CITY OF LAREDO CITY COUNCIL MEETING

A-2015-R-13
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
AUGUST 17, 2015
5:30 P.M.



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 3, 2015.

V. COMMUNICATIONS AND RECOGNITIONS

Recognitions

a. Recognizing Pamela Rosas for being the first Laredoan to play in the Texas Girls Coaches Association Red-Blue All-Star game. Ms. Rosas was part of the United High School Softball Team coached by Javier Morin.

Citizen comments

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

VI. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

a. Re-appointment by Council Member Charlie San Miguel of Commissioner Jerry Perez to the Municipal Civil Service Commission which is set to expire on September 3, 2015.

VII. PUBLIC HEARINGS

1. 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 2, Block 2, Junction Park, Phase 1, located at 815 Avenida Los Presidentes; providing for publication and effective date.

Staff supports the application and Planning and Zoning Commission recommends approval of the Conditional Use Permit. **District I**

2. Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 21.07 acres, as further described by metes and bounds in attached Exhibit "A", located South of Soria Drive and West of Ejido Avenue, from R-3 (Mixed Residential District) to R-1MH (Single Family Manufactured Housing 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 I

3. Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.5 acres, as further described by metes and bounds in attached Exhibit "A", located west of Ejido Avenue and south of San Nicolas Drive, from R-3 (Mixed Residential 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 I**

4. Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2 and 3, Block 1, San Isidro Southwest Subdivision, Phase VI, located north of San Isidro Parkway and west of Hospitality Drive, from B-4 (Highway 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 VI**

5. Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 5, Block 253, Eastern Division, located at 419 Lane Street, from B-1 (Limited Business District) to R-3 (Mixed Residential District); providing for publication and effective date.

Staff supports the application and Planning and Zoning Commission recommends approval of the zone change. **District III**

6. Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 3, out of 12 acre tract out of Porcion 31, Unit 1, El Rancho Subdivision, located at 313 Rancho Grande Drive, from R-3 (Mixed Residential District) to B-3 (Community Business District); providing for publication and effective date.

Staff does not support the application and Planning and Zoning Commission recommends denial of the zone change. The applicant has since exercised the right to appeal this decision directly to City Council. **District II**

7. Public hearing for the adoption of a tax rate of \$0.637000 per \$100 value for the Tax Year 2015. The tax rate will provide revenue for the general fund and debt service. The rate includes \$0.493751 per \$100 value for Maintenance and Operation and \$0.143249 per \$100 value for Sinking Fund of the Debt Service and is estimated to generate a tax levy of \$75,067,226. The City Council is scheduled to vote on the tax rate on September 15, 2015 at 12:00 Noon and September 21, 2015 at 5:30 PM at City Council Chambers located at 1110 Houston.

(Recess) (Press Availability)

VIII. INTRODUCTORY ORDINANCES

- 8. Amending Chapter 21, Article I, Offenses and Miscellaneous Provisions to include: §21-7, Prohibited Uses of Public Fountains, prohibiting the use of public fountains for any purpose other than viewing prohibited purposes to include, without limitation, bathing, swimming, wading, or otherwise getting into the fountain, either by persons or animals, altering the water quality by placing in any matter soap, detergents, or any other additives, or taking water for any purpose; providing a maximum fine of \$500.00; severability; and effective date and publication.
- 9. Authorizing the City Manager to execute a lease agreement with St. Patrick's Church for a parcel of land consisting of approximately 3,455 square feet and being out of the right-of-way at Del Mar Blvd. and Fenwick Dr. north of Lot 721, Block 44 Section 2-A, Area "C", Del Mar Hills Subdivision, in the City of Laredo, Webb County, Texas. The new lease terms include a five (5) year initial term with a five (5) year renewal option at a lease rate of \$80.00 dollars per month. (Approved by Operations Committee).

IX. FINAL READING OF ORDINANCES

10. 2015-O-095 Authorizing the City Manager to sign and execute the Standard Utility Agreement, the attachment "E" (ROW-U-JUAA), the attachment "H" including the affidavits, Statement Covering Utility Work (ROW-U-48) attached hereto, between the City of Laredo (City) and the Texas Department of Transportation (TxDOT) in the estimated amount of \$1,816,058.30 for the TxDOT Utility Relocations Loop 20 & Clark from Kansas City Railroad to US 59 and to amend the City of Laredo 2014 Water Revenue Bond and 2014 Sewer Revenue Bond Annual Budgets by

appropriating revenues and expenditures in the estimated amount of \$1,234,943.27 and \$581,115.03, respectively. The State will make payment to the City, upon completion of the relocation and upon receipt of final billing in the amount of 90% of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment (10%) totaling the reimbursement amount found eligible to the State. **AS AMENDED**.

2015-O-100 Amending Chapter 19, Motor Vehicles and Traffic, Article VIII, Stopping, Standing or Parking, of the Code of Ordinances of the City of Laredo by specifically amending Section 19-362 (d), City owned parking lot rates and hours of operation, clarifying boundaries for (\$40.00) downtown employees only monthly parking rate to be located within the area bounded by Matamoros on the north, Water on the south, San Bernardo on the east and Santa Maria on the west and adding Section 19-362 (e) establishing a monthly parking rate of \$100.00 per parking space for parking lot acquired on Victoria and Juarez, and to provide for severability, publication and effective date. **AS AMENDED.**

2015-O-101 Amending Chapter 21, Offenses and Miscellaneous Provisions; Article V, Alarm Systems; of the Code of Ordinances providing clarifications on definitions; exempting federal, state, and county government buildings; amending the classification for alarm permits and fees for alarm permits and false call notifications; establishing new regulations and fees for alarm notification on non-permitted sites; allowing provisions for series of false call notifications originating from a common cause; allowing for the designation of a person authorized to sign complaints for violations of this article; providing for publication and an effective date. **AS AMENDED.**

Major Ordinance Changes	Reason for change
Included the exemption of Federal, State, and County Government Buildings. (Currently only exempt City)	The majority of the surveyed cities exempt Federal, State, County and City Government Buildings.
Changed Permit Type from Burglary or Panic to Residential or Non-Residential.	All of the cities surveyed had permit type of Residential or Non-Residential (Commercial)
Change Permit Annual Fee from Burglary (\$15) With Panic (\$30) to Residential (\$40) Commercial (\$60).	These new fees would place us in the median level of fees assessed by the 19 cities surveyed.

Changed Over 65 Residential from Exempt to a reduced annual permit fee of \$25 if they do not meet US Federal Poverty Guidelines and exempting Over 65, Veterans, and Disabled who do meet the US Federal Poverty Guidelines. Added an exemption for a victim of domestic violence.

Of the cities surveyed only two gave an exemption. The \$25 is the median of what all cities assess. (Range from 0 to \$50)

Changed False Call Notifications as follows: Burglary from 6+ @ \$50 to 4 & 5 @ \$50; 6 &7 @ \$75; 8+ @ \$100.

8+ @ \$100.
Panic Fire from 3+ @ \$75 to 2+
@ \$100. Panic Robbery &
Medical from 4+ @ \$75 to 2+ @
\$100.

These fees will be in-line with what the majority of the other cities are assessing. In fact, 13 of the 19 have what we are recommending.

Change the past practice of exempting OVER 65 False Call Notifications to charging OVER 65, as noted above.

Of the Cities surveyed, none exempt Over 65 from false call fees.

Added language to require alarm companies to verify that subscribers are getting the alarm permit before company installs the alarm system. Also requires alarm companies to report information on active alarm subscribers. (This will allow us to bill false calls on non-permitted sites, as follows:

Burglary \$100 each

Currently, we do not require subscribers to verify that permit was obtained prior to installation of equipment and we do not require the alarm company to report subscriber information. This information will help in the assessment of false call fees (non-subscribers), validation of customer responses, and make information available to police and fire.

Authorize Tax Assessor Collector to designate a person to have authority to sign complaints for violations of this article.

Panic \$200 each

Currently, the Tax Department fills out the Citation and Police Department reviews and signs.

2015-O-102 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a parking lot on Lots 1, 3 and 5, Block 481, Eastern Division,located at 4317 and 4319 Marcella Avenue; providing for publication and effective date. **AS AMENDED.** District IV

2015-O-103 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a parking lot on Lot 10, Block 481, Eastern Division, located at 306 East Eistetter Street; providing for publication and effective date. **AS AMENDED.** District IV

2015-O-104 Amending Ordinance No. 2001-O-222, which previously authorized the City Manager to convey fee simple title of the surface only of the 1300 block of South Urbahn in three parcels designated as A,B, & C to the abutting property owners, to rescind the conveyance of Parcel C given that it did not materialize; and further authorizing the City Manager to convey fee simple title of the surface only of Parcel C and an additional 7,290.16 sq.ft out of South Urbahn Avenue between Bismark Avenue and the East Right-of Way line of South Meadow to the new abutting property owner Jesus G. Chapa at the Fair Market Price of \$29,200.00, and providing for effective date.

2015-O-105 Authorizing the City Manager to accept and execute contracts from the Department of State Health Services (DSHS) and amending the FY 2015-2016 City of Laredo Health Department (CLHD) budget by appropriating revenues and expenditures in the amount of \$420,658.00 for a total of \$1,944,210.00 for the continuation of the City of Laredo Health Department's Office of Public Health Practices (OPHP) Services which includes Disease Control, Food Safety, Zoonosis and Local Public Health System support, the Immunizations Prevention Program and HIV Prevention Program for the term period from September 1, 2015 through August 31, 2016.

2015-O-106 Authorizing the City Manager to enter into a forty (40-year) Lease Agreement with Rio Bravo Hangar, LLC, as LESSEE to construct a Hangar of approximately 20,000 sq. ft., on an approximate 1.46-acre or 63,597.60 square foot tract of aeronautical use land at the Laredo International Airport. The appraised Fair Market Annual Rent (FMR) shall be \$30,527.00 and shall be adjusted annually by changes in the Consumer Price Index and at each ten (10) year anniversary by appraisal of the leased premises excluding improvements; providing for effective date.

2015-O-107 Amending Chapter 19, Motor Vehicle and Traffic, Article VIII, Stopping, Standing or Parking, of the Code of Ordinances, City of Laredo: Specifically adding Section19-364 (17) which establishes the South side of the 2100 block of Ash Street, between Buena Vista Avenue and Bartlett Avenue., as a "No Parking Anytime/Tow Away" Zone; providing severability and for an effective date and publication.

2015-O-108 Designating as a one-way eastbound on the 2100 block of Ash Street, between Buena Vista Avenue and Bartlett Avenue; during the peak hours of 7:45 A.M. to 8:45 A.M. and 4:00 P.M. to 5:00 P.M., Monday thru Friday, during school days for J. W. Nixon High School, providing for the installation of appropriate signs to indicate one-way traffic; and providing for publication and effective date.

X. RESOLUTIONS

- 11. **2015-R-66** Authorizing City Manager to accept a grant award in the amount of \$90,970.00 from the Texas Department of Transportation for Enforcement of Comprehensive Selective Traffic Enforcement Program. The City of Laredo will be required to match \$37,936.10 for the total grant amount of \$128,906.10. The grant period will begin October 1, 2015 and runs through September 30, 2016. This grant is for overtime salaries. **(Approved by Operations Committee).**
- 12. <u>2015-R-67</u> Authorizing City Manager to accept a grant in the amount of \$53,308.00 from the Texas Department of Transportation for Enforcement of Commercial Motor Vehicle Selective Traffic Enforcement Program. The City of Laredo will be required to provide a match in the amount of \$21,889.42 for a total amount of \$75,197.42. This grant is for overtime salaries. The grant period will begin October 1, 2015 and runs through September 30, 2016. (Approved by Operations Committee).
- 13. <u>2015-R-69</u> Authorizing the City Manager to accept and execute a contract amendment from the Texas Department of State Health Services (DSHS) for an additional award and match of \$40,775.00 and \$8,155.00 respectively, for a total award amount of \$195,719.00 for the City of Laredo Health Department (CLHD) Tuberculosis Prevention & Control/Federal Program and revises the term to September 1, 2014 through December 31, 2015. (Approved by Operations Committee).

XI. MOTIONS

14. Consideration for approval to award a construction contract to the lowest bidder ALC Construction, Inc., Laredo, Texas, in the amount of \$111,608.00 for the CDBG Roberto Llano Track Improvements with a construction contract time of sixty (60) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project

is scheduled for November 2015. Funding is available in the CDBG – 40th Action Year. **(Approved by Operations Committee).**

- 15. Consideration for approval of the Laredo International Airport General Aviation Apron Reconstruction Phase 8 and Terminal Apron Rehabilitation as complete; approval of change order No. 4, a decrease of \$65,858.50 for the balance of quantities actually constructed in place, release of retainage and approval of final payment in the amount of \$256,104.45 to Reim Construction, Inc., Mission, Texas. Final construction contract amount is \$5,122,089.00. Funding is available in the Airport Construction Fund. (Approved by Operations Committee).
- 16. Consideration to ratify the approval/issuance of an emergency purchase order by the City Manager in the amount \$123,200.00 to Rafter P. Transport of Floresville, Texas to provide hauling and disposal services of approximately 1,925 cubic yards of wastewater bio-solids from the City of Laredo South Wastewater Treatment Plant to the Maverick County and the San Antonio, Texas BFI Landfills. Funding is available in the Sewer Fund Wastewater Treatment Division. (Approved by Operations Committee).
- 17. Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of July 2015, represent a decrease of \$18,191.76. These adjustments are determined by the Webb County Appraisal District and by court orders.
- 18. Consideration and action on the selecting a consultant to prepare the City of Laredo's Comprehensive Plan as solicited under Request for Qualifications: City's Comprehensive Plan FY 15-054.
- 19. Authorizing the City Manager to enter into a Development Participation Agreement with D&J Alexander Management, LP for the construction of the Bartlett Ave. extension between University Blvd. and Del Mar Blvd.

XII. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

20.

A. Request by Mayor Pete Saenz

- 1. Presentation by Francis "Pancho" Averill, Jr., Chairman of the Board of Adjustment.
- 2. Discussion with possible action to seek Requests for Qualifications (RFQs) for retaining Bond Counsel for the purpose of providing legal services pertaining to the issuance of municipal bonds and any other debt instruments authorized by the City, including grants/loans. To qualify, a firm must include a licensed tax attorney on staff. (Co-Sponsored by Council Member Alejandro "Alex" Perez and Council Member George Altgelt).
- 3. Status report on the Kansas City Southern (KCS) on the "Secure Border Railroad Corridor" program.

B. Request by Council Member Esteban Rangel

1. Discussion with possible action on how many spaces are available at the Cemetery; as well as, the Catholic Cemetery.

C. Request by Council Member Alejandro "Alex" Perez

- 1. Request for information on field modifications at Slaughter Park, with possible action.
- 2. Status update on Slaughter Park project, with possible action.
- 3. Status update and timeline on Santa Rita Park stairs accessing the park from the library, with possible action.
- 4. Status update on request for clarification/modification of Neighborhood Empowerment Zone (NEZ) guidelines, with possible action.

D. Request by Mayor Pro-Tempore Juan Narvaez

- 1. Discussion with possible action on having the Council appointed committees make presentations to Council to keep them abreast on the progress made. (Co-Sponsored by Council Member Esteban Rangel).
- 2. Update with possible action on the joint partnership between Webb County and the City on the Fernando Salinas Community Center,

adjacent to the City of Laredo Health Department.

E. Request by Council Member George Altgelt

- Status report from the Regional Mobility Authority (RMA) on the Vallecillo Road Project.
- 2. Request for a status update on the engineering work for Reuthinger section of the Hachar Parkway.
- 3. Request for a resolution from City Council to make alleviating the Mines Road traffic issue a priority for the City of Laredo.
- 4. Discussion with possible action to direct the City Manager to enter into a written Memorandum of Understanding with the County for purposes of financing the Hachar Parkway Project.

F. Request by Council Member Roberto Balli

1. Discussion with possible action on the Downtown Tax Increment Reinvestment Zone (TIRZ).

XIII. 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.

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

21. <u>2015-RT-02</u> Authorizing the City Manager to Accept and Execute a grant application with the Federal Transit Administration (FTA) in the amount of \$2,721,847.00 for Fiscal Year 2015 Section 5307 Urbanized Area Authorized under the Moving Ahead For Progress in the 21st Century Act (MAP-21) to be used for Operating Assistance in the El Metro Operations fund. This is only a "Partial Apportionment" which the remaining grant balance of the total estimated \$3.3 million will be awarded in the near future. (Approved by Operations Committee).

XV. 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 12, 2015 at 6:45 p.m.

Gustavo Guevara, Jr. City Secretary

Public Hearings (also Intro Ord) 1.

City Council-Regular

Meeting Date: 08/17/2015

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Melba Urdiales Ortiz and Jesus Rodolfo Ortiz Jr., Owners

Staff Source: Nathan R. Bratton

SUBJECT

<u>Public hearing and introductory ordinance</u> amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lot 2, Block 2, Junction Park, Phase 1, located at 815 Avenida Los Presidentes; providing for publication and effective date.

Staff supports the application and Planning and Zoning Commission recommends approval of the Conditional Use Permit. **District I**

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: I – The Honorable Rudy Gonzalez, Jr. Proposed use: Amusement Redemption Machine Establishment Site: The site is currently occupied by a commercial structure and a private pool. Surrounding land uses: North of the site across Jaime Zapata Memorial Hwy., are vacant land and Dr. Ike's. East of the site is more vacant land. South of the site is Los Presidentes Subdivision a single family residential subdivision. West of the site are Shell Gas Station, a car wash, a vacant commercial building, Dr. Francisco Cervantes Medical Plaza and Los Presidentes residential subdivision. Abutting the property is Moreno's Kwik stop # 3 (meat market and gas station) to the north, and Palacio de Los Presidentes (special events center) to the south. Comprehensive Plan: The Comprehensive Plan identifies this site as Light Commercial to the north and south; east and west of the site are designated Medium Density Residential. Transportation Plan: The Long Range Thoroughfare Plan identifies Avenida Los Presidentes as a Major Collector and Jaime Zapata Memorial Hwy., as an Expressway. Letters sent to surrounding property owners: 14 In Favor: 2 Opposed: 1

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 8 to 0 vote, recommended approval of the Conditional Use Permit.

STAFF RECOMMENDATION

Staff supports the Conditional Use Permit. 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 state that, "Applications for properties currently zoned B-1, B-1R, CBD, B-3, or B-4, may only seek conditional status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1 of higher intensity." Staff supports the proposed Conditional Use Permit for the following reasons: 1. The property abuts businesses which face the commercial corridor along Jaime Zapata and fronts Avenida Los Presidentes. 2. The property meets the distance requirement from residential districts and residential uses. 3. The property has sufficient parking for between 49 and 100 maguinitas. Staff supports the Conditional Use Permit at this location and recommends the following provisions be attached: 1. The C.U.P. shall be issued to Melba Urdiales Ortiz and Jesus Rodolfo Ortiz, Jr., and is nontransferable. 2. The C.U.P. is restricted to an amusement redemption machine establishment with operating hours from 10:00 a.m. through 2:00 a.m. from Monday through Sunday and as further described in letter, Exhibit "A", which is made part hereof for all purposes. 3. The C.U.P. is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes. 4. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited. 5. Banners and window signs are prohibited. 6. Signage is limited to that allowed in a B-3 District. 7. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code; at a minimum forty-two (42) regular spaces and two (2) ADA-compliant spaces shall be required. 8. Off-site parking is prohibited. 9. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code. 10. Owner shall provide an opaque fence of wall of not less than seven feet in height along all side or rear property lines which abut of adjoin residential property or zoning district, in compliance with Section 24.79 of the Laredo Land Development Code. 11. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods. 12. 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. 13. Hours of operation shall be from 10:00 a.m. to 2:00 a.m., Monday through Sunday. 14. The number of machines shall be limited to 100 machines Building "A" only. 15. The sale and consumption of alcohol on premises is prohibited. 16. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties. 17. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required. 18. Applicant shall have restricted access to building "A" through the north entrance. Main and only access to building "A" shall be through the north entrance of building "A" from the parking lot to the north. No access to building "A" shall be permitted through the west.

Fiscal	Impact
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Fiscal Year: Bugeted Y/N?: **Source of Funds:**

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance ZC-52-2015

Exhibits A & B - ZC-52-2015

Zoning Map

Zoning Overview Map

Future Land Use Map

Aerial Map

Distance Requirements Map

Survey Map

200' Notification Map

ORDINANCE NO. 2015-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 2, BLOCK 2, JUNCTION PARK, PHASE 1, LOCATED AT 815 AVENIDA LOS PRESIDENTES; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for an Amusement Redemption Machine Establishment on Lot 2, Block 2, Junction Park, Phase 1, located at 815 Avenida Los Presidentes; 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 16, 2015; and,

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

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

WHEREAS, the City Council has held a public hearing on August 17, 2015, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Conditional Use Permit for an Amusement Redemption Machine Establishment on Lot 2, Block 2, Junction Park, Phase 1, located at 815 Avenida Los Presidentes.

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

1. The C.U.P. shall be issued to Melba Urdiales Ortiz and Jesus Rodolfo Ortiz, Jr., and is nontransferable

- 2. The C.U.P. is restricted to an amusement redemption machine establishment with operating hours from 10:00 a.m. through 2:00 a.m., Monday through Sunday and as further described in letter, Exhibit "A", which is made part hereof for all purposes.
- 3. The C.U.P. is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
- 4. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
- 5. Banners and window signs are prohibited.
- 6. Signage is limited to that allowed in a B-3 District.
- 7. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code; at a minimum forty-two (42) regular spaces and two (2) ADA-compliant spaces shall be required.
- 8. Off-site parking is prohibited.
- 9. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
- 10. Owner shall provide an opaque fence of wall of not less than seven feet in height along all side or rear property lines which abut of adjoin residential property or zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
- 11. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
- 12. 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.
- 13. Hours of operation shall be from 10:00 a.m. to 2:00 a.m., Monday through Sunday.
- 14. The number of machines shall be limited to two hundred (200) machines building "A", only.
- 15. The sale and consumption of alcohol on premises is prohibited.
- 16. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
- 17. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
- 18. Applicant shall have restricted access to building "A" through the north entrance. Main and only access to building "A" shall be through the north entrance of building "A" from the parking lot to the north. No access to building "A" shall be permitted through the west.

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

<u>Section 4</u>: 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 THI DAY OF, 2015.	3
PETE SAENZ	
MAYOR	
ATTEST:	
GUSTAVO GUEVARA, JR.	
CITY SECRETARY	
A DDD OVED AC TO FORM.	
APPROVED AS TO FORM: RAUL CASSO	
CITY ATTORNEY	
KRISTINA K. LAUREL HALE	
ASSISTANT CITY ATTORNEY	

NARRATIVE FOR C.U.P.

Our request for a C.U.P. is for a Entertainment Amusement Center with about 100 more or less entertainment machines whichever is allowed with operating hours of 10 am.- 2 am. Days Monday through Sunday. We will have four employees. We expect to have no more than 30 vehicles but, premises will have more than adequate parking spaces.

Owners

George Rodri

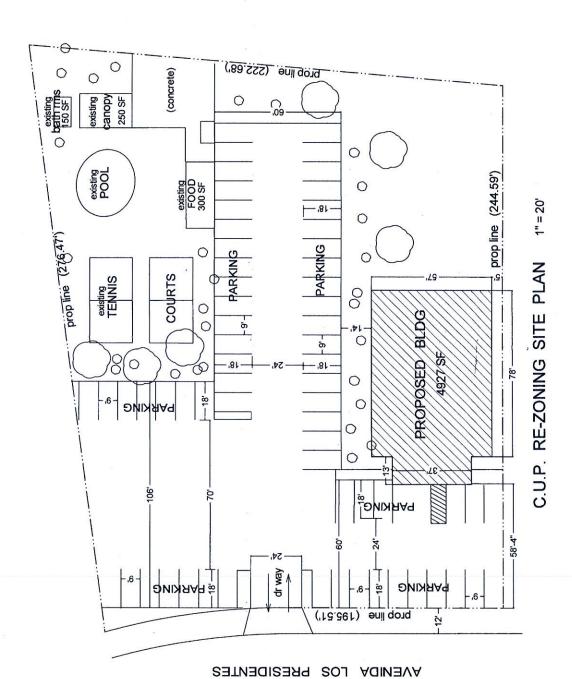
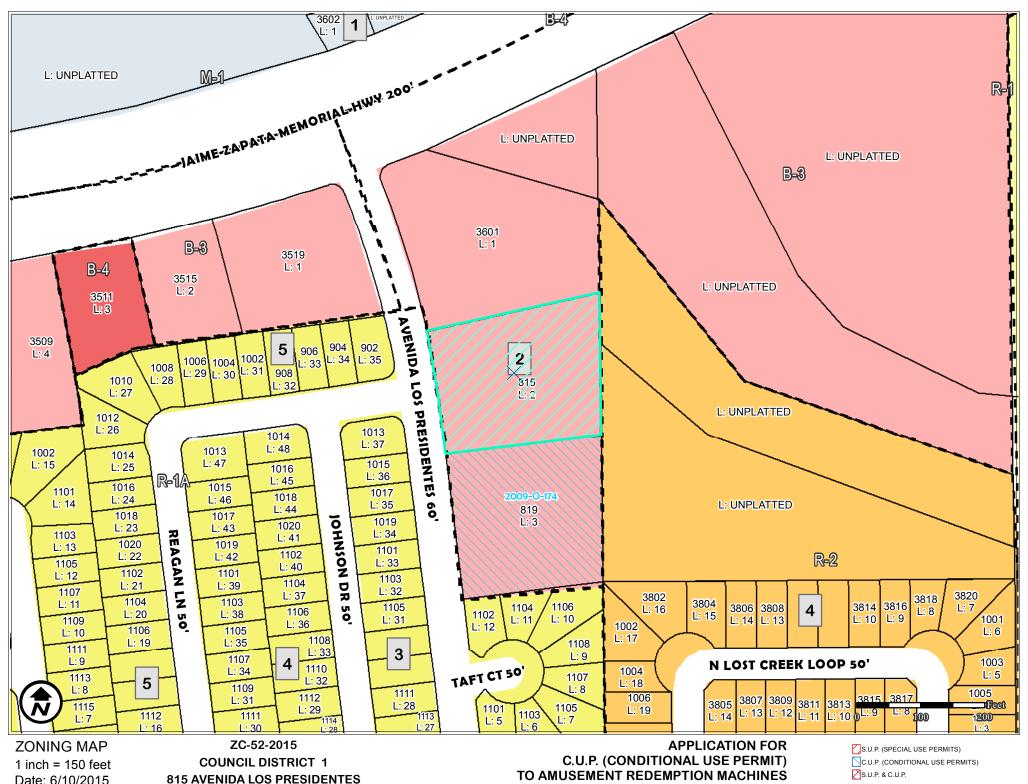
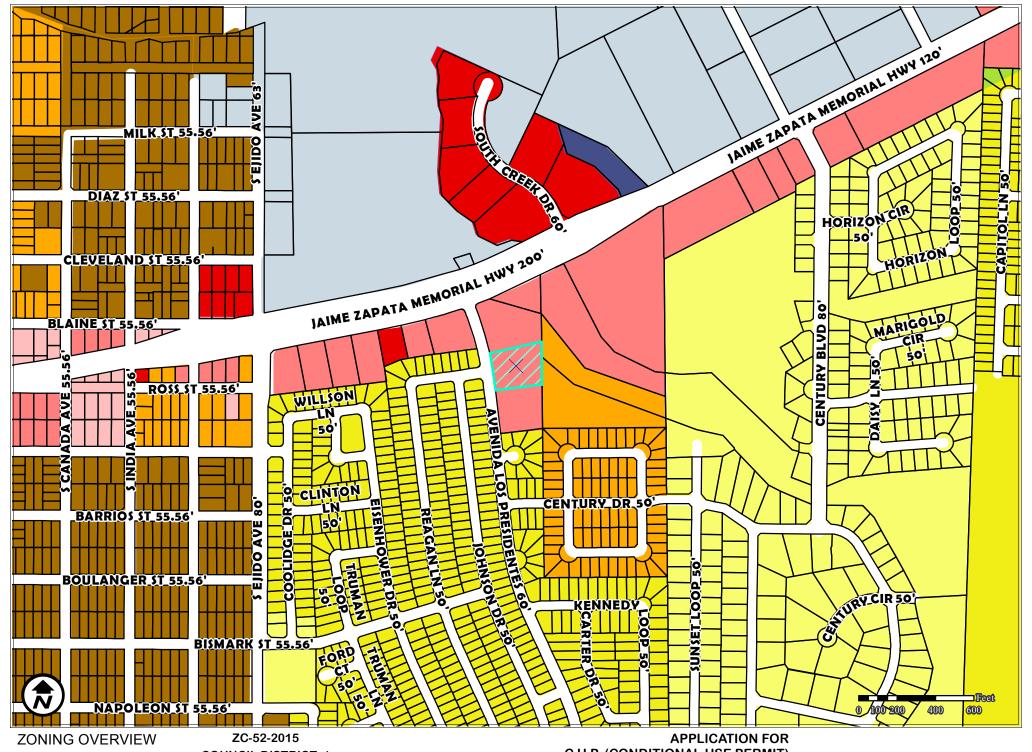


Exhibit B



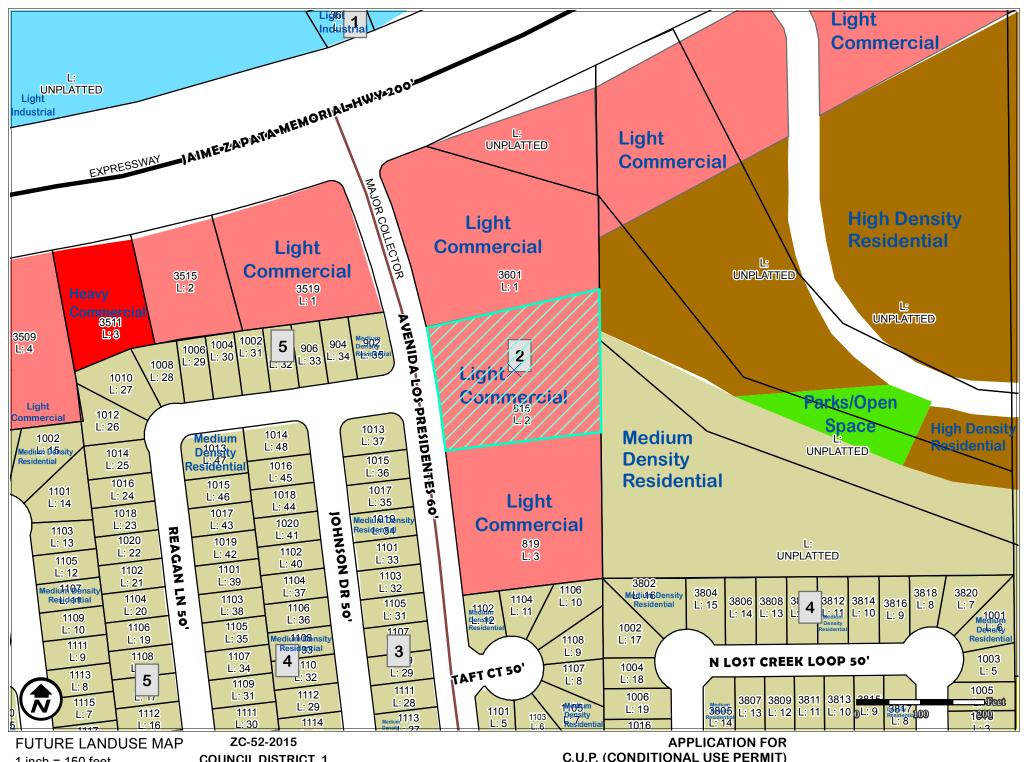
Date: 6/10/2015



1 inch = 500 feet Date: 6/10/2015

COUNCIL DISTRICT 1 815 AVENIDA LOS PRESIDENTES

C.U.P. (CONDITIONAL USE PERMIT) TO AMUSEMENT REDEMPTION MACHINES



1 inch = 150 feet

Date: 6/10/2015

COUNCIL DISTRICT 1 815 AVENIDA LOS PRESIDENTES

C.U.P. (CONDITIONAL USE PERMIT) TO AMUSEMENT REDEMPTION MACHINES

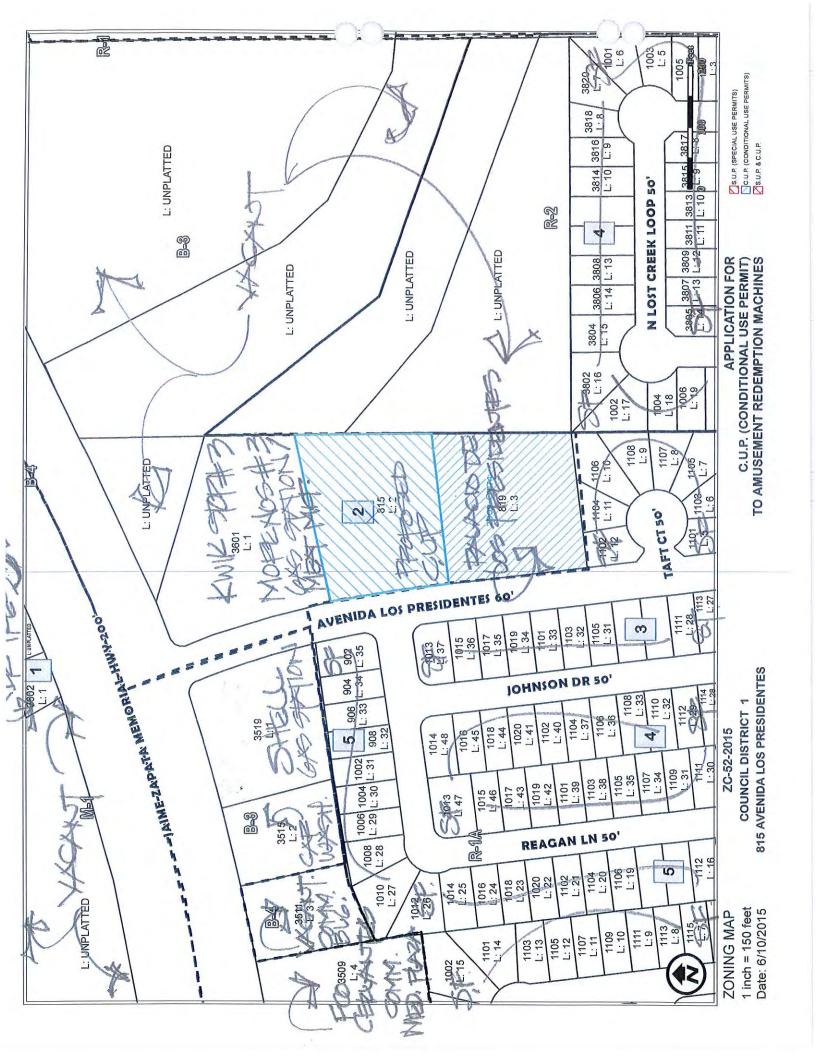


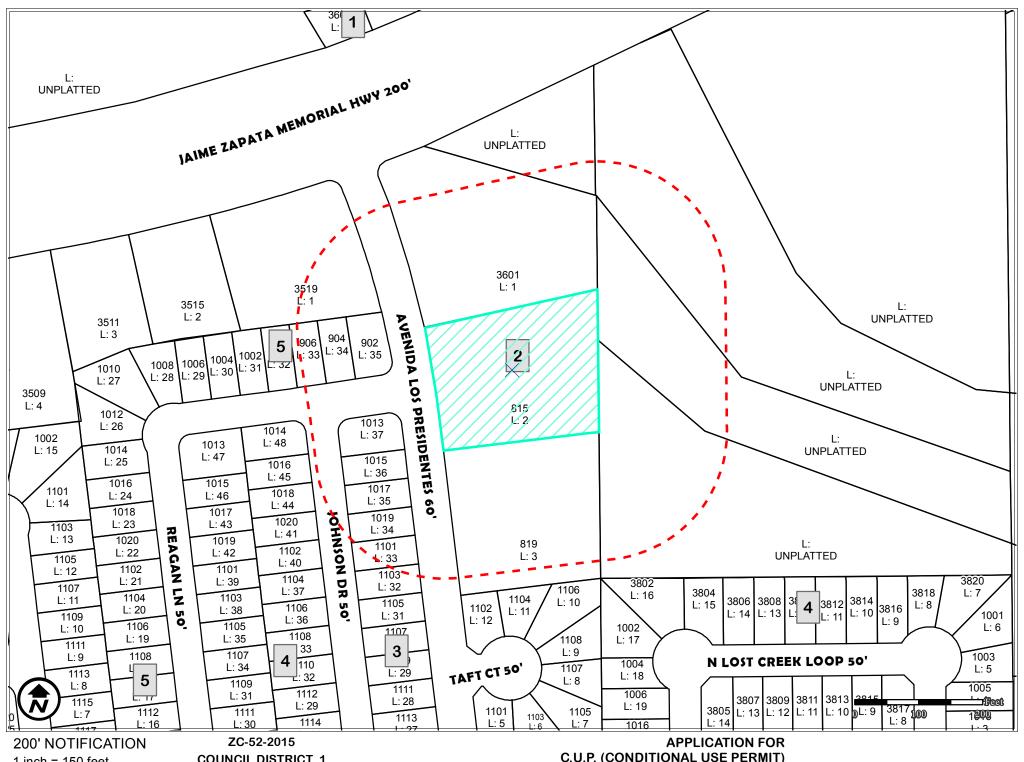
AERIAL MAP 1 inch = 150 feet Date: 6/10/2015 ZC-52-2015
COUNCIL DISTRICT 1
815 AVENIDA LOS PRESIDENTES

APPLICATION FOR C.U.P. (CONDITIONAL USE PERMIT)
TO AMUSEMENT REDEMPTION MACHINES

ZC-52-2015

ZC-52-2015





1 inch = 150 feet Date: 6/10/2015

COUNCIL DISTRICT 1 815 AVENIDA LOS PRESIDENTES

C.U.P. (CONDITIONAL USE PERMIT) TO AMUSEMENT REDEMPTION MACHINES

Public Hearings (also Intro Ord) 2.

City Council-Regular

Meeting Date: 08/17/2015

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Newco Development, owner

Staff Source: Nathan Bratton, Planning Director

SUBJECT

<u>Public hearing and introductory ordinance</u> amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 21.07 acres, as further described by metes and bounds in attached Exhibit "A", located South of Soria Drive and West of Ejido Avenue, from R-3 (Mixed Residential District) to R-1MH (Single Family Manufactured Housing 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 I**

VENDOR INFORMATION FOR COMMITTEE AGENDA

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Council District: I – The Honorable Rudy Gonzalez

Proposed use: residential

Site: vacant

Surrounding land uses: The properties to the north include manufactured homes and vacant lots. To the west are single-family residences and vacant lots. To the south are vacant land and single-family residential uses, vacant lots, and manufactured homes.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Ejido Avenue as a Major Arterial.

Letters sent to surrounding property owners: 58 In Favor: 0 Opposed: 1

STAFF COMMENTS

Staff recommends approval of the proposed zone change for the following reasons:

- 1. The proposed zone change is appropriate at this location because it is compatible with the existing zones and uses in the immediate area.
- 2. The proposed R-MH district is in conformance with the approved Master plan for El Eden Subdivision.

IMPACT ANALYSIS

R-1MH (Single-Family Manufactured Housing District): The purpose of the R-1MH is to permit subdivisions designed to meet the dimensional and configuration requirements for manufactured and modular housing neighborhoods.

Is this change contrary to the established land use pattern?

No, the established pattern is primarily low density residential in nature.

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

No, there are similar zones and uses in the area.

Will change adversely influence living conditions in the neighborhood?

No, the R-1MH district allows similar uses existing in the neighborhood.

Are there substantial reasons why the property can not be used in accordance with existing zoning?

No. The current R-3 district only allows for the proposed use.

COMMITTEE RECOMMENDATION

The P & Z Commission, in an <u>8</u> to <u>0</u> vote, recommended <u>approval</u> of the zone change.

STAFF RECOMMENDATION

Staff supports the proposed zone change.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

Ordinance

Zoning Map

Aerial Map

Future Land Use Map

Exhibits, survey & pictures

ORDINANCE NO. 2015-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 21.07 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED SOUTH OF SORIA DRIVE AND WEST OF EJIDO AVENUE, FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO R-1MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 21.07 acres, as further described by metes and bounds in attached Exhibit "A", located South of Soria Drive and West of Ejido Avenue, from R-3 (Mixed Residential District) to R-1MH (Single Family Manufactured Housing 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 16, 2015, 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,

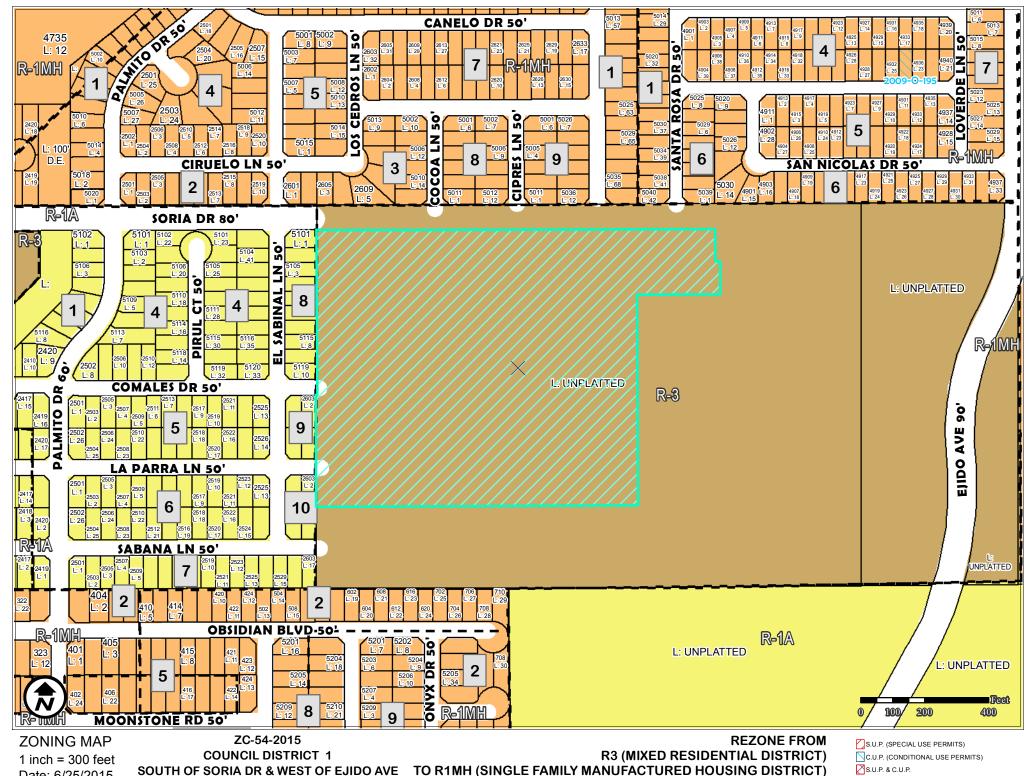
WHEREAS, the City Council has held a public hearing on August 17, 2015, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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:

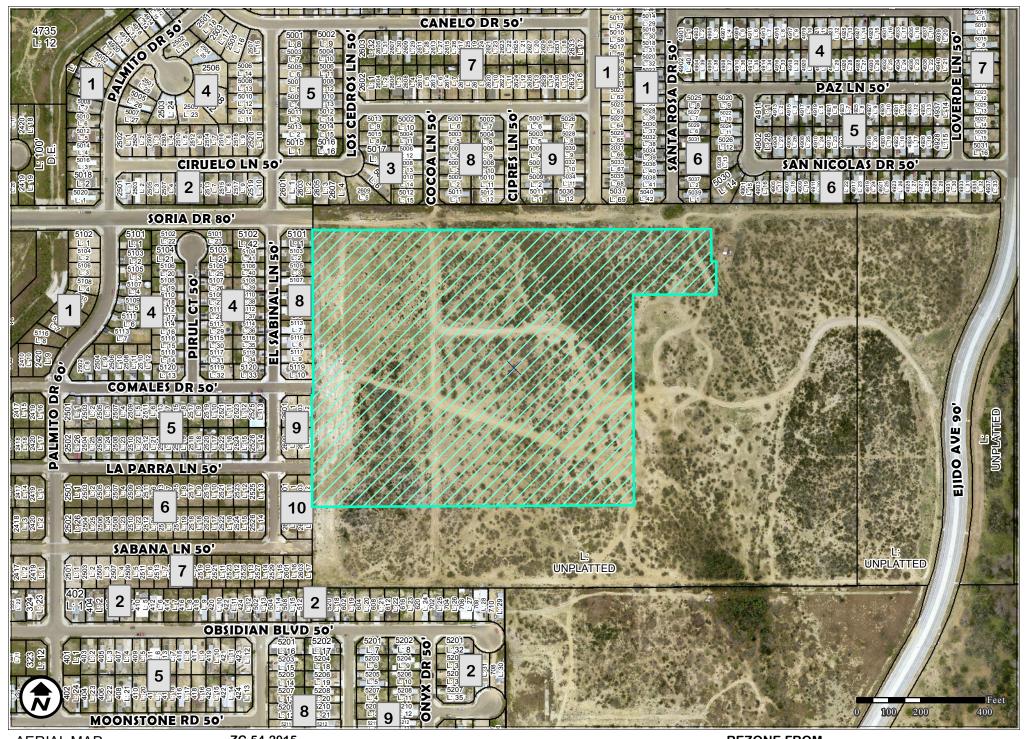
Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning 21.07 acres, as further described by metes and bounds in attached Exhibit "A", located South of Soria Drive and West of Ejido Avenue, from R-3 (Mixed Residential District) to R-1MH (Single Family Manufactured Housing District).

