGINEER, THEIR EMPLOYEES, AGENTS, SUBCONSULTANTS, OR SUBCONTRACTORS. CONSEQUENTIAL DAMAGES INCLUDE BUT ARE NOT LIMITED TO, LOSS OF USE AND LOSS OF PROFIT.

9.2 **No Certification.** Engineer shall not be required to sign any documents, no matter by who requested that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 **Asbestos or Hazardous Materials.** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the Property, or should it become known in any way that such materials may be present at the Property or any adjacent areas that may affect the performance of Engineer's Services, Engineer may, at its option and without liability for consequential or other damages, suspend performance of Services on the Project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials and warrant that the Property is in full compliance with applicable laws and regulations.

9.4 **Delays.** Engineer is not responsible for delays caused by factors beyond Engineer's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the

Client to furnish timely information or approve or disapprove of Engineer's Services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Engineer's reasonable control occur, the Client agrees Engineer is not responsible for damages, nor shall Engineer be deemed to be in default of this Agreement. In the event such delay exceeds ninety (90) days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation. In the event Engineer is delayed by the Client and such delay exceeds thirty (30) days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

9.5 **Project Enhancement.** If, due to Engineer's error or omission, any required item or component of the Project is omitted from Engineer's documents, Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Engineer be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

ARTICLE 10: MISCELLANEOUS

10.1 **Entire Agreement.** The Agreement contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by written document executed by both parties.

10.2 **Modifications.** No one has authority to make variations in, or additions to, the terms of this Agreement on behalf of Engineer other than one of its officers, and then only in writing signed by him.

10.3 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.4 **Venue.** Engineer and Client agree that the services will be performed or partially performed in Webb County, Texas, and the venue of any action under the Agreement shall be exclusively in Webb County, Texas.

10.5 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.6 **Construction of Agreements.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.7 **Successor and Assigns.** Client, for himself and partners, if any, and Engineer, for itself, each binds himself or itself and its successors, executors, administrators and assigns to the other party to this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither Client nor Engineer shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and Engineer. Client's representative signing below warrants that he or she has full authority to bind Client to this Agreement and further warrants that Client has an ownership interest in the real property that is part of the Project. Client's representative signing below agrees to indemnify, save, and hold Engineer harmless for any and all claims, causes of action, and damages that may arise against Engineer if the representations contained in this Paragraph are not correct.

Nothing in the Agreement restricts Engineer's ability to hire subcontractor in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless the Engineer gives Client prior and specific written approval.

10.8 **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve all disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.9 **Mediation.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include similar mediation provisions in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.10 **No Warranty.** Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations, drawings, specifications, or professional advice. Any warranties or guarantees contained in any purchase orders, certifications, requisitions, or notices to proceed issued by the Client are specifically objected to and excluded. Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.11 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise survive termination of the Services.

Engineer: **Castle Engineering & Testing, LLC**

Name:

Mr. Jesus "Papo" Pompa
Vice President

Date:

08/13/2014

Client: **City of Laredo – Utilities Department**

Name:

Mr. Tomas M. Rodriguez, Jr., P.E.
Director of Utilities

Date:

Proposal No. G14025

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: Tomas M. Rodriguez, Jr. P.E., Utilities Director

SUBJECT

Consideration for the approval of a Professional Engineering Services for the design of 24-in Water Main from Jefferson Water Treatment Plant to Bridge No. 1. to Porras Nance Engineering of Laredo, Texas, as per the contract agreement between the City of Laredo and El Portal Center (EPC). This contract amount to a total of \$350,000.00. Funding is available in the 2011 Water Revenue Bond.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

This is a Professional Engineering Services contract for engineering, surveying services to develop plans, specification, and as-built drawings for the construction of 24-in water main from Jefferson Water Treatment Plant to Bridge No. 1 with a total length of about 12,000 lineal feet.

COMMITTEE RECOMMENDATION

Finance and Operation Committee

STAFF RECOMMENDATION

Approval of Motion

Fiscal Impact

Fiscal Year: 2014
Budgeted Y/N?: Y
Source of Funds: 2011 Water Revenue Bond
Account #: 557-4193-538-0393
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is available in the 2011 Water Revenue Bond Account No. 557-4193-538-0393.