$\underline{Section\ 2} \hbox{:}\ This\ ordinance\ shall\ be\ published\ in\ a\ manner\ provided\ by\ Section\ 2.09}$ (D) of the Charter of the City of Laredo.
Section 3: This ordinance shall become effective as and from the date of publicatio specified in Section 2.
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE DAY OF, 2015.
PETE SAENZ MAYOR
ATTEST:
GUSTAVO GUEVARA, JR. CITY SECRETARY
APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY
KRISTINA K. LAUREL HALE ASSISTANT CITY ATTORNEY



Date: 6/25/2015

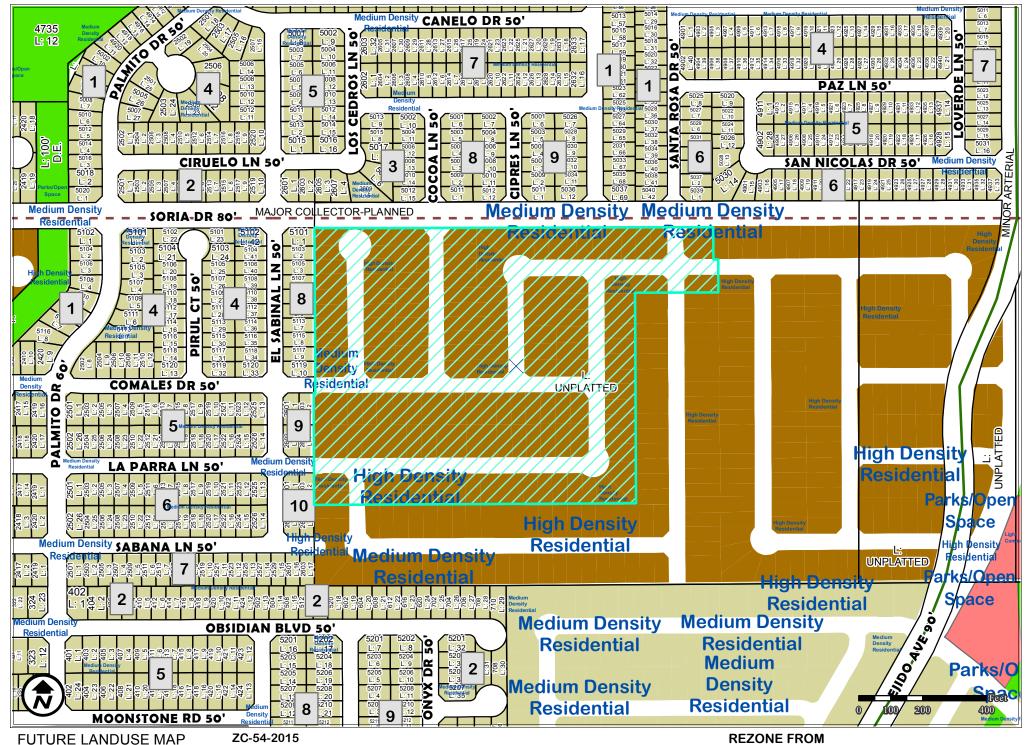
S.U.P. & C.U.P.



AERIAL MAP
1 inch = 300 feet
Date: 6/25/2015

ZC-54-2015

REZONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
R3 (MIXED RESIDENTIAL DISTRICT)
SOUTH OF SORIA DR & WEST OF EJIDO AVE
TO R1MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT)



FUTURE LANDUSE MAP
1 inch = 300 feet
COUNCIL DISTRICT 1
Date: 6/25/2015
COUNCIL DISTRICT 1
R3 (MIXED RESIDENTIAL DISTRICT)
R3 (MIXED RESIDENTIAL DISTRICT)

21.0684 ACRE TRACT

Being out and part of

Porcion 37 ~ Abstract 410 ~ Jose Bartolo Chapa, Original Grantee

Within the limits of the

City of Laredo, Webb County, Texas

Being a tract of land found to contain 21.0684 Acres, more or less, situated in Porcion 37, Abstract 410, Jose Bartolo Chapa, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 21.0684 Acre tract being out and part of the 100.00 Acre Tract (Tract 4) acquired by VIMOSA II, as therein recorded in Volume 1073, Pages 553-555 of the Webb County Deed Records, and more particularly described by metes and bounds as follows, to-wit;

COMMENCING at a found ½" iron rod for a point of reference, being the Northeast corner of Eleden Subdivision, Unit XII, as Recorded in Volume 27, Pages 90-91 of the Webb County Plat Records; THENCE South 00°15'22" East, 80.00 feet, along the Easterly boundary line of said Unit XII, to a point on the South right-of-way line of Soria Dr., the Northwest corner of the herein described tract and the POINT OF BEGINNING

THENCE along the North boundary line of the herein described tract, as follows:

A curvilinear distance of 85.10 feet, with said curve having the following characteristics: Central Angle=00°28'05", R=10,418.50 feet, CL=85.10 feet, TAN=42.55 feet, CHD=85.10 feet, CHD. Bearing = S 89°36'49" E, to a point of reverse curvature to the left;

A curvilinear distance of 164.05 feet, with said curve having the following characteristics: Central Angle=00°48'40", R=11,588.99 feet, CL=164.05 feet, TAN=82.03 feet, CHD=164.05 feet, CHD. Bearing = S 89°47'06" E, to the end of this curve;

North 89°48'34" East, 996.97 feet, to a set 1/2" iron rod for the Northeast corner of this tract;

THENCE along the Easterly boundary line of the herein described tract, as follows:

South 00°15'22" East, 100.71 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

North 89°44'38" East, 15.00 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

South 00°15'22" East, 103.61 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract:

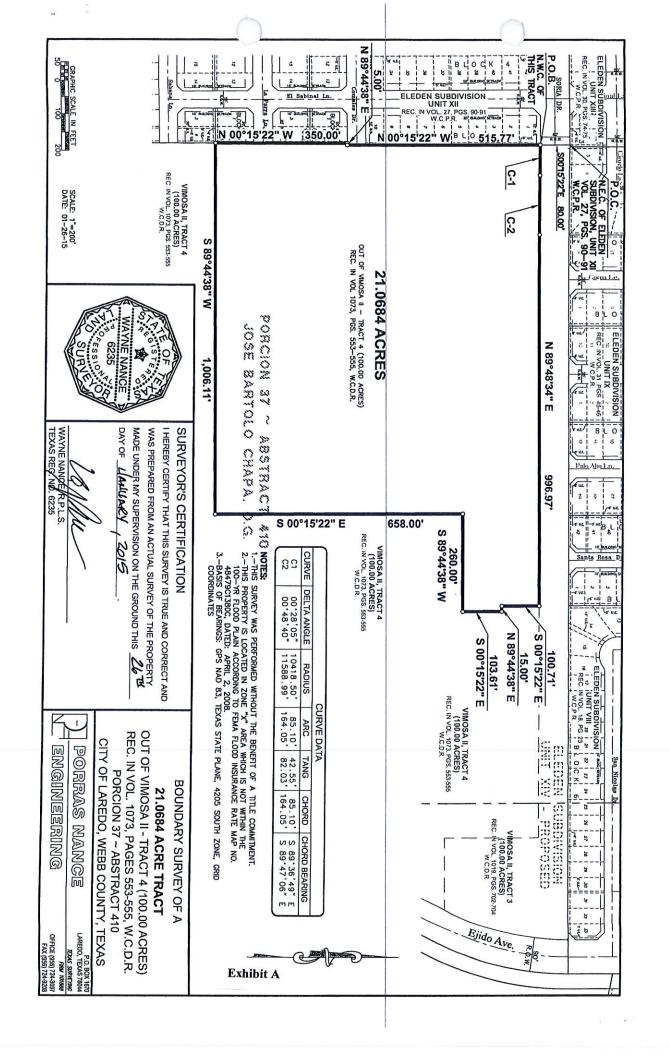
South 89°44'38" West, 260.00 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

South 00°15'22" East, 658.00 Feet, to a set 1/2" iron rod for the Southeast corner of this tract;

Porras Nance Engineering - TBPLS Firm 10188800

Page 1 of 2

Exhibit A

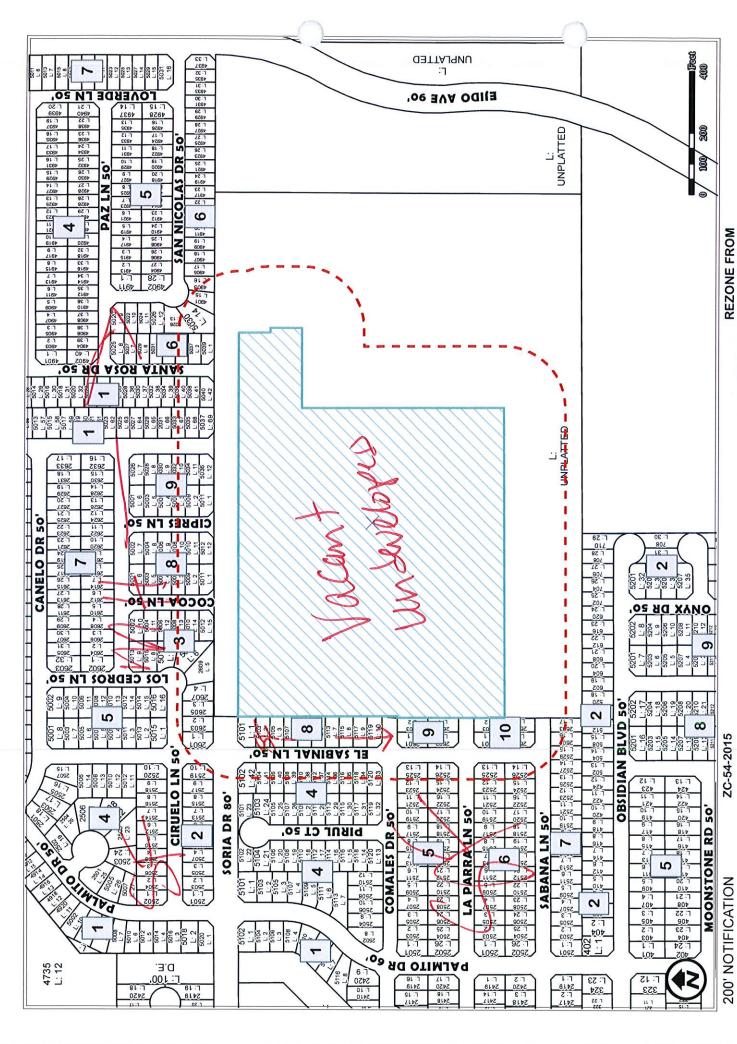


ZC-54-2015
South of Soria Drive and West of Ejido Avenue
R-3 (Mixed Residential District) to R-1MH (Single-Family Manufactured Housing District)



ZC-54-2015
South of Soria Drive and West of Ejido Avenue
R-3 (Mixed Residential District) to R-1MH (Single-Family Manufactured Housing District)





R3 (MIXED RESIDENTIAL DISTRICT) TO R1MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT) SOUTH OF SORIA DR & WEST OF EJIDO AVE COUNCIL DISTRICT

1 inch = 300 feet Date: 6/25/2015

Public Hearings (also Intro Ord) 3.

City Council-Regular

Meeting Date: 08/17/2015

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Newco Development, owner

Staff Source: Nathan Bratton, Planning Director

SUBJECT

<u>Public hearing and introductory ordinance</u> amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.5 acres, as further described by metes and bounds in attached Exhibit "A", located west of Ejido Avenue and south of San Nicolas Drive, from R-3 (Mixed Residential 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 I**

PREVIOUS COUNCIL ACTION

BACKGROUND

Council District: I – The Honorable Rudy Gonzalez

Proposed use: commercial

Site: vacant

Surrounding land uses: North of the site are vacant lots and manufactured homes. South of the site is vacant and undeveloped land. West of the site is vacant and undeveloped land. East of the site are Ejido Avenue and vacant undeveloped land.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Ejido Avenue as a Major Arterial.

Letters sent to surrounding property owners: 13 In Favor: 0 Opposed: 0

STAFF COMMENTS

Staff supports a B-3 District for the following reasons:

1. The proposed B-3 District is located along a Major Arterial.

2. The proposed B-3 District will be separated from the adjacent residential uses by the future extension of Soria Drive.

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?

Yes, the established land use pattern is residential and vacant undeveloped.

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

Yes, there are no other commercial districts in the area.

Will change adversely influence living conditions in the neighborhood? The proposed B-3 district may introduce more intense uses to the area.

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

Yes, the existing district only allows for residential uses.

COMMITTEE RECOMMENDATION

The P & Z Commission, in an 8 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change.

Fiscal Impact	
iscal Year:	
Bugeted Y/N?:	
Source of Funds:	
Account #:	
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	
N/A	

<u>Ordinance</u>

Zoning Map

Aerial Map

Future Land Use Map

Exhibits, survey & pictures

ORDINANCE NO. 2015-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 1.5 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED WEST OF EJIDO AVENUE AND SOUTH OF SAN NICOLAS DRIVE, FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 1.5 acres, as further described by metes and bounds in attached Exhibit "A", located west of Ejido Avenue and south of San Nicolas Drive, from R-3 (Mixed Residential 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 16, 2015, 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 17, 2015, 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 1.5 acres, as further described by metes and bounds in attached Exhibit "A", located west of Ejido Avenue and south of San Nicolas Drive, from R-3 (Mixed Residential District) to B-3 (Community Business District).

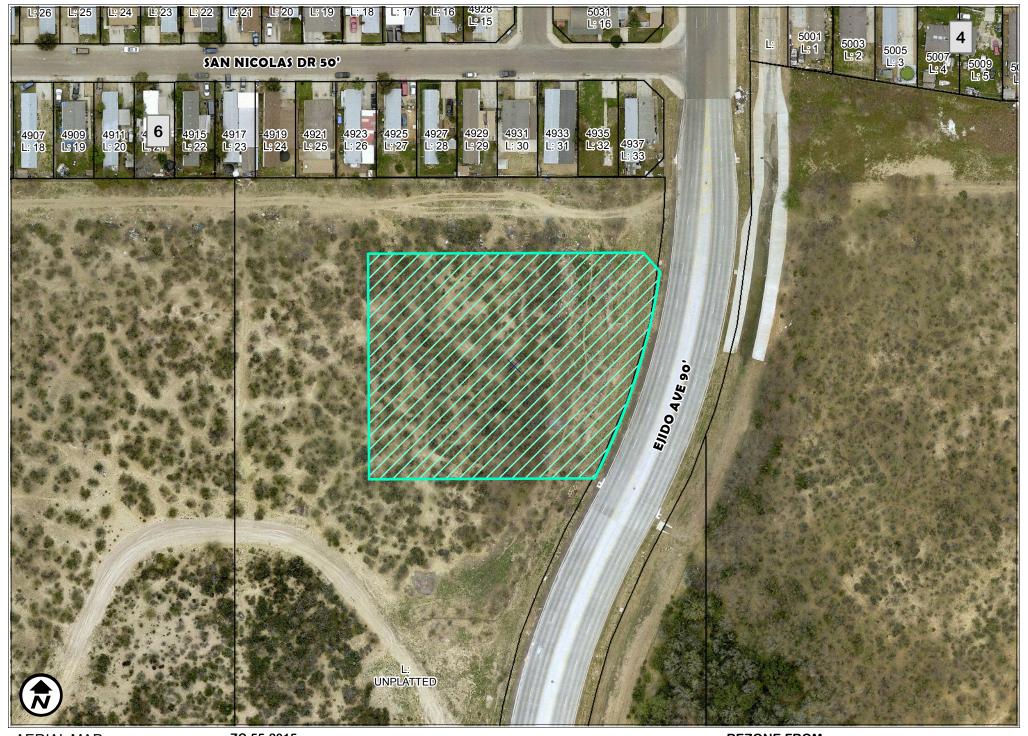
Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.		
Section 3: This ordinance shall become effective as and from the date of publicatio specified in Section 2.		
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE DAY OF, 2015.		
PETE SAENZ MAYOR		
ATTEST:		
GUSTAVO GUEVARA, JR. CITY SECRETARY		
APPROVED AS TO FORM:		
RAUL CASSO, CITY ATTORNEY		
KRISTINA K. LAUREL HALE ASSISTANT CITY ATTORNEY		



1 inch = 100 feet COUNCIL DISTRICT 1
Date: 6/25/2015SW CORNER OF SORIA & S EJIDO DR INTERSECTION

TO B3 (LIMITED COMMERCIAL)

S.U.P. & C.U.P.



AERIAL MAP ZC-55-2015

1 inch = 100 feet COUNCIL DISTRICT 1
Date: 6/25/2015SW CORNER OF SORIA & S EJIDO DR INTERSECTION

REZONE FROM R3 (MIXED RESIDENTIAL DISTRICT) TO B3 (LIMITED COMMERCIAL)



FUTURE LANDUSE MAP ZC-55-2015
1 inch = 100 feet COUNCIL DISTRICT 1
Date: 6/25/2015SW CORNER OF SORIA & S EJIDO DR INTERSECTION

REZONE FROM R3 (MIXED RESIDENTIAL DISTRICT) TO B3 (LIMITED COMMERCIAL)

1.4976 ACRE TRACT

Being out and part of

Porcion 37 ~ Abstract 410 ~ Jose Bartolo Chapa, Original Grantee Within the limits of the

City of Laredo, Webb County, Texas

Being a tract of land found to contain 1.4976 Acres, more or less, situated in Porcion 37, Abstract 410, Jose Bartolo Chapa, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 1.4976 Acre tract being out and part of the 100.00 Acre Tract (Tract 3) acquired by Vimosa II, as therein recorded in Volume 1019, Pages 702-704 of the Webb County deed Records, and more particularly described by metes and bounds as follows, to-wit;

COMMENCING at a found ½" iron rod for a point of reference, being the Northeast corner of Eleden Subdivision, Unit XII, as Recorded in Volume 27, Pages 90-91 of the Webb County Plat Records; THENCE South 87°38'14" East, 1841.19 feet, to a set ½" iron rod for the Northwest corner of the herein described tract and the POINT OF BEGINNING

THENCE North 89°48'34" East, 286.81 Feet, along the North boundary line of the herein described tract, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

THENCE South 41°26'40" East, 26.38 Feet, along a clip line, to a set ½" iron rod for a point on the Westerly right-of-way line of Ejido Ave. and a point on a curve to the right;

THENCE along said curve, being the Westerly right-of-way line of Ejido Ave. and the Easterly boundary line of the herein described tract, a curvilinear distance of 226.71 feet, with said curve having the following characteristics: Central Angle=18°54'29", R=686.98 feet, CL=226.71 feet, TAN=114.39 feet, CHD=225.68 feet, CHD. Bearing = S 17°35'23" W, to the end of this curve and the Southeast corner of this tract;

THENCE South 89°44'38" West, 235.02 Feet, along the South boundary line of the herein described tract, to a set ½" iron rod for the Southwest corner of this tract;

THENCE North 00°15'22" West, 235.00 Feet, along the West boundary line of the herein described tract, to the Northwest corner of this tract and the **POINT OF BEGINNING.**

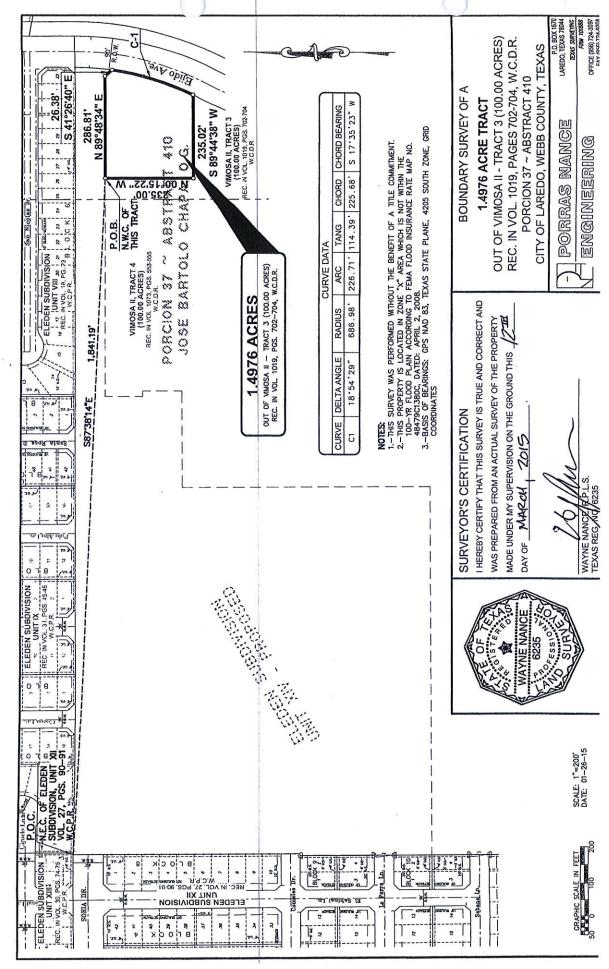
Basis of Bearings:

GPS NAD 83 (2011 Adj.), Texas State Plane, 4205 South Zone

Porras Nance Engineering - TBPLS Firm 10188800

Page 1 of 2

Exhibit A

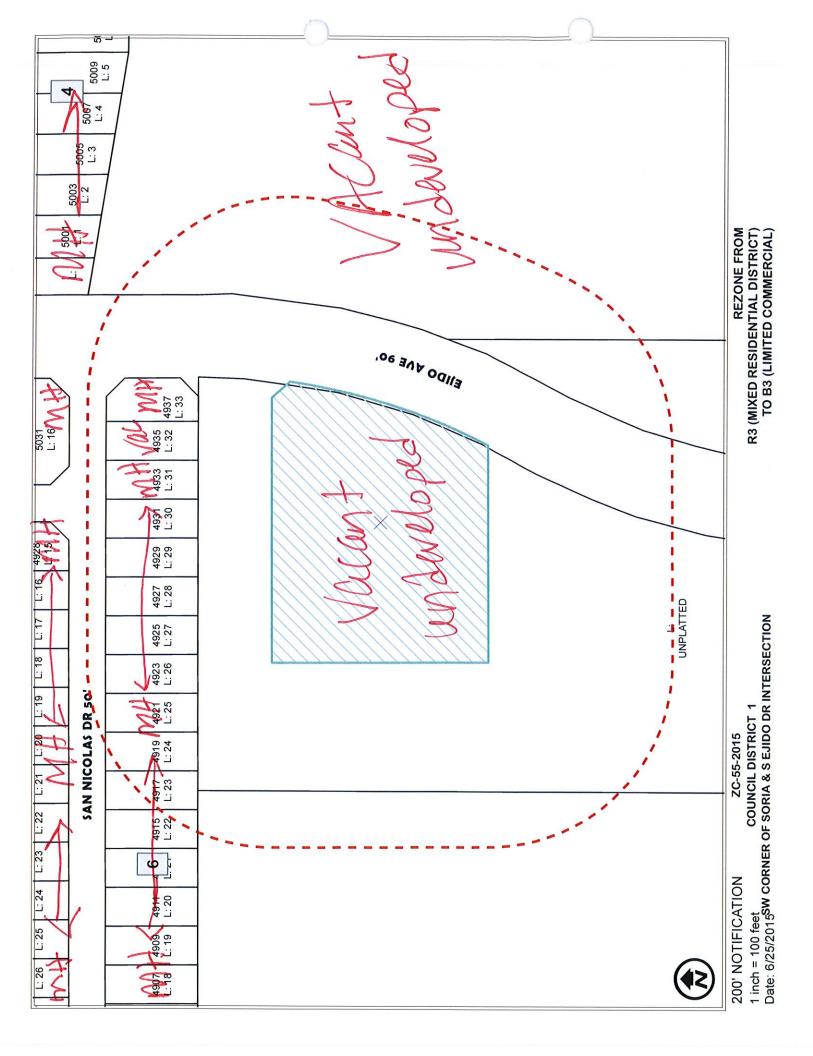


ZC-55-2015
West side of Ejido Avenue and South of San Nicolas Drive
R-3 (Mixed Residential District) to B-3 (Community Business District)



ZC-55-2015
West side of Ejido Avenue and South of San Nicolas Drive
R-3 (Mixed Residential District) to B-3 (Community Business District)





Public Hearings (also Intro Ord) 4.

City Council-Regular

Meeting Date: 08/17/2015

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Pat Murphy (SISW, Ltd), owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

<u>Public hearing and introductory ordinance</u> amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2 and 3, Block 1, San Isidro Southwest Subdivision, Phase VI, located north of San Isidro Parkway and west of Hospitality Drive, from B-4 (Highway 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 VI

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Council District: VI – The Honorable Charlie San Miguel

Proposed use: commercial

Site: vacant

Surrounding land uses: North of the site are vacant undeveloped land and NE Bob Bullock Loop. South of the site are vacant undeveloped land and San Isidro Parkway. East of the side are vacant undeveloped land, Sonterra Condominiums, Best Western and Doctor's Hospital. South of the site is vacant, undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Heavy Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies NE Bob Bullock Loop as an Expressway.

Letters sent to surrounding property owners: 1 In Favor: 1 Opposed: 0

STAFF COMMENTS

Staff supports the request for the following reasons:

- 1. The proposed zone change is appropriate at this location because it is compatible with the existing uses in the area.
- 2. The property is large enough to support uses allowed in a B-3 District.
- 3. There is an adjacent B-3 District to the west.

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 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 east 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 an 8 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change.

FINANCIAL IMPACT:

Attachments

<u>Ordinance</u>

Zoning Map

Aerial Map

Future Land Use Map

Pictures and Survey

ORDINANCE NO. 2015-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 1, 2 AND 3, BLOCK 1, SAN ISIDRO SOUTHWEST SUBDIVISION, PHASE VI, LOCATED NORTH OF SAN ISIDRO PARKWAY AND WEST OF HOSPITALITY DRIVE, FROM B-4 (HIGHWAY COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots 1, 2 and 3, Block 1, San Isidro Southwest Subdivision, Phase VI, located north of San Isidro Parkway and west of Hospitality Drive, from B-4 (Highway Commercial District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 16, 2015, 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,

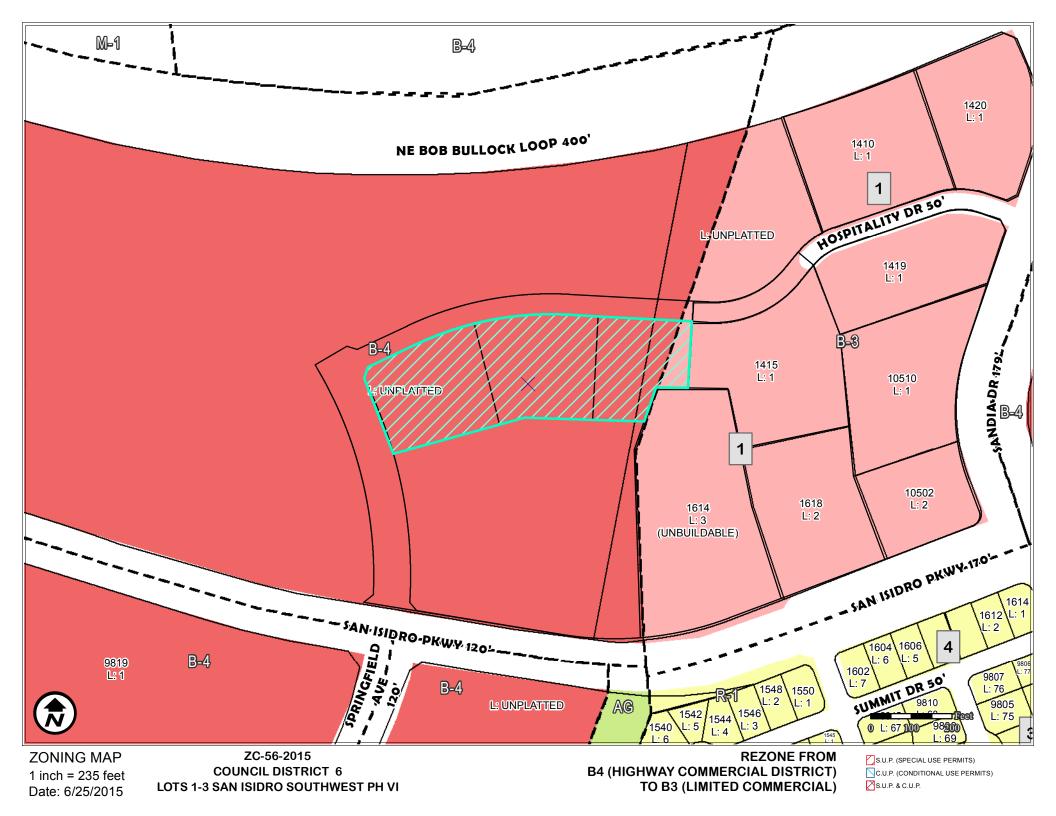
WHEREAS, the City Council has held a public hearing on August 17, 2015, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

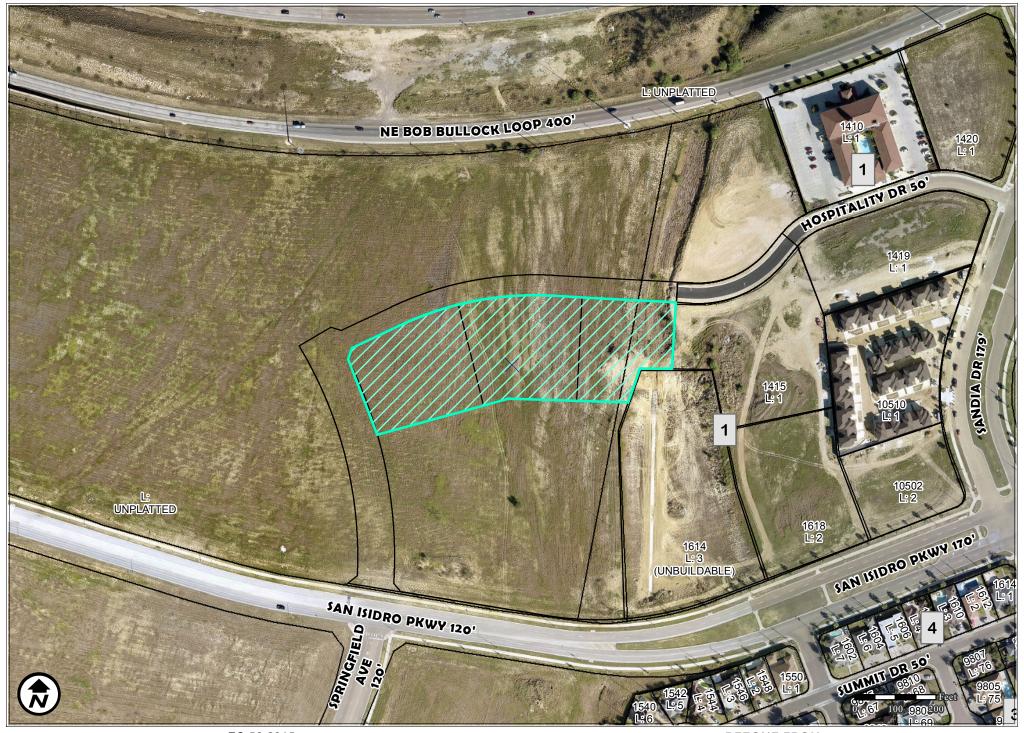
WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

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 and 3, Block 1, San Isidro Southwest Subdivision, Phase VI, located north of San Isidro Parkway and west of Hospitality Drive, from B-4 (Highway Commercial District) to B-3 (Community Business District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.		
Section 3: This ordinance shall become effective as and from the date of publicatio specified in Section 2.		
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE DAY OF, 2015.		
PETE SAENZ MAYOR		
ATTEST:		
GUSTAVO GUEVARA, JR. CITY SECRETARY		
APPROVED AS TO FORM:		
RAUL CASSO, CITY ATTORNEY		
KRISTINA K. LAUREL HALE ASSISTANT CITY ATTORNEY		

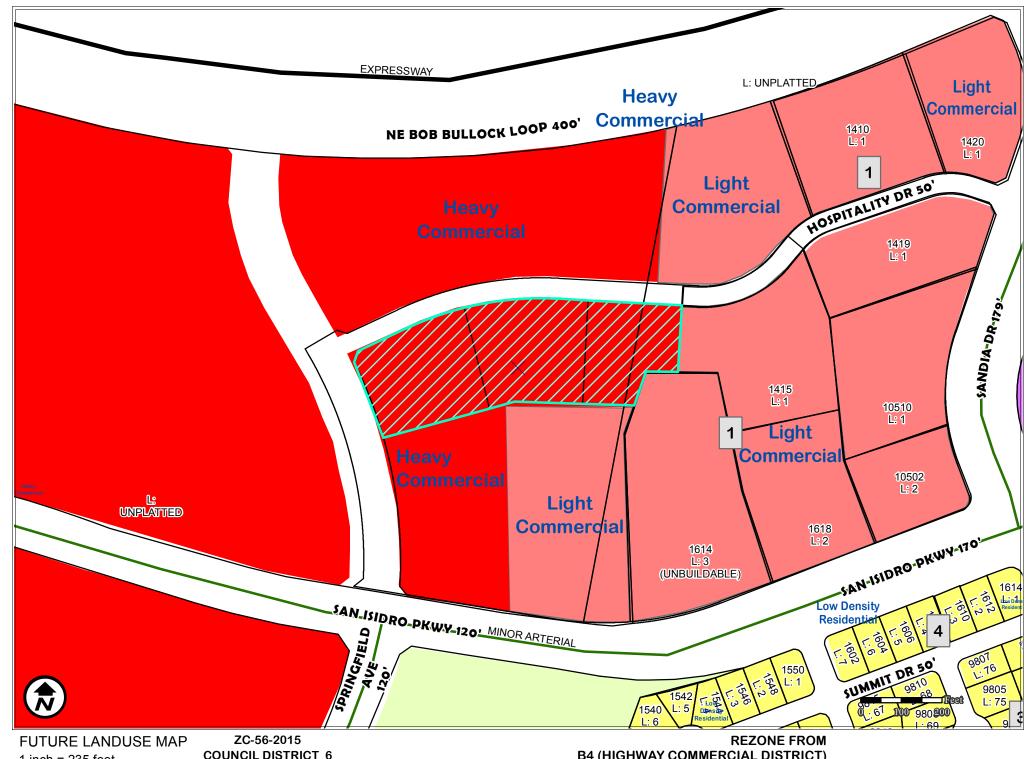




AERIAL MAP 1 inch = 235 feet Date: 6/25/2015

ZC-56-2015 COUNCIL DISTRICT 6 LOTS 1-3 SAN ISIDRO SOUTHWEST PH VI

REZONE FROM B4 (HIGHWAY COMMERCIAL DISTRICT) TO B3 (LIMITED COMMERCIAL)



1 inch = 235 feet

Date: 6/25/2015

COUNCIL DISTRICT 6 LOTS 1-3 SAN ISIDRO SOUTHWEST PH VI **B4 (HIGHWAY COMMERCIAL DISTRICT)** TO B3 (LIMITED COMMERCIAL)

ZC-56-2015

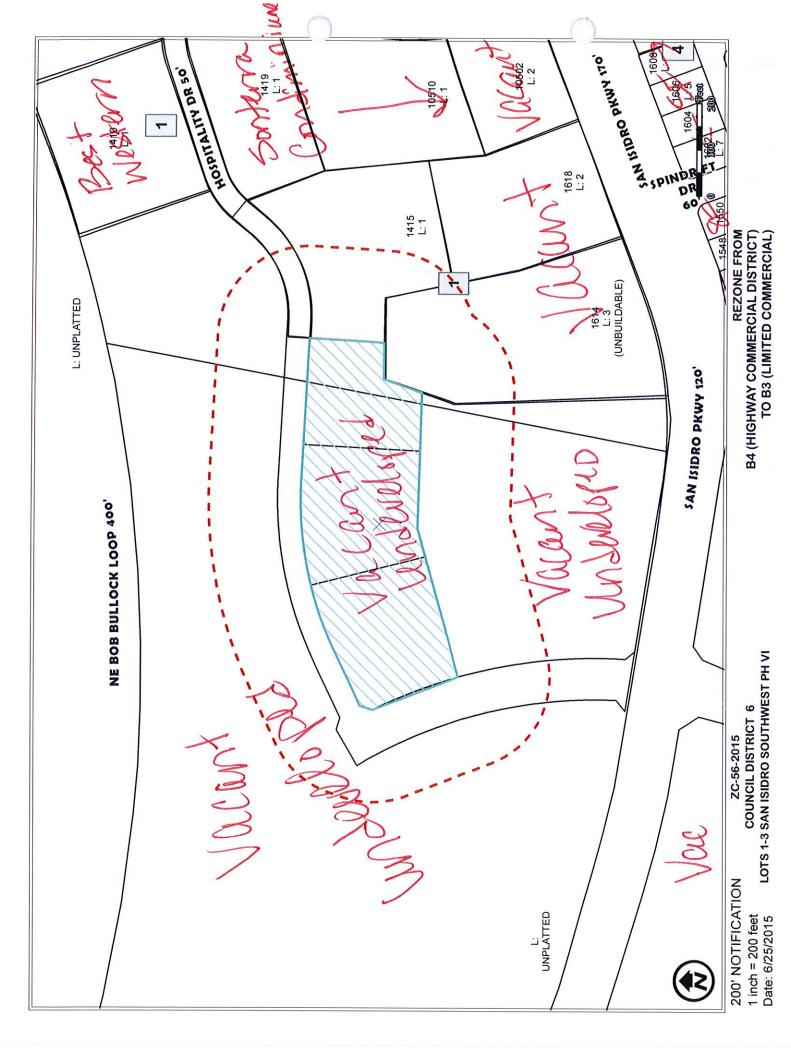
North of San Isidro Parkway and west of Hospitality Drive

B-4 (Highway Commercial District) to B-3 (Community Business District)



ZC-56-2015 North of San Isidro Parkway and west of Hospitality Drive B-4 (Highway Commercial District) to B-3 (Community Business District)





Public Hearings (also Intro Ord) 5.

City Council-Regular

Meeting Date: 08/17/2015

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Juan Carlos Mireles and Leticia Mireles, Owners

Staff Source: Nathan R. Bratton

SUBJECT

<u>Public hearing and introductory ordinance</u> amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 5, Block 253, Eastern Division, located at 419 Lane Street, from B-1 (Limited Business District) to R-3 (Mixed Residential District); providing for publication and effective date.

Staff supports the application and Planning and Zoning Commission recommends approval of the zone change. **District III**

PREVIOUS COUNCIL ACTION

This item was tabled by the Honorable Alejandro Perez Jr. at the regular meeting of July 20, 2015 and again at the regular meeting of August 3, 2015. On February 6, 1995, Council passed and approved a zone change from an R-3 to a B-1, through Ordinance 95-O-034.

BACKGROUND

Council District: III – The Honorable Alejandro Perez Jr. Proposed use: Manufactured Home Site: The site is currently occupied by a single family dwelling. Surrounding land uses: The predominant use surrounding this property is single family residential. To the north there are multi-family units and single family residences. To the South there are a manufactured home, single family residences and one vacant lot. To the east, there are more single family residences, Lalo's Sports Club (non-conforming use), and two vacant lots. To the West there are two manufactured homes and single family dwellings. South and West, abutting the property there are more single family residences. Comprehensive Plan: The Comprehensive Plan identifies this area as High Density

Residential. Transportation Plan: The Long Range Thoroughfare Plan does not identify Lane street. However Springfield Avenue is identified as a Major Collector. Letters sent to surrounding property owners: 39 In Favor: 6 Opposed: 0

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. STAFF COMMENTS Staff recommends the proposed zone change for the following reasons: 1. The proposed zone change is appropriate at this location. 2. The change is consistent with the Comprehensive Plan's designation for this area as High Density Residential. 3. The property meets location guidelines for an R-3 District. 4. The proposed zone change is compatible to the surrounding multi-family residential use. Uses allowed in an R-3 District, including. multi-family, a retirement home/home for the aged, monastery/convent, etc., not introducing more intense uses but compatible uses to the surrounding area. However the applicant must comply with all requirements regarding a manufactured home in an R-3 zoning district. IMPACT ANALYSIS R-3 (Community Business District): The purpose of the R-3 District (Mixed Residential District) is to provide an area for higher density residential uses, the use of mobile homes on single lots, and those public and semi-public uses normally considered an integral part of the neighborhood they serve. Is this change contrary to the established land use pattern? No. The neighborhood is mixed residential in nature. Would this change create an isolated zoning district unrelated to surrounding districts? No. The site is mostly surrounded by R-3 (Mixed Residential District) to the north, South, East and West. Will change adversely influence living conditions in the neighborhood? No. the change will not introduce a higher density residential use. The neighborhood is already a High Density Residential. It would most likely cause an increase in traffic but won't introduce more intense uses into this area. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes. The existing zoning (B-1) only allows for light commercial uses not to include Manufactured Homes.

pact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Color Zoning Map

Zoning Overview Map

Future Land Use Map

Aerial Map

200' Notification Map

Color Pictures ZC-51-2015

ORDINANCE NO. 2015-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 5, BLOCK 253, EASTERN DIVISION, LOCATED AT 419 LANE STREET, FROM B-1 (LIMITED COMMERCIAL DISTRICT) TO R-3 (MIXED RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 5, Block 253, Eastern Division, located at 419 Lane Street, from B-1 (Limited Commercial District) to R-3 (Mixed Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 2, 2015; 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 17, 2015, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning, Lot 5, Block 253, Eastern Division, located at 419 Lane Street, from B-1 (Limited Commercial District) to R-3 (Mixed Residential District).

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

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.		
PASSED BY THE CITY COUNCIL AND DAY OF	APPROVED BY THE MAYOR ON THIS THE _, 2015.	
PETE SAENZ MAYOR		
ATTEST:		
GUSTAVO GUEVARA, JR. CITY SECRETARY		
APPROVED AS TO FORM: RAUL CASSO CITY ATTORNEY		
KRISTINA K. LAUREL HALE ASSISTANT CITY ATTORNEY		

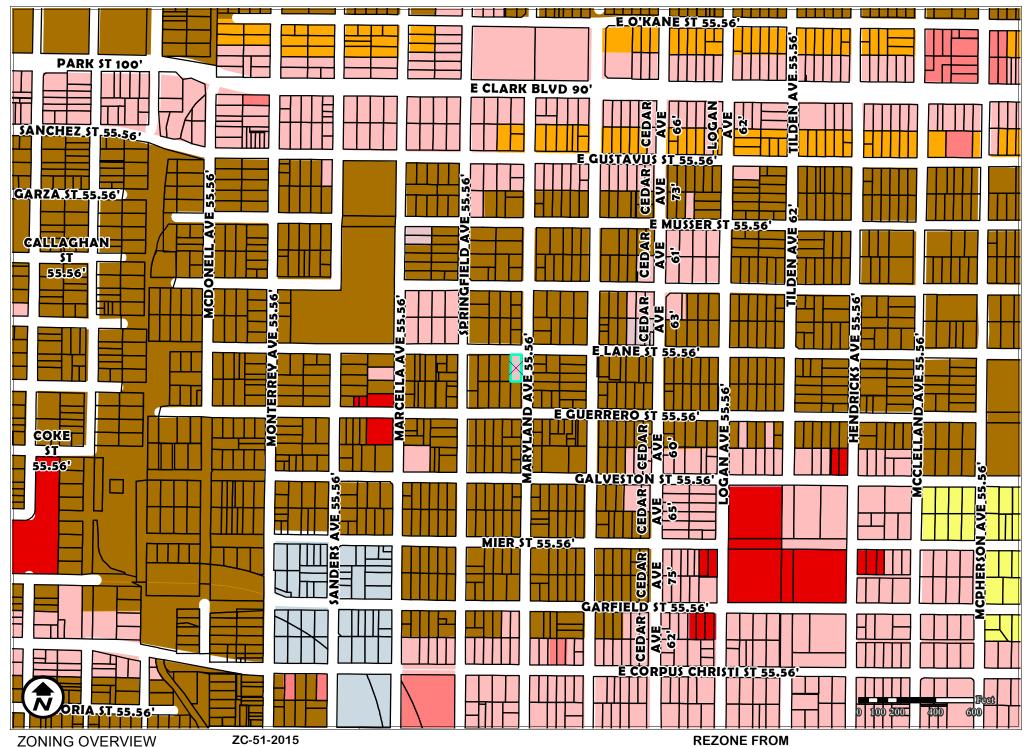


1 inch = 100 feet Date: 6/10/2015

COUNCIL DISTRICT 3 419 E LANE ST

B1 (LIMITED COMMERCIAL DISTRICT) TO R3 (MIXED RESIDENTIAL DISTRICT)

C.U.P. (CONDITIONAL USE PERMITS) S.U.P. & C.U.P.