Attachments



August 27, 2014

Mr. Tomas M. Rodriguez, Jr., P.E., Director
City of Laredo Water Utilities Department
5816 Daugherty
Laredo, Texas 78041

Ref: **24" Water Main Improvements, Central Business District & River Mall
Proposal for Professional Engineering Services**

Mr. Rodriguez,

As requested, we are submitting the following proposal for engineering and surveying services to develop plans, specifications, bid documents, cost estimates, construction administration, and as-built drawings for the above referenced project. The project involves constructing approximately 12,000 feet of new 24 inch diameter, PVC water main from the Jefferson Water Treatment Plant to Central Business District of downtown Laredo. The attached exhibit shows the conceptual alignment of the main understanding that it is subject to revision.

The water main will be installed within City Streets and right-of-way with associated street repairs. Existing drainage crossings may involve bores or special designs. The railroad crossing will require permit preparation and coordination for the anticipated bore and case through this area. We will coordinate potential conflicts with other utilities via the City's Utility Coordination Committee. The plans must be developed on a fast track schedule to meet the demands of proposed developments in the downtown area.

The engineering fee to develop these plans, specifications, bid documents, permits, cost estimates, construction staking and administration, and as-built drawings as described above will be as follows:

<u>Task</u>	<u>Fee</u>
Survey, Plans, Specifications, Bidding Documents.	\$290,000
Construction Staking, Oversight & Administration	\$ 60,000
Total Engineering and Survey Services	\$350,000

This proposal does not include environmental, historical, or archeological surveys, reports or permits. The preparation of easement documents is not anticipated for this project. Coordination through FEMA and IBWC is expected to be minimal since existing grades and conditions along the banks of the Rio Grande River will be restored after main installation. Materials testing fees are not included.

If you have any questions, please contact me.

Sincerely,

Wayne Nance, PE, RPLS



City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Carlos Villarreal, City Manager

Staff Source: Cynthia Collazo, Deputy City Manager

SUBJECT

Status on Loop 20 and I-69 West Transportation Project, with possible action.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

None

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

None

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: Claudia San Miguel, Acting Transit General Manager

SUBJECT

2014-RT-03 Authorizing the City Manager to accept and execute the Texas Department of Transportation Grant No. 51522F7058 for Fiscal Year 2015 in the amount of \$579,947.00 from the State Funds for transit operating assistance. **(Approved by Operations Committee)**

PREVIOUS COUNCIL ACTION

None

BACKGROUND

On May 29, 2014, the Texas Transportation Commission passed Minute Order Number 113931. This Minute Order awards \$29.7 million in state public transportation funds for small urban and rural areas of the state by the General Appropriations Act enacted by the 83rd Texas Legislature Regular Session. The FY 2015 state allocation for the City of Laredo is \$579,947.00 to be used for bus and van operating assistance. There is no local match required for this grant.

COMMITTEE RECOMMENDATION

n/a

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year: 2015
Budgeted Y/N?:
Source of Funds: Grant
Account #: 5180003232001
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funds will be deposited in the State Operating Grant. No local match required for this grant.

Attachments

[TxDOT Grant Agreement](#)

[Attachment A Project Description](#)

[Attachment B Budget Page](#)

[Minute Order 113931](#)

[Resolution No. 2014-RT-03](#)

PGA: PUBLIC TRANSPORTATION - STATE FUNDS
TRANSIT PROVIDER: **Laredo, City of**
TXDOT PROJECT #: **URB 1501 (22)**
PROJECT GRANT AGREEMENT #: **51522F7058**
MASTER GRANT AGREEMENT #: **512XXF7078**
NOT RESEARCH AND DEVELOPMENT
URBANIZED AREA: **Laredo**

STATE OF TEXAS §

COUNTY OF TRAVIS §

**STATE FUNDS
FISCAL YEAR 2015
PROJECT GRANT AGREEMENT**

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State," and **Laredo, City of**, called the "Transit Provider."

WITNESSETH

WHEREAS, Texas Transportation Code Chapter 455 authorizes the State to assist the Transit Provider in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code Chapter 456; and

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation to provide state funds for public transportation purposes; and

WHEREAS, if applicable, the Transit Provider submitted a Fiscal Year 2015 Grant Application (GA) Part I for state financial assistance to provide transportation services and the Texas Transportation Commission approved the application by Minute Order Number **113931**; and

WHEREAS, if applicable, the Transit Provider must execute a GA Part I each fiscal year grant period for consideration for new state grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Transit Provider and the State has been adopted and includes the general terms and conditions for grant projects developed through this PGA;

NOW THEREFORE, the State and the Transit Provider agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on **September 1, 2014**, whichever is later. This PGA shall remain in effect until **August 31, 2015**, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Transit Provider has submitted the GA Part I to the State. The time period of this PGA cannot be extended past the MGA, without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

- A.** The Transit Provider shall complete the public transportation project described in the GA Part I, the Attachment A - Approved Project Description, and the Attachment B – Project Budget. Attachments A and B are attached to and made a part of this agreement. The Transit Provider shall complete the project in accordance with all of the documents associated with the MGA and with all applicable federal and state laws and regulations.
- B.** If applicable, the Transit Provider shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Transit Provider shall publicly open all bids or privately review proposals. The Transit Provider shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Transit Provider shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is **\$ 579,947**, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the GA Part I, the Attachment A, and the Attachment B.