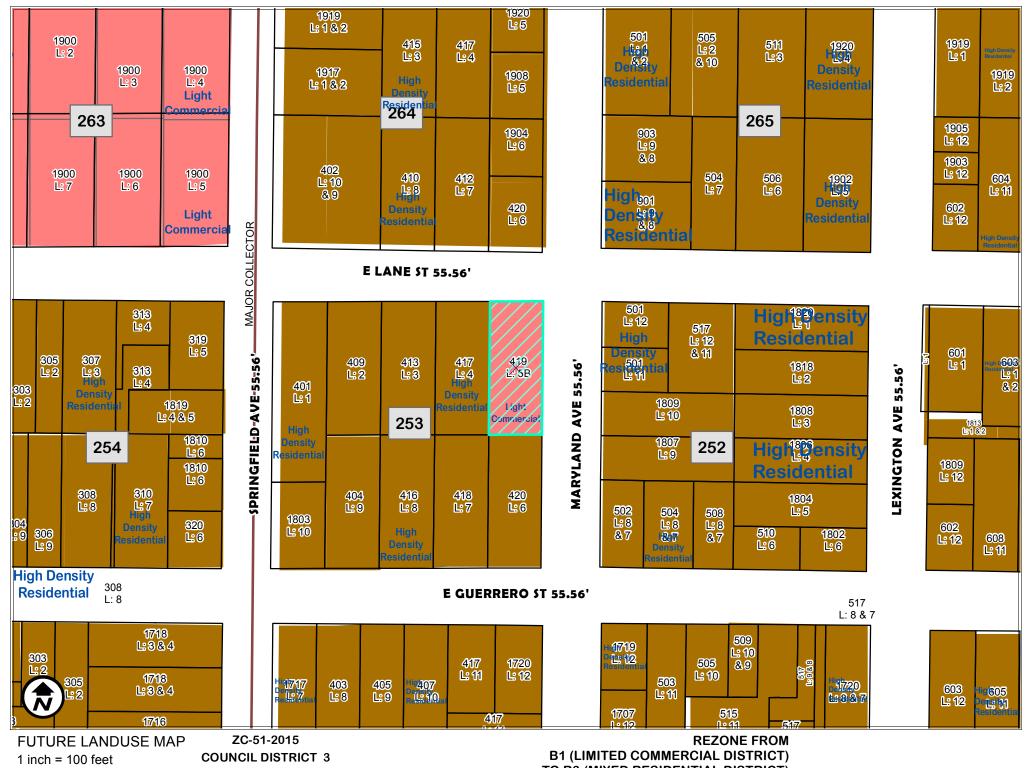


ZONING OVERVIEW 1 inch = 500 feet

Date: 6/10/2015

COUNCIL DISTRICT 3
419 E LANE ST

REZONE FROM B1 (LIMITED COMMERCIAL DISTRICT) TO R3 (MIXED RESIDENTIAL DISTRICT)

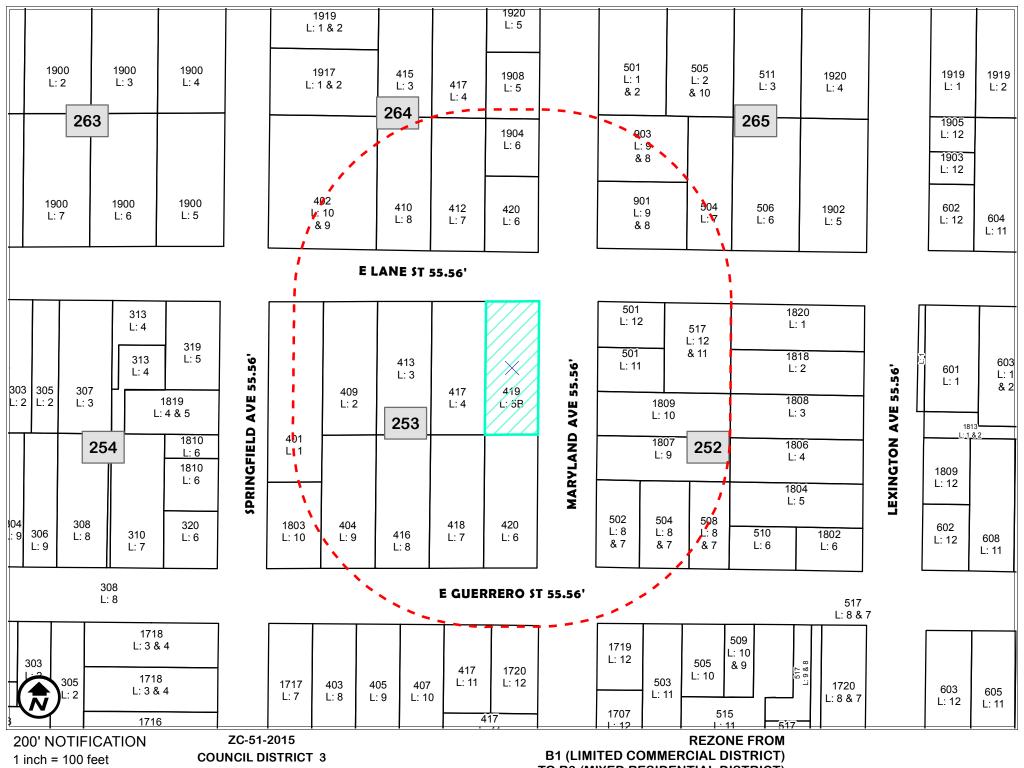


419 E LANE ST Date: 6/10/2015

TO R3 (MIXED RESIDENTIAL DISTRICT)



AERIAL MAP 1 inch = 100 feet Date: 6/10/2015 ZC-51-2015 COUNCIL DISTRICT 3 419 E LANE ST REZONE FROM B1 (LIMITED COMMERCIAL DISTRICT) TO R3 (MIXED RESIDENTIAL DISTRICT)



Date: 6/10/2015

419 E LANE ST

TO R3 (MIXED RESIDENTIAL DISTRICT)

ZC-51-2015 419 Lane Street B1 to R3



ZC-51-2015 419 Lane Street B1 to R3



ZC-51-2015 419 Lane Street B1 to R3



ZC-51-2015 419 Lane Street B1 to R3



ZC-51-2015 419 Lane Street B1 to R3



ZC-51-2015 419 Lane Street B1 to R3









ZC-51-2015 419 Lane Street B1 to R3









Public Hearings (also Intro Ord) 6.

City Council-Regular

Meeting Date: 08/17/2015

Initiated By: Horacio De Leon, Assistant City Manager Initiated By: Feliciano and Martina Gamez, Owners

Staff Source: Nathan R. Bratton

SUBJECT

<u>Public hearing and introductory ordinance</u> amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 3, out of 12 acre tract out of Porcion 31, Unit 1, El Rancho Subdivision, located at 313 Rancho Grande Drive, from R-3 (Mixed Residential District) to B-3 (Community Business District); providing for publication and effective date.

Staff does not support the application and Planning and Zoning Commission recommends denial of the zone change. The applicant has since exercised the right to appeal this decision directly to City Council. **District II**

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: II – The Honorable Esteban Rangel Proposed use: commercial Site: single-family residential structure Surrounding land uses: North of the site are single-family, vacant land and manufactured homes residential uses. South of the site are Las Palmas Shopping Center, a vacant lot and Loop 20 Medical Office Building. East of the site are Express Auto and Paulitas Restaurant. West of the site are CMC Commercial Metals, Basic Energy Service and Enterprise Products Operating LP. Comprehensive Plan: The Future Land Use Map recognizes this area as High Density Residential. Transportation Plan: The Long Range Thoroughfare Plan identifies Jaime Zapata Memorial Highway as an Expressway. It does not identify Rancho Grande Drive. Letters sent to surrounding property owners: 17 In Favor: 3 Opposed: 1 A petition with 4 signatures in favor (out of the 200' notice).

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 8 to 0 vote, recommended denial of the zone change.

STAFF RECOMMENDATION

Staff does not support the proposed zone change. STAFF COMMENTS Staff does not support the request for the following reasons: 1. The proposed use is not compatible with the established residential neighborhood. 2. The proposed district will introduce more intense uses and traffic into an older established neighborhood and reduce buffering of the commercial uses along Jaime Zapata Memorial Highway. 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. By rezoning from R-3 to B-3 all B-3 uses would be allowed in addition to all those under the B-1 zoning district. Some of the active uses that could be allowed are: • Restaurants/Fast food • Alcohol sales/Off-Premise Consumption-Liquor stores • Retail Store (Miscellaneous) • Auto Wrecker Service (Gas Station) • Auto Repair (minor repairs) • Auto Supply Store (new parts) • Furniture Sales (Indoor) • Minor Repair Garage • Mayor Appliances Sales (Indoor) • Tool Rental (Indoor Storage) • Appliance Repair • Hardware Store • Convenience Store (Drive Through) • Auto Supply Store (new parts) • Gasoline Service Station • Meat Market and Butcher Shops Is this change contrary to the established land use pattern? Yes, the established land use pattern is primarily residential and light commercial in nature. Would this change create an isolated zoning district unrelated to surrounding districts? No, there is a B-3 district abutting the property to the south that fronts Jaime Zapata Memorial Highway. Will change adversely influence living conditions in the neighborhood? Yes, the proposed district may introduce more intense uses into the adjacent residences. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes, the current district only allows for residential uses.

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance 2015-OZoning Map
Zoning Overview Map
Future Land Use Map
Aerial Map

ORDINANCE NO. 2015-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 3 OUT OF 12 ACRE TRACT OUT OF PORCION 31, UNIT 1, EL RANCHO SUBDIVISION, LOCATED AT 313 RANCHO GRANDE DRIVE, FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 3 out of 12 acre tract out of Porcion 31, Unit 1, El Rancho Subdivision, located at 313 Rancho Grande Drive, from R-3 (Mixed Residential 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 16, 2015; 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 17, 2015, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

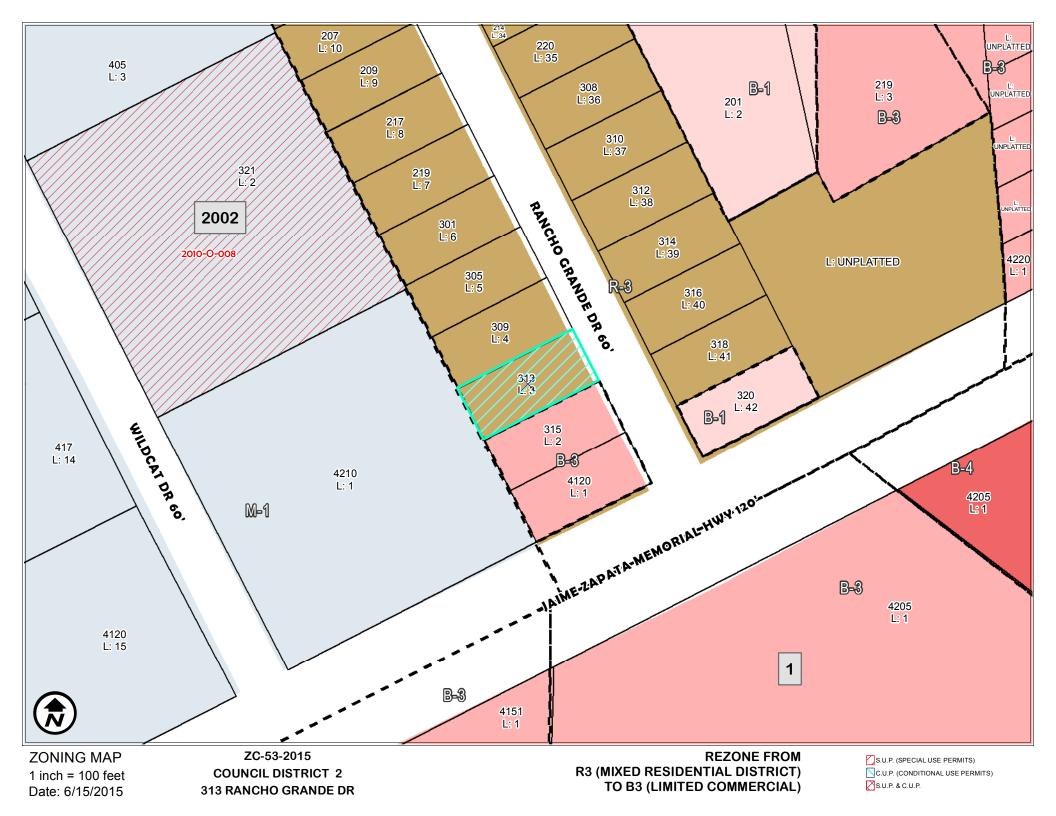
WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

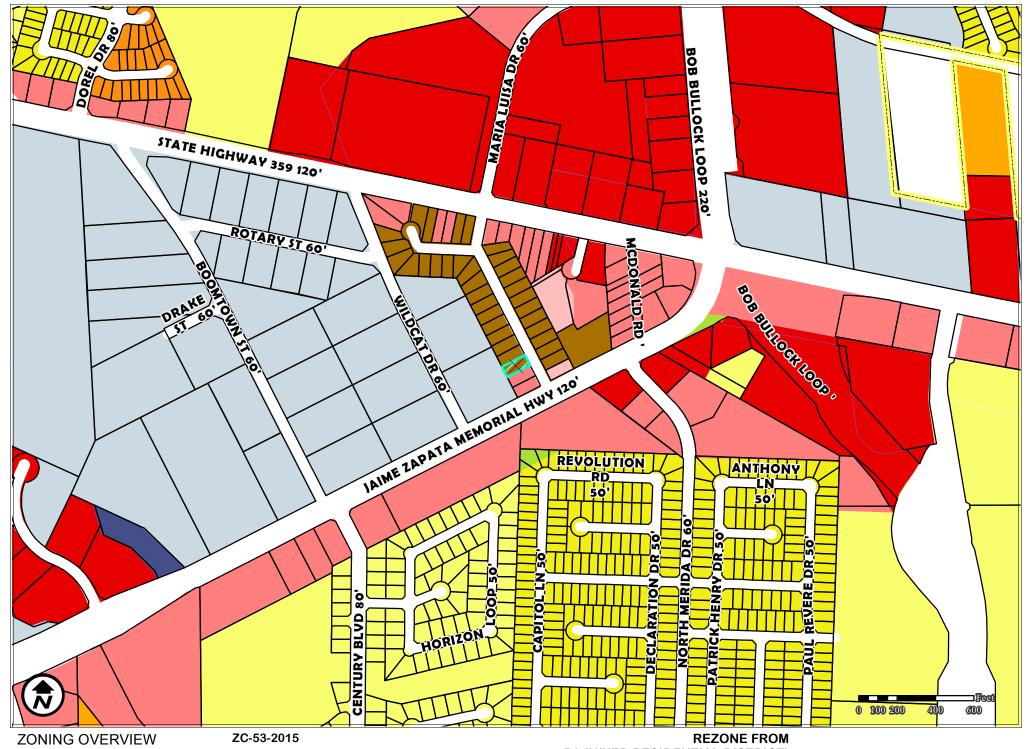
NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lot 3 out of 12 acre tract out of Porcion 31, Unit 1, El Rancho Subdivision, located at 313 Rancho Grande Drive, from R-3 (Mixed Residential 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 be specified in Section 2.	become effective as and from the date of publication
PASSED BY THE CITY COUNCIL AND DAY OF	ND APPROVED BY THE MAYOR ON THIS THE , 2015.
PETE SAENZ MAYOR	
ATTEST:	
GUSTAVO GUEVARA, JR. CITY SECRETARY	
APPROVED AS TO FORM: RAUL CASSO CITY ATTORNEY	
KRISTINA K. LAUREL HALE ASSISTANT CITY ATTORNEY	

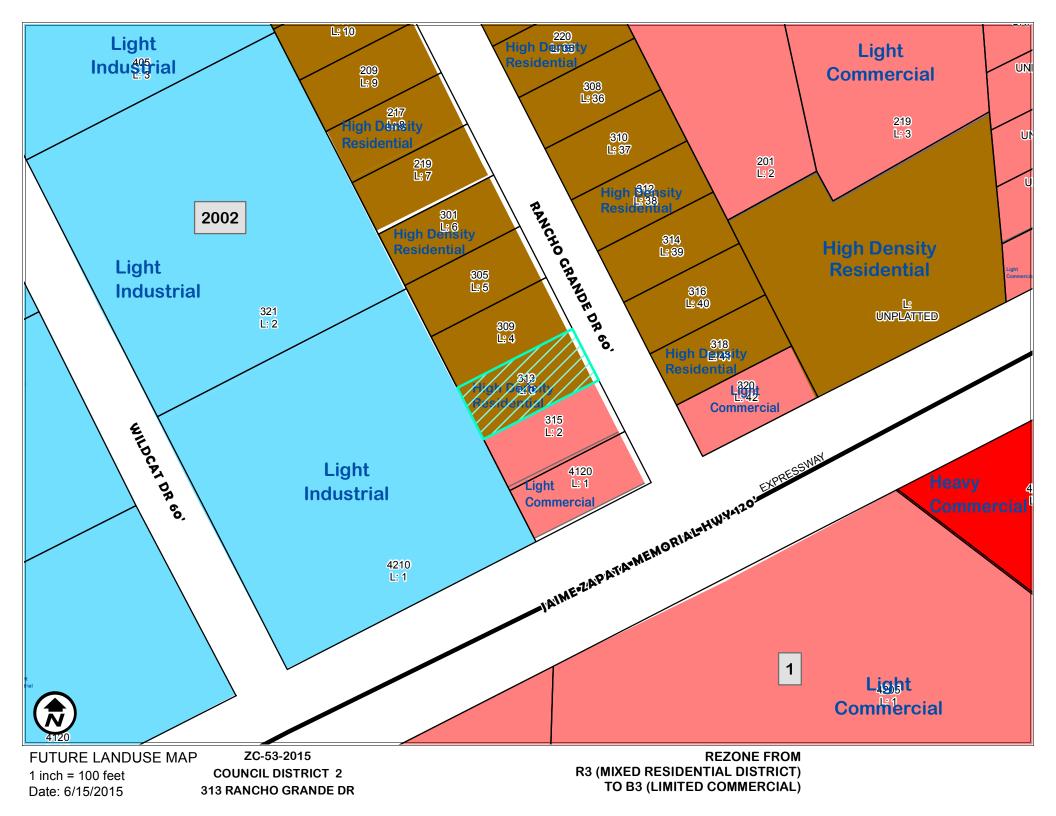




ZONING OVERVIEW 1 inch = 500 feet Date: 6/15/2015

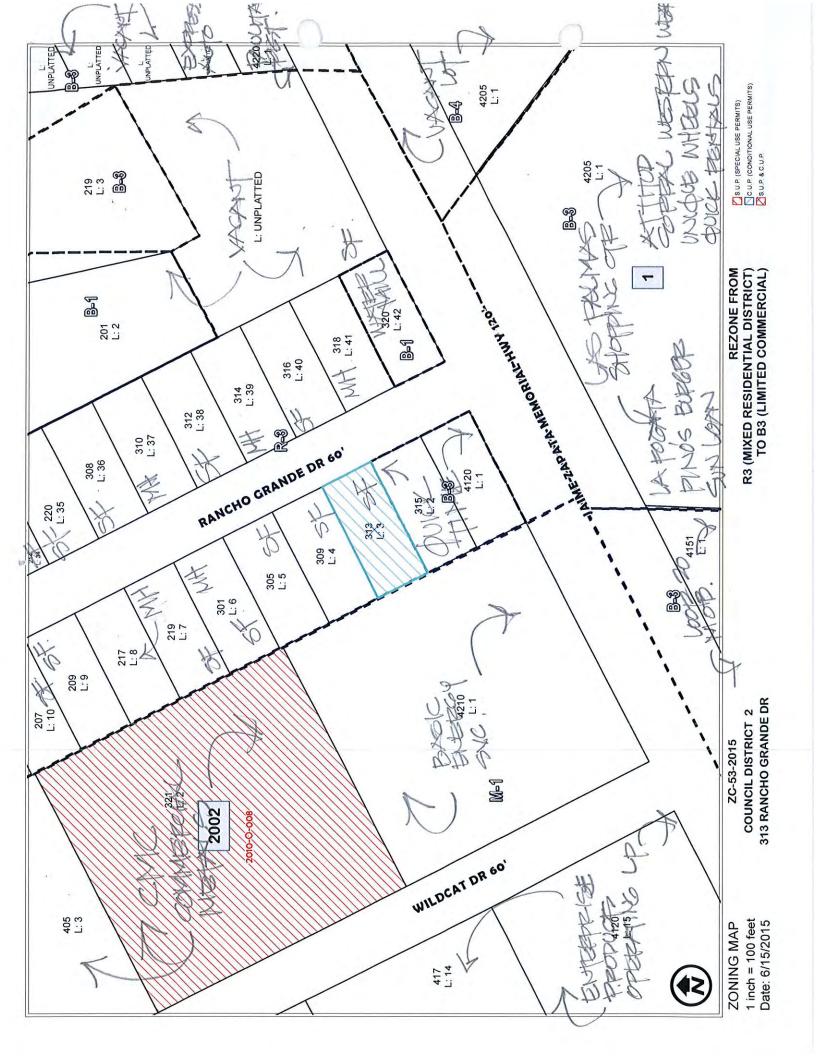
COUNCIL DISTRICT 2
313 RANCHO GRANDE DR

R3 (MIXED RESIDENTIAL DISTRICT)
TO B3 (LIMITED COMMERCIAL)





AERIAL MAP 1 inch = 100 feet Date: 6/15/2015 ZC-53-2015 COUNCIL DISTRICT 2 313 RANCHO GRANDE DR REZONE FROM R3 (MIXED RESIDENTIAL DISTRICT) TO B3 (LIMITED COMMERCIAL)

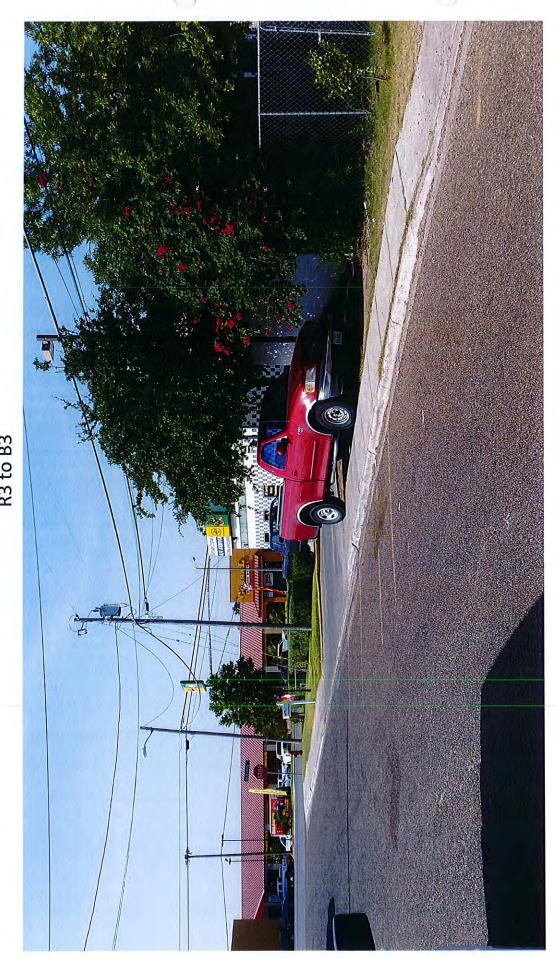




ZC-53-2015 313 Rancho Grande Drive R3 to B3



ZC-53-2015 313 Rancho Grande Drive R3 to B3



ZC-53-2015 313 Rancho Grande Drive R3 to B3

ZC-53-2015 313 Rancho Grande Drive R3 to B3





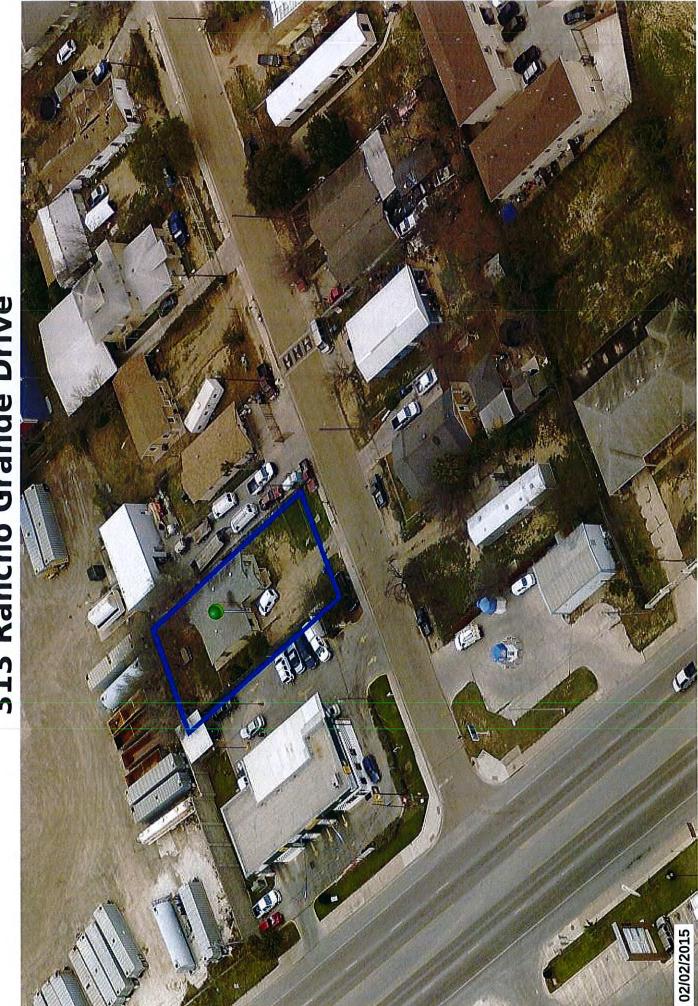








ZC-53-2015 313 Rancho Grande Drive R3 to B3



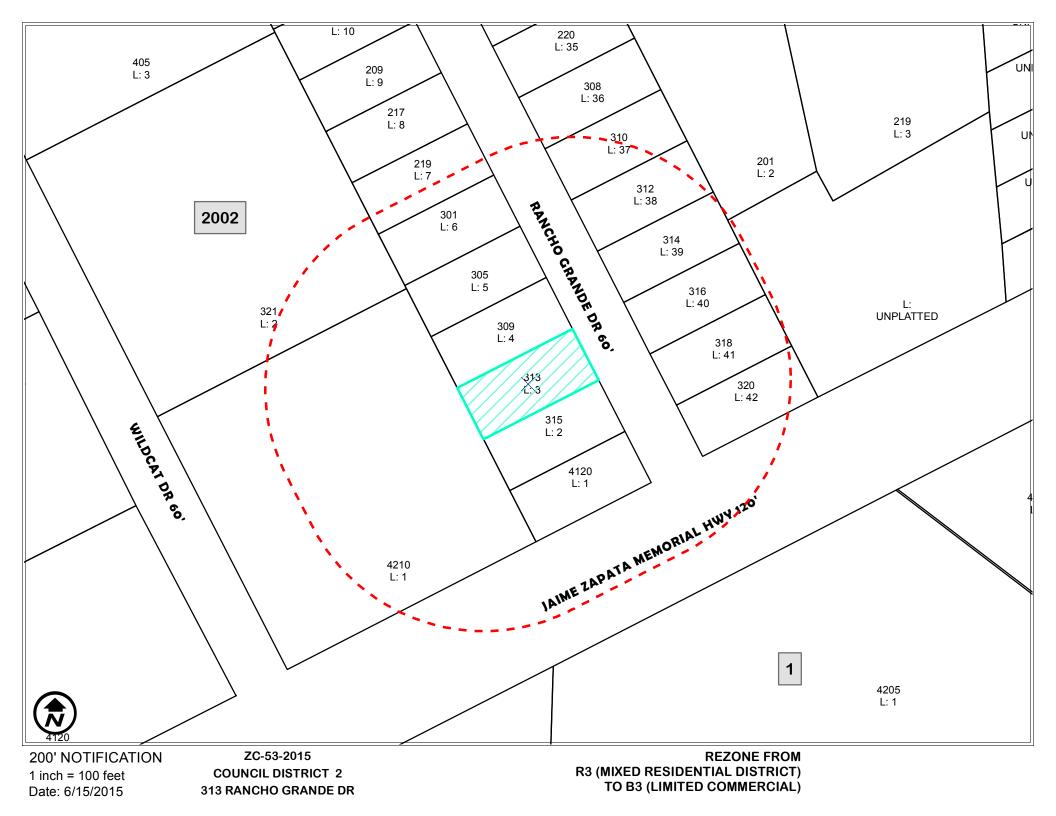
313 Rancho Grande Drive

02/02/2015

313 Rancho Grande Drive (Aerial/Pictometry)

06/13/2006

313 Rancho Grande Drive (2006)



Public Hearings (also Intro Ord) 7.

City Council-Regular

Meeting Date: 08/17/2015

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

Public hearing for the adoption of a tax rate of \$0.637000 per \$100 value for the Tax Year 2015. The tax rate will provide revenue for the general fund and debt service. The rate includes \$0.493751 per \$100 value for Maintenance and Operation and \$0.143249 per \$100 value for Sinking Fund of the Debt Service and is estimated to generate a tax levy of \$75,067,226. The City Council is scheduled to vote on the tax rate on September 15, 2015 at 12:00 Noon and September 21, 2015 at 5:30 PM at City Council Chambers located at 1110 Houston.

VENDOR INFORMATION FOR COMMITTEE AGENDA

Not Applicable

PREVIOUS COUNCIL ACTION

On August 03, 2015 City Council voted to set August 17th and September 8nd as the public hearing dates for the adoption of a proposed tax rate of \$0.637000 per \$100 value.

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.

Turid and payment of debt service.				
Certified Taxable Value	11,787,701,524			
Under ARB Review (WCAD Value)	81,660,387			
Total Certified Taxable Value	11,869,361,911			
Expected ARB Value Loss	(9,973,537)			
Adjusted Certified Taxable Value	11,859,388,374			
Tax Levy @ 0.637000/\$100	75,544,304			
OV 65 Tax Freeze Levy Loss	<u>(477,078)</u>			
Adjusted Levy	75,067,226			

COMMITTEE RECOMMENDATION

Not Applicable

STAFF RECOMMENDATION

To hold the first public hearing for the adoption of a tax rate of \$0.637000 per \$100 value.

Fiscal Impact

Fiscal Year:

Bugeted 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.

Introductory Ordinances 8.

City Council-Regular Meeting Date: 08/17/2015

Initiated By: Jesus Olivares, City Manager Staff Source: Raul Casso, City Attorney

SUBJECT

Amending Chapter 21, Article I, Offenses and Miscellaneous Provisions to include: §21-7, Prohibited Uses of Public Fountains, prohibiting the use of public fountains for any purpose other than viewing prohibited purposes to include, without limitation, bathing, swimming, wading, or otherwise getting into the fountain, either by persons or animals, altering the water quality by placing in any matter soap, detergents, or any other additives, or taking water for any purpose; providing a maximum fine of \$500.00; severability; and effective date and publication.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Specific inconsistence of conduct have brought councils attention to address this ordinance.

COMMITTEE RECOMMENDATION

That this Ordinance be passed.

STAFF RECOMMENDATION

That this Ordinance be passed.

Fiscal Impact

Fiscal Year: 2015

Bugeted Y/N?:

Source of Funds:

Account #: 101-0000-341-1010

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Attachments

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ORDINANCE 2015—O—___

AMENDING Chapter 21, ARTICLE I, OFFENSES AND MISCELLANEOUS PROVISIONS TO INCLUDE: §21-7, PROHIBITED USES OF PUBLIC FOUNTAINS, PROHIBITING THE USE OF PUBLIC FOUNTAINS FOR ANY PURPOSE OTHER THAN VIEWING PROHIBITED PURPOSES TO INCLUDE, WITHOUT LIMITATION, BATHING, SWIMMING, WADING, OR OTHERWISE GETTING INTO THE FOUNTIAN, EITHER BY PERSONS OR ANIMALS, ALTERING THE WATER QUALITY BY PLACING IN ANY MANNER SOAP, DETERGENTS, OR ANY OTHER ADDITIVES, OR TAKING WATER FOR ANY PURPOSE; PROVIDING A MAXIMUM FINE OF \$500.00; SEVERABILITY; AND FOR AN EFFECTIVE DATE AND PUBLICATION.

<u>WHEREAS</u>, the purpose of public fountains at area parks is to enhance the beauty and decorative character of public parks and to provide viewing enjoyment for the general public; and,

WHEREAS, some members of the public have resorted to public fountains for personal uses, including without limitation, bathing, persons and pets, wading, washing laundry, and other uses to which a swimming pool or public bath might be put; and,

<u>WHEREAS</u>, such uses contribute to the accelerated deterioration of the condition of public fountains beyond what the normal passage of time would impose if public fountains were left alone to their intended purpose which is to be looked at.

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

1. Any use of a public fountain by any person, including a person's pet, for personal uses including bathing, wading, splashing, swimming, washing, laundry, introducing an additive to the water, taking water away, is hereby prohibited; and

- 2. <u>A violation of this ordinance shall be punishable by a maximum fine of \$500.00; and</u>
- 3. <u>This ordinance shall be published one (1) time in the official newspaper, and shall become effective upon its passage and publication.</u>

DAY OF,	2015.
	PETE SAENZ, MAYOR
APPROVED AS TO FORM:	ATTEST:
Ву:	By:
Raul Casso	Gustavo Guevara
City Attorney	City Secretary

Introductory Ordinances 9.

City Council-Regular

Meeting Date: 08/17/2015

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Cynthia Collazo

Staff Source: Ronnie Acosta

SUBJECT

Authorizing the City Manager to execute a lease agreement with St. Patrick's Church for a parcel of land consisting of approximately 3,455 square feet and being out of the right-of-way at Del Mar Blvd. and Fenwick Dr. north of Lot 721, Block 44 Section 2-A, Area "C", Del Mar Hills Subdivision, in the City of Laredo, Webb County, Texas. The new lease terms include a five (5) year initial term with a five (5) year renewal option at a lease rate of \$80.00 dollars per month. (Approved by Operations Committee).

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

City Council approved the current lease thru ordinance 2005-O-281 on November 7, 2005.

BACKGROUND

The church has leased the same tract from the City for the past 10 years for \$25.00 dollars a month. Since the lease will expire on Sept 30, 2015, the City requested a new appraisal for the parcel. Based on the appraisal, a new monthly rate in the amount of eighty (\$80.00) is being recommended. The new lease agreement is offering a 5 year lease term with a (5) five year renewal option. The parcel is currently being utilized as part of the Church's parking improvements.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the introduction of this Ordinance

Fiscal Impact

Fiscal Year: 2015-2016

Bugeted Y/N?:

Source of Funds: Lease Agreement 401-0000-361-2012

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Revenue generated by the lease in the amount of \$80.00 dollars per month will be credited to Account 101-0000-361-2012, accounts receivable.

Attachments

ordinance lease agreement metes & bounds

ORDINANCE

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH ST. PATRICK'S CHURCH FOR A PARCEL OF LAND CONSISTING OF APPROXIMATELY 3,455.00 SQUARE. FEET AND BEING OUT OF THE RIGHT-OF-WAY AT DEL MAR BLVD. AND FENWICK DR. NORTH OF LOT 721, BLOCK 44 SECTION 2-A, AREA "C", DEL MAR HILLS SUBDIVISION, IN THE CITY OF LAREDO, WEBB COUNTY, TEXAS. THE NEW LEASE TERMS INCLUDE A FIVE (5) YEAR INITIAL TERM WITH A FIVE (5) YEAR RENEWAL OPTION AT A LEASE RATE OF \$80.00 DOLLARS PER MONTH.

WHEREAS, ST. Patrick's Church wishes to enter into a lease of a 3,455.00 square ft. (0.0793acre) tract of land, more or less, being a portion of Del Mar Blvd. and Fenwick Drive right-of-ways in Porcion 25, Abstract 50, City of Laredo, Webb County, Texas (corner of Fenwick and Del Mar); and

WHEREAS, formerly the Church leased the same tract from the City for a period of 10 years pursuant to Ordinance No. 2005-0-281 at a monthly rate of \$25.00 dollars, with the lease term of October 1, 2005 thru September 30, 2015.

WHEREAS, the City Council finds that it is in the best interest of the City of Laredo and its citizens to execute a lease with St. Patrick's Church in the form and content attached.

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

- 1. It approves of a lease with St. Patrick's Church for a 3455.00 square ft. tract of land, being out of the Right-of-Way at Del Mar Blvd. and Fenwick Dr. north of Lot 721, Block 44 section 2-A, area "C" Del Mar Hills Subdivision, in the City of Laredo, Webb County, Texas. Said Lease Agreement is for a term of five (5) years at a lease rate of \$80.00 dollars per month with a five (5) year renewal option.
- 2. It authorizes the City Manager to execute said lease, to be effective as of October 1, 2015.
- 3. This ordinance shall become effective upon passage thereof.

	NCIL AND APPROVED BY THE MAYOR on this the
day of	, 2013.
	PETE SAENZ
	Mayor
ATTEST:	
GUSTAVO GUEVARA, JR	
City Secretary	
APPROVED AS TO FORM:	
RAUL CASSO, City Attorney	
WELLW EVEZ CEDALD	
KELLY FITZGERALD Deputy City Attorney	
Deputy City Milotiney	

LEASE AGREEMENT

By authority of Ordinance No.	, this lease is entered into, effective
from the date of passage, by and between the CITY OF	F LAREDO, a Municipal Corporation
located in Webb County, Texas, hereinafter "Lessor" a	and ST. PATRICK'S CHURCH,
hereinafter "Lessee" and the parties hereto agree as fo	llows:

DEMISED PREMISES

LESSOR, hereby agrees to lease LESSEE a parcel of land of 3455.00 square feet being out of the right-of-way at Del Mar Blvd. and Fenwick Dr. in Porcion 25, adjacent and to the north of Lot 721, Block 44, Section 2-A, Area "C" Del Mar Hills Subdivision, as per plat recorded January 4, 1973, Volume 2, Page 226, Webb County Texas Plat Records, and more particularly described and shown on Exhibit "A", attached hereto.

TERM

The term of this lease shall be for five (5) years, beginning on October 1, 2015 thru September 30, 2020, with a (5) five year renewal option. LESSOR shall have the right to terminate this lease at any time during the term hereof by giving sixty (60) days written notice to LESSEE.

RENT

LESSEE, covenants and agrees to pay LESSOR as rent for the said premises, the sum of eighty (\$80.00) dollars per month beginning the first day of each month.

IMPROVEMENTS

LESSOR, acknowledges that there are improvements on the leased premises on the date of signing of this lease, and agrees that such may remain throughout the term of this lease. LESSEE may not, however, construct any additional improvements, buildings or fixtures on the leased area during the term of this lease.

NO ASSIGNMENT

This lease may not be assigned.

LIABILITY

LESSEE, indemnifies LESSOR and holds LESSOR harmless from any and all claims for loss, cost, or damages that may arise out of or in connection with the LESSEE'S lease and use of the leased premises.

RIGHT OF LESSOR TO TERMINATE

LESSOR, may terminate this lease at any time, by giving LESSEE, written sixty (60) days notice of termination.

COMPLIANCE WITH LAW

LESSEE, agrees to comply with all local, state, and federal laws which apply to the leased area and the use thereof.

NOTICES

Any notices which are required hereunder, or which the LESSOR or LESSEE desire to serve upon the other, shall be in writing and shall be deemed served when hand delivered to the other party, or when received by the other party by certified mail, return receipt requested,

Addressed to LESSEE as follows:		
Addressed to LESSOR as follows:	Fr. Wojciech Kosowicz Administrator 555 E. Del Mar Blvd. Laredo, Texas 78041	z, PhD.
	City Manager City of Laredo 1110 Houston St. Laredo Texas 78042	
Executed in triplicate originals on this	day of,	2015.
LESSOR: City of Laredo A Municipal Corporation		
By:		
LESSEE: St. Patrick's Church		
By: Fr. Wojciech Kosowicz, PhD Administrator).	

STATE OF TEXAS COUNTY OF WEBB

MRTES AND BOUNDS DESCRIPTION OF A 3,455.00 SQUARE FOOT (0.0793 ACRE) TRACT OF LAND, more or less, being a portion of Del Mar Blvd. and Fenwick Drive right-of-ways in Porcion 25, Juan F. Garcia, Original Grantee, Abstract 50, City of Laredo, Webb County, Texas; said 3,455.00 square foot tract situated adjacent to and north of Block 44, Section 2-A, Area "C" Del Mar Hills, a subdivision as per amended plat recorded January 4, 1973 in Vol. 2, Page 226, Webb County, Texas Plat Records; said 3,455.00 square foot tract more particularly described as follows:

BEGINNING at a point on the easterly right-of-way line of Fenwick Drive being the most westerly northwest corner of Lot 721, Block 44, Section 2-A, Area "C" Del Mar Hills, City of Laredo, Webb County, Texas; said point being the southwest corner of this 3,455.00 square foot tract;

THENCE, N21051'00"W, a distance of 41.00' to a point, the north-west corner hereof;

THENCE, N68⁰09'00"E, parallel and 21.00' north of the southerly right-of-way line of Del Mar Blvd., a distance of 155.00' to a point, the northeast corner hereof;

THENCE, S21^O51'00"E, a distance of 21.00' to a point on the southerly right-of-way line of Del Mar Blvd., same being the northerly line of Block 44; said point being the southeast corner hereof;

THENCE, S68^O09'00"W, along the southerly right-of-way line of Del Mar Blvd., same being the northerly line of Block 44, a distance of 135.00' to a point, a deflection left;

THENCE, S23^O09'00"W, along the existing street right-of-way line of Fenwick Drive, a distance of 28.28' to the point of beginning.

STATE OF TEXAS COUNTY OF WEBB

I, John E. Foster, a Registered Professional Land Surveyor, do hereby certify that the foregoing metes and bounds description is true and correct to my best knowledge and belief and was prepared from office records available.

WITNESS MY HAND AND SEAL THIS 30TH DE TO

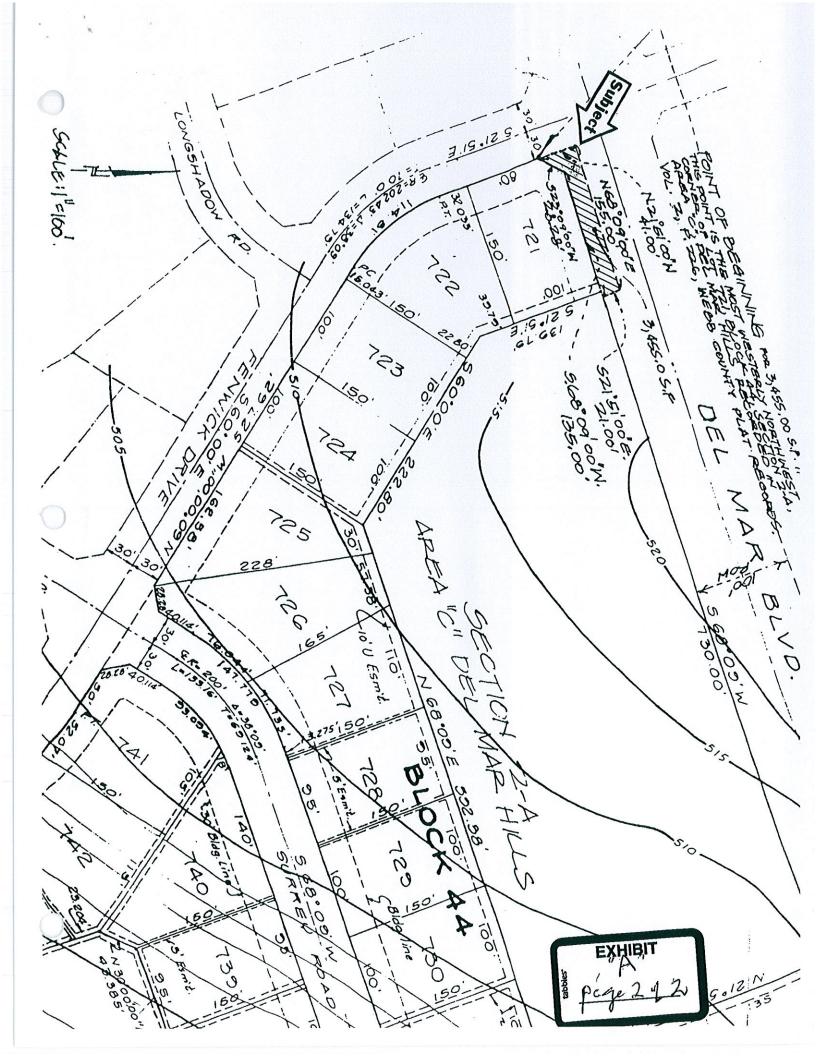
IN E. FOSTER R. P. L. 8. #1136

IGHNE FOSTER

EXHIBIT

A

Page 192



Final Reading of Ordinances

City Council-Regular Meeting Date: 08/17/2015

Staff Source: Robert Murillo, Traffic Safety Manager

SUBJECT

2015-O-107 Amending Chapter 19, Motor Vehicle and Traffic, Article VIII, Stopping, Standing or Parking, of the Code of Ordinances, City of Laredo: Specifically adding Section19-364 (17) which establishes the South side of the 2100 block of Ash Street, between Buena Vista Avenue and Bartlett Avenue., as a "No Parking Anytime/Tow Away" Zone; providing severability and for an effective date and publication.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The ordinance was introduced by Council on August 10th. Currently, it is necessary to designate the South side of the 2100 block of Ash Street, between Buena Vista Avenue and Bartlett Avenue, as a "No Parking/Tow Away" Zone, because the street width is too narrow for vehicles to transit and create a safety hazard. Therefore It becomes necessary to remove vehicles left standing, stored, or staged in these streets or parking areas The designation of this section of streets as a "No Parking Anytime/Tow Away" Zone is recommended to prohibit any parking along the South side of the 2100 block of Ash Street, between Buena Vista Avenue and Bartlett Avenue, to authorize the Police Department to cite or tow-away vehicles that disregard this designation. The City of Laredo Traffic Safety Division will be responsible for the installation and maintenance of all signs that need to be installed to designate this section of roadway as such.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends approval of this ordinance.

Fiscal Impact

Fiscal Year: 2015 Bugeted Y/N?: Y **Source of Funds:**

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding will be obtained from Traffic Safety Division operating fund.

Attachments

Ordinance 2015-O-107

ORDINANCE 2015 – O –107

AMENDING CHAPTER 19, MOTOR VEHICLE AND TRAFFIC, ARTICLE VIII, STOPPING, STANDING OR PARKING, SECTION 19-364, RESTRICTED PARKING AREAS, OF THE CODE OF ORDINANCES, CITY OF LAREDO: SPECIFICALLY ADDING SUB-SECTION 19-364(17) WHICH ESTABLISHES THE SOUTH SIDE OF THE 2100 BLOCK OF ASH STREET, BETWEEN BUENA VISTA AVENUE AND BARTLETT AVENUE, AS A "NO PARKING ANYTIME/TOW AWAY" ZONE; PROVIDING SEVERABILITY AND FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, it is necessary to designate the South side of the 2100 block of Ash Street, between Buena Vista Avenue and Bartlett Avenue, as a "No Parking Anytime/Tow Away" Zone, because the street width is too narrow for vehicles to transit and it creates a safety hazard. Therefore, it becomes necessary to cite or remove vehicles left standing, stored, or staged in these streets or parking areas; and

WHEREAS, the City Council finds that it is necessary to authorize the removal of vehicles in violation of illegal parking by properly establishing and identifying tow-away zones for the removal of vehicles in violation, also recognizing that increased regulation of parking constitutes a benefit to the City; and

WHEREAS, it is in the opinion of the City Council that it is in the best interest of the city to apply the best and fairest method to maintain and regulate the use of streets and street parking in this area and other streets throughout the city,

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

SECTION 1. AMENDMENT

That Chapter 19, Article VIII, Section 19-364, is hereby amended to read as follows:

Sec. 19-364. Restricted parking areas.

The removal of vehicles for parking violations on certain streets and parking metered areas for the following times are hereby established.

(1)

Parking of vehicles is prohibited Monday through Saturday between the hours of 6:00 p.m. and 8:00 a.m. and all day Sunday in parking metered spaces located on the following streets:

Blocks 600 through 1000 of Santa Ursula Avenue; and

The 800 block of Lincoln Street and Washington Street.

(2)

Parking of vehicles is prohibited at all times in the following streets located in the downtown business district:

Blocks 500 thru 1000 of San Dario Avenue;

Blocks 200 thru 500 of Santa Ursula Avenue;

The 600 block of Iturbide Street, Hidalgo Street, Matamoros Street, Houston Street, and Washington Street;

The 600 block of Farragut Street and of the north side of Victoria Street;

The 800 block of Iturbide, Hidalgo, Farragut, Matamoros, and Victoria;

The south side of the 800 block of Houston;

The north side of the 800 block of Lincoln Street and Washington Street;

The 300 block of San Bernardo Street:

The north side of Pedregal Road (River Road) between Santa Isabel Avenue on the west and the old U.S. Customs import lot on the east;

The south side of Pedregal Road (River Road) between Santa Isabel Avenue on the west and Santa Maria Avenue on the east;

The east and west side of Main Street between Pedregal [Road] (River Road) on the south and Water Street on the north;

The north and south side of Ventura Street between Santa Maria Avenue on the east and Santa Cleotilde Avenue on the west:

The east and west side of Santa Maria Avenue between Pedregal [Road] (River Road) on the south and Water Street on the north;

(3)

Parking of vehicles is prohibited at all times:

Along U.S. 83 (Zapata Highway) between Zacatecas Street and the southern city limits of Laredo;

On the east and west sides of the 4900, 5000, 5100 and 5200 blocks of Tesoro Plaza, located north of West Calton Road;

(4)

No parking any time; tow-away zone.

North of Loop 20 on the east side of the 11000 block of McPherson Road between Nafta Street and Grand Central Boulevard;

East and west sides of Livingston Drive, between North Star Drive and Shiloh Drive and between Shiloh Drive and 300 feet north of Shiloh Drive.

Spring Road 400 feet north of Shiloh Drive.

North and south sides of Sonterra Drive between McPherson Road and Serene Drive.

North and south side of Village Boulevard between Springfield Avenue and 800 feet east of Village Boulevard.

East and west sides of Martingale between Village Boulevard and 300 feet south of Village Boulevard.

(5)

Bus only/no parking tow-away zone, every day between the hours of 3:00 a.m. and 10:00 p.m.

East side of the 700 block of Juarez Avenue and the north side of the 1300 block of Farragut Street.

(6)

Taxicab stand/no parking tow-away zone, every day between the hours of 3:00 a.m. and 10:00 p.m.

South side of the 1300 block of Matamoros Street.

- (7)

 No parking anytime/tow-away zone on the east and west sides of East Country

 Drive, between Del Mar Boulevard and Gracie Lane from Monday through Friday starting at 8:00 a.m. to 5:00 p.m., during school days.
- (8)

 The East side of Cypress Drive, between Los Ebanos Drive and Alta Vista Drive is hereby designated as no parking tow away zone every day during the hours of 6:00 p.m. in the evening and continuing until 6:00 a.m. the following morning; and
- (9)

 No Parking Anytime/Tow-away zone on the East side of N Texas Ave., between
 US 59 and E. Travis St.; and on the North side of E. Travis St., between N. Texas
 Ave. and N. Milmo Ave
- (10)

 No Parking Anytime/Tow-away zone on the North and the South side of 8000

 Block to 8600 Block of Milo Rd.
- (11)

 No Parking Anytime/Tow away zone on the East side and West side of Larga

 Vista Drive, between SH 359 and approximately 200 feet North of SH359.
- No Parking Anytime/Tow-away zone all times, except between the hours of 8 am to 5 pm, Monday thru Friday, on the North side of the 600 Block of Amistad Drive and including the entire cu-de-Sac at the west end of this section of street located west of McPherson Road.
- (13)

 No Parking Anytime/Tow away zone on the north side of State Highway 359, between Willow Oaks Street and Larga Vista Drive.
- No Parking Anytime/Tow-away zone, on the South side of the 2200 Block of Mier Street, between Jarvis Avenue and Bartlett Avenue.
- No Parking Anytime/Tow-away zone, on the North and South side of San Lorenzo Drive, between FM1472 and approximately 500 feet East of FM 1472.
- No Parking Anytime/Tow-away zone, on the North side of the 300 and 400 block of Crossroads Street, between Rio Fuerte Lane and Grand Central Blvd.

No Parking Anytime/Tow-away zone, on the South side of the 2100 block of Ash Street, between Buena Vista Avenue and Bartlett Avenue.

SECTION 2:
The installation and erection of appropriate signs is hereby authorized; and
SECTION 3:
The City Manager, the Chief of Police, and the Traffic Safety Director are hereby authorized to take the necessary steps to carry out this ordinance; and
SECTION 4:
This ordinance shall be published once in accordance with the provisions set for in Section 2.09 (d) of the City Charter. This ordinance shall become effective upon its passage and publication
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, 2015.
PETE SAENZ, 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 10.

City Council-Regular

Meeting Date: 08/17/2015

Initiated By: Jesus Olivares, City Manager

Initiated By: Riazul Mia, P.E.

Staff Source: Utilities Director

SUBJECT

2015-O-095 Authorizing the City Manager to sign and execute the Standard Utility Agreement, the attachment "E" (ROW-U-JUAA), the attachment "H" including the affidavits, Statement Covering Utility Work (ROW-U-48) attached hereto, between the City of Laredo (City) and the Texas Department of Transportation (TxDOT) in the estimated amount of \$1,816,058.30 for the TxDOT Utility Relocations Loop 20 & Clark from Kansas City Railroad to US 59 and to amend the City of Laredo 2014 Water Revenue Bond and 2014 Sewer Revenue Bond Annual Budgets by appropriating revenues and expenditures in the estimated amount of \$1,234,943.27 and \$581,115.03, respectively. The State will make payment to the City, upon completion of the relocation and upon receipt of final billing in the amount of 90% of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment (10%) totaling the reimbursement amount found eligible to the State. **AS AMENDED.**

PREVIOUS COUNCIL ACTION

City Council award the engineering contract to Porras Nance Engineering on July 15, 2013. City Council approved Amendment #1 to the Engineering Contract to Porras Nance Engineering on December 1, 2014. City Council approved the intruduction of ordinance on July 20, 2015.

BACKGROUND

The State needs to execute the Standard Utility Agreement (ROW-U-35) for the construction of the TxDOT Utility Relocations Loop 20 & Clark from Kansas City Railroad To US59 in order to provide the notice to proceed to the contractor QroMex Construction, Inc. The City Manger needs to sign and execute the same document prior to TxDOT signing the document. City Council will award the contract on this Council Meeting July 20, 2015; the project was let on August 5, 2014, but TxDOT didn't acquire the ROW until the end of June, 2015. The eligibility ratio for the reimbursement to the City is 59.88% including the engineering fees, testing fees, work by City Force, work done by the contractor and overhead. TxDOT requested changes in the design made by Porras Nance Engineering and agreed to reimburse the City for the amending of the contract. Only some of the improvements designed by the consultant are reimbursable. The quantities for the reimbursement are shown below as Attachment "A"

City of Laredo Utilities Relocation for State Loop 20 Hwy. Construction Porject

Estimated Project Summary

City Utility Dept. (In House Forces)	\$148,031.00
Construction (Contrcator Cost)	\$2,255,902.00
Engineering fees (PORRAS NANCE)	\$265,000.00
Redesign Engineering fees (PORRAS NANCE ENGINEERING)	\$57,000.00
Testing CMT Tech	\$19,200.00
Testing CMT Tech Soil Investigation	\$12,000.00
Subtotal	\$2,757,133.00
Overhead (10%)	\$275,713.30
Total	\$3,032,846.30
Less Salvage Material	\$0.00
Less Betterment	\$0.00
Grand Total Estimated Utility Project Cost	\$3,032,846.30
Estimated amount eligible for reimbursement	\$3,032,846.30

\$1,816,068.36

COMMITTEE RECOMMENDATION

Operation Committee Finance Committee

Eligibility Ratio = 59.88%

STAFF RECOMMENDATION

Approval of ordinance

Fiscal Impact

Fiscal Year: 2014-2015

Bugeted Y/N?:

Source of Funds: Water Revenue Bond **Account #:** 557-4191-538-0403

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The Standard Utility Agreement is beneficial to the Utilities Department because it will save the amount of \$1,234,943.27 in water improvements to be coded into account number 557-4191-538-0403.

	Original Budget	Amendment	Amended Budget
2014 Water	· ·		J
Revenue Bond Total Revenues:	5,678,333	1,234,943	6,913,276
Total Expenses	5,678,333	1,234,943	6,913,276

Fiscal Year: 2014-2015

Bugeted Y/N?:

Source of Funds: Sewer Revenue Bond **Account #**: 559-4289-538-0403

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The Standard Utility Agreement is beneficial to the Utilities Department because it will save the amount of \$581,115 in wastewater improvements to be coded into account number 559-4289-538-0403.

	Original Budget	Amendment	Amended Budget
2014 Sewer			
Revenue Bond			
Total Revenues:	5,912,542	581,115	6,493,657
Total Expenses	5,912,542	581,115	6,493,657

Attachments

Attachment "E" ROW-U-JUAA

Attachment "B" Utility Account Method

Attachment "C" Utility schedule work and estimated date of completion

Attachment "A' Cover Page

Attachment "A" Estimated amount of reimbursement

Attachment "F" Cover Page

Attachment "F" Eligibility Ratio

Attachment "H" Cover Page

Attachment "H" Utility Owner Affidavit

Attachment "H" Property Owner Affidavit ROW-U-1C

Attachment "G" Betterment Calculation

Attachment "G" Fire Flow Requirements

Attachment "H" Easements and ROWs for the existing system

Attachment D SPUR 400

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Attachment "B"

Utility Accounting Method

Actual Cost Method of Accounting

The Utility agrees to develop relocation or adjustment cost by accumulating actual direct or related indirect costs in accordance with a work order accounting procedure prescribed by the Federal or State regulatory body.

Attachment "C"

Utility Schedule of Work and Estimated Date of Completion

Start Date: October 15, 2015

Duration: 365 days Calendar days

Estimated Completion Date: October 15, 2016

Attachment "A"

Plan, Specifications, and Estimated Costs

Summary of Estimated Utility Costs

City of Laredo Utilities Relocation for State Loop 20 Hwy	. Construction Project
Estimated Project Summary	
City Utility Dept. (In House Forces)	\$148,031.00
Construction (Contractor Cost)	\$2,255,902.00
Engineering fees (PORRAS NANCE)	\$265,000.00
Redesign Engineering fees (PORRAS NANCE	
ENGINEERING)	\$57,000.00
Testing CMT Tech	\$19,200.00
Testing CMT Tech Soil Investigation	\$12,000.00
Subtotal	\$2,757,133.00
Overhead (10%)	\$275,713.30
Total	\$3,032,846.30
Less Salvage Material Less Betterment	\$0.00 \$0.00
Grand Total Estimated Utility Project Cost	\$3,032,846.30
Estimated amount eligible for reimbursement	
ELIGIBILITY RATIO = 59.88%	\$1,816,068.36

Attachment "F"

Eligibility Ratio

U14374 City of Laredo

See attachment "H" for proof of property interest and Composite Eligibility Ratio (CER) calculation, which is establish at **59.88** % eligible.

Eligibility Ratio = 59.88%

Eligibility Calculations

Composite Eligibility Ratios (CER) Calculation

Location 1: 24" Waterline (Line "C" and partial of "D")

The City of Laredo has an easement for the existing 24" waterline. The City of Laredo will relocate of the existing 24" waterline with gate valves, butterfly valves and air release valves with related appurtenances and incidentals located at the south of Kinder Morgan inside the 24" waterline easement with the installation of a 24" waterline with butterfly valves and air release valves and related appurtenances and incidentals from inside the easement to the Kansas City Railroad. The City of Laredo has 5 If of pipe by permit and 40 If of pipe inside of an easement. Therefore the eligibility ratio for this location will be: The eligibility ratio calculation for this location is (40'/45') = 0.8889. The Eligibility Ratio for this location equal 88.89%

Location 2: 16" Waterline (Line partial of "D")

The City of Laredo has a ROW for the existing 16" waterline at Carson Road. The City of Laredo will relocate of the existing 16" waterline with fire hydrants, gate valves, butterfly valves and air release valves with related appurtenances and incidentals located at the west side of SL 20 from the north of Kinder Morgan to the 24" waterline easement with the installation of a 16" waterline with fire hydrants, gate valves, butterfly valves and air release valves from north of Kinder Morgan to the 24" waterline easement. The City of Laredo has 1160 If of pipe by permit and 185 If of pipe inside of the City of laredo ROW. The eligibility ratio calculation for this location is (185'/1160') = 0.1595. The Eligibility Ratio for this location equal 15.95%

Location 3: 12" Sanitary Sewer (Line "A" South of Lift Station)

The City of Laredo has an easement for the lift station with related appurtenances and incidentals and has been mantained by the City of Laredo Utilities Department since the construction of the same. In order for the City of Laredo to continue providing sewer services. The City of Laredo will remove the existing lift station and abandon the existing sewer private mains, private manholes, sewer private services with the installation of a 12" sanitary sewer line with related appurtenances and incidentals from the Lift Station to the south of Kansas City Southern Overpass. The Eligibility Ratio for this location equal **100%**.

Location 4: 8" Sanitary Sewer (Line "A" DPS area)

The City of Laredo has a blanket easement for the existing 8" sanitary sewer line inside of the DPS that provide sewer services to the area and has been mantained. In order to continue to providing services, the City of Laredo will install a 12" sanitary sewer line with manholes and services that will provide sewer services to the DPS. The Eligibility Ratio for this location equal **100%.**

Location 5: 8" Waterline (Line "J" DPS area)

The City of Laredo has a blanket easement for the 8" waterlines with gate valves and air release valves with related appurtenances and incidentals inside of the DPS that provide water services to the area and also has been mantained water services to the meters for the DPS area. In order to continue to providing services, the City of Laredo install all related improvements including 16" waterline crossing and fire hydrant. The Eligibility Ratio for this location equal 100%.

Location 6: 16" Waterline (Line "E")

The City of Laredo has an easement on Ponderosa Commercial Phase II for the 16" waterline. Also the City of Laredo redesign the waterline in order to accommodate the retaining wall design by TXDOT consultant inside of the City of Laredo easement. The redesign by the City of Laredo consultant is **100% reimbursable**. The City of Laredo has to relocate of the existing 16" waterline with fire hydrants, gate valves, butterfly valves and air release valves with related appurtenances and incidentals located at the west side of SL 20 with the installation of another 16" waterline with fire hydrants, gate valves, butterfly valves and air release valves with different alignment with related appurtenances and incidentals from the north side of Campos Road to the Walmart entrance. The City of Laredo has 2300 If of pipe by permit and 57 If of pipe mantained and/or inside of an easement. The eligibility ratio calculation for this location is **(57'/2357') = 0.0242**. The Eligibility Ratio for this location equal **2.42%**

Location 7: 8" Waterline (Line "E" 8" waterline connections)

The City of Laredo has an easement on Ponderosa Commercial Phase II for the 8" waterline. The City of Laredo has to relocate of the existing 8" waterline with related appurtenances and incidentals located inside the easement on Ponderosa Commercial Phase II with the installation of another 8" waterline with related appurtenances and incidentals. The City of Laredo has all the 8" waterline inside the easements. The Eligibility Ratio for this location equal 100%.

Location 8: 12" Sanitary Sewer (Line "K" West of SL20 bore extension)

The City of Laredo has an easement for the 12" sanitary sewer crossing west of SL 20 that provide services to Ponderosa Hills Subdivision. The City of Laredo will adjust the 12" sanitary sewer line with a 24" casing and install the two manholes at each side of the adjustment. The City of Laredo has all the 12" SS line inside the easement. The Eligibility Ratio for this location equal 100%.

Location 9: 12" Sanitary Sewer (Line "K" East of SL 20 bore extension)

The City of Laredo has an easement on for the 12" sanitary sewer crossing east of SL 20 that provide services to Ponderosa Hills Subdivision. The City of Laredo will adjust the 8" sanitary sewer line with a 16" casing and install the two manholes at each side of the adjustment along the easement. The Eligibility Ratio for this location equal **100%**.

Location 10A: 8" Sanitary Sewer (Line "K" East of SL20 between Campos and Location 9)

The City of Laredo has ROW for the existing 8" sanitary sewer line at Ramirez Drive and Campos Road. The City of Laredo will relocate of the existing 8" sanitary sewer line and related appurtenances and incidentals from Campos Rd.. to the utility easement on location 9. The City of Laredo has 330 If of sewer pipe by permit and 209 If of sewer pipe in the City of Laredo ROW. The eligibility ratio calculation for this location is (209'/539') = 0.3878. The Eligibility Ratio for this location equal 38.78%

Location 10B: 8" Waterline (Line "K")

The City of Laredo has ROW for the existing 8" waterline at Ramirez Drive and Campos Road. The City of Laredo will plug or cap the existing 8" waterline line with related appurtenances and incidentals at the existing Ramirez Dr. ROW and the existing Campos Rd. ROW. All the work should be done during construction. The Eligibility Ratio for this location equal **100%**.

Location 11: 12" Waterline (Line "G")

The City of Laredo has ROW for the existing 12" waterline at Fairfield Drive. The City of Laredo will relocate of the existing 12" waterline with a 24" casing and related appurtenances and incidentals from the west side of SL 20 and connecting to Fairfield Drive at the east side of SL 20. The City of Laredo has 455 lf of pipe by permit and 60 lf of pipe in the City of laredo ROW. The eligibility ratio calculation for this location is (60'/515') = 0.1165. The Eligibility Ratio for this location equal 11.65%.

Location 12: 8" Waterline (Line "B")

The City of Laredo has a blanket easement for the 8" waterlines with gate valves and air release valves including related appurtenances and incidentals inside of the DPS and required to extend the water services to Cantu Electric located north of Fesco Blvd. In order to continue to providing services to all the area, the City of Laredo installed a 24" waterline in front of the DPS and TxDOT's District Office and a 12" waterline in front of TxDOT's Area Office, but need to continue installing the 12" waterline from the Area Office to Fesco Blvd. with gate valves and air release valves incluing related appurtenances. The Eligibility Ratio for this location equal 100%.

Facility		Individual	
Location No.	Cost of Adjustment	Eligibility Ratio	Cost Factors
1	\$917,936.40	88.89%	\$815,953.67
2	\$112,055.81	15.95%	\$17,872.90
3	\$301,938.85	100%	\$301,938.85
4	\$69,438.62	100%	\$69,438.62
5	\$125,698.49	100%	\$125,698.49
6	\$740,558.58	2.42%	\$17,921.52
7	\$19,971.42	100%	\$19,971.42
8	\$77,287.03	100%	\$77,287.03
9	\$58,117.32	100%	\$58,117.32
10A	\$55,452.72	38.78%	\$21,504.56
10B	\$7,433.23	100%	\$7,433.23
11	\$173,650.31	11.65%	\$20,230.26
12	\$97,594.22	100.00%	\$97,594.22
Total	\$2,757,133.00		\$1,650,962.09

CER for this utility adjustment is (\$1,650,962.09/\$2,757,133.00)=59.88%

CER RATIO= 59.88%

Attachment "H"

Proof of Property Interest

Evidence of property interest is supported by the following documents and affidavits are attached hereto.



AFFIDAVIT

(for Utility Owner)

U-No. **U14374**

THE STATE OF TEXAS § District: Laredo (22) § County: Webb

COUNTY OF WEBB § Federal Project No.: N/A

ROW CSJ No.: 0086-14-056

Highway No.: SL 20 (To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Jesus Olivares of the City of Laredo Utilities Department, ("Utility") who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, <u>Jesus Olivares</u> am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

legal description of land

1. 15' water line easement to City of Laredo Vol. 1436, P. 83 – 86 (U.E. 1-RR)

12' water line easement to City of Laredo Vol. 1165, P. 448 – 450 (U.E. 2-RR)

20' water line easement to City of Laredo Vol. 3152, P. 698 – 703 (U.E. 2)

20'x20' lift station and 10' Sanitary sewer easement to City of Laredo Vol. 280, P.629-630(U E. 3)

Dedication of ROW to City of Laredo Vol. 313, P. 698-723 (U.E. 4)

Blanket Easement and 100' City of Laredo ROW Dedication Vol. 3454, P. 666-672 (U.E. 5)

Ponderosa Commercial Unit 4, Replat Lots 2A, 2B & 2C, Block 1 (12' U.E. 6)

Ponderosa Commercial Unit 2 (U.E. & Access easement 2.67 acres U.E. 7)

Ponderosa Hills Subdivision Unit 3 (15' outside U.E. 8)

Ponderosa Hills Subdivision Unit 1 (15' outside U.E. 9 and 80' City of Laredo ROW 10)

Towne East Subdivision Phase IV (50' City of Laredo ROW 11)

Towne East Subdivision Phase III (50' City of Laredo ROW 12)

[facts indicating affiant's familiarity with subject land, including inspection and surveys]

2. Attach exhibit "B" Map showing existing utilities in City Right of Way or easements;

[facts attesting to ownership, including claims through deeds, etc.]

3. Attach exhibit "A" Recorded Plats and Deeds:

[facts showing use of property]

4. Attach exhibit "B" Map showing existing utilities in City Right of Way or easements;

[facts showing nature and state of repair of enclosures or fencing]

5. The existing utilities in exhibit "B" provide water services for the immediate properties;

[facts showing continuous possession for statutory period].

6. The City of Laredo has the easement crossing KCR since July 30, 1990 and along the west side of SL20.

The City of Laredo has the easement along the KCR since April 4, 1986 along the north side of Railroad.

The City of Laredo has the easement since September 29, 2011 along the west side of SL20.

The City of Laredo has the easement for the lift station and force main since January 17, 1995.

The City of Laredo has the ROW since May 4, 1995 along the west side of SL20.

The City of Laredo has the easement since June 18, 2013 along the east side of SL20.

The City of Laredo has the easement since February 14, 2007 along the west side of SL20.

The City of Laredo has the easement since February 13, 2013 along the west side of SL20.

Form ROW-U-1A Rev. 3/2004 Page 2 of 3

The City of Laredo has the easement since December 10, 2003 along the west side of SL20.

The City of Laredo has the easement since March 23, 2001 along the east side of SL20.

The City of Laredo has the ROW since March 23, 2001 along the east side of SL20.

The City of Laredo has the ROW since July 19, 1993 along the east side of SL20.

The City of Laredo has the ROW since July 2, 1992 along the east side of SL20.

Further affiant sayeth not."

Signature

Jesus Olivares, City Manager Title

City of Laredo Utilities Department Company

Corporate	Acknow	ledgment
-----------	--------	----------

State	of	T	exa	as
Coun	tv (of		

This instrument was acknowledged before me on by
, of
, a corporation, on behalf of said corporation.

Notary Public's Signature



THE STATE OF TEXAS

AFFIDAVIT

(for Property Owner)

U-No.**U14374**

§

District: Laredo

СО	UNTY OF WEBB	\$	County: Webb Federal Project No.: N/A ROW CSJ No.: 0086-14-056 Highway No.: Loop 20 (To be filled in by State)
	FORE ME, THE UNDERSIGNED AUTH ng by me duly sworn upon his/her oath o		on this day personally appeared Jesus Olivares, who after and says as follows:
			aredo, am over the age of 18 years and am fully competent to personal knowledge of all facts and swear that such facts are
1.	My current office address is, 1110 Hou	ıston, Lare	edo, Texas;
2.	staff who has explained the project; an most expeditious manner. Further, Util	d that is the nd I have a lities Depa rea Office	e subject of this Affidavit; I have met with Utilities Department also discussed the urgent need to proceed with the project in a artment started the construction of the water and sewer s to expedite the construction of the project because of the
3.	I have personal knowledge that City of "A" for the period indicated on the utility		as the easements and right of ways as described on exhibit affidavit; and
4.	The Utility has occupied the land by the continuously during the period of the U		of water and sewer lines and said facilities have been present supation, at this office.
Fur	ther affiant sayeth not."		
			Jesus Olivares City Manager

Form ROW-U-1C Rev. 3/2004 Page 2 of 2

Acknowledgement	
State of Texas County of	
This instrument was acknowledged before me on	by
	Notary Public's Signature

Attachment "G"

Betterment Ratio

No Betterment associated with the 24" waterline crossing adjustment. The existing two 8" waterline crossings shall be replace with a 12" waterline to meet the minimum flow for Fire Protection according with the fire code. Also the 10" waterline crossing shall be replace with a 16" waterline to meet the minimum flow for Fire Protection according with the fire code. The City of Laredo proposes a 24" bore instead of three bores to provide domestic and fire protection services to the buildings at DPS, TxDOT District office, TxDOT Area office and Cantu Electric Subdivision.

Size of pipe	Flow GPM at 5ft/sec
12"	1764
12"	1764
16"	3135
Total required	6663
20"	4897
24"	7052

The 24' waterline is the minimum size requirement to meet the flows for domestic and fire protection according with the Fire Code is attached hereto.

APPENDIX B

FIRE-FLOW REQUIREMENTS FOR BUILDINGS

SECTION B101 GENERAL

B101.1 Scope. The procedure for determining fire-flow requirements for buildings or portions of buildings hereafter constructed shall be in accordance with this appendix. This appendix does not apply to structures other than buildings.

SECTION B102 DEFINITIONS

B102.1 Definitions. For the purpose of this appendix, certain terms are defined as follows:

FIRE-FLOW. The flow rate of a water supply, measured at 20 pounds per square inch (psi) (138 kPa) residual pressure, that is available for fire fighting.

FIRE-FLOW CALCULATION AREA. The floor area, in square feet (m²), used to determine the required fire flow.

SECTION B103 MODIFICATIONS

B103.1 Decreases. The fire chief is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical.

B103.2 Increases. The fire chief is authorized to increase the fire-flow requirements where conditions indicate an unusual susceptibility to group fires or conflagrations. An increase shall not be more than twice that required for the building under consideration.

B103.3 Areas without water supply systems. For information regarding water supplies for fire-fighting purposes in rural and suburban areas in which adequate and reliable water supply systems do not exist, the fire code official is authorized to utilize NFPA 1142 or the *International Wildland-Urban Interface Code*.

SECTION B104 FIRE-FLOW CALCULATION AREA

B104.1 General. The fire-flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under the horizontal projections of the roof of a building, except as modified in Section B104.3.

B104.2 Area separation. Portions of buildings which are separated by fire walls without openings, constructed in accordance with the *California Building Code*, are allowed to be considered as separate fire-flow calculation areas.

B104.3 Type IA and Type IB construction. The fire-flow calculation area of buildings constructed of Type IA and Type IB construction shall be the area of the three largest successive floors.

Exception: Fire-flow calculation area for open parking garages shall be determined by the area of the largest floor.

SECTION B105 FIRE-FLOW REQUIREMENTS FOR BUILDINGS

B105.1 One- and two-family dwellings. The minimum fire-flow requirements for one- and two-family dwellings having a fire-flow calculation area which does not exceed 3,600 square feet (344.5 m²) shall be 1,000 gallons per minute (3785.4 L/min). Fire-flow and flow duration for dwellings having a fire-flow calculation area in excess of 3,600 square feet (344.5 m²) shall not be less than that specified in Table B105.1.

Exception: A reduction in required fire flow of 50 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system.

B105.2 Buildings other than one- and two-family dwellings. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table B105.1.

Exception: A reduction in required fire-flow of up to 75 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration as specified in Table B105.1.

SECTION B106 REFERENCED STANDARDS

	CBC-07	California Building Code	B104.2, Table B105.1
ICC	IWUIC-06	International Wildland- Urban Interface Code	B103.3
NFPA	1142-01	Standard on Water Supplies for Suburban and Rural Fire Fighting	B103.3

2007 CALIFORNIA FIRE CODE 517

TABLE B105.1
MINIMUM REQUIRED FIRE-FLOW AND FLOW DURATION FOR BUILDINGS

FIRE-FLOW CALCULATION AREA (square feet)					FIRE-FLOW	
Type IA and IB ^b	Type IA and IB ^b Type IIA and IIIA ^b Type IV and V-A ^b		Type IIB and IIIB ^b	Type V-B ^b	(gallons per minute)	FLOW DURATION (hours)
0-22,700	0-12,700	0-8,200	0-5,900	0-3,600	1,500	77 77 77 77 77 77 77 77 77 77 77 77 77
22,701-30,200	12,701-17,000	8,201-10,900	5,901-7,900	3,601-4,800	1,750	
30,201-38,700	17,001-21,800	10,901-12,900	7,901-9,800	4,801-6,200	2,000	_
38,701-48,300	21,801-24,200	12,901-17,400	9,801-12,600	6,201-7,700	2,250	2
48,301-59,000	24,201-33,200	17,401-21,300	12,601-15,400	7,701-9,400	2,500	
59,001-70,900	33,201-39,700	21,301-25,500	15,401-18,400	9,401-11,300	2,750	
70,901-83,700	39,701-47,100	25,501-30,100	18,401-21,800	11,301-13,400	3,000	
83,701-97,700	47,101-54,900	30,101-35,200	21,801-25,900	13,401-15,600	3,250	
97,701-112,700	54,901-63,400	35,201-40,600	25,901-29,300	15,601-18,000	3,500	3
112,701-128,700	63,401-72,400	40,601-46,400	29,301-33,500	18,001-20,600	3,750	
128,701-145,900	72,401-82,100	46,401-52,500	33,501-37,900	20,601-23,300	4,000	
145,901-164,200	82,101-92,400	52,501-59,100	37,901-42,700	23,301-26,300	4,250	
164,201-183,400	92,401-103,100	59,101-66,000	42,701-47,700	26,301-29,300	4,500	
183,401-203,700	103,101-114,600	66,001-73,300	47,701-53,000	29,301-32,600	4,750	
203,701-225,200	114,601-126,700	73,301-81,100	53,001-58,600	32,601-36,000	5,000	
225,201-247,700	126,701-139,400	81,101-89,200	58,601-65,400	36,001-39,600	5,250	
247,701-271,200	139,401-152,600	89,201-97,700	65,401-70,600	39,601-43,400	5,500	
271,201-295,900	152,601-166,500	97,701-106,500	70,601-77,000	43,401-47,400	5,750	
295,901-Greater	166,501-Greater	106,501-115,800	77,001-83,700	47,401-51,500	6,000	4
		115,801-125,500	83,701-90,600	51,501-55,700	6,250	
<u> </u>		125,501-135,500	90,601-97,900	55,701-60,200	6,500	
		135,501-145,800	97,901-106,800	60,201-64,800	6,750	
		145,801-156,700	106,801-113,200	64,801-69,600	7,000	
		156,701-167,900	113,201-121,300	69,601-74,600	7,250	
_		167,901-179,400	121,301-129,600	74,601-79,800	7,500	
	_	179,401-191,400	129,601-138,300	79,801-85,100	7,750	
<u></u>		191,401-Greater	138,301-Greater	85,101-Greater	8,000	

For SI: 1 square foot = 0.0929 m^2 , 1 gallon per minute = 3.785 L/m, 1 pound per square inch = 6.895 kPa. a. The minimum required fire flow shall be allowed to be reduced by 25 percent for Group R.

518 2007 CALIFORNIA FIRE CODE

b. Types of construction are based on the California Building Code.c. Measured at 20 psi.

UTILITY EASEMENT

THE STATE OF TEXAS

348960

COUNTY OF WERE

That Killam Oil Company, a Texas general partnership, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash to it in hand paid by the City of Laredo, remipt of which is hereby acknowledged, and for other good and valuable consideration, does hereby give and grant to the City of Laredo, a municipal corporation of Webb County, Texas, the right to construct, reconstruct and perpetually maintain a water-line together with all necessary laterals in, upon and across the following tract of land in Webb County, Texas, to-wit:

A tract of land containing 0.2043 acre, more or less, located within a Texas Mexican Railway Company right-of-way easement **2**. and situated in Porcion 30, Abstract 469, Jose Franciaco Cordova Moreno original Grantee, Webb County, Texas, said Tract being more particularly described as follows, to-wit:

Commencing for a tie at the northwest corner of Share 7 of the Moreno partition, same being the northeast corner of the Tex-Mex Industrial Park Unit 1, a subdivision filed of record in Volume 3, page 27-a of the Webb County Plat Records

THENCE, S00°01'14"E - 924.03 feet along the West Boundary Line of Share 7, the East Boundary Line of the Tex-Mex Industrial Park, to a point on the Northerly right of way line of the Texas Mexican Railway Company right of way easement, the POINT OF BEGINNING:

THENCE, along the Northerly right of way line of the Texas Mexican Railway Company right of way easement, the northerly line hereof, as follows:

N 86°48'26"E - 47.60 Feet to the point of curvature; S 80°01'06"E -665.85 Feet along the long chord of a curve having the following characteristics: curve right Delta

Radius Arc Chord 26*20*55" 1460.74 671.75 To a point on the Easterly Boundary line of the aforementioned 665.85 341.92 Share 7, the Northeast corner hereof;

THENCE, S 27°10'34"H- 12.03 Feet along the East boundary line of Share 7, the easterly line hereof to a point, the southeast corner

THENCE, along the southerly line hereof, same being a line that is 12 feat from and parallel to the northerly right of way line of the Texas Hexican Railway Company right of way easement as follows:

> HENRY FLORES . . IJ: 33AM . COUNTY CLERK, WIRE CHUNTY, TEXAS DEPUTY

Page 1 of 3

:

N.80°02'06"W - 659.56 Feet along the long chord of a curve having the following characteristics: curve left

Delta Radius Arc Chord 26*18'55" 1448.74 665.39 659.56 To the point of tangency of said curve; \$ 86°48'26"W - 73.28 Feet to a point, the southwest corner hereof;

THENCE, N 00°01°14"W - 12.02 Feet to a point on the northerly right of way line of the Texas Hexican Railway Company essement, the Northwest corner hereof;

THENCE, N 86°48'26"E - 25.02 Feet along the northerly line of the Texas Mexican Railway Company right of way easement to a point, the place of beginning.

TO HAVE AND TO HOLD, the same perpetually to the City of Laredo, and its successors, together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, and maintaining said water line, and for making connections therewith; all upon the conditions that the City of Laredo will at all times, after doing any work in connection with the construction, reconstruction or repair of said water line, or any lateral thereof, restore said premises to the condition in which same were found before such work was undertaken, and that in the use of said rights and privileges herein granted, the City of Laredo will not create a nuisance or do any act that will be detrimental to said premises.

Witness our hand, this the 19th day of March

KILLAM OIL COMPANY

General Partner

Page 2 of 3

THE STATE OF TEXAS
COUNTY OF WEBB

BEFORE ME, the undereigned authority, on this day personally appeared RADCLIFFE KILLAM, a member of the partnership firm of KILLAM OIL COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of KILLAM OIL COMPANY, a partnership, for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 19thday of Harch , 1986

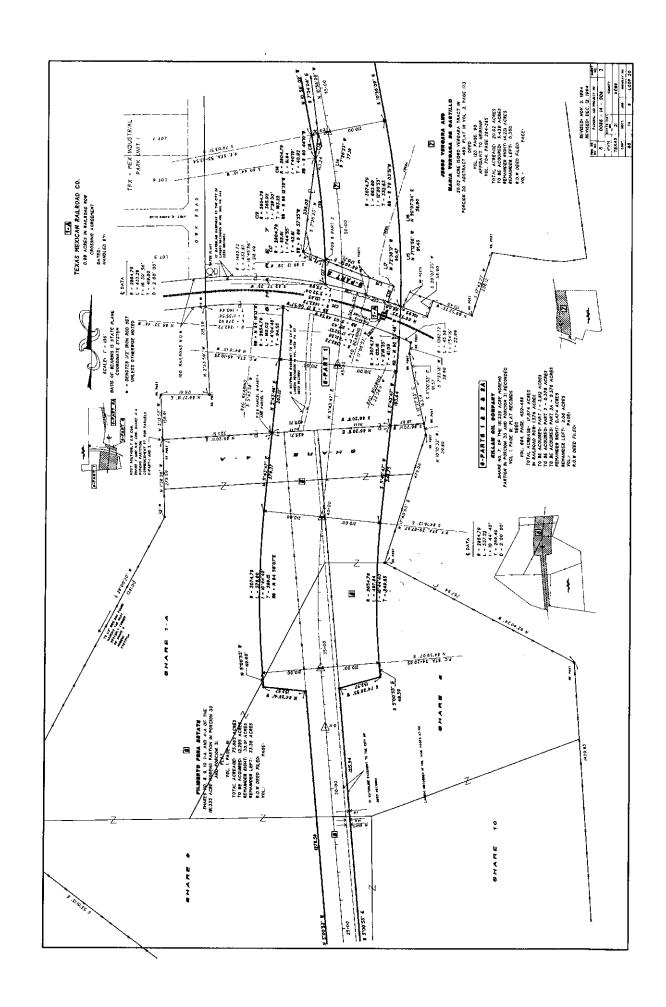
(L.S.)

Notery Public for the State of Texas Notery's name (typed): Sandra Molina My commission expires: 05-04-88

ML 1165 FLEE 450

(Utility Easement from Killam Oil Company to the City of Laredo dated March 19, 1986)

Page 3 of 3



UTILITY EASEMENT

THE STATE OF TEXAS

COUNTY OF WEBB

348961

That HURD ENTERPRISES, LTD., a Texas limited partnership, for an in consideration of the sum of TEN DOLLARS (\$10.00) cash to it in hand paid by the City of Laredo, receipt of which is hereby acknowledged, and for other good and valuable consideration, does hereby give and grant to the City of Laredo, a municipal corporation of Webb County, Texas, the right to construct, reconstruct and perpetually maintain a water-line together with all necessary laterals in, upon and across the following tract of land in Webb County, Texas, to-wit:

A tract of land containing 0.9910 acre, more or less, located within a Texas Mexican Railway Company right of way easement and situated in Porcion 30, Abstract 469, Jose Francisco Cordova Horeno original grantee, Webb County, Texas, said tract being more particularly described as follows, to-wit:

Commencing for a tie at the Northwest corner of Share 7 of the Moreno Partition, same being the Northeast corner of the Tex-Mex Industrial Park Unit 1, a subdivision filed of record in Volume 3, page 27-A of the Webb County Plat Records;

Thence S 00°01'14"E - 924.03 feet along the West boundary line of Share 7, the East boundary line of the Tex-Mex Industrial Park, to a point on the northerly right of way line of the Texas Mexican Railway Company right of way easement, for a tie;

Thence along the northerly right of way line of the Texas Mexican Railway Company right of way easement for a tie as follows:

N 86°48'26"E - 47.60 feet to the point of curvature;
S 80°01'06"E - 665.05 feet along the long chord of a curve

having the following characteristics:
Curve right Delta Radius Arc Chord Tan
26°20'55" 1460.74 671.75 665.05 341.92

To a point on the easterly boundary line of the aforementioned Share 7, the Southwest corner of a 22.05 acre tract of land that was allotted to Beneranda Chavana in Cause No, 23,023, 111th District Court of Webb County, styled Tomas Mejia, Jr. et al Vs. Beneranda Chavana, et al; S 65°02'03"E - 92.28 feet along the long chord of a curve

having the following characteristics:
Curve right Delta Radius Arc Chord Ta
03°37'13" 1460.74 92.30 92.20 46.