The original and one copy of the invoice is to be submitted to the following address:

Texas Department of Transportation
Attn: Bolivar Bolanos
Public Transportation Coordinator
P.O. Box 29928
San Antonio, Texas 78229

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in Article 1, Grant Time Period.

ARTICLE 5. INCORPORATION OF MGA PROVISIONS

This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

ARTICLE 6. SIGNATORY WARRANTY

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Transit Provider in duplicate.

THE TRANSIT PROVIDER

Signature

Carlos Villarreal

Typed, Printed, or Stamped Name

City Manager

Title

Date

THE STATE OF TEXAS

Signature

Bolivar Bolanos

Typed, Printed, or Stamped Name

Public Transportation Coordinator

Title

Date

List of Attachments

A – Approved Project Description

B – Project Budget

**ATTACHMENT A
APPROVED PROJECT DESCRIPTION**

[Insert a Narrative Project Description]

**ATTACHMENT B
PROJECT BUDGET**

[Insert Budget Page]

ATTACHMENT A

APPROVED PROJECT DESCRIPTION

The Laredo Transit Management Inc. (El Metro) and the City of Laredo will use these grant funds for operating expenses for fixed route and demand response services within the city limits of Laredo. A total of twenty-two (22) fixed bus routes operating 363 days of the year from Monday through Sunday.

Demand Response (DR) will be operating the same hours as fixed route with the exception for three days of the week the DR Service starts at 4:30 AM for dialysis trips. Funds will be used for maintaining and operating El Metro vehicles that include fuel, parts, labor and body work. The City of Laredo contracts First Transit based in Cincinnati, OH to manage the daily bus operations of El Metro.

The subrecipient will be operating the service.

The Laredo Transit operates a “pulse” bus system with a main transfer station located in downtown Laredo. All fixed route buses have a schedule to pick-up and drop-off passengers at the station within 20 - 70 minute apart. Bus transfers are available for those passengers that need to transfer to another bus and to their final destination. El Metro operates buses within the city limits of Laredo and demand response is only available ¾ of a mile of the nearest El Metro fixed route bus.

The 5307 funds will be used for preventative maintenance and bus operations for ADA and fixed route service.

TEXAS TRANSPORTATION COMMISSION

ALL Counties

MINUTE ORDER

Page 1 of 1

ALL Districts

Of the amounts appropriated for public transportation to the Texas Department of Transportation (department) by The General Appropriations Act of the 83rd Texas Legislature, Regular Session, \$28.7 million is to be used in FY 2015 for public transportation grants for small urban and rural areas of the state. An additional \$3.2 million was appropriated by that Act for the FY 2014-2015 biennium to mitigate the impact of the 2010 census changes on formula allocation; this minute order includes a part of that additional amount.

The Texas Transportation Commission (commission) desires to award \$29,655,567 for FY 2015.

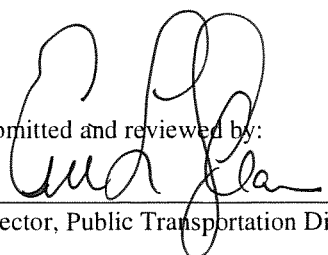
Title 43, Texas Administrative Code, §31.11 establishes a formula by which public transportation funds shall be distributed to the small urban and rural areas of the state. The FY 2015 awards are shown in Exhibit A and have been calculated in accordance with the provisions of §31.11.

Transportation Code, Chapter 455 assigns a broad spectrum of public transportation roles and missions to the department.

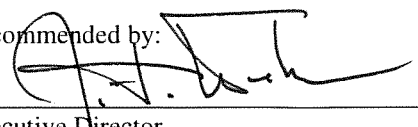
Transportation Code, Chapter 456 authorizes the commission to administer public transportation programs.

IT IS THEREFORE ORDERED by the commission that the executive director, or the director's designee, is hereby authorized to proceed with the awards as shown in Exhibit A and to enter into the necessary contracts for the FY 2015 program of projects upon completion of all application requirements by the local public transportation operators.