O3*37*13" 1460.74 92.30 92.20 46.16
To the point of tangency of said curve;
S 63*13'26"E - 1197.42 feet to a 1" pipe, the Southeasterly corner of the Beneranda Chavana 22.05 acre tract, the Southwesterly corner of the 22.05 acre tract that was allotted to Manuel Gonzalez as per Cause No. 23,023, filed in the lilth District Court of Webb County, Texas;

FILED 4-4- 1986 AT
HENRY FLORES. 11:33 AM.
COUNTY CLERK, WISH COUNTY, TEXES
BY_______ DEMUTY

Page 1 of 3

ve. 1165 rec 451

Tan

993.38

S 63°13'26"E -611.34 feet along the Northerly right of way line of the Texas Mexican Railway Company Essement, the Southerly line of the aforementioned Manuel Gonzalez 22,05 acre tract to a 1" pipe, the southwesterly corner of that certain 44.1 acre tract of land allotted to Tomas Mejia, Jr. and Aurelia Alvarado Mejia as per Cause No. 23,023, 111th District Court, Webb County, S 63°13'26" E - 1012,84 feet along the northerly right of way

line the Texas Mexican Railway Easement, the Southerly line of the Mejia Tract to a fence corner, the southeasterly corner of the Mejia Tract, a point on the westerly line of part "B-3" of the Bruni Partition, described in Volume 240, pages 353, et. seq. of the Webb County Deed Records, the northwesterly corner hereof and the place of beginning;

Thence along the northerly right of way line of the Texas Mexican Railway Company easement, the northerly line hereof, as follows:

S 63°13'26"B - 1097.93 feat to the point of curvature; S 73°06'17"E - 1953.17 feet along the long chord of a curve having the following characteristics: Curve Left

Delta Radius Arc. Chord 19*45'43" 5691.01 1962.89 1953.17 991.29

To the point of tangency of this curve; S 82°59'09"B - 448.39 feet to a point, the northeast corner

Thence S 19°44'44"W - 102.52 feet along the easterly line hereof to a point on the southerly right of way line of the Texas Mexican Railway Company easement, the Southeast corner hereof;

Thence N 82°59'09"W - 12.30 feet along the southerly right of way line of the Texas Mexican Railway Company easement, the most southerly line hereof to a point, an exterior corner hereof;

Thence N 19°44'44"E - 90.22 feet to a point which is 12 feet south of the northerly right of way line of the Texas Mexican Railway Company easement, an interior corner hereof;

Thence along a line that is 12 feet South and parallel to the Northerly right of way line of the Texas Mexican Railway Company

Northerty line hereof, as follows:
N 82°59'09"W - 433.38 feet to the point of curvature; N 73°06'17"W -1957.29 feet along the long chord of a curve having the following characteristics:

Curve Right Delta Radius Arc Chord 19*45'43" 5703.01 1967.03 1957.29

To the point of tangency: N 63°13'26"W - 1091.95 feet to the a point which is on the extension of easterly line of the Hejia tract, the westerly line of part "B-3", the southwesterly corner hereof;

Thence N 00°16'09"E - 13.41 feet along the extension of the easterly line of the Mejia tract, the westerly line of part "B-3", the westerly line hereof to a fence corner, the place of beginning.

TO HAVE AND TO HOLD, the same perpetually to the CITY OF LAREDO, and its successors, together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, and maintaining said water line, and for making connections

Page 2 of 3

therewith; all upon the conditions that the City of Laredo will at all times, after doing any work in connection with the construction, raconstruction or repair of said water line, or any lateral thereof, rastore said premises to the condition in which same were found before such work was undertaken, and that in the use of said rights and privileges herein granted, the City of Laredo will not create a nuisance or do any act that will be detrimental to said premises.

Witness our hand, this the 24thday of March , 1986

HURD ENTERPRISES, LTD.

BY: JOHN G. HURD,

UTILITY EASEMENT

THE STATE OF TEXAS

348859

COUNTY OF WEBB

That the Texas-Hexican Railway Company, a Texas corporation, for and in consideration of the sum of Ten Dollars (\$10.00) cash to it in hand paid by the City of Laredo, receipt of which is hereby acknowledged, and for other good and valuable consideration, does hereby give and grant to the City of Laredo, a municipal corporation of Webb County, Texas, the right to construct, reconstruct and perpetually maintain a water-line together with all necessary laterals in, upon and across the following tract of land in Webb County, Texas, to-wit:

A twelve (12')ft. easement containing 1.9988 acres out of the Texas-Mexican Railroad right-of-way in Porciones 30 and 31, Webb County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at the northwest corner of Share No. 7, same being the northeast corner of the Tex-Mex Industrial Park Unit 1;

Thence, South 00° 01' 14" East, along the West boundary line of Share No. 7, a distance of 924.03 ft, to a point for the point of beginning;

Thence, along the North right-of-way of the Texas Mexican Railroad, North 86° 48' 26" East, a distance of 47.60 ft. to a point;

Thence, southeasterly, along the North right-of-way of the Texas-Mexican Railroad, on a curve with curve data as follows: Delta - 29° 58' 08" Redius = 1,460.74 ft., Arc = 764.05 ft. and Chord = South 78° 12' 30" East a distance of 755.37 ft, to a point;

Thence, South 63° 13' 26" East, along the North right-of-way of the Texas-Mexican Railroad, a distance of 3,919.53 ft. to a point;

Thence, southeasterly, along the North right-of-way of the Texas-Mexican Railroad, on a curve with curve data as follows: Delta = 19° 45' 43", Radius = 5,691.01 ft., Arc = 1,962.89 ft. and Chord = South 73° 06' 17" East a distance of 1,953.17 ft. to a point;

Thence, South 82° 59' 09" East, along the North right-of-way of the Texas-Mexican Railroad, a distance of 448.30 ft. to a point for the northeast corner of this easement;

Thence, South 19° 44' 44" West, a distance of 102.52 ft, to a point for the sootheast corner of this easement;

Thence, North 82* 59' 09" West, along the South right-of-way of the Texas-Mexican Railroad, a distance of 12.30 ft. to a point;

ve. 1165 eer 445

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Thence, North 19° 44' 44" East, a distance of 90.22 ft. to a point;

Thence, North 82° 59' 09" West, parallel with the North rightof-way of the Texas-Mexican Railroad, a distance of 433.38 ft. to a point;

Thence, northwesterly, parallel with the North right-of-way of the Texas-Mexican Railroad, on a curve with curve data as follows: Delta = 19° 45' 43", Radius = 5,703.01 ft., Arc = 1,967.03 ft., and Chord = North 73° 06' 17" West a distance of 1,957.29 ft. to a point;

Thence, North 63° 13' 26" West, parallel with the North rightof-way of the Texas, Mexican Railroad, a distance of 3,919.53 ft. to a point;

Thence, northwesterly, parallel with the North right-of-way of the Texas-Mexican Railroad, on a curve with curve data as follows: Delta = 29° 58' 08", Radius = 1,448.74 ft., Arc = 757.77 ft., and Chord = North 78° 12' 30" West a distance of 749.16 ft. to a point;

Thence, South 86° 48' 26" West, parallel with the North rightof-way of the Texas-Hexican Railroad, a distance of 73.29 ft. to a point for the southwest corner of this easement;

Thence, North 00° 01' 14" West, a distance of 12.02 ft. to a point for the northwest corner of this easement;

Thence, North 86° 48' 26" East, along the North right-of-way of the Texas-Mexican Railroad, a distance of 25.02 ft. to the POINT OF BEGINNING, CONTAINING within these metes and bounds 1.9988 acres, more or less.

TO HAVE AND TO HOLD, the same perpetually to the CITY OF LAREDO, and its successors, together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, and maintaining said water line, and for making connections therewith; all upon the conditions that the City of Laredo will at all times, after doing any work in connection with the construction, reconstruction or repair of said water line, or any lateral thereof, restore said premises to the condition in which same were found before such work was undertaken, and that in the use of said rights and privileges herein granted, the City of Laredo will not create a nuisance or do any act that will be detrimental to said premises.

Witness our hand, this the 13th day of March , 1986

THE TEXAS MEXICAN RAILWAY COMPANY

Andres R. Rambs Chairman - Chief Executive Officer 1165 net 446

Utility Easement Page Three

THE STATE OF TEXAS COUNTY OF WEBB

BEFORE ME, the undersigned authority, on this day personally appeared Andres R. Ramos, Chairman and Chief, Executive Officer of the Texas-Mexican Railway Company, a corporation known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 13th day of , 198*6*.

(L.S)

186 M: AEE:11 HENRY FLORES COUNTY CLERK. WEBB COUNTY, TEXAS

DEPUTY

UTILITY'EASEMENT

THE STATE OF TEXAS)(

COUNTY OF WEBB)(

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That, Listo Development, Ltd., a Texas Limited Partnership, of the County of Webb, State of Texas, for and in consideration of the sum of Ten Dollars (\$10.00) Cash to it in hand paid by City of Laredo, a municipal corporation, receipt of which is hereby acknowledged, and for other good and valuable consideration, do hereby GIVE, GRANT and CONVEY to City of Laredo, a municipal corporation, Webb County, Texas, the right to construct, reconstruct and perpetually maintain utility lines upon a 30 ft. wide utility easement together with all necessary laterals in, over, upon and across the following tract of land in Webb County, Texas, to-wit:

1.04 Acre Easement

A 30-foot wide Easement containing 1.04 acres of land, more or less, in Webb County, Texas, being out of Porcion 30; also being out of an 88.5135 acre tract of land as described in a Deed from J. C. Martin, Jr. and J. C. Martin, III to Cheyenne Development Partnership, recorded in Vol. 160, pp. 468-480, Webb County Real Property Records, Webb County, Texas, and more fully described by metes and bounds as follows:

COMMENCING at a fence corner taken to be the interior corner of Share No. 2 of the Moreno Partition as per plat recorded in Vol. 1, p. 81 of the Plat Records of Webb County, Texas, also described in a Deed from Concepcion B. Moreno, et. al., to Eloy B. Moreno, recorded in Vol. 88, pp. 609-610, Webb County Deed Records, Webb County, Texas; same being the common boundary line between the said Cheyenne Development Partnership Property and said Share No. 2 of the Moreno Partition; said point bears S 62°-35′-05″ W, a distance of 123.23 Feet from the Southeast corner of Share No. 2 of said Moreno Partition;

THENCE, S 25°- 46'- 07" W, along an existing fence being the common boundary line between said Cheyenne Development Partnership Property and said Moreno Partition, a distance of 18.32 Feet to a point for a deflection to the left;

THENCE, S 20°-33'-49" W, continuing along the aforementioned common boundary line, a distance of 97.36 Feet to a point for the POINT OF BEGINNING of this Easement;

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THENCE, S 14°-09'-34" W, a distance of 967.98 Feet to a point for a deflection to the right;

THENCE, S 23° - 32'- 40" W, a distance of 668.92 Feet to a point for a deflection to the right; said point being on the common boundary line between said Cheyenne Development Partnership Property and the Eloy B. Moreno Property as described in a Deed from A. H. Bruni, J. C. Martin, and John A. Valls, as Independent Executors of the Estates of A. M. Bruni and Consolacion H. Bruni to Eloy B. Moreno, recorded in Vol. 158, p. 362, Webb County Deed Records, Webb County, Texas;

THENCE, N 89°- 24'- 27" W, along the aforementioned common boundary line between said Cheyenne Development Partnership Property and said Eloy B. Moreno Property, a distance of 32.58 Feet to a point for a deflection to the right;

THENCE, N 23°- 32' - 40" E, a distance of 679.16 feet to a point for a deflection to the left;

THENCE, N 14° - 09-34" E, a distance of 698.24 Feet to a point for a deflection to the right; said point being on the common boundary line between said Cheyenne Development Partnership Property and said Share No. 2 of the Moreno Partition;

THENCE, N 20°-33′-49″ E, along the aforementioned common boundary line between said Cheyenne Development Partnership Property and said Share No. 2 of the Moreno Partition, a distance of 268.95 Feet to the POINT OF BEGINNING of this Easement; said Easement containing 1.04 acres of land more or less.

TO HAVE AND TO HOLD, the same perpetually to CITY OF LAREDO, a municipal corporation, together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, and maintaining said utility lines upon said 30 foot wide utility easement and for making connections therewith; all upon the conditions that the City of Laredo will at all times, after doing any work in connection with the constructions, reconstruction or repair of said utility easement or any lateral thereof, restore said premises to the condition in which same were found before such work was undertaken, and that in the use of said rights and privileges herein granted, City of Laredo, a municipal corporation, will not create a nuisance or do any act that will be detrimental to said premises.

EXECUTED on this the 30th day of July, 1997.

LISTO DEVELOPMENT, LTD., A TEXAS LIMITED PARTNERSHIP

CORCAT, L.C., GENERAL PARTNER

ROBERT N. FREEMAN, II MANAGING PARTNER

LIENHOLDER: INTERNATIONAL BANK OF COMMERCE

STATE OF TEXAS)(
COUNTY OF WEBB)(
This instrument was acknowledged before me on this the 3044 day of July	
1997, by Robert N. Freeman, II, Managing Partner, Listo Development, Ltd., a Texas	
Limited Partnership, CORCAT, L.C., General Partner.	
ROSA M. GUEVARA Notary Public, State of Texas Notary Public State of Texas Notary Public State of Texas	
STATE OF TEXAS)(
COUNTY OF WEBB)(
This instrument was acknowledged before me on this the 30thday of July	
997, by Charles E. Leyendecker as First Vice President for and on behalf of	
Notary Public State of Texas After recording please return to: CYNTHIA COLLAZO	#00 000
CD Department P.O. Box 1276 Laredo, Texas 78042-1276 C:VOFFICE\WPWIN\WPDOCS\CDAVE\ASEMENT\CHACON\LISTO	いできなくり

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UTILITY EASEMENT

THE STATE OF TEXAS)(432113 1436 083 COUNTY OF WEBB)(

That Killam Oil Company, a Texas general partnership, of the County of Webb and State of Texas, for and in consideration of the sum of Ten Dollars (\$10.00) Cash to them in hand paid by the City of Laredo, receipt of which is hereby acknowledged, and for other good and valuable consideration, do hereby give and grant to the City of Laredo, a municipal corporation of Webb County, Texas, the right to construct, reconstruct and perpetually maintain a water-line together with all necessary laterals in, upon and across the following tract of land in Webb County, Texas, to-wit:

A tract of land situated in Porcion 30 Webb County, Texas, containing 0.1451 acres (6,320.12 square feet), more or less, for a water line easement, being out of and a part of the Killam Oil Co. Share No. 7, being a part of the Moreno Partition 181.335 acre tract, more or less, as recorded in Vol. 1, page 81 of the Webb County, Texas Plac Records, said 0.1451 acre tract, being more particularly described by metes and bounds as follows:

CONMENCING at a common corner point, being the northwest corner of Share No. 4-A and the southwest corner of Share No. 7;

THENCE, N 87 03' 35" E, along the north boundary line of Share No. 4-A, being the south boundary line of Share No. 7, a distance of 490.79 feet to the POINT-OF-BEGINNING of this tract:

THENCE, N 05 20" 19" W, a distance of 9.22 feet to a point of deflection of this tract;

THENCE N 14 48' 50" E, a distance of 105.76 feet to a point of curvature:

THENCE, N 03 02' 41" E, a distance of 307.77 feet along the long chord of a curve to the right having a central angle of 09 41' 34", a radius of 1821.47 feet, and an arc distance of 308.14 feet, to a point of curvature on the south right-of-way line of the Tex-Mex Railroad.

THENCE, S 79 20' 23" E, a distance of 15.02 feet along the long chord of a curve to the right having a central angle of 00 20' 05", a radius of 2570.67 feet, and an arc distance of 15.02 feet, continuing along the south right-of-way line of the Tex-Mex Railroad to a point of curvature;

THENCE, S 02 59' 55" W, a distance of 306.70 feet along the long chord of a curve to the left having a central angle of 09 44' 21", a radius of 1806.47 feet and an arc distance of 307.06 feet to a point of deflection;

THENCE, S 14 48' 50" W, a distance of 105.30 feet to a point of deflection;

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THENCE, S 05 20' 19" E, a distance of 7.17 feet to a point on the north boundary line of Share no. 4-A, being the south boundary line of Share No. 7;

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THENCE, S 87 03' 35" W, along the north boundary line of Share No. 4-A, being the south boundary line of Share No. 7, a distance of 15.01 feet to the POINT-OF-BEGINNING of this tract containing 0.1451 acres (6,320.12 square feet) of land in Webb County, Texas.

TO HAVE AND TO HOLD, the same perpetually to the City of Laredo, and its successors, together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, and maintaining said water line, and for making connections therewith; all upon the conditions that the City of Laredo will at all times, after doing any work in connection with the constructions, reconstruction or repair of said water line, or any lateral thereof, restore said premises to the condition in which same were found before such work was undertaken, and that in the use of said rights and privileges herein granted, the City of Laredo will not create a nuisance or do any act that will be detrimental to said premises.

PROVIDED, HOWEVER, it is anticipated that the State of Texas and Webb County may acquire a right-of-way for a road through the servient estate, and that the waterline to be located on the easement herein granted may need to be relocated. If that occurs Grantor and Grantee agree to relocate the waterline from the easement herein granted, for which purpose the Grantor herein will grant an alternative easement to the Grantee and the Grantee herein will release the easement herein granted in exchange for the alternative easement, and the cost of relocating the waterline will be borne by Grantee.

Grantor or its successors in title to the servient estate will have the right to obtain water service from the 16" waterline which the Grantee intends to construct through the easement granted herein, provided that the then owner(s) complies with all applicable ordinances of the City of Laredo, including Section 31-113 of the Code of Ordinances and Ordinance No. 87-0-163, unless the land to be served has previously been annexed, in which case Ordinance No. 87-0-163 would not apply. For the purpose of this clause the term "servient estate" means the tract known as the Killam Oil company, Share No. 7, being a part of the Moreno Partition 181.335

The Land

acre tract, as recorded in Volume 1, page 81 of Plat Records, Webb County, Texas, through which tract the easement granted herein runs,

EXECUTED on this the 9th day of July

KILLAM OIL COMPANY

Radeliffe Willem

STATE OF TEXAS)(

COUNTY OF WEBB)(

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This instrument was acknowledged before me on this the 9th day of July , 1990, by Radcliffe Killam, general partner, on behalf of Killam Oil Company, a Texas general partnership.

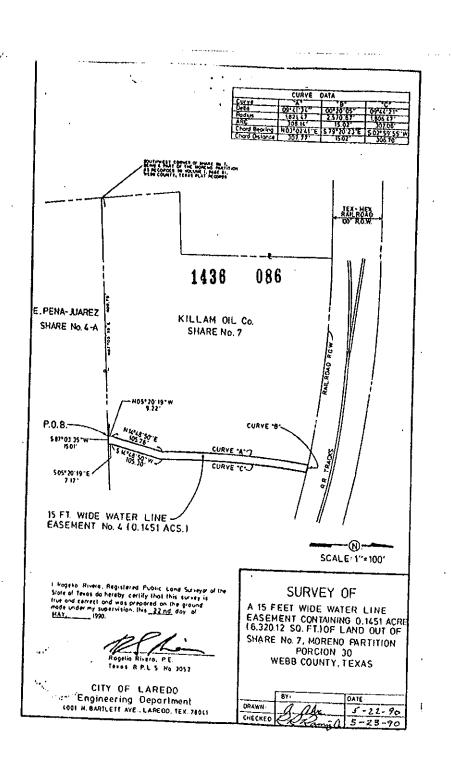


To lie m. york Notary Public State of Texas

03-14-94 My Countsion Expires:

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UTILITY EASEMENT

THE STATE OF TEXAS

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COUNTY OF WEBB

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That Killam Oil Company, a Texas general partnership, for and in consideration of the aum of TEN DOLLARS (\$10.00) cash to it in hand paid by the City of Laredo, receipt of which is hereby acknowledged, and for other good and valuable consideration, does hereby give and grant to the City of Laredo, a municipal corporation of Webb County, Texas, the right to construct, reconstruct and perpetually maintain a water-line together with all necessary laterals in, upon and across the following tract of land in Webb County, Texas, to-wit:

A tract of land containing 0.2043 acre, more or less, located within a Texas Mexican Railway Company right-of-way easement and situated in Porcion 30, Abstract 469, Jose Francisco Cordova Moreno original Grantee, Webb County, Texas, said Tract being more particularly described as follows, to-wit:

Commencing for a tie at the northwest corner of Share 7 of the Moreno partition, same being the northeast corner of the Tex-Mex Industrial Park Unit 1, a subdivision filed of record in Volume 3, page 27-a of the Webb County Plat Records.

THENCE, S00°01'14"E ~ 924.03 feet along the West Boundary Line of Share 7, the East Boundary Line of the Tex-Mex Industrial Park, to a point on the Northerly right of way line of the Texas Mexican Railway Company right of way essement, the POINT OF BEGINNING;

THENCE, along the Northerly right of way line of the Texas Mexican Railway Company right of way easement, the northerly line hereof, as follows:

N 86*48*26"E - 47.60 Feet to the point of curvature; S 80*01*06"E -665.85 Feet along the long chord of a curve having the following characteristics: curve right

Delta Radius Arc Chord Tan 26°20'55" 1460.74 671.75 665.85 341.92 To a point on the Easterly Boundary line of the aforementioned Share 7, the Northeast corner hereof;

THENCE, S 27°10'34"W- 12.03 Feet along the East boundary line of Share 7, the easterly line hereof to a point, the southeast corner hereof;

THENCE, along the southerly line hereof, same being a line that is 12 feet from and parallel to the northerly right of way line of the Texas Mexican Railway Company right of way easement as follows:

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HENRY FLORES . 11:33 AM .
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Page 1 of 3

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N 80°02'06"W - 659.56 Feet along the long chord of a curve having the following characteristics: curve left

Delta Radius Arc Chord Tan 26°18'55" 1448.74 665.39 659.56 338.67 To the point of tangency of said curve; 8 86°48'26"W - 73.28 Feet to a point, the southwest corner hereof;

THENCE, N 00°01'14"W - 12.02 Feet to a point on the northerly right of way line of the Texas Mexican Railway Company easement, the Northwest corner hereof;

THENCE, N 86°48'26"E - 25.02 Feet along the northerly line of the Texas Mexican Railway Company right of way easement to a point, the place of beginning.

TO HAVE AND TO HOLD, the same perpetually to the City of Laredo, and its successors, together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, and maintaining said water line, and for making connections therewith; all upon the conditions that the City of Laredo will at all times, after doing any work in connection with the construction, reconstruction or repair of said water line, or any lateral thereof, restore said premises to the condition in which same were found before such work was undertaken, and that in the use of said rights and privileges herein granted, the City of Laredo will not create a nuisance or do any act that will be detrimental to said premises.

Witness our hand, this the 19th day of March , 1986.

KILLAM OIL COMPANY

SY; Radcuffe / Lullam Radcliffe Kiffam General Partner

Page 2 of 3

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THE STATE OF TEXAS

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COUNTY OF WEBB

BEFORE ME, the undersigned authority, on this day personally appeared RADCLIFFE KILLAM, a member of the partnership firm of KILLAM OIL COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of KILLAM OIL COMPANY, a partnership, for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 19thday of March , 1986

(~L.S.)

Notary Public for the State of Texas Notary's name (typed): Sandra Molina My commission expires: 05-04-88

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(Utility Easement from Killam Oil Company to the City of Laredo dated March 19, 1986)

Page 3 of 3

Volume 3152 Page Q)

NON EXCLUSIVE 24" WATER LINE EASEMENT 0.2596 Acre Tract (11,309.00 s.f.) (with Temporary Construction Easements) (0.4233 Acre Tract (18,440.91 s.f)

STATE OF TEXAS

COUNTY OF WEBB

§

That, we, KILLAM RANCH PROPERTIES, LTD and KILLAM DEVELOPMENT, LTD., of the County of Webb, State of Texas, hereinafter referred to as ("Grantor") and as our interest may appear, for and in consideration of the sum of Ten Dollars (\$10.00) cash to us in hand paid by the City of Laredo, a home rule city and political subdivision of the State of Texas, receipt of which is hereby acknowledged, and for other good and valuable consideration, do hereby grant, convey and dedicate unto the City of Laredo, a municipal corporation, Webb County, Texas, its successors and assigns, hereinafter referred to as "Grantee", a non exclusive 20' foot wide easement described by metes and bounds on attached Exhibit "A" and by survey map on Exhibit "B" to construct and maintain a 24" water line and a 30' foot wide Temporary Construction Easement described by metes and bounds on Exhibit "A-1" and by Survey map on Exhibit "B-1" (collectively the "Easement"), giving Grantee the right to construct, reconstruct, repair and maintain one 24" water line together with all necessary laterals and valves, in and across the Easement:

Grantors additionally grants to Grantee, its successors and assigns a temporary construction easement as described by metes and bounds on attached Exhibit "A-1" and on survey attached as Exhibit "B-1" for Grantee's use in constructing its water line. This temporary construction easement shall terminate on the earlier of one hundred eighty (180) days after the execution of this easement or upon completion of the construction of Grantee's water line on the Easement.

Grantor excepts from this Easement and reserve unto themselves, their successors and assigns, the right to build and maintain fences, landscaping utility lines, pipelines, drainage facilities, highways, streets, roads and parking lots, driveways, towers, antenne's, signs and such other improvements grantor deems necessary across the Easement of the Grantee, and the right to fully use and enjoy said Easement, as long as such use does not unreasonably Interfere with the Grantee's use.

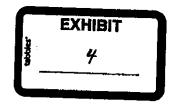
Grantee will only access the Easement exclusively off the Bob Bullock Loop 20, in the City of Laredo. Grantee further agrees to maintain the Easement in a smooth condition and to promptly repair any ruts or erosion caused by Grantee's water line.

Grantor reserves unto itself and its successors and assigns, all water rights, oil, gas and other minerals in, on and under the lands covered by this Easement, together with the right of ingress and egress for production of such water, oil, gas, and other minerals.

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

This grant and all rights associated therewith shall terminate after completion of such waterline should Grantee not maintain use of said waterline for a continuous period of Twelve (12) consecutive

To have and to hold, the same for the time period the Easement is used for such water line to Grantee, together with the right and privilege, at any and all times, to enter the 20 foot wide easement, or any part thereof, for the purpose of constructing, reconstructing, repairing and maintaining the water line in said Easement, including all necessary laterals and valves.



EXECUTED on this	_day of	August	, 2011
		GRANTO	R(S):
		By Its Gen	EVELOPMENT, LTD. eral Partner agement L.C.
		By: A	wil Kulan
		Managing	
		By its Ge <u>n</u> e	ANCH PROPERTIES, LTD. eral Partner th Properties I, L.L.C.
		By: Da	sved Kellon
Apparted by O			naging Member
Accepted by Grantee City of Lareno			
City Manager City Manager City Manager Carlos R. Villarreal			·
STATE OF TEXAS §			
COUNTY OF WEBB §			
This Instrument was 2011, by David Killa General Partner to Killam Ranch Prop			
_		-	
ROLANDO G. ORTI	occop IZ S	Notary Publi	c, State of Texas

My Commission Expine
09-08-012

Volume 3152 Page 699

COUNTY OF WEBB §

This instrument was acknowledged before me on this 25th, day of 2011, by David Killam, Managing Member of Killam Management, L.C., General Partner to Killam Development, Ltd., a Texas Limited Partnership.



Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF WEBB §

This instrument was acknowledged before me on this 29 of September, 2011 by Carlos R. Villarreal, City Manager of the City of Laredd.

NITA A Municipal Allor



Notary Public, State of Texas

788

20' WATER LINE & ACCESS EASEMENT

0.2596 Acre Tract (11,309,00 s.f.)
being a part of
Porcion 29 ~ Abstract 3086 ~ Juan B. Villarreal, Original Grantee
Within the limits of the
City of Laredo, Webb County, Texas

Being a tract of land found to contain 0.2596 acres (11,309.00 s.f.), more or less, situated in Porcion 29, Abstract 3086, Juan B. Villarreal, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 0.2596 Acre tract being out and part of Lot 3, Block 1, Ponderosa Industrial Park, Unit IV, as recorded in Volume 18, Page 67 of the Webb County Plat Records, and more particularly described by metes and bounds as follows, to-wat;

BEGINNING at a found concrete monument for the Southeast corner of Lot 1, Block 1, Ponderosa Industrial Park, Unit III, as recorded in Volume 10, Page 99 of the Webb County Plat Records, same being a point on the Bast boundary line of Lot 3, Block 1, Ponderosa Commercial, Unit 4, as recorded in Volume 25, Page 48, of the Webb County Plat Records, an exterior corner of said Lot 3, Block 1, Ponderosa Industrial Park, Unit IV, the Northwest corner of the herein described tract and the POINT OF BEGINNING;

THENCE North 89°19'05" Bast, 564.03 Feet, along the South boundary line of said Lot 1, Block 1, Ponderosa Industrial Park, Unit III, being the North boundary line of said Lot 3, Block 1, Ponderosa Industrial Park, Unit IV and the North boundary line of the herein described tract, to a set ½" iron rod for a point on the Westerly right-of-way line of Bob Bullock Loop (Loop 20), the Northeast corner of this tract and a point of curve to the left hereof;

THENCE along said curve and said Westerly right-of-way line of Bob Bullock Loop (Loop 20), being the East boundary line of the herein described tract, a curvilinear distance of 20.01 feet, with said curve having the following characteristics: Central Angle=00°-23'-31", R=2,924.70 feet, CL=20.01, TAN=10.01 feet, CHD=20.01 feet, CHD. Bearing = S 01°-18'-14" W, to a set ½" iron rod for the end of this curve and the Southeast corner of this tract hereof;

THENCE South 89°19'05" West, 583.33 Feet, along the South boundary line of the heroin described tract, to a set ½" iron rod for the Southwest corner of this tract hereof;

THENCE North 00°40'55" West, 1.78 Feet, to a set 1/2" iron rod for a point on the South boundary line of aforesaid Lot 3, Block 1, Ponderosa Commercial, Unit 4, a point on the Northerly boundary line of aforesaid Lot 3, Block 1, Ponderosa Industrial Park, Unit IV and an exterior corner of this tract hereof;

THENCE North 89°19'05" Bast, 20.00 Feet, along said South boundary line of Lot 3, Block 1, Ponderosa Commercial, Unit 4 and Northerly boundary line of Lot 3, Block 1, Ponderosa Industrial Park, Unit IV, to a set ½" iron rod for the Southeast corner of same Lot 3, Block 1, Ponderosa Commercial, Unit 4, an interior of said Lot 3, Block 1, Ponderosa Industrial Park, Unit IV and an interior corner of this tract hereof;

THENCE North 00°40'55" West, 18.22 Feet, along the Bast boundary line of said Lot 3, Block 1, Ponderosa Commercial, Unit 4, being a Westerly boundary line of the herein described tract, to the Southwest corner of aforesaid Lot 1, Block 1, Ponderosa Industrial Park, Unit III, an exterior corner of said Lot 3, Block 1, Ponderosa Industrial Park, Unit IV, the Northwest corner of this tract and the POINT OF BEGINNING.

Basis of Bearings: GPS NAD 83, NAVD 88, 4205 South Zone, Texas State Plane Grid Coordinates.

EXHIBIT A
Page 1 of 2

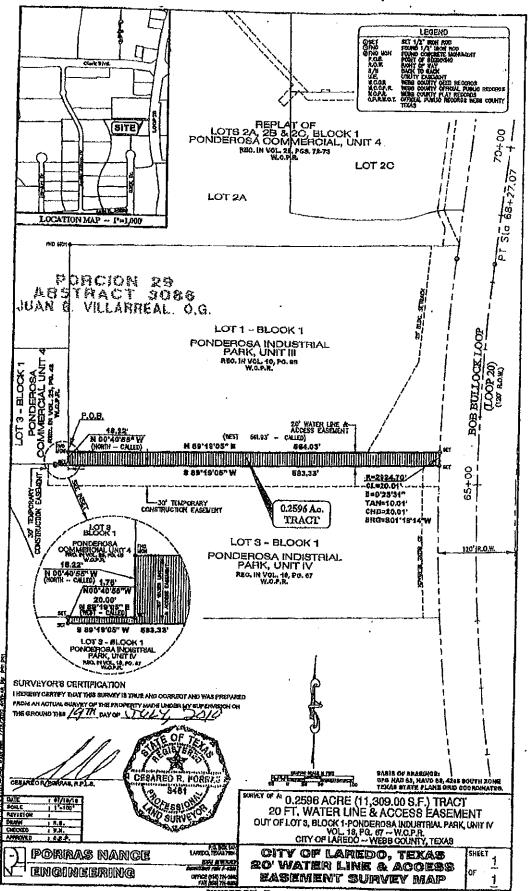


EXHIBIT B

RESOLUTION NO. 2013-R-042

ACCEPTING THE CONVEYANCE OF A UTILITY BLANKET EASEMENT, FOR THE UTILITY IMPROVEMENTS ALONG BOB BULLOCK LOOP & SPUR 400 (CLARK BLVD) OVERPASS PROJECT, FROM THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS FACILITIES COMMISSION, FOR THE USE AND BENEFIT OF THE TEXAS DEPARTMENT OF PUBLIC SAFETY, THE CONVEYANCE OF UTILITY BLANKET EASEMENT OF ONE 7.00 ACRE TRACT, COPIES OF WHICH CONVEYANCE IS ATTACHED AS EXHIBIT 1; AFTER CONVEYANCE THE CITY WILL PROVIDE WATER AND WASTEWATER LINE IMPROVEMENTS ON THE SAID EASEMENT.

WHEREAS, The State of Texas, acting by and through the Texas Facilities Commission, for the use and benefit of the Texas Department of Public Safety, has agreed to convey to the city by Utility Blanket Easement, tract of 7.00 acres, which is described in Exhibit 1, attached to this resolution; and

WHEREAS, after the conveyance of the said Utility Blanket Easement tract, the city will construct Utility Improvements/Relocations on Bob Bullock-Loop 20 / Spur 400 Overpass Improvements Project; and

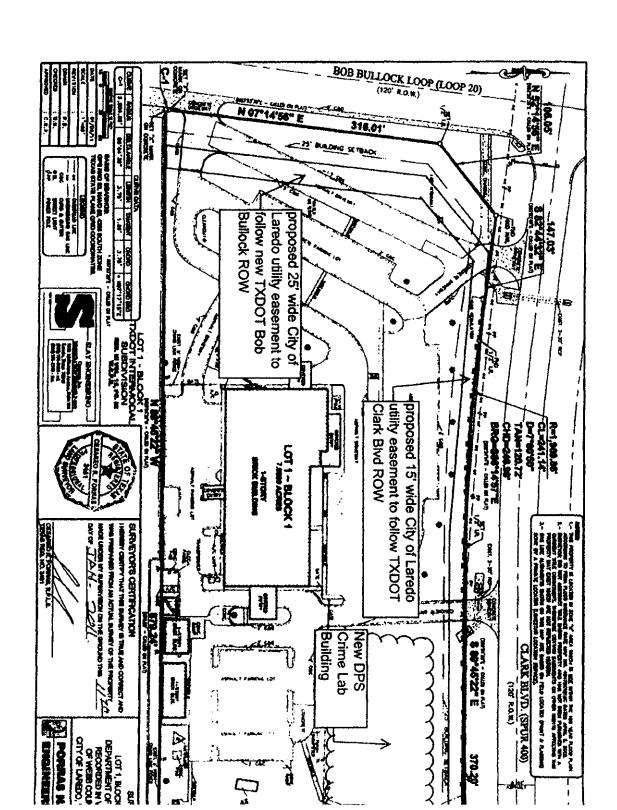
WHEREAS, in order to proceed with the Utility Improvements/Relocations on Bob Bullock-Loop 20 / Spur 400 Overpass Improvements Project, it is in the City of Laredo's best interests to accept the above-referenced conveyance from the State of Texas, acting by and through the Texas Facilities Commission, for the use and benefit of the Texas Department of Public Safety.

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

Section 1. It hereby accepts the conveyance of Utility Blanket Easement of this tract of land for the conveyance of which tract is situated in Webb County, Texas, and being more particularly described by metes and bounds on Exhibit 1, attached hereto.

Section 2. The conveyance will be accepted in the form and content of the Utility Blanket Easement, copies of which are attached as Exhibit 1, to this resolution, and the tract is described in Exhibit 1, (metes and bounds description and surveys), attached to this resolution.

Volume: 3454 Page: 671



Volume: 3454 Page: 669

STATE OF TEXAS COUNTY OF WEBB

A TRACT OF LAND CONTAINING 7.00 ACRES, more or less, situated in Porcion 29, Juan B. Villareal, Original Grantee, Abstract 3086, Webb County, Texas, said 7.00 acre tract being out of a tract containing 354.72 acres commonly known as the Killam Oil Company's "Ugarte" Tract, TRACT K-5, as described in deeds recorded in Vol. 252, Page 21 and Vol. 684, Page 459, Deed Records of Webb County, Texas, said 7.00 acre tract more particularly described by metes and bounds as follows:

COMMENCING for a point of reference at a nail set in pavement within O.W.K. Drive, said nail being the northeast corner of the Tex-Mex Industrial Park as recorded in Vol. 3, Page 27-A, Webb County, Texas Plat Records, said nail being the recognized northeast corner of Share 6 and the northwest corner of Share 7 of the Moreno 181.335 acre partition as recorded in Vol. 1, Page 81, Webb County, Texas Plat Records;

THENCE East, along the recognized south line of Porcion 29, the north line of Porcion 30, a distance of 40.00' to a point on the present east right-of-way line of O.W.K. Drive (100' R.O.W.), said point being the southeast corner of the Ponderosa Industrial Park as recorded in Vol. 3, Page 98, Webb County, Texas Plat Records;

THENCE along the present east right-of-way line of O.W.K. Drive (100' R.O.W.) as described in said Ponderosa Industrial Park as follows:

THENCE N00°01'14"W, a distance of 20.00' to a point of curvature of a curve to the right having a radius of 686.136', a central angle of 30°23'58" and a long chord of N15°10'45"E-412.22';

THENCE along the arc of the curve to the right, a distance of 364.043' to a point of tangency;

THENCE N30^O22'44"E, a distance of 517.19' to a non-tangent point on a curve to the right situated on the east right-of-way line of the "Loop 20 Road Extension" (120' R.O.W.) as proposed by the Texas State Department of Highways and Public Transportation, said point being on the westerly line of a 44.0 acre tract;

THENCE along the arc of a curve to the right being along the easterly right-of-way line of the proposed "Loop 20 Road Extension", a distance of 107.54' to a nail set on the asphalt pavement of O.W.K. Drive, said curve right having a radial bearing of S84°20'48"E, a radius of 2804.80', a central angle of 02°11'48" and a long chord of N06°45'06"E-107.53', said nail being the TRUE POINT OF REGISSING and the southwest corner of this 7 00 acres transport

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force and effect until such time as the Replacement Easement has been accepted by Grantee and duly recorded.

AND it is further agreed that Grantor reserves the right to use the land subject to said easement and right of way in any way that will not interfere with Grantee's exercise of the rights hereby granted. However, Grantor in consideration of the benefits above set out, will remove from the utility easement described above, such fences, trees, shrubs, buildings and other obstructions as may now be found upon said utility easement and that Grantor shall not construct or permit to be constructed any house or other aboveground structure on or within the utility easement area without the express written consent of Grantee.

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

EXECUTED this 3 day of May, 2013.