Submitted and reviewed by:


Director, Public Transportation Division

Recommended by:


Executive Director

113931 MAY 29 14

Minute
Number

Date
Passed

EXHIBIT A
AWARD FY 2015 STATE FUNDS TO PUBLIC TRANSPORTATION PROVIDERS
RURAL DISTRICTS

Rural Transit District	Award	Census Impact	Total Award
Alamo Area Council of Governments	\$ 853,590	\$ 5,408	\$ 858,998
Ark-Tex Council of Governments	619,505	17,908	637,413
Aspermont Small Business Development Center, Inc.	251,603	8,937	260,540
Bee Community Action Agency	269,905	11,215	281,120
Brazos Transit District	1,562,669	43,963	1,606,632
Capital Area Rural Transportation System (CARTS)	869,524	81,083	950,607
Central Texas Rural Transit District	591,977	7,586	599,563
Cleburne, City of	278,132	7,022	285,154
Colorado Valley Transit, Inc.	402,787		402,787
Community Action Council of South Texas	346,402	8,479	354,881
Community Services, Inc.	347,203	53,660	400,863
Concho Valley Transit District	393,905	14,622	408,527
Del Rio, City of	270,844	8,650	279,494
East Texas Council of Governments	1,136,938		1,136,938
El Paso County	315,661	20,523	336,184
Fort Bend County	245,308	12,717	258,025
Galveston County Transit District	558,955		558,955
Golden Crescent Regional Planning Commission	518,365	14,793	533,158
Gulf Coast Center	229,716	41,575	271,291
Heart of Texas Council of Governments	448,956	2,029	450,985
Hill Country Transit District	525,149	4,438	529,587
Kleberg County Human Services	214,374	12,705	227,079
Lower Rio Grande Valley Development Council	343,329	21,267	364,596
Panhandle Community Services	820,920	15,045	835,965

EXHIBIT A
AWARD FY 2015 STATE FUNDS TO PUBLIC TRANSPORTATION PROVIDERS
RURAL DISTRICTS

Rural Transit District	Award	Census Impact	Total Award
Public Transit Services	402,370		402,370
Rolling Plains Management Corporation	362,974	17,681	380,655
Rural Economic Assistance League, Inc.	351,043	22,102	373,145
Senior Center Resources and Public Transit, Inc.	267,352		267,352
South East Texas Regional Planning Commission	297,882	84,378	382,260
South Padre Island, City of	462,163	60,187	522,350
South Plains Community Action Association	783,667	19,094	802,761
Southwest Area Regional Transit District	481,217	1,103	482,320
SPAN, Inc.	278,715		278,715
STAR Transit	350,140		350,140
Texoma Area Paratransit System, Inc.	776,422	19,386	795,808
The Transit System, Inc.	239,049		239,049
Webb County Community Action Agency	236,217	23,799	260,016
West Texas Opportunities, Inc.	976,766	576	977,342
TOTAL	\$ 18,681,694	\$ 661,931	\$ 19,343,625

EXHIBIT A
AWARD FY 2015 STATE FUNDS TO PUBLIC TRANSPORTATION PROVIDERS
URBANIZED AREAS

Urbanized Area	Award	Census Impact	Total Award
Abilene	\$ 311,871	\$ 9,488	\$ 321,359
Amarillo	383,203	13,477	396,680
Arlington	194,436	30,313	224,749
Beaumont	355,581	11,606	367,187
Brownsville	581,898		581,898
College Station-Bryan	782,514		782,514
Conroe-The Woodlands	453,524		453,524
Grand Prairie	148,001	19,846	167,847
Harlingen	274,976		274,976
Killeen	400,715		400,715
Lake Jackson-Angleton	202,303	13,612	215,915
Laredo	579,947		579,947
Longview	271,755		271,755
Lubbock	593,122	22,317	615,439
McAllen (Full Urbanized Area)	459,334	40,386	499,720
McKinney	316,245		316,245
Mesquite	111,344	17,717	129,061
Midland and Odessa	389,006	40,687	429,693
North Richland Hills	140,249		140,249
Port Arthur	306,360		306,360
San Angelo	261,534	7,874	269,408
San Marcos	242,409		242,409
Sherman	232,905	1,124	234,029
Temple	238,340		238,340
Texarkana	254,193		254,193
Texas City	267,165	5,815	272,980
Tyler	275,147		275,147
Victoria	255,618	3,140	258,758
Waco	415,576	979	416,555
Wichita Falls	360,102	14,188	374,290
TOTAL	\$ 10,059,373	\$ 252,569	\$ 10,311,942

RESOLUTION NO. 2014-RT-03

AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE THE TEXAS DEPARTMENT OF TRANSPORTATION GRANT NO. 51522F7058, FOR FISCAL YEAR 2015, IN THE AMOUNT OF \$579,947.00 TO BE USED FOR OPERATING ASSISTANCE FROM THE STATE PUBLIC TRANSPORTATION FUNDS FOR SMALL URBAN AND RURAL AREAS OF THE STATE BY THE GENERAL APPROPRIATIONS ACT ENACTED BY THE 83RD TEXAS LEGISLATURE REGULAR SESSION AND APPROVED BY THE TEXAS TRANSPORTATION COMMISSION ON MINUTE ORDER 113931.

WHEREAS, the Texas Department of Transportation is prepared to award a grant to the City of Laredo for public transportation use in the amount of \$579,947.00; and

WHEREAS, in Minute Order No. 113931, approved on May 29, 2014, by the Texas Transportation Commission authorized to award \$29.7 million for FY 2015 for public transportation projects for small urban and rural areas of the state; and

WHEREAS, the City Mass Transit Board finds it to be in the best interests for the City of Laredo to accept the grant #51422F7058 in the amount of \$579,947.00 to be used for bus and van operating assistance.

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

Section 1. the City Manager is authorized to accept the Texas Department of Transportation of State funds grant agreement in the amount of \$579,947.00; and

Section 2. the City Manager is authorized to execute all necessary documents relating to the said grant; and

Section 3. the grant funds shall be deposited in the City of Laredo Transit Fund. No local match is required in this grant.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY _____
RAUL CASSO
CITY ATTORNEY

City Council-Regular

Meeting Date: 09/02/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: Claudia San Miguel, Acting Transit General Manager

SUBJECT

2014-RT-04 Authorizing the City Manager to accept and execute the Texas Department of Transportation Section 5310 Federal-Enhanced Mobility of Seniors and Individuals with Disabilities Project Grant Agreement No. 5122F7127 in the amount of \$99,716.00. This grant requires a 20% local match of \$24,929.00 for a total of \$124,645.00 to be used for preventive maintenance expenditures for the El Lift Para-Transit Department. **(Approved by Operations Committee)**

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The Governor of the State of Texas has designated the Texas Department of Transportation (TxDOT) to receive federal funds under the Section 5310 grant program by the approval of Minute Order Number **113930** by the Texas Transportation Commission. The Section 5310 grant will assist in the preventive maintenance related to the "El Lift" paratransit fleet maintenance (parts and labor). The Texas Transportation Commission approved Minute Order Number **113930** on May 29, 2014 in the amount of \$99,716.00 for the City of Laredo. This grant requires a 20% local match in the amount of \$24,929.00.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of this resolution.

Fiscal Impact

Fiscal Year:	2015
Budgeted Y/N?:	
Source of Funds:	Grant
Account #:	51800003232005
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funds will be deposited in the state operating grant account. A local match of 20% in the amount of \$24,929 is required.

Attachments

Grant Agreement

Attachment A Project Description

Attachment B Project Budget

Minute Order

Resolution No. 2014-RT-04

PGA: SECTION 5310 FEDERAL-ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES
TRANSIT PROVIDER: **Laredo, City of**
FTA GRANT #: **TX-16-0009-01**
CFDA #: **20.513**
TXDOT PROJECT #: **ED 1504 (22) 09**
PROJECT GRANT AGREEMENT #: **51522F7127**
MASTER GRANT AGREEMENT #: **512XXF7078**
FEDERAL TRANSIT ADMINISTRATION
NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

**FEDERAL ENHANCED MOBILITY OF SENIORS
AND INDIVIDUALS WITH DISABILITIES
FISCAL YEAR 2015
PROJECT GRANT AGREEMENT**

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State," and **Laredo, City of**, called the "Transit Provider."

WITNESSETH

WHEREAS, 49 United States Code Section 5310 authorizes the U.S. Secretary of Transportation to make grants to state governments to help them provide mass transportation service planned, designed, and carried out to enhance the mobility of seniors and individuals with disabilities; and

WHEREAS, Texas Transportation Code Chapter 455 authorizes the State to assist the Transit Provider in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code Chapter 456; and

WHEREAS, the U.S. Secretary of Transportation approved the State's request for funding; and

WHEREAS, the Governor of the State of Texas has designated Texas Department of Transportation to receive federal funds under the Section 5310 grant program; and

WHEREAS, the Transit Provider submitted a Fiscal Year 2014 Grant Application, Part I (GA Part I) (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number **113930**; and