OWNER

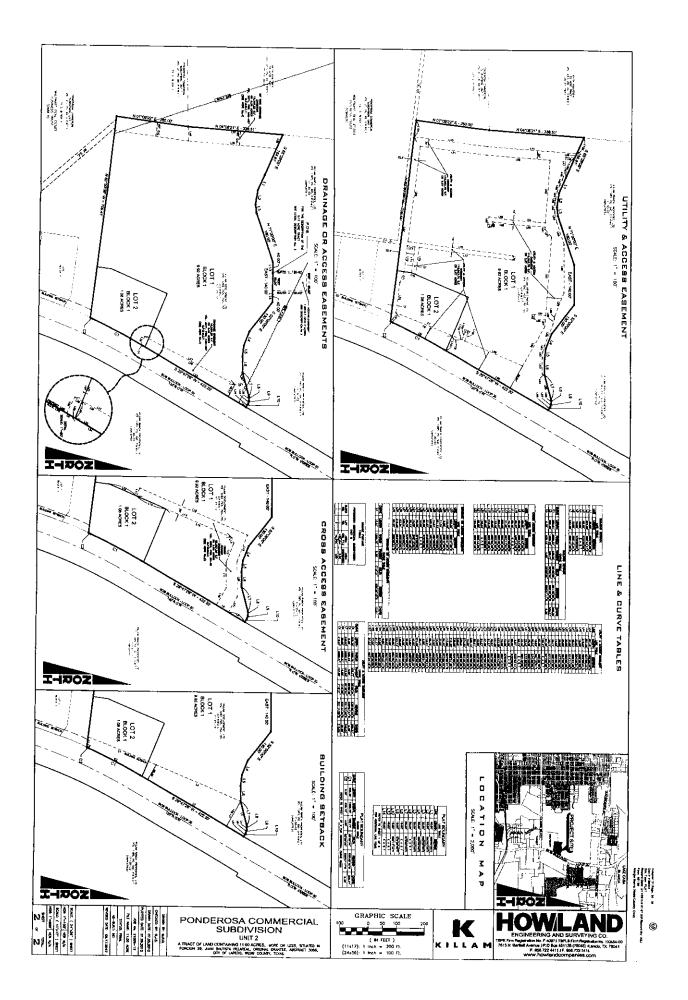
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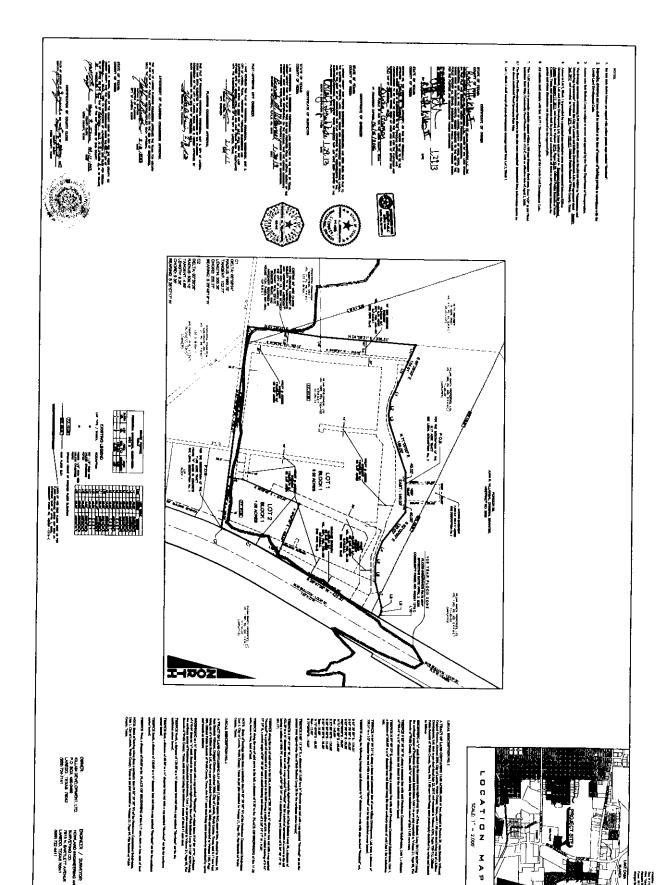
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for the	use and ben	<u>e</u> fit	of the Texas Department of Public Safety
By:	Da		leel
	Terry Keel		V
	Executive I)ire	ctor, Texas Facilities Commission
Date:	5	3	2013
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ACKNOWLEDGMENT

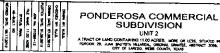
COUNTY OF TRAVIO	
This instrument was acknowledged before me on this3	_day, of May
Terry Keel Executive Director	J
of Tarrett William C	

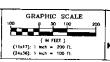
PASSED AND APPROVED THIS	DAY OF MAY, 2013.
	Raul G. Salinas, Mayor
ATTEST: Gustavo Guevara, Jr. City Secretary	
APPROVED AS TO FORM: Raul Casso City Attorney	
By: Melissa Vidal, Assistant City Attorney	





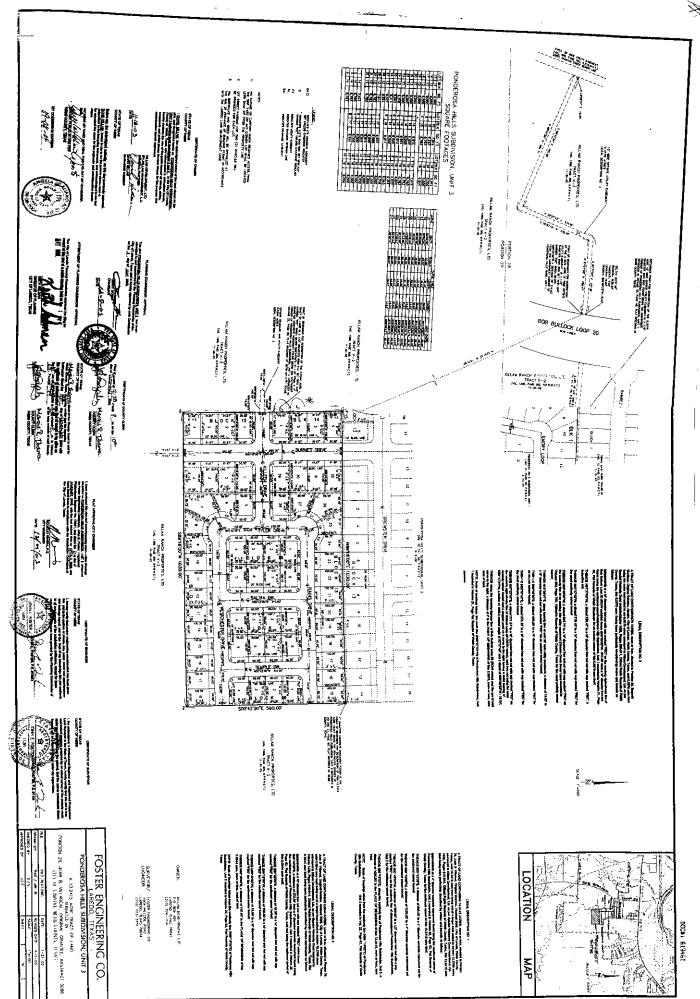






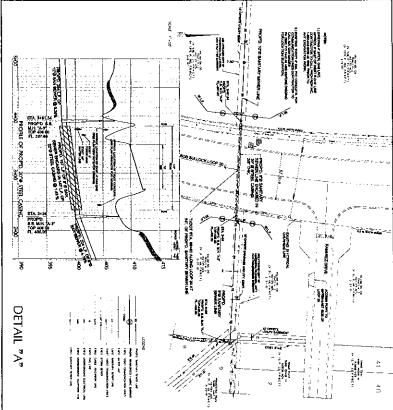






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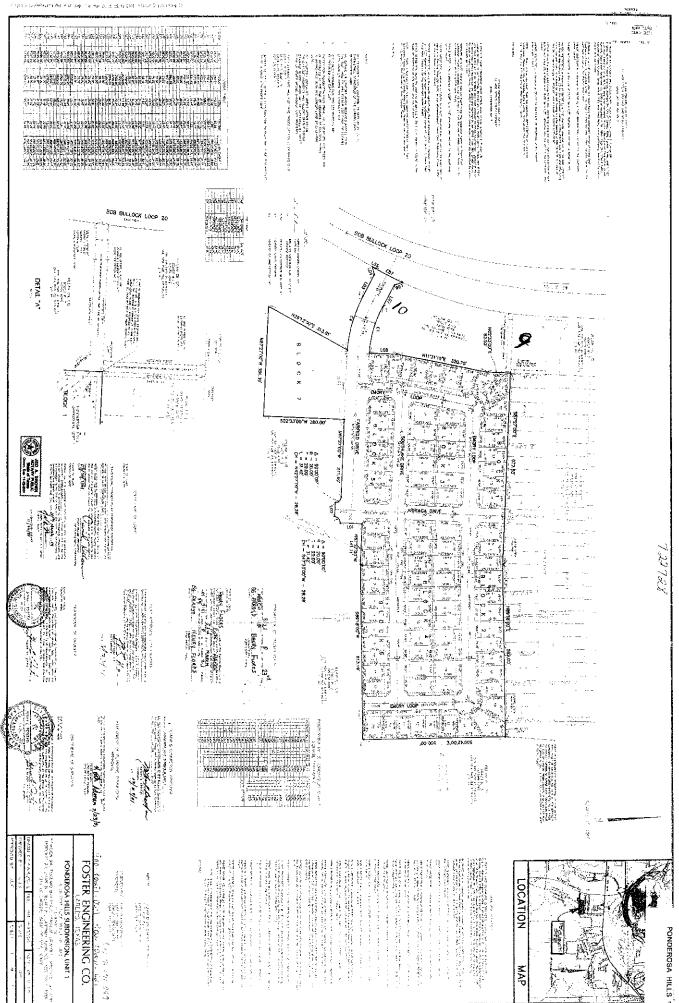
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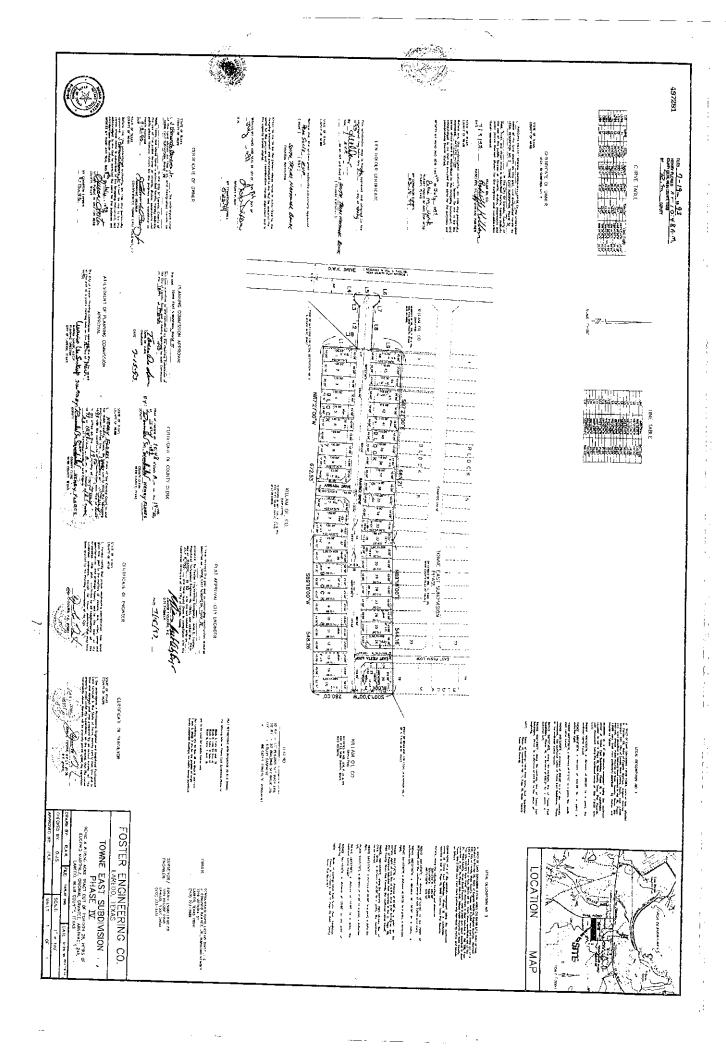
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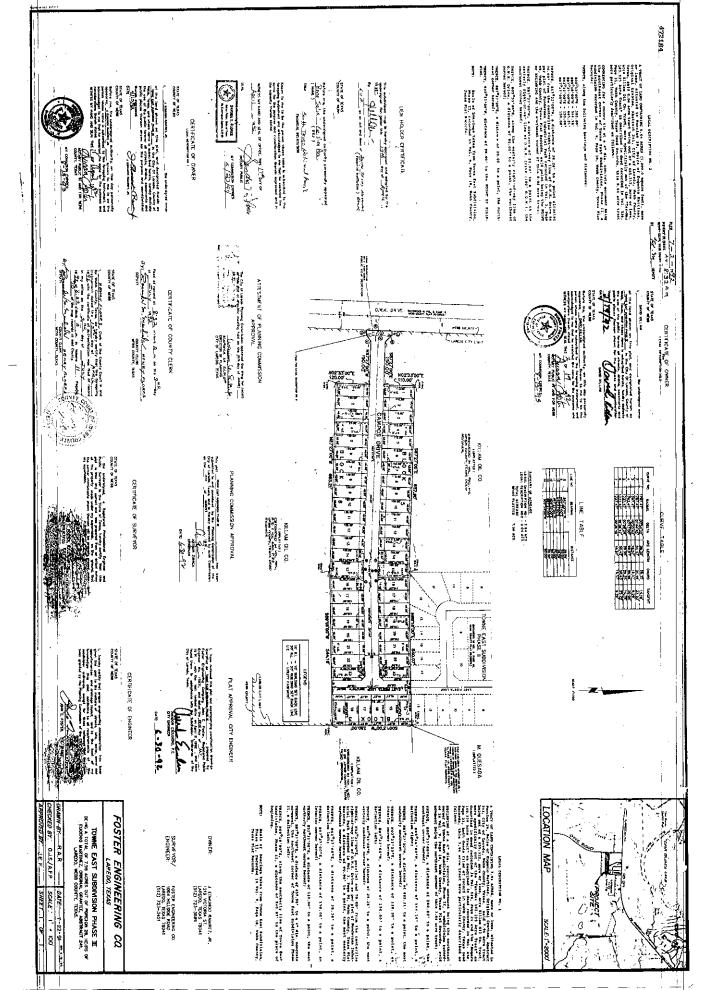
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UNIT 3

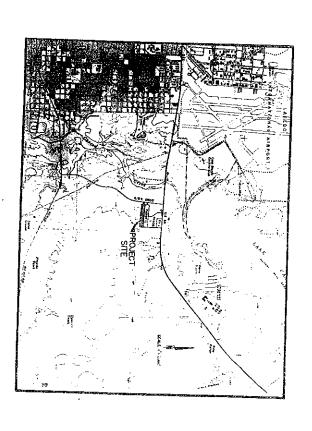
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PLANS PREPARED BY:
FOSTER ENGINEERING CO.

LAREDO, TEXAS

FERWUARY 1993

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3. LOCATION AREA PLAT
4. BASIS OF ESTIMATE
4. BASIS OF ESTIMATE

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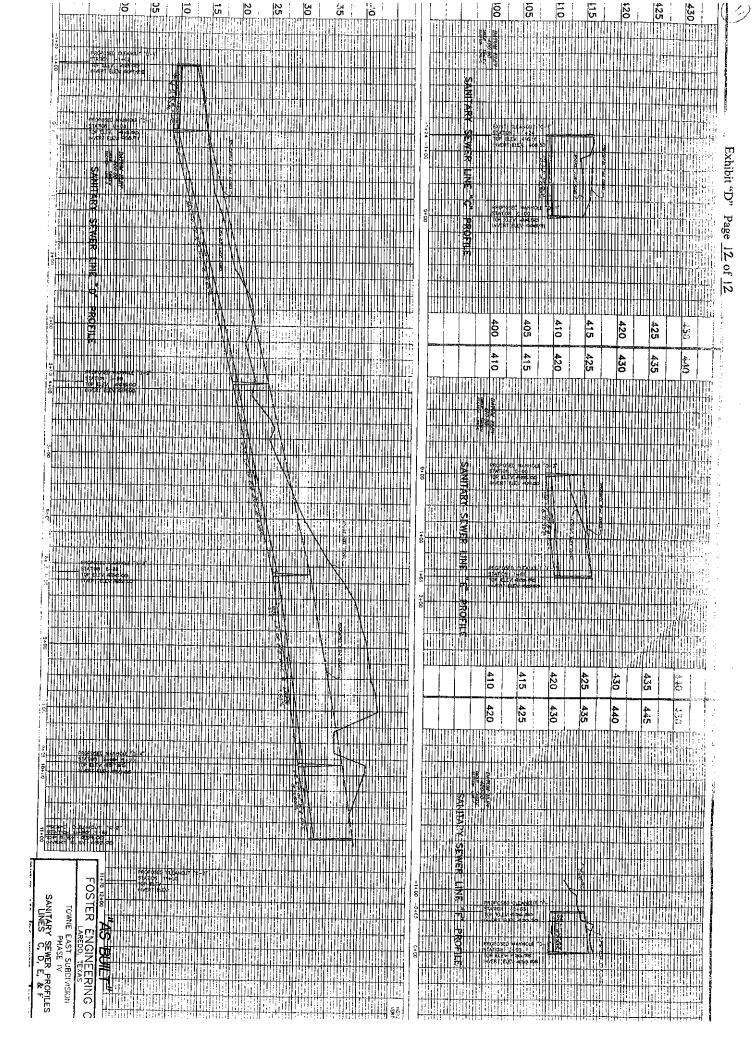
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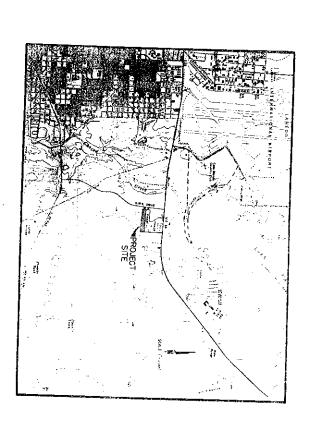
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TOWNE EAST PHASE IN BUNISION

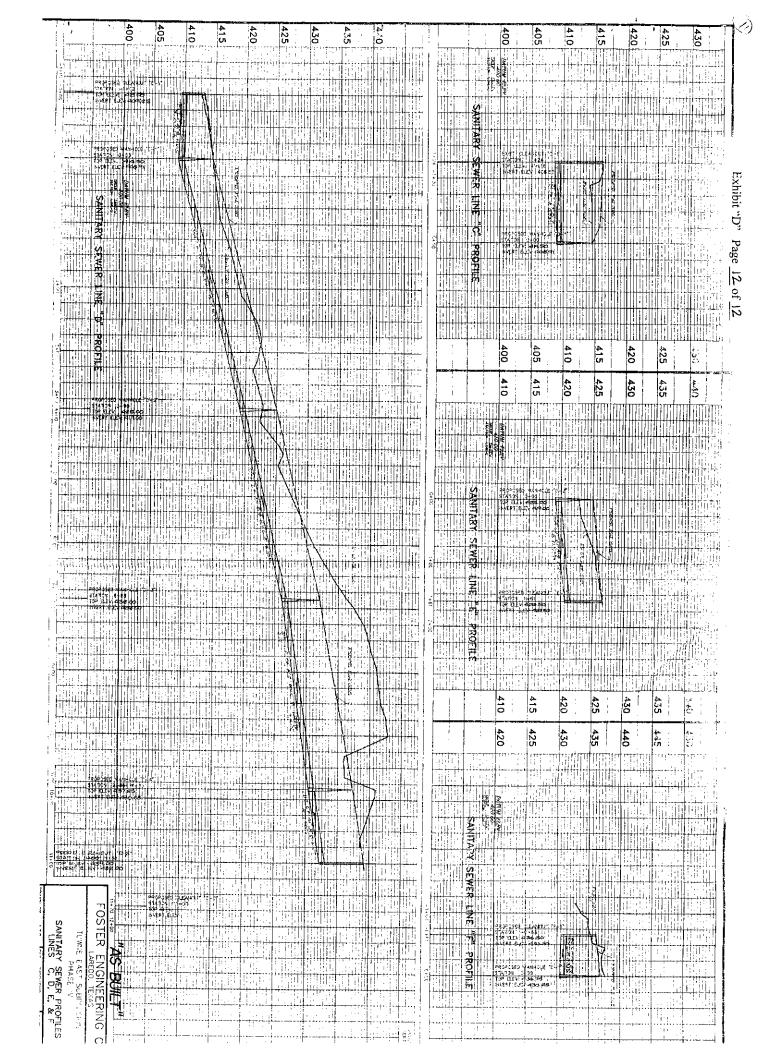


PLANS PREPARED BY:
FOSTER ENGINEERING CO.
LAREDO, TEXAS

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CITY OF LAREL J

ENGINEERING DEPARTMENT

Exhibit "D" Page 7 of 12

July 26, 1995

Consolidated Towne East Holdings, L.C. Attn: Mr. Ed Ramirez, Jr. 1219 Victoria Street Laredo, Texas 78040

RE:

Towne East Subdivision, Phase 4

Dear Mr. Ramirez:

We are in receipt of completion of project and warranty documentation and As-Built plans for the improvements of the above referred.

Our office has also inspected said improvements and is satisfied that same have been constructed in accordance with plans and specifications.

In consideration of the above, we hereby accept the project as complete, and on behalf of the City of Laredo, accept the construction of the public improvements conditioned on the one year warranty as submitted.

Thank you, should you have any questions, please call.

Sincerely.

Rogelio Rivera, P.E.

City Engineer

Xc:

Mike Perez, Fire Chief

Tomas Rodriguez, Utilities Director

J.L. Martinez, Police Chief

Marina Sukup, Planning/Bldg. Director

Cliff C. Wilson, Webb County R&B Dept.

Luis Landin, Traffic Department Director

Foster Engineering

Jerry Robinson, Health Department Director

Alfredo Castillo, PARD Director

Norberto Valdez, Street Cut Inspector

Eulogio Gonzalez, Project Inspector

Phyllis Colon, Tax Director

Joe Guerra, D.P.W. Director

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CITY OF LAREDO Weter Utilities Department



TO:	Amador Escudero - Engineering	DATE: July	30,	1993
FROM:	Tomas M. Rodriquez, Jr. P.E Director Water	Utilities		
SUBJECT:	Town East Phase IV			

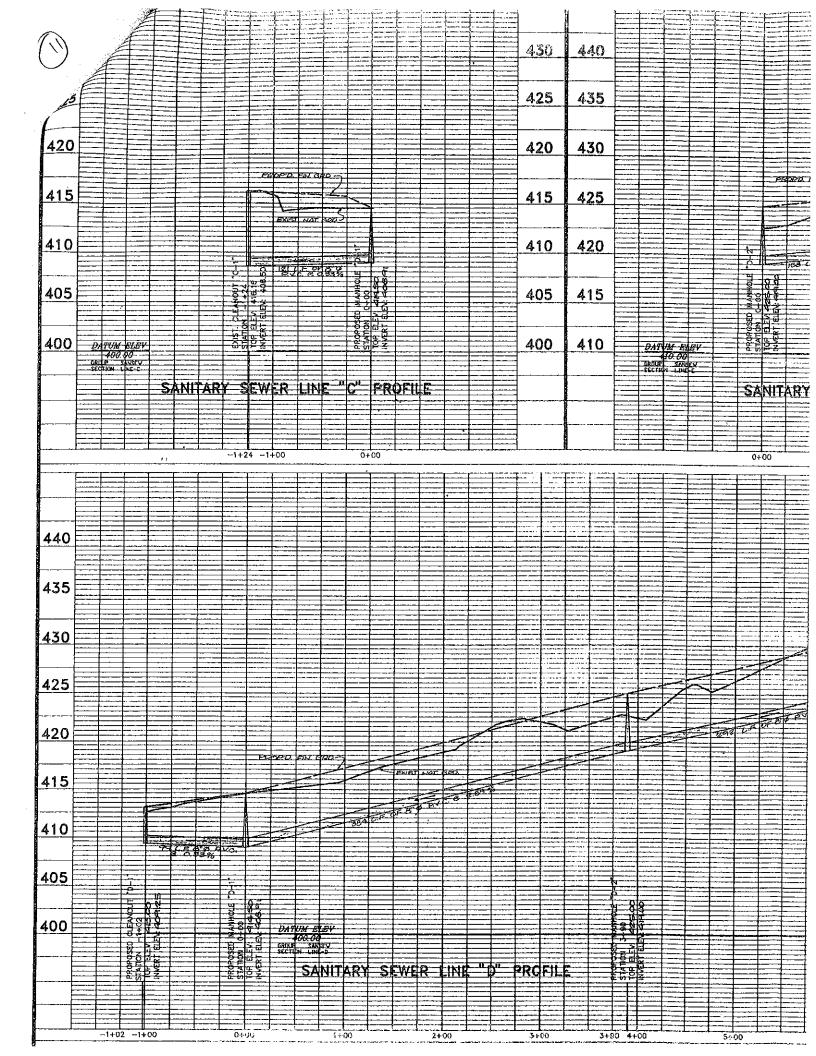
Attached please find inspection report for the abovementioned, water and sewer lines have been inspected, we recommend approval.

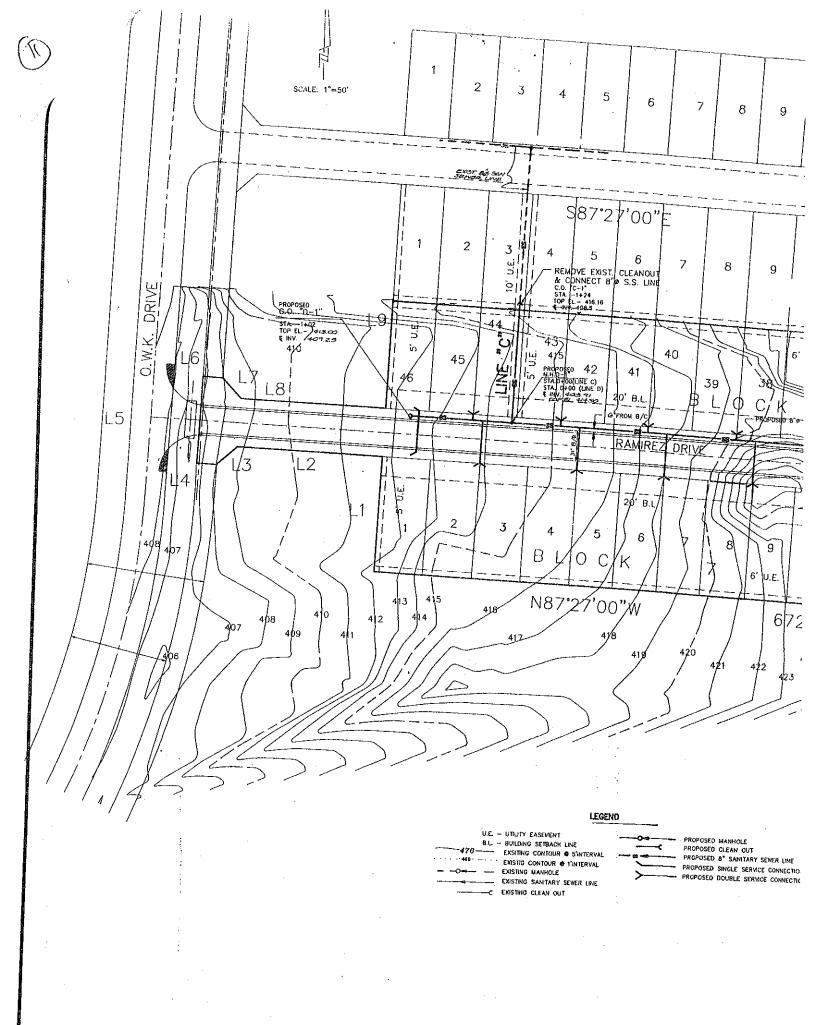
INSPECTION REPORT FOR NEW SUBDIVISIONS

NAME OF	SUBDIVIS	ion:	Town East Phase TV
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<u>/</u>	والمستعدد	*2.	Did all gate valves open and close?
		3.	Were all water services at 6" above ground level at the meter box location?
		4.	Are all Fire Hydrant above ground-not partiallay buried?
	_{фин} е организация	* 5.	Did you perform a flow test on all Fire Hydrants? Attach a list of Fire Hydrants tested indicating 1500 gpm at 60 psi and the pressure at the closest Fire Hydrant 55 psi 75 slatte (Ressure)
$\sqrt{}$		*6.	Were all manholes and clean-outs clean?
		7.	Was a flow test performed for all Sewer Lines? List any problems if any.
		*8.	Did Lift Station pumps and automatic controls function as specified? (When applicable)
<u></u>		*9.	Does lift station have a Telemetering Device?
<u></u>	:	10.	Do you recommend approval of subdivision?
<u> </u>		11.	Chlorine residual <u>0.7</u>
	<u> </u>	12.	Was there any trace of Coliform present per laboratory test result? 109 210
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*Developer's Contractor should assist Water Utility personnel with these tests.

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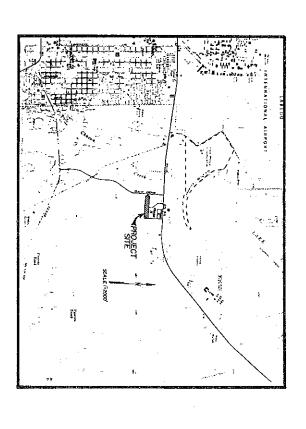




CONSTRUCTION PLANS

SUBDIVISION

TOWN MIN



FOSTER ENGINEERING CO. PLANS PREPARED BY: LAREDO, TEXAS

7ULY 1991

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- 12. LOT GRADING PROFILES 1-1 TO 14-14 11. LOT GRADING PLAN
- 13. LOT GRADING PROFILES 15-15 TO 29-29
 14. KILLAM PROPERTY FILL AREA

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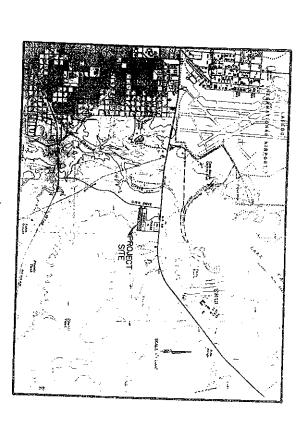
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PLANS PREPARED BY FOSTER ENGINEERING CO.

LAREDO, TEXAS

FEERWUARY 1993

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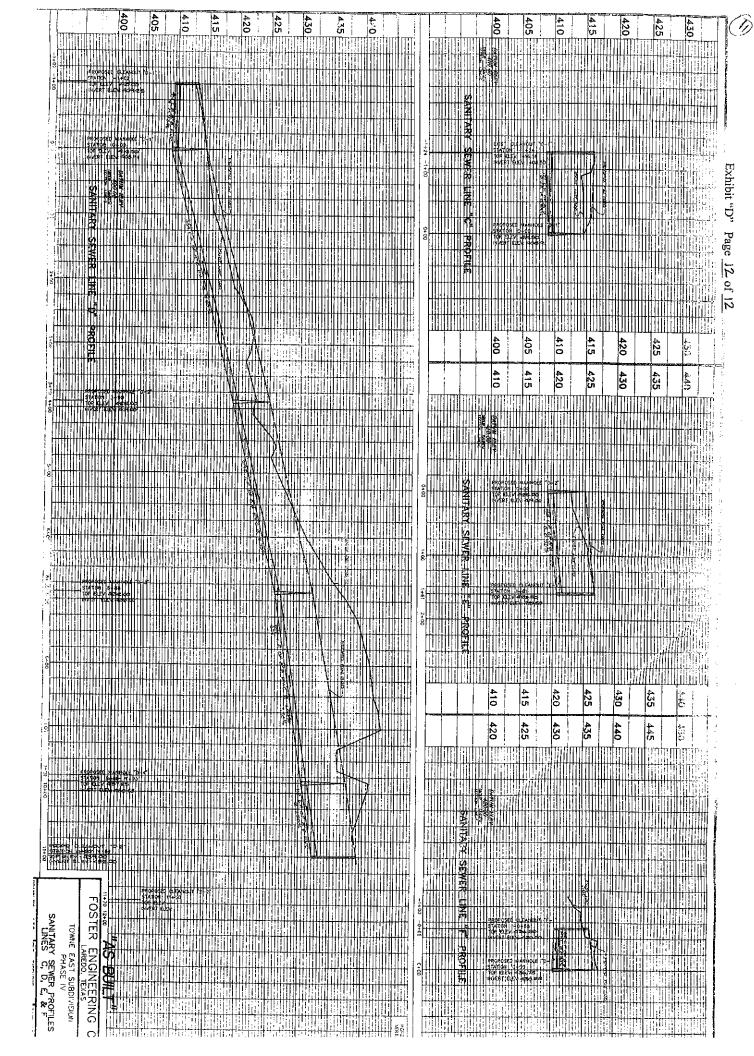
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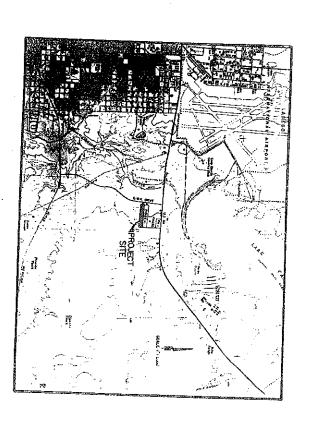
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SANITARY SEWER DETAILS
WATER DISTRIBUTION DETAILS





PLANS PREPARED BY.
FOSTER ENGINEERING CO.

LAREDO, TEXAS

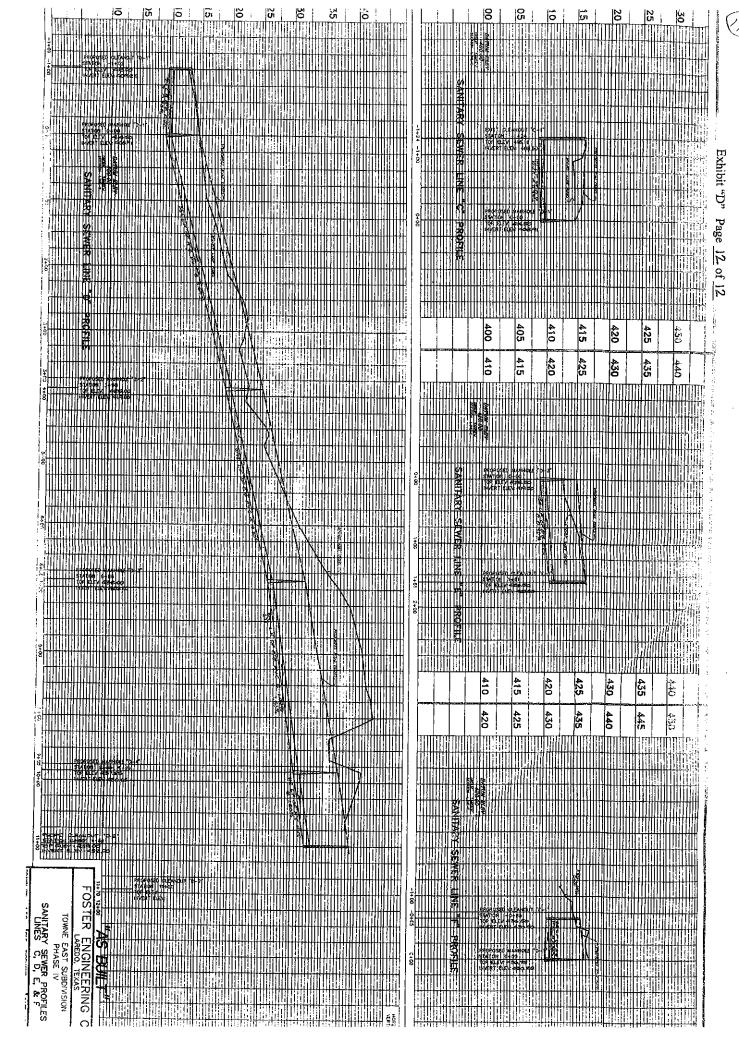
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ORAINAGE AREA MAP
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CITY OF LARED J

ENGINEERING DEPARTMENT

Exhibit "D" Page 7 of 12

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Norberto Valdez, Street Cut Inspector

Eulogio Gonzalez, Project Inspector

Phyllis Colon, Tax Director

Joe Guerra, D.P.W. Director

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CITY OF LAREDO Water Utilities Department



TO:	Amador Escudero - Engineering	DATE: July	30,	1993		
FROM:	Tomas M. Rodriquez, Jr. P.E Director Water	Utilities				
SUBJECT: Fact Phase IV						
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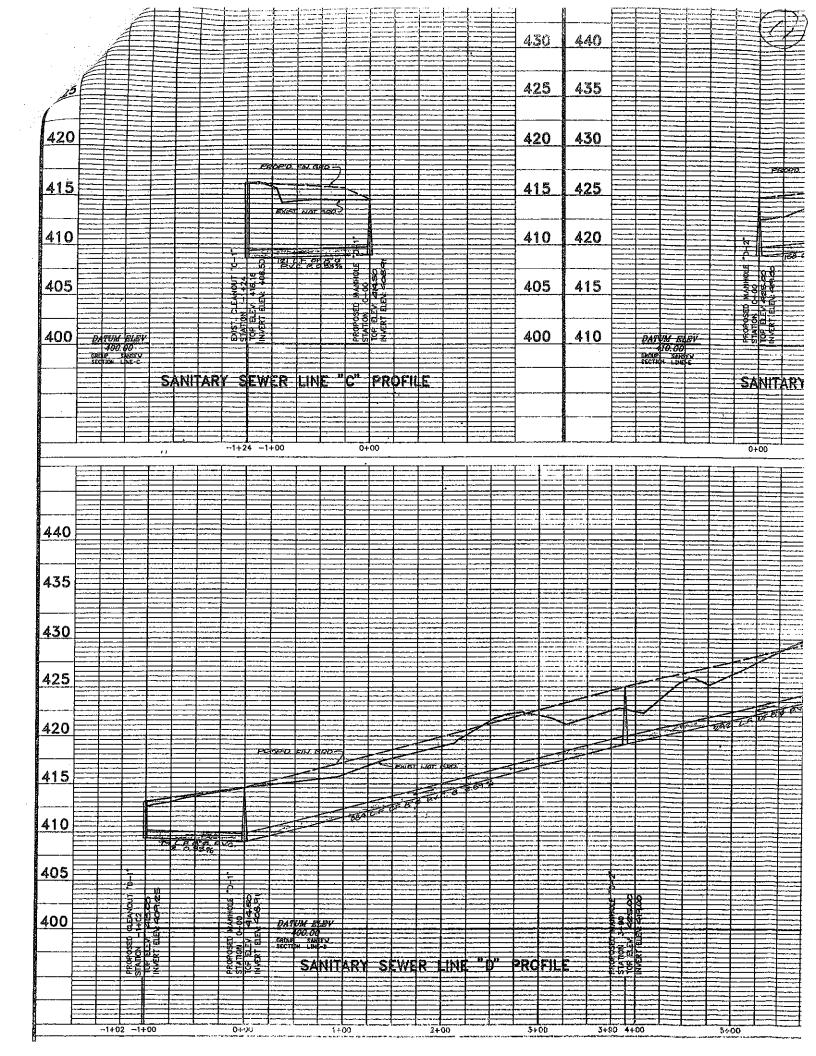
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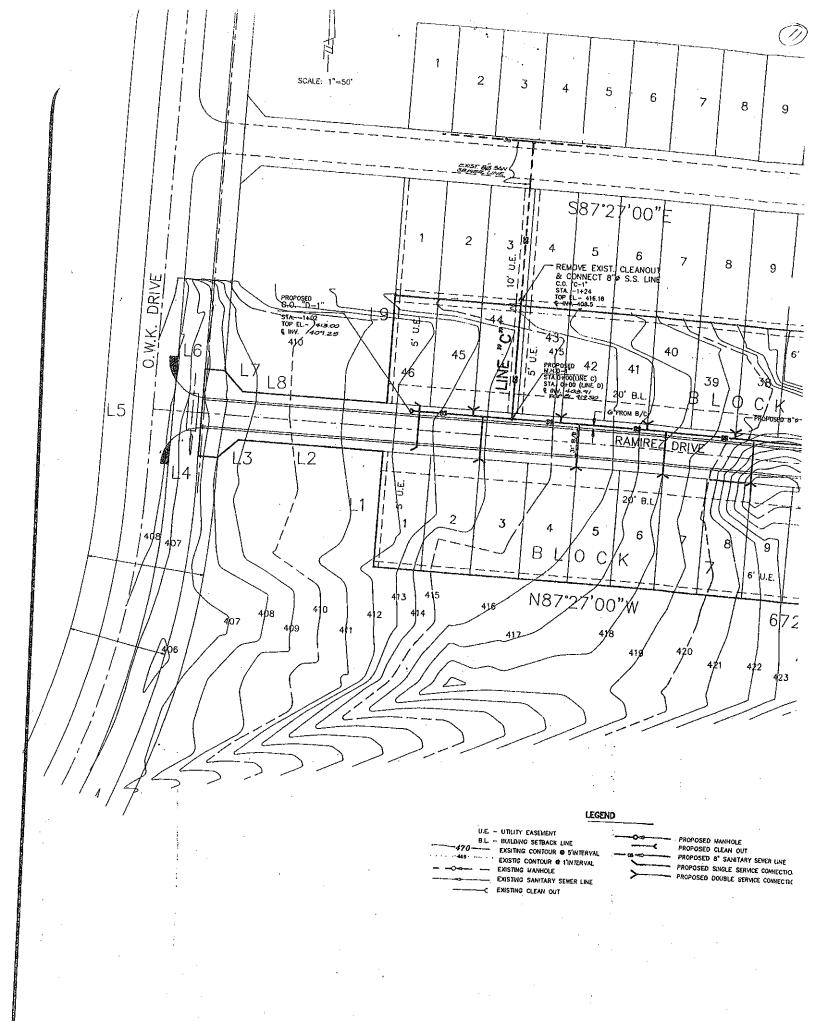
INSPECTION REPORT FOR NEW SUBDIVISIONS

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YES		NO		
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			4.	Are all Fire Hydrant above ground-not partiallay buried?
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	-		7.	Was a flow test performed for all Sewer Lines? List any problems if any.
	-	·	*8 <i>.</i>	Did Lift Station pumps and automatic controls function as specified? (When applicable)
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	. : -		11.	Chlorine residual 0.7
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personnel with these tests.

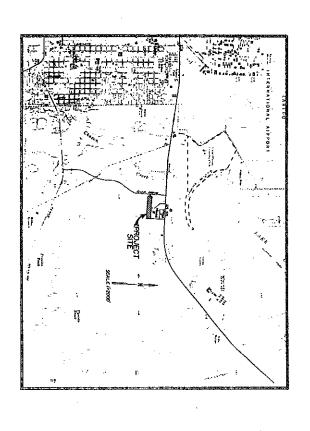
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CONSTRUCTION SNY

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FOSTER ENGINEERING CO. PLANS PREPARED BY:

LAREDO, TEXAS

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- 13. LOT GRADING PROFILES 15-15 TO 29-

- 14. KILLAM PROPERTY FILL AREA

M.H. "A-1" STA 5+85.11 F.L. 406.53 San Sawer Live DAN SEWER KILLAM OIL CO. US HWY 59 KILLAM OIL CO. SAN SOWER ALLESS SECULO WE 41235 "AS BUILT MANHOLE INVERT ELEVATION

"AS BUILT FOSTER ENGINEER

LEGEND

TOWNE EAST SUBDIV SANITARY SEWER PL

Attachment "D"

Statement Covering Contract Work

City Force Package to be done by Utility forces. Public Bid Package to be done by the lowest bidder.

It is more economical and/or expedient for the City of Laredo Utilities Department to perform the necessary work on some of this project with its own forces to the extent as indicate on the estimate.

Form ROW U-48 is attached hereto



District: Laredo (22)

Federal Project No.: N/A

STANDARD UTILITY AGREEMENT

U-Number: **U14374** County: Webb Highway: SL 20

ROW CSJ: 0086-14-056 From: Kansas City Southern Overpass

Highway Project Letting Date: 8/5/2014 To: North of US 59

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("State"), and City of Laredo Utilities Department, ("Utility"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work:

The relocation work will consist of:

- Removal of the existing Lift Station with related appurtenances and incidentals including the relocation and abandonment of all the sewer private mains, private manholes, sewer private services with the installation of a 12" sanitary sewer line with related appurtenances and incidentals from the norh side of Spur 400 to south of Kansas City Southern Overpass. This 12" sanitary sewer line will resolved the request from Killam Development for the extension of the 12" sanitary sewer line from the westside of Clark and SL 20 intersection to the eastside of SL 20.
- The relocation and abandonment of the existing of two 8" and one 10" waterline including 20" casing bores crossing the SL 20 that provide water services to the DPS, TXDOT District office, TXDOT Area Office and Cantu Electric Subdivision with the installation of a 24" waterline crossing including 36" casing. This 24" waterline with 36' casing bore will resolved in part the request from Killam Development for the extension of the 12" waterline from the west side of Clark and SL 20 intersection to the eastside of SL 20.
- The relocation and abandonment of the existing 6"- 8" private mains, private water services with related appurtenances and incidentals for the DPS, TXDOT District office, TXDOT Area Office and Cantu Electric Subdivision with the installation of a 12", 16" & 24" waterlines mains and connections to the existing water services from north side of Spur 400 to south of Kansas City Southern Overpass with related appurtenances and incidentals. This 12", 16" & 24" waterline will complete resolving the request from Killam Development for the extension of the 12" waterline from the west side of Clark and SL 20 intersection to the eastside of SL 20.
- Adjustment of existing and proposed manhole covers and water valve covers to finished grade at different locations.
- Relocation and adjustment of 8" the existing sanitary sewer line from the intersection of Campos Rd. east of SL 20 to the east side of SL 20 inside of the easement with the installation of another 8" sanitary sewer line at a different alignment and adjustment of the 8" sewer crossing the future frontage road with a 8" sanitary sewer with 16" casing and two manholes due to acquisistion of City of Laredo ROW and City of Laredo easement.

Initial	Date
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Form ROW-U-35 Rev. 1/2007 Page 2

- Adjustment of the existing 12" sanitary sewer line west of SL 20 along the easement with the installation of another 12" sanitary sewer line with 16" casing and two manholes due to acquisistion of City of Laredo ROW and City of Laredo easement.
- The relocation of the existing 16" waterline with fire hydrants, gate valves, butterfly valves and air release valves with related appurtenances and incidentals located at the west side of SL 20 with the installation of another 16" waterline with fire hydrants, gate valves, butterfly valves and air release valves with different alignment with related appurtenances and incidentals from the north side of Campos Road to the Walmart entrance.
- -The relocation of the existing 16" waterline with fire hydrants, gate valves, butterfly valves and air release valves with related appurtenances and incidentals located at the west side of SL 20 from the north of Kinder Morgan to Carson Rd. with the installation of a 16" 24" waterline with fire hydrants, gate valves, butterfly valves and air release valves from north of Kinder Morgan to south of Kansas City Southern Overpass.
- The relocation of the existing 12" waterline with 24" casing crossing the SL 20 with another 12" waterline with 24" casing with different alignment due to acquisistion of City of Laredo ROW; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the State, upon receipt of evidence it deems sufficient, acknowledges Utility's interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

The **State** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. **Utility** agrees to supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to **State** not later than 90 days after completion of the work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **State** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Alternatively, **State** agrees to pay **Utility** an agreed lump sum of \$N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to **Utility** in the agreed amount.

Initial	Date
muai	Date

Form ROW-U-35 Rev. 1/2007 Page 3

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **State** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Unless an item below is stricken and initialed by the **State and Utility**, this agreement in its entirety consists of the following:

- 1. Standard Utility Agreement;
- 2. Plans, Specifications, and Estimated Costs (Attachment "A");
- 3. Utility's Accounting Method (Attachment "B");
- 4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
- 5. Statement Covering Contract Work ROW-U-48 (Attachment "D");
- 6. Eligibility Ratio (Attachment "F");
- 7. Betterment Calculation and Estimates (Attachment "G");
- 8. Proof of Property Interest ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment "H");
- 9. Inclusion in Highway Construction Contract (if applicable) (Attachment "I"); and
- 10. Utility Joint Use Acknowledgment ROW -U-JUA (Attachment "E").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State and Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **State**.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that TxDOT makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

Initial	Date
c.a.	Date

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UTILIT	Y	EXECUTION RECOMMENDED:
Utility:	City of Laredo Utilities Department Name of Utility	District Engineering, Laredo District *
Ву:	Authorized Signature	THE STATE OF TEXAS
	Carlos R. Villarreal Print or Type Name	 Executed and approved for the Texas Transportation Commission for the purpose
Title:	City Manager	and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the
Date:		Texas Transportation Commission. By:
		**
		Date:

^{*} For locally-executed agreements, ROW Administrator recommends execution; otherwise District Engineer (or designee) .
** For locally-executed agreements, District Engineer (or designee) approves and executes; otherwise ROW Division Director.

ATTACHMENT "I"

(to be used only for Inclusion in Highway Construction Contract)

In the best interest of both the **State** and the **Utility**, the **Utility** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway SL 20 in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

Utility:	City of Laredo Utilities Department		
	Name of Utility		
Ву:			
	Authorized Signature		
	Jesus Olivares		
	Print or Type Name		
Title:	City Manager		
Date:			

Final Reading of Ordinances

City Council-Regular Meeting Date: 08/17/2015

Initiated By: Jesus Olivares, City Manager

Staff Source: Robert Murillo, Traffic Safety Manager

SUBJECT

2015-O-100 Amending Chapter 19, Motor Vehicles and Traffic, Article VIII, Stopping, Standing or Parking, of the Code of Ordinances of the City of Laredo by specifically amending Section 19-362 (d), City owned parking lot rates and hours of operation, clarifying boundaries for (\$40.00) downtown employees only monthly parking rate to be located within the area bounded by Matamoros on the north, Water on the south, San Bernardo on the east and Santa Maria on the west and adding Section 19-362 (e) establishing a monthly parking rate of \$100.00 per parking space for parking lot acquired on Victoria and Juarez, and to provide for severability, publication and effective date. **AS AMENDED.**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

On August 3, 2015, city council did not approve the proposed increase of the Hamilton Parking Garage monthly rate from \$60.00 to \$75.00. On September 2005, an ordinance was passed to reduce the monthly parking lot rate for specific parking lots from \$60.00 to \$40.00 to provide affordability to downtown employees only except the Hamilton Parking Garage whose rate shall be \$60.00 per month.

BACKGROUND

The rate for the newly acquired parking lot located on Victoria and Juarez will be \$100.00 per parking space. The rate is based on the location of the property. The City of Laredo recently acquired two (2) lots located at the intersection of Victoria St. and Juarez Ave. for constructing additional parking within the downtown area. Parking spaces are proposed to be leased and there is a need to establish a parking rate for this newly acquired parking lot. Staff is recommending a \$100 monthly parking rate for this parking lot which will include twenty one (21) parking spaces. This proposed ordinance amendment also includes an increase in the monthly parking rate at the Hamilton Parking garage from \$ 60 to \$75. At the Finance Committee meeting on July 14, 2015, when item was first presented, Committee directed that city employees currently parking at this parking facility be informed of the proposed new parking rate and obtain feedback and bring back recommendation . The item was then moved to next council meeting on August 3, 2015 for consideration and approval. The City currently pays \$25 out of the \$60 current monthly parking rate for city employees only. A waiting list is maintained from

customers wanting to park at this facility when a parking space is available. The City offers free parking at the El Metro Parking facility for city employees. The Hamilton Parking garage is conveniently located in the downtown area and provides covered parking for the 26 parking spaces available in this parking lot, thirteen (13) of which are currently leased by city employees. These employees were informed of the proposed parking rate increase, as directed, and feedback was received from some of the city employees for which responses are included in the attachment provided. Also included in the proposed ordinance amendment is clarification of the boundaries for the \$40 monthly parking rate for downtown employees at city owned parking lots within this proposed boundaries. When ordinance was approved back in September 2005, establishing this reduced monthly parking rate to provide affordability to downtown employees, the boundaries were not properly defined other than it excluded the Hamilton parking garage. With the parking rate of \$ 100 hereby being proposed for the new parking lot at Victoria and Juarez, it is now necessary to clarify boundaries to exclude this parking lot by establishing boundaries for the \$40 monthly parking rate to apply only to city owned parking lots located south of Matamoros St., west of San Bernardo Ave., east of Sta. Maria St. and north of Water St. The boundary map is attached. This item was presented to the Transportation and Traffic Safety Advisory Committee on July 1, 2015 and recommended approval of the proposed ordinance amendment.

COMMITTEE RECOMMENDATION

The proposed ordinance amendment was presented to the Transportation and Traffic Safety Advisory Committee on July 1, 2015. The Committee recommended approval of the proposed ordinance amendment as recommended by staff.

STAFF RECOMMENDATION

Staff recommends approval on this ordinance.

Fiscal Impact

Fiscal Year: 2014-2015

Bugeted Y/N?:

Source of Funds: Parking Revenues
Account #: 251-0000-353-2011

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Additional revenues to be accounted for in the Parking Meters Fund-Parking Lot Facility Fees.

Attachments

FeedBackfromCityEmp
MapDowntownParkingLots
parking rates

Feedback received from City of Laredo employees in regards to the proposed monthly rate increase from \$60 to \$75 at the Hamilton Parking Garage. There are thirteen (13) city employees that currently lease a parking space.

- 1. Thank you Lupita, I do agree to pay the new fee and also I would like to bring to your attention the fact that when it rains my spot gets all flooded, it is difficult for me to get out of the car and would like to know if resurface or fixing the ceiling has been contemplated.
 - Just as a comment, courtesy rules are not followed by all of us, there's people leaving the exit gate open, trash on the floor and using the entrance as an exit.
- 2. City employees at the Hamilton parking garage should continue paying the same amount. We do have to open and close the gate but it is much closer than the El Metro parking garage.
- 3. I hope the parking space fee doesn't apply to us. I understand the City pays Transit the 25.00 fee for the use of the employees space. This is an expense to the City. But the Hamilton is owned by the City and the 35.00 fee is profit to the City. As it is, it's an inconvenience to work at City Hall since there is no employee parking. This in return affects us if we would park at Transit. It takes 15 minutes in the morning and another 15 minutes in the afternoon. During bad weather (cold, heat, rain) you get to work all sweaty, shivering or wet. Also, when going to Dr. appointments we have to easily take an extra ½ hour more for the time to get to and from Transit.

Will the \$25.00 credit still apply to us? Monthly fee of 75.00 - 25.00 = 50.00 monthly fee = \$23.08 a pay period.

Also, does the \$40.00 per month for downtown employee apply to this as it specify in the ordinance? Or will that change as well.

(d)Monthly parking rates for all city-owned parking lots within the vicinity of the central business district, which excludes those parking lots that are operated with the use of parking meters and that apply only for passenger-vehicle parking spaces, shall be forty dollars (\$40.00) per month per parking space for all parking lots for downtown employees only, and sixty dollars (\$60.00) for all others including the Hamilton Parking Garage whose rate shall also be sixty dollars (\$60.00) per month. The parking division shall have the authority to limit the amount of parking spaces that are utilized for monthly parking at any of the city-owned parking lots.

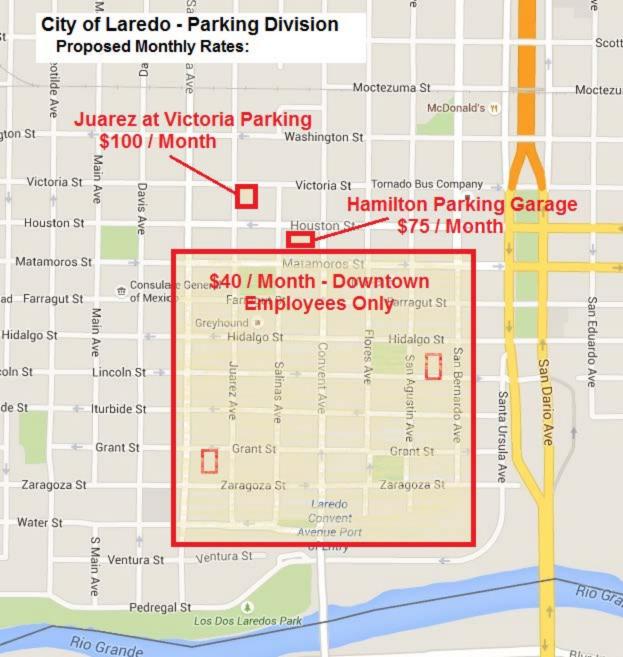
If we decide not to accept on the rate change. The City will have a bigger expense since they will have to pay for our space at transit. Your consideration will be greatly appreciated.

4. I pay the parking fee because at one point I had two school aged children. Now I have one at the university and one is still in high school. For me walking to the Hamilton parking garage as opposed to walking to Transit is more time convenient when it comes to doctor appointments and school emergencies. When I parked at Transit I had to

request more time off to make my appointments on time. It's unfortunate that we have to walk 4 blocks back and forth when every other City employee has a parking space right out their door. I'm very grateful that your department has allowed us to use the parking garage so please, please, take us into consideration.

I have one question; what will the monthly out of pocket amount be for us?

5. In reference to the proposed monthly rate increase at the Hamilton parking garage, I am not in agreement we, City Hall employees must be in consideration to pay the amount difference. I understand parking at this garage is solely my choice, therefore, I will continue to park at this garage even if rate increase takes effect only because I feel my safety is more important. I will expect this garage to get its much needed maintenance and improvements as well though. Areas of garage floods anytime it rains, entire garage needs resurfacing as well as lighting. Also, rules should be strictly enforced to anyone parking in this area. Many times garage gate is left open, something that completely beats the purpose for keeping our vehicles secured and/or avoiding vagrants from entering.



ORDINANCE NO. 2015-O-100

AMENDING CHAPTER 19, MOTOR VEHICLES AND TRAFFIC, ARTICLE VIII, STOPPING, STANDING OR PARKING, OF THE CODE OF ORDINANCES OF THE CITY OF LAREDO BY SPECIFICALLY AMENDING SECTION 19-362 (D), CITY OWNED PARKING LOT RATES AND HOURS OF OPERATION, CLARIFYING BOUNDARIES FOR (\$40.00) DOWNTOWN EMPLOYEES ONLY MONTHLY PARKING RATE TO BE LOCATED WITHIN THE AREA BOUNDED BY MATAMOROS ON THE NORTH, WATER ON THE SOUTH, SAN BERNARDO ON THE EAST AND SANTA MARIA ON THE WEST AND ADDING SECTION 19-362 (E) ESTABLISHING A MONTHLY PARKING RATE OF \$100.00 PER PARKING SPACE FOR PARKING LOT ACQUIRED ON VICORIA AND JUAREZ, AND TO PROVIDE FOR SEVERABILITY, PUBLICATION AND EFFECTIVE DATE. (AS AMENDED)

WHEREAS, the Parking Enforcement Division is authorized to apply regulations governing parking operations in the City of Laredo, and

WHEREAS, the acquired parking lot facilities will help alleviate the need of parking spaces in the North side of the Central Business District, and

WHEREAS, the Transportation and Traffic Safety Advisory Committee has recommended approval of the proposed Motor Vehicles and Traffic ordinance amendments; and

WHEREAS, it is in the opinion of the City Council that it is in the best interest of the city to apply the best and fairest method to manage parking availability in the downtown area,

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

SECTION 1. AMENDMENT

Chapter 19, "Motor Vehicles and Traffic", Article VIII, Stopping, Standing or Parking, Section 19-362 of the Code of Ordinances of the City of Laredo is hereby amended as follows:

Sec. 19-362 City-Owned parking lot rates and hours of operation.

(a) Unless otherwise provided for, the hours of operations for all city owned parking lots within the central business district shall be between the hours of 8:00 a.m. and 6:00 p.m., Central Standard Time or other standard time established or proclaimed by the United States for an area including the city, except Sundays and holidays, additionally, that within the meaning of this section the term "holiday" shall include the following days only; the first day of January, the Fourth of July, the first Monday in September, the twenty-fifth day of December, and the

day designated and set aside by the President of the United States as a day of Thanksgiving, and all other holidays observed by the city.

- (b) The rate for passenger vehicles at the riverfront parking lot shall be one dollar and fifty cents (\$1.50) for hourly parking. The rate for long-term parking for passenger vehicles at the riverfront parking lot shall be ten dollars (\$10.00) per day. The parking rate for tractors and recreational vehicles at the riverfront parking lot shall be two dollars and fifty cents (\$2.50) per hour for hourly parking with a maximum of thirteen dollars (\$13.00) per day. Tractor-trailer combinations are prohibited in the parking lot. The parking rate for buses at the riverfront parking lot shall be six dollars (\$6.00) per hour for hourly parking with the maximum of thirty dollars (\$30.00) per day. The riverfront parking lot shall be operated twenty-four (24) hours a day, three hundred sixty-five (365) days a year. Ten dollar fee per day will be charged for any lost parking ticket for passenger vehicles. A thirteen dollar fee per day will be charged for any lost parking ticket for tractors and recreational vehicles. A thirty dollars fee per day will be charged for any lost parking ticket for buses.
- (c) The parking rates for all of the newly-acquired city owned parking lots are hereby established as follows:
 - (1) Two dollars (\$2.00) per hour for hourly parking and ten dollars (\$10.00) maximum daily rate, where available, for all parking lots established within the following boundaries: Water Street on the south, Matamoros Street on the north, Davis Avenue on the west and San Bernardo on the east.
 - (2) One dollar seventy-five cents (\$1.75) per hour for hourly parking and eight dollars (\$8.00) maximum daily rate, where available, for all parking lots established within area bounded by Matamoros Street on the south, Moctezuma Street on the north, Santa Maria Avenue on the west and San Bernardo on the east.
 - (3) One dollar twenty-five cents (\$1.25) per hour for hourly parking and six dollars (\$6.00) maximum daily rate, where available, for all other parking lots established within the vicinity of the central business district.
- (d) Monthly parking rates for all city-owned parking lots within the vicinity of the central business district [boundaries of Matamoros on the north, Water in the south, San Bernardo on the east, and Sta. Maria on the west], which excludes those parking lots that are operated with the use of parking meters and that apply only for passenger-vehicle parking spaces shall be forty dollars (\$40.00) per month per parking space for all parking lots, for downtown employees only, and \$60.00 for all others, Including[the Hamilton Parking Garage whose rate shall also be sixty dollars (\$60.00) per month. The parking division shall have the authority to limit the amount of parking spaces that are utilized for monthly parking at any of the city-owned parking lots.

(e) The monthly rate for long-term parking passenger vehicles at the new parking lot located on Juarez Avenue at Victoria Street shall be one hundred dollars (\$100.00).

SECTION. 2 SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or for any reason unenforceable, the validity of the remaining portion of this ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Laredo in adopting this ordinance that no portion hereof of provisions or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity and all provisions are declared severable for that purpose.

SECTION. 3 PUBLICATION

This Ordinance shall be published once in accordance with the provisions set for in Section 2.09 (d) of the City Charter.

DAY OF	, 2015.		
PETE SAENZ MAYOR			
ATTEST:			
GUSTAVO GUEVARA, JR. CITY SECRETARY			
APPROVED AS TO FORM:			
RAUL CASSO CITY ATTORNEY			
KRISTINA L. HALE			

Final Reading of Ordinances

City Council-Regular Meeting Date: 08/17/2015

Staff Source: Robert Murillo, Traffic Safety Manager

SUBJECT

<u>2015-O-108</u> Designating as a one-way eastbound on the 2100 block of Ash Street, between Buena Vista Avenue and Bartlett Avenue; during the peak hours of 7:45 A.M. to 8:45 A.M. and 4:00 P.M. to 5:00 P.M., Monday thru Friday, during school days for J. W. Nixon High School, providing for the installation of appropriate signs to indicate one-way traffic; and providing for publication and effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

none

PREVIOUS COUNCIL ACTION

none

BACKGROUND

The ordinance was introduced to Council on August 10th. J.W. Nixon High School representatives and Mayor Pro Tem Juan Narvaez met with City Staff and requested that City of Laredo consider evaluating traffic operation around J.W. Nixon High School campus during peak school hours with consideration on improving traffic flow on Ash Street, between Buena Vista Avenue and Bartlett Avenue to convert into a one-way operation. The Traffic Safety Division is recommending the designation of the 2100 block of Ash Street . into a one-way Eastbound, during peak school hours. The effective hours for the one-way operation will be between 7:45 A. M. to 8:45 A. M. and from 4:00 P.M. to 5:00 P.M. Monday thru Friday, during school days. J.W. Nixon High School agreed to distribute information to parents regarding this proposed street designation prior to the start of the new school year.

COMMITTEE RECOMMENDATION

none

STAFF RECOMMENDATION

Staff recommends approval of this ordinance.

Fiscal Impact

Fiscal Year: 2015
Bugeted Y/N?: Y

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding will be obtained from Traffic Safety Division operating fund.

Attachments

Ordinance 2015-O-108

ORDINANCE NO. 2015-O-108

DESIGNATING AS A ONE-WAY EASTBOUND THE 2100 BLOCK OF ASH STREET, BETWEEN BUENA VISTA AVENUE AND BARTLETT AVENUE; DURING THE PEAK HOURS OF 7:45 A. M. TO 8:45 A. M. AND 4:00 P.M. TO 5:00 P.M MONDAY THRU FRIDAY, DURING SCHOOL DAYS FOR J.W. NIXON HIGH SCHOOL, PROVIDING FOR THE INSTALLATION OF APPROPRIATE SIGNS TO INDICATE ONE-WAY TRAFFIC AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, Traffic Safety Staff evaluated the school's traffic operation with the intent of having the adjacent roadway of Ash Street, designated as one-way in the East direction, starting on Buena Vista Avenue and ending on Bartlett Avenue, during the school peak periods of operation in order to safely load and unload school children; and

WHEREAS, the Traffic Safety Division has recommended in favor of designating Ash Street, as one-way in the East direction during school peak periods of operation; and

WHEREAS, the City Council of the City of Laredo has determined that the safety of the students will be improved by this one-way direction designation;

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

SECTION 1:

The 2100 block of Ash Street, between between Buena Vista Avenue and Bartlett Avenue, be designated as a one-way Estbound, to be effective during the peak hours of 7:45 a.m. to 8:45 a.m. and 4:00 p.m. to 5:00 p.m., Monday thru Friday, during school days; and

SECTION 2:

The installation and erection of appropriate signs giving notice thereof be and is hereby approved and authorized; and

The City Manager, Chief of Police, and Transportation Director be and are hereby authorized to take necessary steps to carry out this ordinance; and
SECTION 4:
This ordinance shall be published one time in an official newspaper in the City of Laredo and shall be in force and effect from and after the date of such publication.
PASSED BY THE CITY OF COUNCIL AND APPROVED BY THE MAYOR ON THIS, 2015.
PETE SAENZ, MAYOR
ATTEST:
GUSTAVO GUEVARA, JR. CITY SECRETARY
APPROVED AS TO FORM: RAUL CASSO CITY ATTORNEY
BY: KRISTINA L. HALE ASST. CITY ATTORNEY

SECTION 3:

Final Reading of Ordinances

City Council-Regular

Meeting Date: 08/17/2015

Initiated By: Horacio De Leon, Assistant City Manager Initiated By: Horacio De Leon, Jr., Assistant City Manager

Staff Source: Elizabeth Martinez, RTA, Tax Assessor-Collector

SUBJECT

2015-O-101 Amending Chapter 21, Offenses and Miscellaneous Provisions; Article V, Alarm Systems; of the Code of Ordinances providing clarifications on definitions; exempting federal, state, and county government buildings; amending the classification for alarm permits and fees for alarm permits and false call notifications; establishing new regulations and fees for alarm notification on non-permitted sites; allowing provisions for series of false call notifications originating from a common cause; allowing for the designation of a person authorized to sign complaints for violations of this article; providing for publication and an effective date. **AS AMENDED.**

Major Ordinance Changes	Reason for change
Included the exemption of Federal, State, and County Government Buildings. (Currently only exempt City)	The majority of the surveyed cities exempt Federal, State, County and City Government Buildings.
Changed Permit Type from Burglary or Panic to Residential or Non-Residential.	All of the cities surveyed had permit type of Residential or Non-Residential (Commercial)
Change Permit Annual Fee from Burglary (\$15) With Panic (\$30) to Residential (\$40) Commercial (\$60).	These new fees would place us in the median level of fees assessed by the 19 cities surveyed.
Changed Over 65 Residential from Exempt to a reduced annual permit fee of \$25 if they do not meet US Federal Poverty Guidelines and exempting Over 65, Veterans, and Disabled who do meet the US Federal Poverty Guidelines. Added an exemption for a victim of domestic violence.	Of the cities surveyed only two gave an exemption. The \$25 is the median of what all cities assess. (Range from 0 to \$50)
Changed False Call Notifications as follows: Burglary from 6+ @ \$50 to 4 & 5 @ \$50; 6 &7 @ \$75; 8+ @ \$100. Panic Fire from 3+ @ \$75 to 2+ @ \$100. Panic Robbery & Medical from 4+ @ \$75 to 2+ @ \$100.	These fees will be in-line with what the majority of the other cities are assessing. In fact, 13 of the 19 have what we are recommending.

Change the past practice of exempting OVER 65 False Call Notifications to charging OVER 65, as noted above.	Of the Cities surveyed, none exempt Over 65 from false call fees.
Added language to require alarm companies to verify that subscribers are getting the alarm permit before company installs the alarm system. Also requires alarm companies to report information on active alarm subscribers. (This will allow us to bill false calls on non-permitted sites, as follows: Burglary \$100 each Panic \$200 each	Currently, we do not require subscribers to verify that permit was obtained prior to installation of equipment and we do not require the alarm company to report subscriber information. This information will help in the assessment of false call fees (non-subscribers), validation of customer responses, and make information available to police and fire.
Authorize Tax Assessor Collector to designate a person to have authority to sign complaints for violations of this article.	Currently, the Tax Department fills out the Citation and Police Department reviews and signs.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On February 26, 2001, Council approved Ordinance 2001-O-050 amending this ordinance.

BACKGROUND

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of this Ordinance.

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Annual Increase in revenues: 101-0000-312-2010 \$279,986, 101-0000-332-1011

\$113,635, and 101-0000-332-2012 \$21,489.

Attachments

2015-O-101

ORDINANCE NO 2015-O-101

AMENDING CHAPTER 21, OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE V, ALARM SYSTEMS, OF THE CODE ORDINANCES PROVIDING CLARIFICATIONS DEFINITIONS; EXEMPTING FEDERAL, STATE AND COUNTY GOVERNMENT BUILDINGS: **AMENDING** CLASSIFICATION FOR ALARM PERMITS AND FEES FOR ALARM PERMITS AND FALSE CALL NOTIFICATIONS: ESTABLISHING NEW REGULATIONS AND FEES FOR ALARM NOTIFICATIONS ON NON-PERMITTED SITES; ALLOWING PROVISIONS FOR SERIES OF FALSE CALL NOTIFICATIONS ORIGINATING FROM A COMMON CAUSE; ALLOWING FOR THE DESIGNATION OF A PERSON AUTHORIZED TO SIGN COMPLAINTS FOR VIOLATIONS OF THIS ARTICLE: PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE. (As Amended)

Major Ordinance Changes Reason for change Included the exemption of Federal, State, and The majority of the surveyed cities exempt County Government Buildings. (Currently only Federal, State, County and City Government exempt City) Changed Permit Type from Burglary or Panic to All of the cities surveyed had permit type Residential or Non-Residential. of Residential or Non-Residential (Commercial) Change Permit Annual Fee from Burglary (\$15) These new fees would place us in the median With Panic (\$30) to Residential (\$40) level of fees assessed by the 19 cities Commercial (\$60). surveyed. Changed Over 65 Residential from Exempt to a reduced annual permit fee of \$25 if they do not meet US Federal Poverty Guidelines and Of the cities surveyed only two gave an exempting Over 65, Veterans, and Disabled who exemption. The \$25 is the median of what all do meet the US Federal Poverty Guidelines. cities assess. (Range from 0 to \$50) Added an exemption for a victim of domestic violence. Changed False Call Notifications as follows: Burglary from 6+ @ \$50 to 4 & 5 @ These fees will be in-line with what the majority \$50; 6 & 7 @ \$75; 8+ @ \$100. of the other cities are assessing. In fact, 13 Panic Fire from 3+ @ \$75 to 2+ @ \$100. Panic of the 19 have what we are recommending. Robbery & Medical from 4+ @ \$75 to 2+ @ Of the Cities surveyed, none exempt Over 65 Change the past practice of exempting OVER 65 from false call fees. False Call Notifications to charging OVER 65. as noted above. Currently, we do not require subscribers to Added language to require alarm companies to verify that permit was obtained prior to verify that subscribers are getting the alarm installation of equipment and we do not require permit before company installs the alarm the alarm company to report subscriber system. information. This information will help in the assessment of false call fees (non-Also requires alarm companies to subscribers), validation of customer responses, report information on active alarm subscribers. and make information available to police and (This will allow us to bill false calls on nonpermitted sites, as follows:

Burglary \$100 each Panic \$200 each	
Authorize Tax Assessor Collector to designate a person to have authority to sign complaints for violations of this article.	Currently, the Tax Department fills out the Citation and Police Department reviews and signs.

WHEREAS, it is in the best interest for the citizens of the City of Laredo to amend this ordinance; and

WHEREAS, recommended changes are consistent with the Alarm and False Call Notification Ordinances adopted by the majority of the Texas cities surveyed; and

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

<u>Section 1</u>. Chapter 21 of the Code of Ordinances of the City of Laredo, Offenses and Miscellaneous Provision, Article V, Alarms Systems be amended to read as follows:

Sec. 21-78. Definitions.

- (a) Alarm central station means any person, company or corporation which monitors alarms at another location which upon activation of an alarm receives a signal.
- (b) *Alarm company* means any persons company, corporation engaged in the activity of selling, leasing, renting, installing, inspecting, maintaining and/or repairing alarm system.
- (c) Alarm site means a premises or location served by an alarm system.
- (d) Alarm system means a device or system that transmits or relays a signal intended to summon emergency services of the city, as illustrated by, but not limited to, local alarms. "Alarm system" does not include:
 - (1) An alarm installed on a vehicle unless installed at a permanent site;
 - (2) An alarm designed to alert only the inhabitants of a premises; nor
 - (3) An alarm installed upon premises occupied by the city US Government Buildings (Federal, State, County, and City)
- (e) Alarm Subscriber means a person who directly or through another person contracts with an alarm system company. Each alarm subscriber is deemed to be the person who operates or uses, causes or allows the operation or use of the alarm system and will be liable for the payment of permit fees, fines or penalties, or the performance of the other duties and responsibilities as provided in this article.
- (f) Applicant means a person (individual, corporation, partnership, association, organization, or similar entity) who makes application to the department to obtain an alarm permit and will be liable for the payment of permit fees, fines or penalties, or the performance of other duties and responsibilities as provided in this article. The term does not include a person who merely fills out an application for another person.

- (e g) Building official means the officer or other designated authority charged with the administration and enforcement of the adopted International Residential Code and International Building Code, or a duly authorized representative building code inspector, or his or her authorized representative.
- (f \underline{h}) Burglar alarm notification is notification intended to summon the police which is initiated or triggered manually or by an alarm system designed to respond to a stimulus characteristic of unauthorized intrusion.
- $(\underline{g}\ \underline{i})$ False burglar alarm notification means a burglar alarm notification to the police where the responding police officer finds no evidence of unauthorized intrusion or attempted unauthorized intrusion.
- (h j) False fire <u>panic</u> alarm means a fire <u>panic</u> alarm notification to the fire department where department personnel find no evidence of fire or emergency.
- (I k) False medical alert <u>panic</u> alarm means responding to an emergency where emergency personnel find no medical emergency.
- (j l) False robbery <u>panic</u> alarm notification means a robbery alarm notification to the police, when the responding police officer finds no evidence of a robbery.
- (k m) Fire <u>panic</u> alarm notification is notification intended to summon the fire department resource team which is initiated or triggered manually or an alarm system designed to respond to a stimulus characteristic of unauthorized intrusion or fire or emergency.
- in) Fire chief means the chief of the fire department, or his or her authorized representative.
- (mo) Local alarm means an alarm system that emits a signal at an alarm site [and which] is audible or visible from the exterior of a structure and has as its purpose the summoning of aid from a city department.
- (n p) Medical alert <u>panic</u> alarm notification is notification intended to summon emergency medical assistance which is initiated or triggered manually or by alarm system designed to respond to a medical emergency.
- (q) Non-permitted alarm system means an alarm system for which no valid alarm permit has been issued or renewed.
- (e r) *Notification* means to give notice of or report, whether by telephone or personal communication or initiated or triggered manually or by an alarm system designed to respond to a stimulus characteristic of an emergency such as a burglary, robbery, fire, or medical emergency.
- (ps) Nuisance alarm means an alarm which emits an audible signal which can be heard from any public street for a period of more than thirty (30) minutes.
- (t) Permit Holder means a person to whom an alarm permit has been issued or assigned. The permit holder shall at all times be deemed as the person-in-control of the alarm site. Usually in residential sites, the applicant is the permit holder and in commercial sites, the applicant will assign a permit holder.
- (u) Person-in-Control means a person holding an alarm permit or owns, leases, possesses, resides at, or manages any part of the alarm site.

- (q v) *Person* means an individual, corporation, partnership, association, organization, or similar entity.
- (r w) Police chief means the chief of police, or his or her authorized representative.
- (x) Residential alarm site means an alarm site used solely for residential purposes, including an occupied apartment or other residential unit located in a multi-unit housing facility. Each occupied apartment or other individual residential unit in which an alarm system is operated, used, installed, or placed shall be a separate residential alarm site. All other alarm sites are non-residential.
- (s y) Robbery <u>panic</u> alarm notification is a notification intended to summon the police when a robbery occurs[; said notification is issued] by means of an alarm system designed to be purposely activated by a human.
- (\flaction z) Tax assessor/collector means the tax assessor collector, or his or her authorized representative.

Sec. 21-79. Permit required; application; transferability; false statements.

- (a) A person commits an offense if he/she operates or causes to be operated an alarm system without first obtaining a permit from the tax department. An additional fee is required for each type of alarm notification capable of being emitted from each alarm site.
- (b) Any person with an alarm system on the effective date of this article must apply for a permit within sixty (60) days after the effective date.
- (c) Upon receipt of the required fee and completed application form, the tax assessor/collector shall issue a permit unless there is cause to believe the equipment responsible for initiating an alarm will not be maintained and operated in accordance with this article or the applicant will not comply with each provision of this article.
- (d) Each permit application must contain the name <u>of applicant</u>, address <u>of alarm site</u>, alarm company, <u>type of alarm to be used</u>, and name, address, and contact information on <u>the permit holder telephone numbers of the individual and the alarm company who will be the permit holder and who will</u> be responsible for the proper maintenance and operation of the alarm system and payment of fees or charges levied under this article. If an applicant does not have an alarm company of record, the applicant shall provide the name, address and telephone numbers of at least two (2) other persons who shall be responding agents.
- (e) An alarm permit cannot be transferred to another person or location. However, the individual designated to respond to an alarm or relay an alarm may be changed. A permit holder shall inform the tax assessor/collector <u>in writing</u> of any change that alters information listed on the permit application. No fee will be assessed for such changes.
- (f) Any false statement or misrepresentation of a material fact made by an applicant for the purpose of obtaining an alarm permit or renewal, or while making a change thereto, shall be sufficient cause for refusal to grant or suspension of a permit.
- (g) Each alarm system must have a separate permit. An alarm system may not be operated, used, installed, or monitored to protect more than one alarm site.

(h) All duties and responsibilities for the use or operation of a non-permitted alarm system at an alarm site and the obligation to pay all fines, penalties and other amounts authorized in this article in connection with such system shall be imposed, jointly and severally, on the alarm subscriber and any person-in-control at the alarm site.

Sec. 21-80. Other types of alarms.

- (a) A person shall not install or maintain an alarm system except for the purpose of eliciting responses to burglaries, fire, medical alert or robberies, unless specifically authorized by the police chief or the fire chief and tax assessor/collector.
- (b) If innovations in alarm systems or other types of alarm devices adversely affect emergency services of the city, the police chief or the fire chief and tax assessor/collector may promulgate rules and regulations in order to protect the city's emergency services.

Sec. 21-81. Fee for permit; duration; renewal.

- (a) A nonrefundable fee of fifteen dollars (\$15.00) per year is required for each burglar alarm notification capable of being emitted from each alarm specific site permit or renewal of a permit required by this article. A permit is issued for one (1) year and must be renewed each year thereafter by payment of the permit fee. It is the responsibility of the permit holder to pay the renewal fee prior to the expiration date. The tax assessor/collector has the prerogative of determining the first expiration date, however. This initial period shall be no less than one (1) nor more than two (2) years from the date of issuance of the permit.
- (b) An additional fee of fifteen dollars (\$15.00) per year is required for fire, robbery and medical alert alarm notification, capable of being emitted from each alarm specific site permit or renewal of a permit required by this article. A permit is issued for one (1) year and must be renewed each year thereafter by payment of the permit fee. It is the responsibility of the permit holder to pay the renewal fee prior to the expiration date. The tax assessor/collector has the prerogative of determining the first expiration date, however. This initial period shall be no less than one (1) or more than two (2) years from the date of issuance of the permit.
- (a) The annual fee for the permit and subsequent renewal will be as follows:

Residential	\$40.00
Residential with Proof Over 65 Residency	\$25.00
Non-Residential	\$60.00

- (b) Each alarm permit is nonrefundable and shall be valid for a twelve month period.
- (c) Renewals will be billed automatically 30 days before expiration of the permit. It is the responsibility of the permit holder to pay the renewal fee prior to the expiration of their

- permit. It is also the permit holder's responsibility to report, in writing, any changes to the permit application; such as termination on use of the alarm or changes in any of the information provided in the application.
- (d) Permit holders, who are over 65 years of age, veterans, or disabled and whose household income falls within the U.S. Federal Poverty Guidelines, are exempt from this annual residential permit fee. Qualification for this exemption, and the Over 65 reduced fee, will be done at issuance and every third subsequent renewal. A copy of government filed or issued document(s) supporting qualification and address of alarm site, must be provided. In addition, a victim who submits evidence of domestic violence, within the previous 12 months, shall be exempt from their residential annual permit fee for that year.
- (e) All outstanding false alarm fees must be paid before any permit may be issued or renewed.
- (f) Upon termination of the alarm permit and before a new permit is issued or renewed, the provisions of this article concerning a non-permitted alarm system shall apply.

Sec. 21-82. Service charge for False Alarm Notifications

- (a) If within any twelve-month <u>permit</u> period, starting at the time of the first false burglar alarm notification, five (5) three (3) false burglary alarm notifications are emitted from an alarm site and responded to by the police department or fire department, excluding false fire alarm notifications responded to by the fire department, the tax assessor/collector shall assess the permit holder in control of that alarm site a fee of fifty dollars (\$50.00) for each subsequent false burglary alarm notifications emitted from the site within the twelve (12) month-permit period, as follows: following the fifth false notification.
 - 4th and 5th call will be assessed at \$50 each.
 - 6th and 7th call will be assessed at \$75 each.
 - 8th or more will be assessed at \$100 each.
- (b) If within any twelve-month <u>permit</u> period, <u>starting at the time of the first false fire</u> <u>alarm notification</u>, <u>two (2) one (1)</u> false fire <u>panic</u> alarm notifications <u>are is</u> emitted from an alarm site and responded to by the fire department, the tax assessor/collector shall assess the permit holder in control of the alarm site a fee of <u>seventy five dollars (\$75.00)</u> <u>One Hundred Dollars (\$100)</u> for each subsequent false fire, <u>panic</u> alarm notification emitted from the site within the twelve (12) months permit period. <u>following the second false notification</u>.
- (c) If within any twelve-month <u>permit</u> period, starting at the time of the first false medical or robbery alarm notification, any combination of three (3) one (1) false medical <u>panic</u> alert alarm or robbery <u>panic</u> alarm notifications is emitted from an alarm site and responded to by the fire or police department, the tax assessor/collector shall assess the permit holder in

control of that alarm site a fee of seventy five dollars (\$75.00) One Hundred Dollars (\$100) for each subsequent false medical or robbery <u>panic</u> alarm notification emitted from the site within the twelve (12) months. following the third false notification.

- (d) In the event that more than one (1) city department responds to a false fire, medical, robbery or burglary notification, such event will count as one (1) false alarm for the purposes of determining the number of false alarm notifications attributed to a permit holder.
- (e.) Notwithstanding other provisions in this article to the contrary, false alarms of an alarm system may be counted for as provided in this section to the extent the false alarms are attributable to a common cause. A series of false alarms shall be deemed as originating from a common cause and counted as one false alarm if all of the following conditions are met:
 - 1.) The series of false alarms occurs within a 72 hour period;
 - 2.) The alarm system has a valid permit at the time of the false alarms;
 - 3.) The cause of the series of false alarms is repaired before it generates additional false alarms;
 - 4.) Within 15 days after the end of the 72 hour common cause period, an alarm company duly licensed under Chapter 1702 of the Texas Occupations Code provides the Tax Assessor Collector with documentation verifying the technical difficulty or malfunction that caused the series of false alarms, and that necessary repairs have been completed.
 - 5.) During the 30 day period following the repair, the alarm system generates no additional false alarms from the documented common cause; and
 - 6.) There are no unpaid fees or penalties under this article due and owing from the permit holder.

This section shall not apply to the same alarm site, alarm system, or permit holder more than once in any 24 month period.

- (e) The tax assessor/collector shall assess the permit holder of a robbery alarm a fee of seventy five dollars (\$75.00) for each false robbery alarm notification emitted from the alarm site.
- (f) A permit holder shall pay a fee assessed under this section within thirty (30) days after receipt of notice that it has been assessed.
- (g) The permit holder will be exempt from any fee charged for a false alarm notification which is later shown to have been justified or which was due to a natural or manmade catastrophe.or other situation specifically exempted by the tax assessor/collector.
- (h) Residential or multifamily units which are the home of persons age sixty five (65) or over shall be exempt from paying the registration fee and false alarm calls. Proof of residency and of age shall be required at the time of registration or at the time of establishing residency.
- (h) An alarm subscriber, who is notified of a violation and does not obtain required permit within 30 days of notification, will be assessed the following fees for each alarm

notification generated by a non-permitted alarm system, regardless of whether the alarm is false. Subscribers previously notified will be assessed fees without additional notification.

Type of notification	Fee for each alarm notification
Burglar alarm	\$100
Fire, medical, or robbery panic alarm	\$200

Sec. 21-83. Reporting of alarm signals.

- (a) A permit holder shall not report his alarm signals through a relaying intermediary that does not meet the requirements of this article and any rules and regulations promulgated by the police chief, tax and assessor/collector or is not licensed by the Texas Board of Private Investigators and Private Security Agencies.
- (b) Alarm companies must register with the city tax assessor/collector and provide proof of obtaining licenses with the state board of private investigators and private security agencies. Also, the alarm companies must verify that alarm subscriber has a valid permit with the city tax assessor/collector prior to generating an alarm notification for that alarm site and provide the tax assessor/collector with an monthly list of all the names, locations, and telephone numbers of customers which persons (individual, corporation, partnership, association, organization, or similar entity) who have an active alarm system installed and monitored by their company at their homes. Said list will be in excel format and include alarm site location, date service was initiated and alarm subscriber's name, mailing address and telephone number. Failure to do so will result in issuing a fine not to exceed five hundred dollars (\$500.00).

Sec. 21-84. Proper alarm system operation and maintenance.

A permit holder shall:

- (1) Cause an adjustment to be made to the sensory mechanism of his alarm system in order to suppress false indications; and
- (2) Maintain premises containing an alarm system in a manner that ensures proper operation of the alarm system.

Sec. 21-85. Responsibilities of permit holder or agent.

A person in control of a local alarm shall:

- (1) Adjust the mechanism so that an alarm signal will sound for no longer than thirty (30) minutes after being activated; or
- (2) Provide personnel within thirty (30) minutes after being notified by the city to reset the alarm system and provide access to the premises; and
- (3) Display in a prominent exterior location an identification notice provided by the tax department.

Sec. 21-86. Manual reset required.

A person in control of a local alarm or an alarm system that causes an alarm notification to be sent directly to the police department or the fire department, shall adjust or cause the adjustment of the mechanism so that upon activation the system will transmit only one (1) alarm signal and will not transmit another alarm signal without first being manually reset.

Sec. 21-87. Inspection.

Upon reasonable notification, the building official or his designated representative may inspect an alarm site and alarm system of a residential or non-residential permit holder.

Sec. 21-88. Suspension of permit; offense to operate.

- (a) The building official may recommend to the tax assessor/collector to suspend or refuse to renew an alarm system permit for any violation of this article.
- (b) The tax assessor/collector shall suspend or refuse to renew an alarm permit if an alarm system generates an excessive number of false alarm notifications. In each respective category, an excessive number shall be:
 - (1) Five (5) false burglar alarms within thirty (30) days or ten (10) in one (1) year;
 - (2) Two (2) false robbery alarms within thirty (30) days or five (5) in one (1) year;
 - (3) Two (2) false fire or medical alert alarms within thirty (30) days or five (5) in one (1) year.
- (c) A suspension may be lifted or permit renewed upon a sufficient showing that the conditions which caused the action have been corrected and if the building official determines that the alarm system is likely to be maintained and operated in a responsible manner in accordance with the provisions of this article.
- (d) A person commits on offense if he operates an alarm system during a period of suspension or after the tax assessor/collector refuses to renew his permit.
- (e) Before an alarm system for a person age sixty-five (65) or older may be disconnected, the tax assessor/collector and the city manager must review the case and approve the disconnection.

Sec. 21-89. Appeal from denial or suspension of a permit.

- (a) If the building official, police chief, or fire chief with the tax assessor/collector's direction refuses to issue or renew a permit, or suspends a permit, he shall send to the applicant or permit holder by certified mail, return receipt requested, written notice of his action and statement of the right to an appeal. The applicant or permit holder may appeal the decision of the building official, police chief, or fire chief with the tax assessor/collector's direction to the city manager by filing with the city manager a written request for a hearing, setting forth the reasons for the appeal, within thirty (30) days after receipt of the notice from the building official, police chief, or fire chief with the tax assessor/collector's direction. The filing of a request for an appeal hearing with the city manager stops an action of the building official, police chief, or fire chief with the tax assessor/collector's direction in suspending a permit until the city manager or his designated representative makes a final decision. If a request for an appeal hearing is not made within the thirty-day period, the action of the building official, police chief, or fire chief with the tax assessor/collector's direction is final.
- (b) The city manager or representative shall serve as hearing officer at an appeal hearing and consider evidence offered by any interested person. The formal rules of evidence do not apply at an appeal hearing; the hearing officer shall make his decision on the basis of a preponderance of the evidence presented at the hearing. The hearing officer must render a decision within thirty (30) days after the request for an appeal hearing is filed. The hearing officer shall affirm, reverse or modify the action of the building official, police chief, or fire chief under the tax assessor/collector's direction and his decision is final unless the applicant or permit holder files a written request with the city council for a hearing within ten (10) days after receipt of notice of the action of the hearing officer. A written request to the city council stops the action of the hearing officer in suspending a permit until the city council renders a final decision.
- (c) If a request for an appeal hearing with the city council is filed within the ten-day period, the city council shall hear and consider evidence offered by any interested person. The formal rules of evidence do not apply to an appeal hearing before the city council. The city council shall decide the appeal on the basis of a preponderance of the evidence presented at the hearing. The city council shall affirm, reverse or modify the action of the hearing officer by a majority vote; failure to reach a majority decision on a motion shall leave the hearing officer's decision unchanged. The result of an appeal hearing before the city council is final.

Sec. 21-90. Central station.

A person who is engaged in the business of relaying alarm notifications to the city shall:

- (1) Send notification of alarm to the city by a human operator;
- (2) Keep his business premises locked and secured at all times;
- (3) Allow an inspection of his business premises by the building official at any time;

(4) Send alarm notifications to the city in a manner and form determined by the tax assessor/collector.

Sec. 21-91. Direct alarm reporting.

A permit holder whose alarm system transmits automatic alarm notifications, other than alarm notifications from financial institutions, directly to the city over the normal telephone system shall:

- (1) Transmit in the form and content specified by the tax assessor/collector;
- (2) Design his system so that it will notify the permit holder, or his designated agent identified on the permit application, when an alarm is transmitted to the city;
- (3) Furnish the tax assessor/collector and building code enforcement office upon request with satisfactory copies of the alarm operation procedures and maintenance procedures; and
- (4) Furnish the name, address and telephone number of an alarm company licensed by the Texas Board of Private Investigators and Private Security Agencies, responsible on a twenty-four-hour-day, seven-day-a-week basis for correcting any malfunction that may occur.

Sec. 21-92. Protection of financial institutions.