WHEREAS, the Transit Provider must execute a GA Part I (if applicable) and a Fiscal Year Grant Application, Part II (GA Part II) each fiscal year grant period for consideration for new state and federal grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Transit Provider and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA;

NOW THEREFORE, the State and the Transit Provider agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on **September 1, 2014** whichever is later. This PGA shall remain in effect until **December 31, 2015**, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Transit Provider has submitted the GA Part I (if applicable) and the GA Part II (federal funds only) to the State. The time period of this PGA cannot be extended past the MGA, without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

- A.** The Transit Provider shall complete the public transportation project described in the GA Part I, the Attachment A - Approved Project Description, and the Attachment B – Project Budget. Attachments A and B are attached to and made a part of this agreement. The Transit Provider shall complete the project in accordance with all of the documents associated with the MGA and with all applicable federal and state laws and regulations.
- B.** If applicable, the Transit Provider shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Transit Provider shall publicly open all bids or privately review proposals. The Transit Provider shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Transit Provider shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is **\$ 99,716 and 0** Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the GA Part I, Attachment A, and Attachment B - Master Budget Page.

The original and one copy of the invoice are to be submitted to the following address:

**Texas Department of Transportation
Attn: Bolivar Bolanos
Public Transportation Coordinator
P.O. Box 29928
San Antonio, Texas 78229-0928**

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in Article 1, Grant Time Period.

ARTICLE 5. INCORPORATION OF MGA PROVISIONS.

This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

ARTICLE 6. SIGNATORY WARRANTY

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Transit Provider in duplicate.

THE TRANSIT PROVIDER

Signature

Carlos Villarreal

Typed, Printed, or Stamped Name

City Manager

Title

Date

THE STATE OF TEXAS

Signature

Bolivar Bolanos

Typed, Printed, or Stamped Name

Public Transportation Coordinator

Title

Date

List of Attachments

A - Approved Project Description

B - Project Budget

ATTACHMENT A APPROVED PROJECT DESCRIPTION

Required Project Description Statements:

Per Texas Administrative Code 31.17: Failure to expend funds in a timely manner may cause the department to terminate the grant and re-award the unobligated balance to another project.

Transit provider shall comply with Article 13 of the Master Grant Agreement requiring procurement and project milestones / quarterly progress reports. Within 30 days of PGA execution, the subrecipient will provide the TxDOT Public Transportation Coordinator with a project milestone plan that delineates fund expenditures throughout the contract period.

TxDOT's goal for DBE Participation in public transportation projects for fiscal years 2015 - 2017 is 4.57 percent of funds expended in U.S. Department of Transportation, Federal Transit Administration (FTA) assisted contracts. This is not a contract specific goal but is the goal for annual DBE participation for FTA funds. The full definition of DBE program requirements is found in Article 16 of the Master Grant Agreement.

ATTACHMENT B PROJECT BUDGET

[Insert Budget Page]

ATTACHMENT A APPROVED PROJECT DESCRIPTION

The Laredo Transit (El Metro) has been providing public transportation services since 1975. The residents and visitors that ride El Metro are mainly transit dependent and low-fixed income. The purpose for these daily trips includes employment, shopping, school, doctor appointments, and visiting friends and family. El Metro currently is providing city-wide bus service on 22 fixed routes - 363 days of the year. The estimated annual ridership is expected to reach 3.2 million in 2014.

The grant funds will be used to assist for operations and preventative maintenance expenditures for approximately 2,000 trips beyond the normal service hours. Briefly, the LTMI annual budget is approximately \$13.6 million. Even though the bus system has been providing efficient and effective public transit services for almost 38 years there has been tremendous growth in Laredo. Twenty percent of the budget goes to operating the Paratransit Service with 54,000 riders a year and also operates the same hours of service as fixed route. As a result, it is imperative that we continue investing in our transportation infrastructure by requesting state and federal funding to financially assist with the operating and preventive maintenance for Laredo's transit system- El Metro. The proposed project will be helping tremendously by allowing those riders that depend with El Metro's El Lift van service to be transported to the local Dialysis Centers for treatment beyond the normal bus service hours exceeding the minimum requirement of the American with Disabilities Act.

The City of Laredo assures the grant funds will be spent within the agreement term as stated in Article two (2). The projected timeline to spend the grant funds is May 2015 and no later than December 31, 2015.

In addition, the City of Laredo and Laredo Transit will include the federal DBE requirements in the bid package for any fleet parts procured within the term of this contract.

Required Project Description Statements:

Per Texas Administrative Code 31.17: Failure to expend funds in a timely manner may cause the department to terminate the grant and re-award the unobligated balance to another project.

Transit provider shall comply with Article 13 of the Master Grant Agreement requiring procurement and project milestones / quarterly progress reports. Within 30 days of PGA execution, the subrecipient will provide the TxDOT Public Transportation Coordinator with a project milestone plan that delineates fund expenditures throughout the contract period.

TxDOT's goal for DBE Participation in public transportation projects for fiscal years 2015 - 2017 is 4.57 percent of funds expended in U.S. Department of Transportation, Federal Transit Administration (FTA) assisted contracts. This is not a contract specific goal but is the goal for annual DBE participation for FTA funds. The full definition of DBE program requirements is found in Article 16 of the Master Grant Agreement.

FY 2015 Budget (Attachment B)
SUBRECIPIENT: Laredo, City of
TxDOT PROJECT NO: ED 1504 (22) 09
PGA: 51522F7127
TERMINATION DATE: 12/31/2015

				Final Apportionment (MO 113930)			
District	Description	ALI	Item	Total	Federal	Local	TDC
	PM	11.7A.00	1	\$ 124,645	\$ 99,716	\$ 24,929	-
				\$ -	\$ -	\$ -	-
				\$ -	\$ -	\$ -	-
				\$ -	\$ -	\$ -	-
			Total:	\$ 124,645	\$ 99,716	\$ 24,929	-

District	Description	ALI	Item	Total	Federal	Local	TDC
				\$ -	\$ -	\$ -	-
				\$ -	\$ -	\$ -	-
				\$ -	\$ -	\$ -	-
				\$ -	\$ -	\$ -	-
			Total:	\$ -	\$ -	\$ -	-

				Total Apportionment			
District	Description	ALI	Item	Total	Federal	Local	TDC
	PM	11.7A.00	1	\$ 124,645	\$ 99,716	\$ 24,929	-
				\$ -	\$ -	\$ -	-
				\$ -	\$ -	\$ -	-
				\$ -	\$ -	\$ -	-
			Total:	\$ 124,645	\$ 99,716	\$ 24,929	-

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

Page 1 of 2

ALL Districts

The Texas Transportation Commission (commission) takes special note of its designation by the governor as the administering agency for the Federal Transit Administration (FTA) grant program, "Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities" (49 U.S.C. §5310), in a letter dated October 4, 2005; and further acknowledges that federal program regulations require the Texas Department of Transportation (department) to ensure that grant funds are distributed fairly and equitably within the state.

Awards to transit operators are calculated in accordance with the formula in Title 43, Texas Administrative Code (TAC), §31.31. Projects are recommended at the district level following a consultation process with local parties, including any existing Metropolitan Planning Organizations, and a local planning and development process. The department selects the final projects and award amounts for funding.

Projects also meet the requirements of inclusion in a coordinated transportation plan as required in 49 U.S.C. §5310, and administered through the provisions of Transportation Code, Chapter 461. Project recipients recommended for award are described in Exhibit A which includes funding for transit vehicles, information technology, preventive maintenance, purchase of service, and transit operations.

The commission recognizes that state and federal law permits the substitution of Transportation Development Credits (TDC) as the required non-federal match for projects. Title 43 TAC §5.109 establishes a process by which TDC may be awarded at the discretion of the commission.

In making the TDC award, the commission has considered the potential of the projects to expand the availability of funding for public transportation projects and finds that the projects meet the established program goals set forth in 43 TAC §5.102 to support public transit.

The commission finds that the projects in Exhibit A are eligible for funding and awards a total of \$7,244,098 in federal funds and 1,420,000 in TDC.

The commission also finds that the projects in Exhibit B are eligible for funding and awards a total of \$115,716 in federal funds.

Transportation Code, Chapter 455, assigns a broad spectrum of public transportation roles and missions to the department.

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

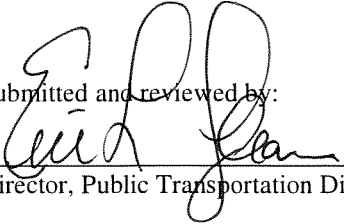
Page 2 of 2

ALL Districts

Transportation Code, Chapter 456, authorizes the commission to administer funds appropriated for public transportation.

IT IS THEREFORE ORDERED by the commission that the executive director or the director's designee is directed to proceed with the awards as described in Exhibits A and B, submit the necessary state application to FTA, and enter into the necessary contracts for the FY 2014 program of projects.

Submitted and reviewed by:



Director, Public Transportation Division

Recommended by:



Executive Director

113930 MAY 29 14

Minute
Number

Date
Passed

EXHIBIT A
FEDERAL §5310
FISCAL YEAR 2014 PROGRAM of PROJECTS
FOR THE SMALL URBAN AND RURAL AREAS

Transit Operators	Federal Total
Abilene, City of	\$185,000
Alamo Area Council of Governments	96,750
Ark-Tex Council of Governments	315,000
Aspermont Small Business Development Center, Inc	47,500
Bastrop County Emergency Food Pantry and Support Center	6,500
Bee County Community Action Agency	46,579
Bluebonnet Trails Community MHMR Center	62,500
Brazos Transit District	430,663
Capital Area Rural Transportation System (CARTS)	170,000
Central Texas Rural Transit District	101,887
Coastal Bend Center for Independent Living	15,000
Colorado Valley Transit, Inc	222,000
Community Services, Inc.	140,000
Concho Valley Transit District	224,348
Del Rio, City of	50,313
East Texas Council of Governments	298,495
Golden Crescent Regional Planning Commission	255,191
Greater Randolph Area Service Program Inc. (GRASP)	38,200
Gulf Coast Center	150,000
Heart of Texas Council of Governments	70,000
Hill Country Transit District	270,000
Houston Kiddie Express Transit Service	148,909
Jim Hogg County	8,000
Longview, City of	81,932
Lower Rio Grande Development Council	45,164
Metrocrest Services	20,000

EXHIBIT A
FEDERAL §5310
FISCAL YEAR 2014 PROGRAM of PROJECTS
FOR THE SMALL URBAN AND RURAL AREAS

Transit Operators	Federal Total
Montgomery County Committee on Aging dba The Friendship Center	172,000
Mounting Horizons	120,000
NDMJ Ltd Transportation	120,000
Odessa, City of	123,204
Panhandle Community Services	76,770
Panhandle Independent Living Center	112,067
Public Transit Service	30,000
Rural Economic Assistance League, Inc	238,330
Rolling Plains Management Corporation	227,665
Senior Center Resources and Public Transit, Inc.	44,000
Smith County	93,000
South Padre Island, City of	220,000
South Plains Community Action Association	199,091
Southeast Texas Regional Planning Commission	340,000
Southwest Area Regional Transit District	156,500
SPAN, Inc.	30,000
Star Transit	30,000
Starr County	56,132
Texoma Area Paratransit System, Inc.	475,012
The Transit System, Inc	96,104
Tyler, City of	180,676
University of Texas Health Science Center at Tyler	96,000
Waco, City of	200,000
Webb County Community Action Agency	37,400
West Texas Opportunities, Inc.	262,216
Zapata County	8,000
Total Programmed	\$7,244,098

EXHIBIT B
FEDERAL §5310
FISCAL YEAR 2014 PROGRAM of PROJECTS
FOR THE LAREDO URBANIZED AREAS

Urbanized Area	Federal Total
Laredo	
Border Area Nutrition Council	\$16,000
City of Laredo	99,716
Total Programmed	\$115,716

RESOLUTION NO. 2014-RT-04

AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FEDERAL-ENHANCE MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROJECT GRANT AGREEMENT #51522F7127 IN THE AMOUNT OF \$99,716.00. THIS GRANT REQUIRES A 20% LOCAL MATCH OF \$24,929.00 FOR A TOTAL OF \$124,645.00 TO BE USED FOR CAPITAL PREVENTIVE MAINTENANCE EXPENDITURES FOR THE EL LIFT PARATRANSIT DEPARTMENT.

WHEREAS, the Texas Transportation Code 455 authorizes the State of Texas to assist the Transit Provider in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code Chapter 456; and

WHEREAS, the State of Texas, acting through the Texas Department of Transportation, is prepared to award a grant to the City of Laredo, as authorized by 49 United States Code Section 5310 in the maximum amount of \$99,716.00 for Fiscal Year 2015; and

WHEREAS, the City of Laredo, is prepared to receive the grant award as approved in by the Texas Transportation Commission by Minute Order Number **113930** in the amount of \$99,716.00 for public transportation use for Fiscal Year 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AND THE MAYOR OF CITY OF LAREDO THAT:

Section 1. The City Manager is authorized to accept and execute the Texas Department of Transportation Section 5310 Federal-Enhanced Mobility of Seniors and Individuals with disabilities Project Grant agreement #51522F7127 in the amount of \$99,716.00.

Section 2. The City Manager is authorized to execute all necessary documents relating to the grant funds.

Section 3. The grant funds shall be deposited in the City of Laredo Transit Fund. A 20% local match is required in the amount of \$24,929.00.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2014.**

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY _____
RAUL CASSO
CITY ATTORNEY