- (a) A financial institution required to have an alarm system pursuant to the provisions of the Bank Protection Act of 1968 (12 U.S.C., section 1882) may install, with the permission of the chief of police, a signal line directly to the police department for the purpose of reporting robberies. If such an arrangement is made, all other requirements of this article must be met. The financial institution shall execute a letter of agreement with the city permitting the installation of all necessary equipment on an indicator panel monitored in the communications division of the police department. The installation must be accomplished at the institution's sole cost and expense.
- (b) The financial institution shall pay an annual fee of one hundred dollars (\$100.00) for each indicator. The tax assessor/collector or designated representative shall have the right, at reasonable times and upon oral notice, to inspect the alarm system at the alarm site and require necessary repairs or improvements. If the building official finds that the alarm system continually fails to operate <u>adequately</u> or to be operated to his satisfaction, he may terminate the privilege to have equipment and indicators in the communications center of the police department and require prompt removal of same at the expense of the financial institution.
- (c) The financial institution, at its expense, shall make arrangements to provide service for the alarm system at the instance of the financial institution or the chief of police on a twenty-four-hour, seven-day-a-week basis. In no event shall the city become liable for service charges for repairs and maintenance of any such signaling device.

- (d) The financial institution may cancel its agreement with the city at any time by giving the city written notice through the tax assessor/collector, whereupon such institution, at its expense, shall have its equipment and indicators promptly removed from the communications center.
- (e) The tax assessor/collector, police chief, fire chief and building official have the right to require any change, modernization or consolidation of alarm signaling equipment that he/she deems advisable. In no event shall the city become liable for charges for such changes.
- (f) Instead of a direct line, a financial institution may instead choose to report robberies by transmission through an alarm reporting service using the 911 emergency telephone number.

Sec. 21-93. Violation; corporations, partnerships and associations.

- (a) A person commits an offense if he/she violates by commission or omission any provisions of this article that imposes upon him a duty or responsibility.
- (b) In addition to prohibiting or requiring certain conduct on individuals, it is the intent of this article to hold a corporation, partnership or other association criminally responsible for acts or omissions performed by an agent acting on behalf of the corporation, partnership or other association, and within the scope of his employment.
- (c) Any person or corporation, partnership and associations in violation of this section will result in the issuance of a citation for a class "C" misdemeanor and upon conviction may be subject to a fine of up to five hundred dollars (\$500.00).
- (d) Enforcement shall be the responsibility of any designated Licensed Peace Officer,
 Code Enforcement Officer or Inspector of the City. In this section, Code Enforcement officer
 also means the designated person authorized by the Tax Assessor Collector as having the
 authority to sign complaints for violations of this article and to issue notices to enforce the
 provisions thereof.

Sec. 21-94. Penalty.

A person who violates a provision of this article is guilty of a separate offense for each day or portion of a day during which the violation is committed, continued or permitted; and each offense is punishable by a fine not to exceed five hundred dollars (\$500.00).

Sec. 21-95. Disclaimer.

The City of Laredo shall not be under any duty or obligation to any person by reason of this article and specifically disclaims liability for any damages which may be caused by the failure of any department of the city to monitor and/or respond to an alarm notification transmitted

by any means or for any damage as a result of any unreasonable delay in response to suc	ch
alarm notification.	

Secs. 21-96—21-100.	Reservea.		

Section 2 Severability.

If any provision of this Ordinance is invalided by any court of competent jurisdiction, the remaining provisions shall not be affected and shall remain in full force and effect.

Section 3. Effective Date

The Ordinance shall become effective not less than sixty (60) days from the date of the public hearing on this Ordinance, in accordance with the City Charter.

<u>Section 4. Publication</u>
This Ordinance shall be published one (1) time in accordance with the provisions set forth in Section 2.09(D) of the City Charter.

PASSED BY THE CITY COUNCIL AND APPROVEI TH DAY OF 2015.	D BY THE MAYOR ON THIS THE
111 DAT OI2013.	
	DETE CAENIZ
	PETE SAENZ MAYOR
ATTEST:	
GUSTAVO GUEVARA, JR. CITY SECRETARY	
APPROVED AS TO FORM:	
BY	
RAUL CASSO CITY ATTORNEY	
CILLATIONNEL	

Final Reading of Ordinances

City Council-Regular

Meeting Date: 08/17/2015

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Jorge Alvarado, applicant; Rene and Veronica Garcia, owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2015-O-102 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a parking lot on Lots 1, 3 and 5, Block 481, Eastern Division, located at 4317 and 4319 Marcella Avenue; providing for publication and effective date. **AS AMENDED.** District IV

VENDOR INFORMATION FOR COMMITTEE AGENDA

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Juan Narvaez at the regular meeting of August 3, 2015.

BACKGROUND

Council District: IV – The Honorable Juan Narvaez

Proposed use: Extension of existing parking lot

Site: vacant

Surrounding land uses: North of the site are single-family residential uses, a Police Sub-station, a manufactured home, multi-family residential and J&R Refrigeration. East of the site are single-family residential uses multi-family residential uses, vacant lots and Andy Ramos, Jr. Park. South of the site are and existing parking lot, Gregory's Driving School, single-family residential uses and vacant commercial structures. West of the site are single-family residential uses, multi-family residential uses, Terry's Auto Body & Paint, Diana Rendon Karate & Dance, Mr. Car Wash, Anderson Recovery Services and Legacy Cheer.

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

Transportation Plan: The Long Range Thoroughfare Plan does not identify Marcella

Letters sent to surrounding property owners: 29 In Favor: 0 Opposed: 0

STAFF COMMENTS

Staff supports the request for the following reasons:

- 1. The proposed use is compatible with the adjacent light commercial uses.
- 2. There is an adjacent B-1 district to the south of the property.
- 3. The proposed use is an extension of an existing use.

Staff suggests the following conditions:

- 1. The Conditional Use Permit shall be issued to Mary Gregory Fox, 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 is limited to on-site parking only.
- 5. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
- 6. Provide a seven (7) foot opaque fence along the East side of the property abutting the residential properties.
- 7. Signage will be limited to that which is allowed in an R-3 district.
- 8. Lighting shall be aimed down and away from adjacent residential properties.
- 9. All business activities will take place on-site and off of the street right-of-ways.
- 10. Hours of operation are 7 a.m. to 10 p.m. Monday through Friday, 8 a.m. to 2 p.m. on Saturday and Sunday.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

No, there are some light commercial uses along this section of Marcella Avenue

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

No, there is an adjacent B-1 district to the south.

Will change adversely influence living conditions in the neighborhood? No, there are already similar uses in the area.

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

Yes, the current district only allows for residential uses.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a $\underline{\mathbf{5}}$ to $\underline{\mathbf{0}}$ vote, recommended $\underline{\mathbf{approval}}$ of a zone change to B-1.

STAFF RECOMMENDATION

Staff **<u>supports</u>** the proposed Conditional Use Permit.

Fiscal Impact

Fiscal Year:

Bugeted 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

<u>Pictures</u>

Survey

Exhibits A and B

ORDINANCE NO. 2015-O-102

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR A PARKING LOT ON LOTS 1, 3 AND 5, BLOCK 481, EASTERN DIVISION, LOCATED AT 4317 AND 4319 MARCELLA AVENUE; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION. (AS AMENDED)

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a parking lot on Lots 1, 3 and 5, Block 481, Eastern Division, located at 4317 and 4319 Marcella Avenue; 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 June 18, 2015; 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 August 3, 2015, 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 a parking lot on Lots 1, 3 and 5, Block 481, Eastern Division, located at 4317 and 4319 Marcella Avenue.

<u>Section 2</u>: 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 Mary Gregory Fox, 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 is limited to on-site parking only.

- 5. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
- 6. Provide a seven (7) foot opaque fence along the East side of the property abutting the residential properties.
- 7. Signage will be limited to that which is allowed in an R-3 district.
- 8. Lighting shall be aimed down and away from adjacent residential properties.
- 9. All business activities will take place on-site and off of the street right-of-ways.
- 10. Hours of operation are 7 a.m. to 10 p.m. Monday through Friday, 8 a.m. to 2 p.m. on Saturday and Sunday.

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

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

<u>Section 5</u>: 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.

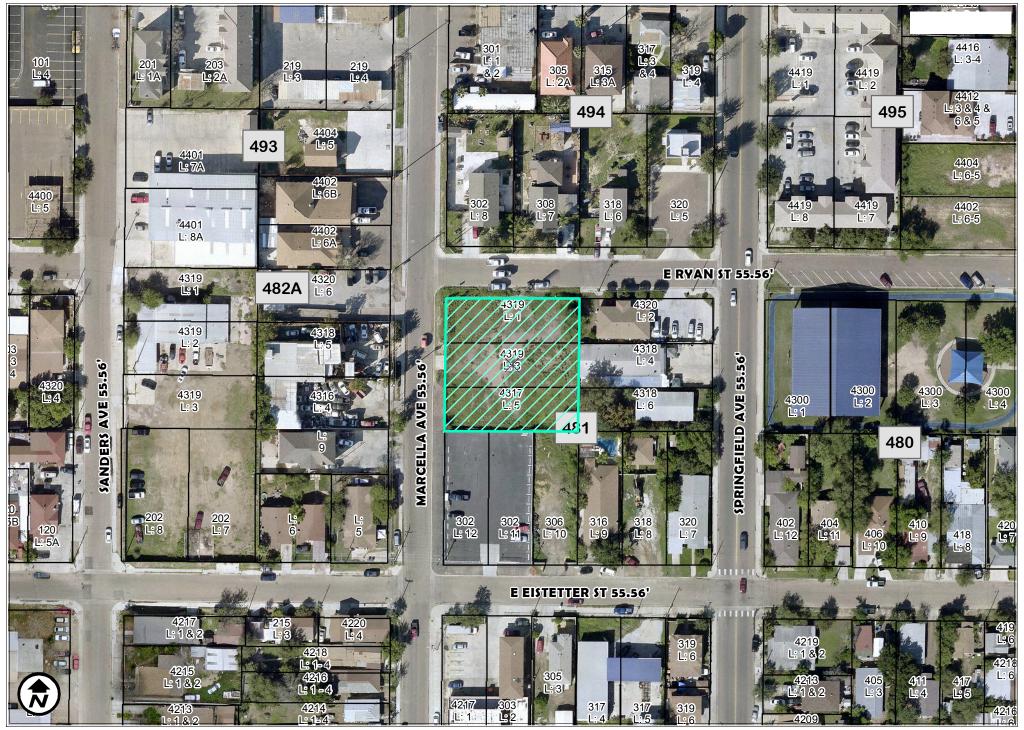
DAY OF	ND APPROVED BY THE MAYOR ON THIS THE, 2015.
	PETE SAENZ MAYOR
ATTEST:	
GUSTAVO GUEVARA, JR. CITY SECRETARY	
APPROVED AS TO FORM: RAUL CASSO, CITY ATTORNEY	
KRISTINA LAUREL HALE	



1 inch = 100 feet Date: 7/29/2015

COUNCIL DISTRICT 4 4317 & 4319 MARCELLA AVE C.U.P. (CONDITIONAL USE PERMIT) FOR PARKING LOT

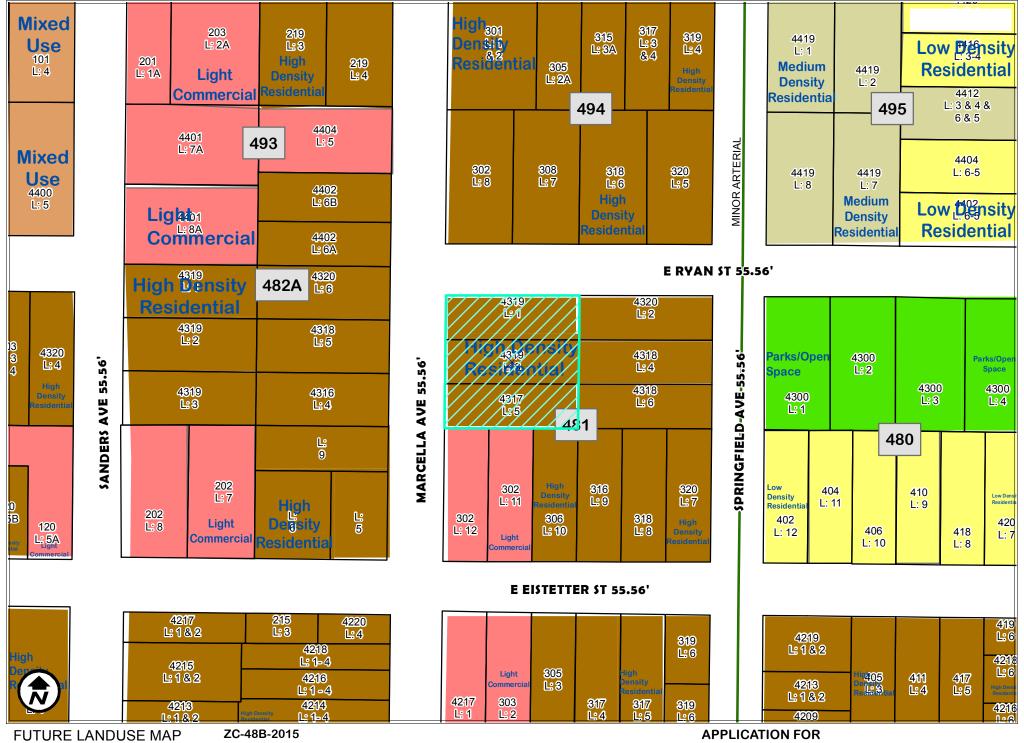
C.U.P. (CONDITIONAL USE PERMITS) S.U.P. & C.U.P.



AERIAL MAP 1 inch = 100 feet Date: 7/29/2015

ZC-48B-2015 COUNCIL DISTRICT 4 4317 & 4319 MARCELLA AVE

APPLICATION FOR C.U.P. (CONDITIONAL USE PERMIT)
FOR PARKING LOT



FUTURE LANDUSE M 1 inch = 100 feet Date: 7/29/2015 ZC-48B-2015
COUNCIL DISTRICT 4
4317 & 4319 MARCELLA AVE

APPLICATION FOR C.U.P. (CONDITIONAL USE PERMIT)
FOR PARKING LOT

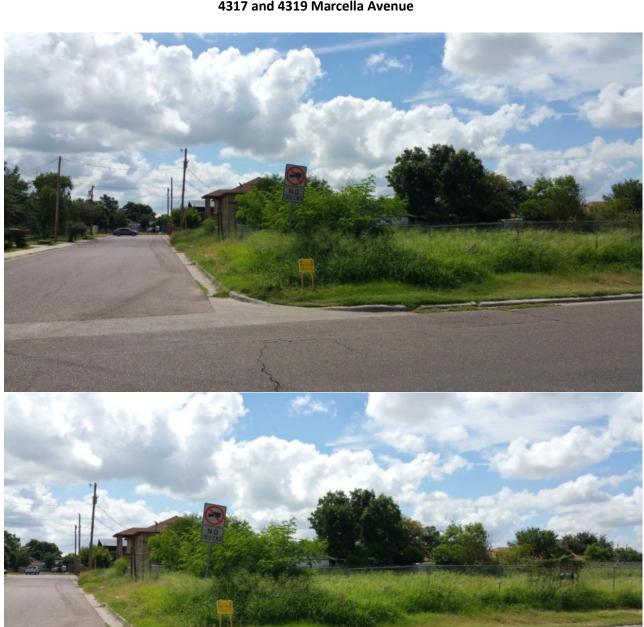
ZC-48-2015
R-3 (Mixed Residential District) to B-1 (Limited Business District)
4317 and 4319 Marcella Avenue



ZC-48-2015
R-3 (Mixed Residential District) to B-1 (Limited Business District)
4317 and 4319 Marcella Avenue

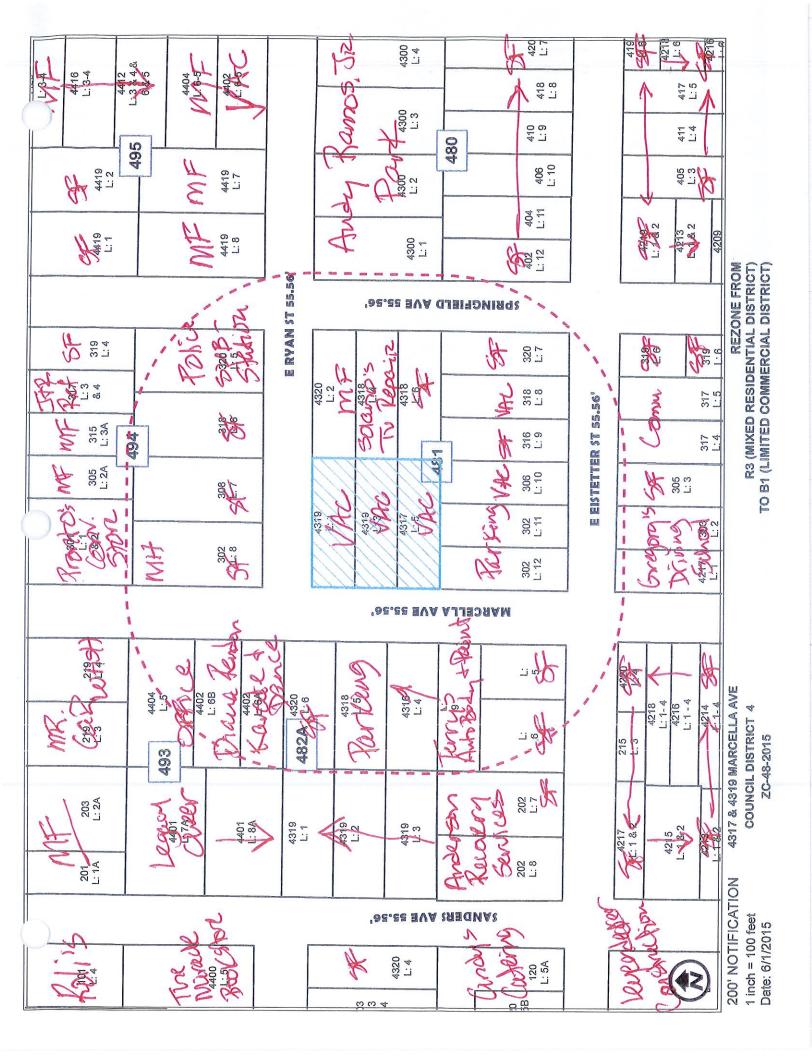


ZC-48-2015
R-3 (Mixed Residential District) to B-1 (Limited Business District)
4317 and 4319 Marcella Avenue



ZC-48-2015
R-3 (Mixed Residential District) to B-1 (Limited Business District)
4317 and 4319 Marcella Avenue

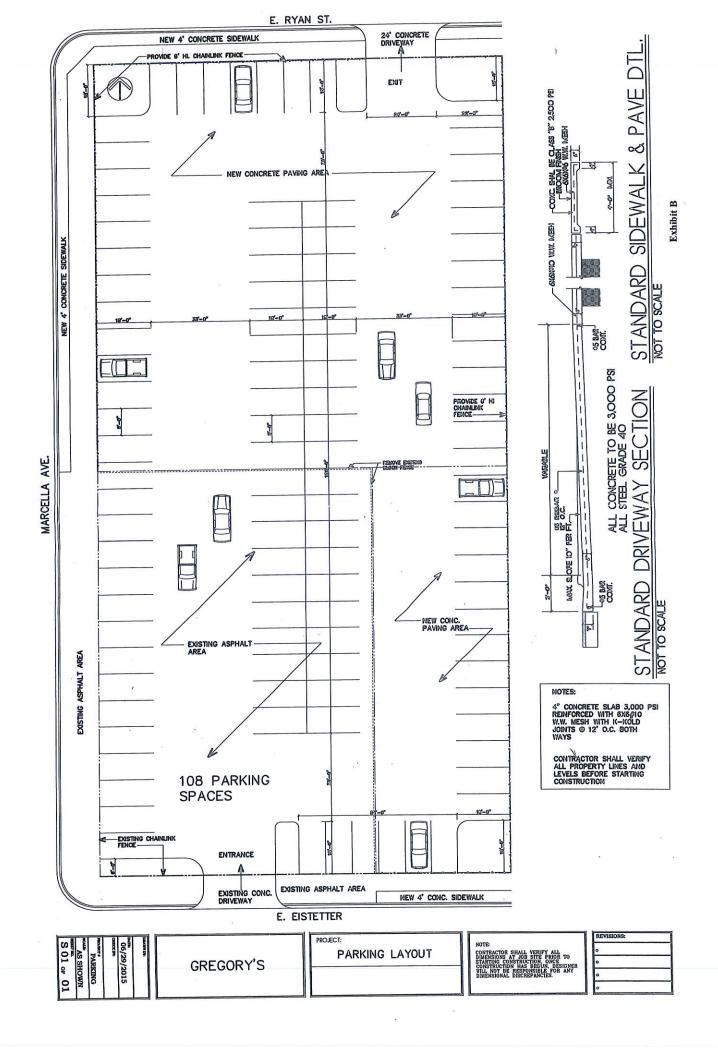




Mary Gregory Fox owner of Gregory's Driving School would like to request an emergency conditional permit to build a parking lot for her business. The side plans specify all dimensions on the Lot# regarding parking are in accordance to the rules of the building department for the City of Laredo. The City of Laredo Traffic Department advises they don't want Gregory's Driving School customers dropping off students on the street as a result of it being a safety issue. The use of this land would be an extension to the Gregory's Driving School parking lot from 25 cars to 100 cars. Hours of operation for this parking lot will be from 7am to 10pm Monday through Friday, Saturday from 8am to 2pm, and Sunday by appointment only. Gregory's offers Driver Safety Education, and employs 30 people. The number of customers on any given month ranges from 100 - 300. Mr. Roy Garcia and Councilman Juan Narvaez say that after 20 years of business Gregory's is creating a traffic jam and is a safety issue. It is imperative that as a school owner she is able to offer her customers a safe location to load and unload students; as well as train in a safe environment. Mr. Roy Garcia and Mr. Juan Narvaez will no longer have complains about Gregory's Driving School customers; once their parking lot is extended from 2 lots to 6 lots.

Respectfully,

Mary Gregory Fox



Final Reading of Ordinances

City Council-Regular

Meeting Date: 08/17/2015

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Jorge Alvarado, applicant; Mary Fox Gregory, owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

<u>2015-O-103</u> Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a parking lot on Lot 10, Block 481, Eastern Division, located at 306 East Eistetter Street; providing for publication and effective date. **AS AMENDED**. District IV

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Juan Narvaez at the regular meeting of August 3, 2015.

BACKGROUND

Council District: IV - The Honorable Juan Narvaez

Proposed use: Extension of existing parking lot

Site: vacant

Surrounding land uses: North of the site are single-family residential uses, a Police Sub-station, a manufactured home, multi-family residential and J&R Refrigeration. East of the site are single-family residential uses multi-family residential uses, vacant lots and Andy Ramos, Jr. Park. South of the site are and existing parking lot, Gregory's Driving School, single-family residential uses and vacant commercial structures. West of the site are single-family residential uses, multi-family residential uses, Terry's Auto Body & Paint, Diana Rendon Karate & Dance, Mr. Car Wash, Anderson Recovery Services and Legacy Cheer.

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

Transportation Plan: The Long Range Thoroughfare Plan does not identify Eistetter Street.

Letters sent to surrounding property owners: 30 In Favor: 2 Opposed: 0

STAFF COMMENTS

Staff supports the request for the following reasons:

- 1. The proposed use is compatible with the adjacent light commercial uses.
- 2. There is an adjacent B-1 district to the west of the property.
- 3. The proposed use is an extension of an existing use.

Staff suggests the following conditions:

- The Conditional Use Permit shall be issued to Mary Gregory Fox, 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 is limited to on-site parking only.
- 5. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
- 6. Provide a seven (7) foot opaque fence along the East side of the property abutting the residential properties.
- 7. Signage will be limited to that which is allowed in an R-3 district.
- 8. Lighting shall be aimed down and away from adjacent residential properties.
- 9. All business activities will take place on-site and off of the street right-of-ways.
- 10. Hours of operation are 7 a.m. to 10 p.m. Monday through Friday, 8 a.m. to 2 p.m. on Saturday and Sunday.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

No, there are some light commercial uses along this section of Eistetter Street.

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

No, there is an adjacent B-1 district to the west.

Will change adversely influence living conditions in the neighborhood? No, there are existing similar uses in the area.

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

Yes, the current district only allows for residential uses.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a $\underline{\mathbf{5}}$ to $\underline{\mathbf{0}}$ vote, recommended $\underline{\mathbf{approval}}$ of a zone change to B-1.

STAFF RECOMMENDATION

Staff supports the proposed Conditional Use Permit.

Fiscal Impact

Fiscal Year:

Bugeted 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

<u>Pictures</u>

Survey

Exhibits A & B

ORDINANCE NO. 2015-O-103

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR A PARKING LOT ON LOT 10, BLOCK 481, EASTERN DIVISION, LOCATED AT 306 EAST EISTETTER STREET; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION. (AS AMENDED)

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a parking lot on Lot 10, Block 481, Eastern Division, located at 306 East Eistetter Street; 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 June 18, 2015; 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 August 3, 2015, 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:

<u>Section 1</u>: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for a parking lot on Lot 10, Block 481, Eastern Division, located at 306 East Eistetter Street.

<u>Section 2</u>: 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 Mary Gregory Fox, 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 is limited to on-site parking only.

- 5. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
- 6. Provide a seven (7) foot opaque fence along the East side of the property abutting the residential properties.
- 7. Signage will be limited to that which is allowed in an R-3 district.
- 8. Lighting shall be aimed down and away from adjacent residential properties.
- 9. All business activities will take place on-site and off of the street right-of-ways.
- 10. Hours of operation are 7 a.m. to 10 p.m. Monday through Friday, 8 a.m. to 2 p.m. on Saturday and Sunday.

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

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

<u>Section 5</u>: 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 AN DAY OF	ND APPROVED BY THE MAYOR ON THIS THE, 2015.
	PETE SAENZ MAYOR
ATTEST:	
GUSTAVO GUEVARA, JR. CITY SECRETARY	
APPROVED AS TO FORM: RAUL CASSO, CITY ATTORNEY	
KRISTINA LAUREL HALE	



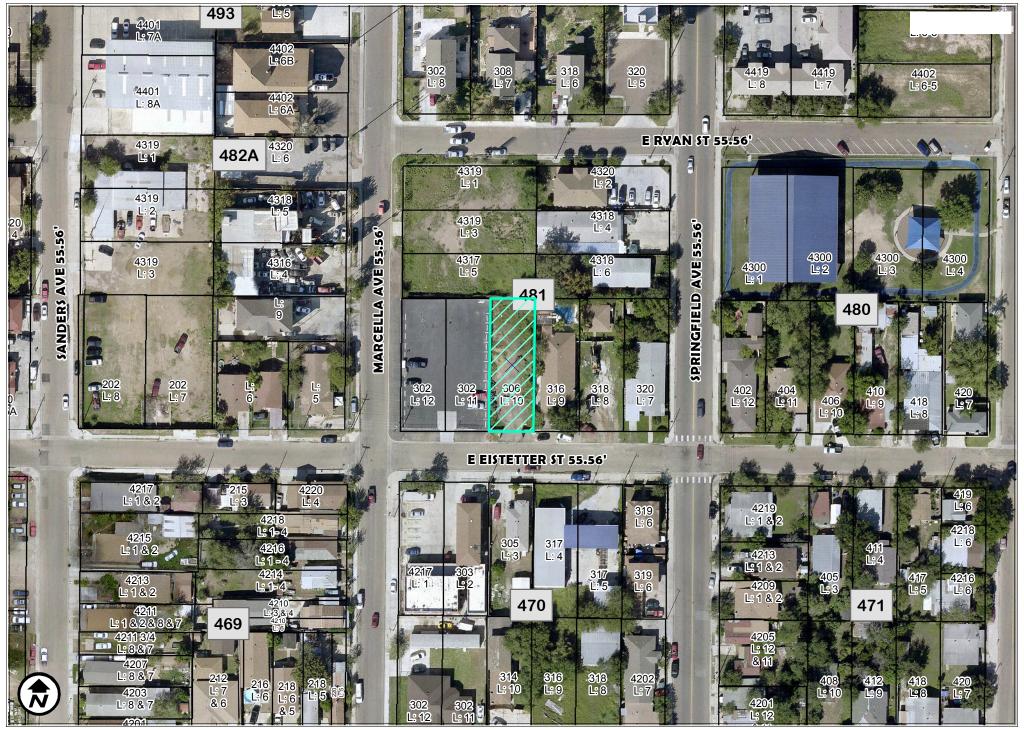
ZONING MAP 1 inch = 100 feet Date: 7/29/2015 ZC-50B-2015
COUNCIL DISTRICT 4
306 E EISTETTER ST

APPLICATION FOR C.U.P. (CONDITIONAL USE PERMIT)
FOR PARKING LOT

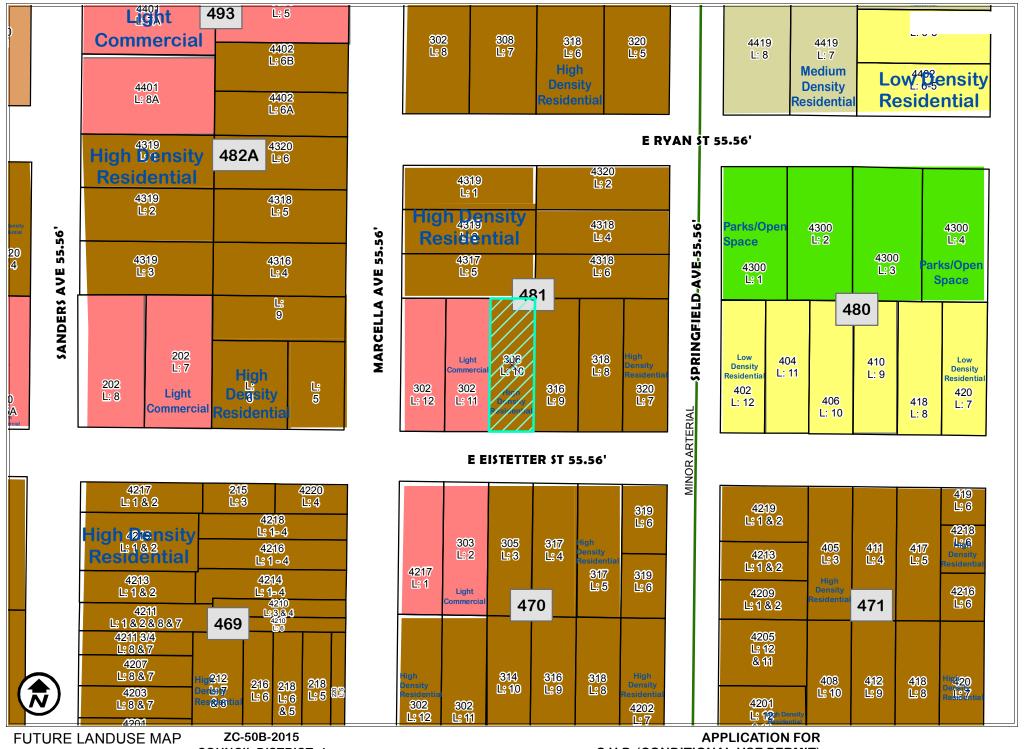
S.U.P. (SPECIAL USE PERMITS)

C.U.P. (CONDITIONAL USE PERMITS)

S.U.P. & C.U.P.



AERIAL MAP 1 inch = 100 feet Date: 7/29/2015 ZC-50B-2015 COUNCIL DISTRICT 4 306 E EISTETTER ST APPLICATION FOR C.U.P. (CONDITIONAL USE PERMIT) FOR PARKING LOT



FUTURE LANDUSE MAI 1 inch = 100 feet Date: 7/29/2015 ZC-50B-2015
COUNCIL DISTRICT 4
306 E EISTETTER ST

APPLICATION FOR C.U.P. (CONDITIONAL USE PERMIT)
FOR PARKING LOT

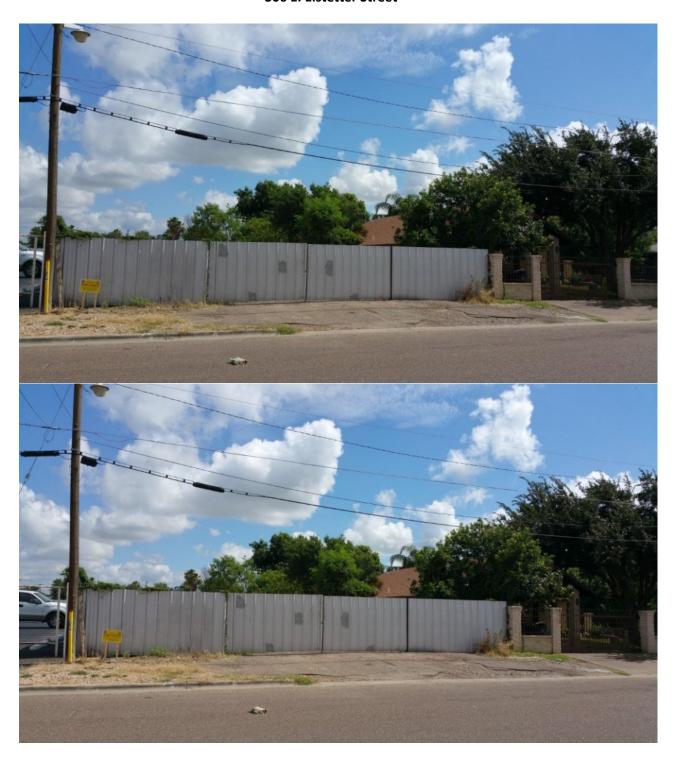
ZC-49-2015
R-3 (Mixed Residential District) to B-1 (Limited Business District)
306 E. Eistetter Street

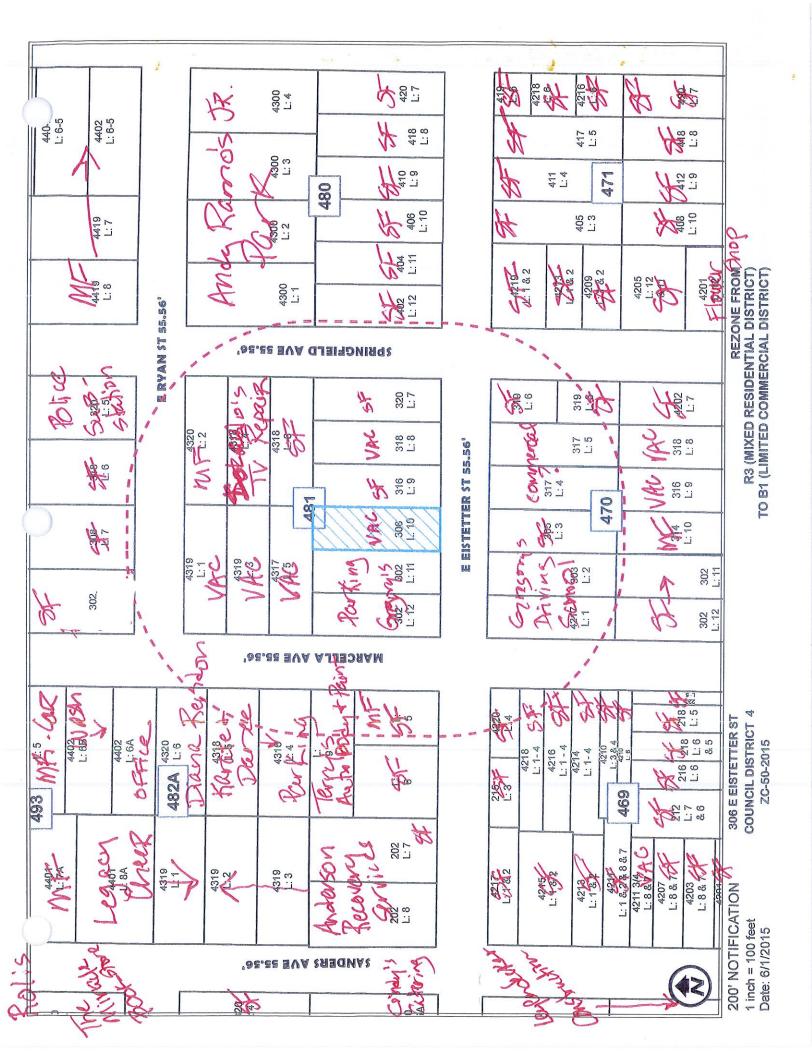


ZC-49-2015
R-3 (Mixed Residential District) to B-1 (Limited Business District)
306 E. Eistetter Street



ZC-49-2015
R-3 (Mixed Residential District) to B-1 (Limited Business District)
306 E. Eistetter Street

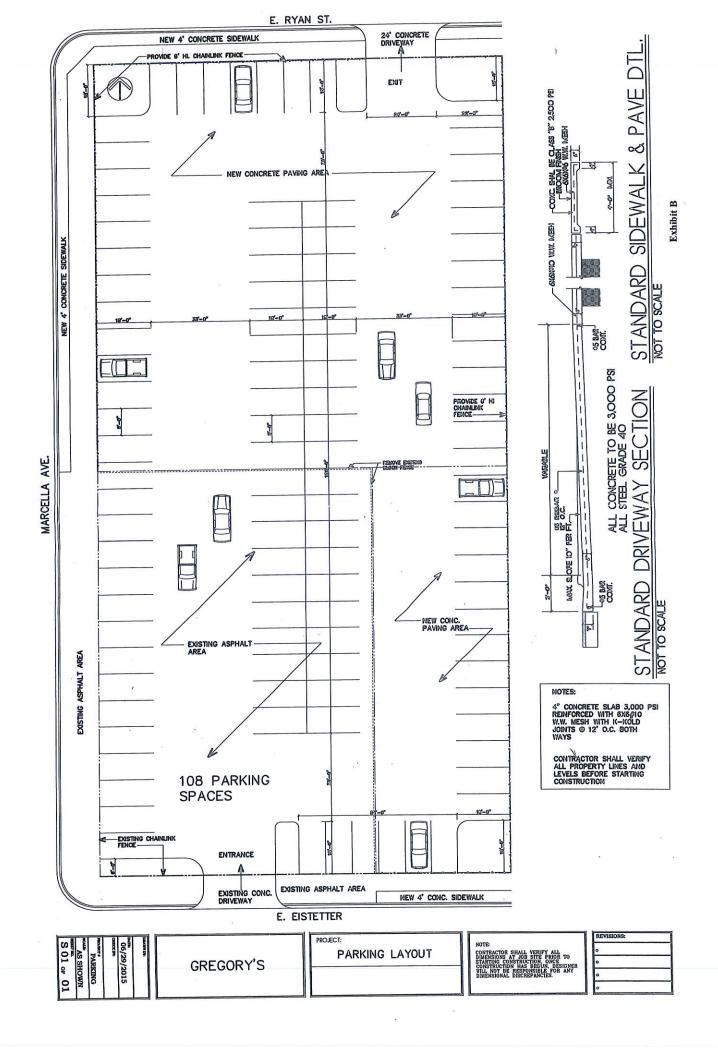




Mary Gregory Fox owner of Gregory's Driving School would like to request an emergency conditional permit to build a parking lot for her business. The side plans specify all dimensions on the Lot# regarding parking are in accordance to the rules of the building department for the City of Laredo. The City of Laredo Traffic Department advises they don't want Gregory's Driving School customers dropping off students on the street as a result of it being a safety issue. The use of this land would be an extension to the Gregory's Driving School parking lot from 25 cars to 100 cars. Hours of operation for this parking lot will be from 7am to 10pm Monday through Friday, Saturday from 8am to 2pm, and Sunday by appointment only. Gregory's offers Driver Safety Education, and employs 30 people. The number of customers on any given month ranges from 100 - 300. Mr. Roy Garcia and Councilman Juan Narvaez say that after 20 years of business Gregory's is creating a traffic jam and is a safety issue. It is imperative that as a school owner she is able to offer her customers a safe location to load and unload students; as well as train in a safe environment. Mr. Roy Garcia and Mr. Juan Narvaez will no longer have complains about Gregory's Driving School customers; once their parking lot is extended from 2 lots to 6 lots.

Respectfully,

Mary Gregory Fox



Final Reading of Ordinances

City Council-Regular

Meeting Date: 08/17/2015

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Cynthia Collazo

Staff Source: Ronnie Acosta CD Director

SUBJECT

2015-O-104 Amending Ordinance No. 2001-O-222, which previously authorized the City Manager to convey fee simple title of the surface only of the 1300 block of South Urbahn in three parcels designated as A,B, & C to the abutting property owners, to rescind the conveyance of Parcel C given that it did not materialize; and further authorizing the City Manager to convey fee simple title of the surface only of Parcel C and an additional 7,290.16 sq.ft out of South Urbahn Avenue between Bismark Avenue and the East Right-of Way line of South Meadow to the new abutting property owner Jesus G. Chapa at the Fair Market Price of \$29,200.00, and providing for effective date.

PREVIOUS COUNCIL ACTION

On August 3, 2015, this ordiinance was introduced by the City Council.

BACKGROUND

With the passage of Ordinance 2001-O-222 the City Manager was authorized to convey Fee Simple Title to **Parcels A, B & C**, to their respective abutting property owners. Parcels A & B were conveyed in accordance with the provisions of said ordinance. However the sale of Parcel C did not materialize despite good faith efforts made by staff. In the interim a new abutting property owner to **Parcel C**, has accepted the City's offer to convey Fee Simple Title to the vacant former street parcel.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends passage of this Ordinance.

Fiscal Impact

Fiscal Year: 2014-2015

Bugeted Y/N?:

Source of Funds: Sale of Streets

Account #: 101-0000-374-1101

Change Order: Exceeds 25% Y/N: n

FINANCIAL IMPACT:

Attachments

agenda attachments
agenda attachments
agenda attachments

ORDINANCE NO. 2015-O-104

Amending Ordinance No. 2001-O-222, which previously authorized the City Manager to convey fee simple title of the surface only of the 1300 block of South Urbahn in three parcels designated as **A,B, & C** to the abutting property owners, to rescind the conveyance of **Parcel C** given that it did not materialize; and further authorizing the City Manager to convey fee simple title of the surface only of **Parcel C** and an additional 7,290.16 sq.ft out of South Urbahn Avenue between Bismark Avenue and the East Right-of Way line of South Meadow to the new abutting property owner Jesus G. Chapa at the Fair Market Price of \$29,200.00, and providing for effective date.

WHEREAS, On October 1, 2001, City Council passed Ordinance No. 2001-O-222 authorizing the Fee Simple Title conveyance of the 'surface only" of three (3) land parcels designated as **Parcels A, B, and C** to their respective abutting property owners and said parcels being out of that section of the 1300 block of South Urbahn Avenue between Bismark Street and the East right -of-way line of South Meadow Avenue in the Eastern Division, City of Laredo, Webb County, Texas; and

WHEREAS, the sale of **Parcel C** did not materialize despite of good faith efforts by staff and, in the interim, new abutting property owner to **Parcel C**, Jesus G. Chapa, has requested that the City convey to him, Fee Simple Title to the expanded 7,290.16 square foot parcel of land out of that former street section; and

WHEREAS, the City has offered and, new abutting owner Jesus G. Chapa, has agreed to purchase, in Fee Simple Title, the expanded 7,290.16 sq. ft. parcel of land designated as **Parcel C**, at an established market value \$29,200.00; and

WHEREAS, City Council finds that it is in the best interest of the City of Laredo to amend Ordinance No. 2001-O-222, and re-authorize the City Manager to convey to Mr. Jesus G. Chapa, Fee Simple Title to the "surface only", of the expanded **Parcel C**.

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

It hereby amends Ordinance No. 2001-O-222, which previously authorized the City Manager to convey fee simple title of the surface only of the 1300 block of South Urbahn in three parcels designated as **A,B, & C** to the abutting property owners, to rescind the conveyance of **Parcel C** given that it did not materialize; and further authorizing the City Manager to convey fee simple title of the surface only of **Parcel C**

and an additional 7,290.16 sq.ft out of South Urbahn Avenue between Bismark Avenue and the East Right-of Way line of South Meadow to the new abutting property owner Jesus G. Chapa at the Fair Market Price of \$29,200.00.

This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this the day of, 2015.	
ATTEST:	PETE SAENZ Mayor
GUSTAVO GUEVARA, JR. City Secretary	
APPROVED AS TO FORM:	
Ms. Kelly Fitzgerald Assistant City Attorney	

ORDINANCE NO. 2001-O-222

AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS TO EFFECTIVELY CONVEY FEE SIMPLE TITLE TO THE "SURFACE ONLY", AT ITS COMBINED MARKET VALUE OF \$15,063.00, FOR CERTAIN PROPERTIES DESCRIBED AS FOLLOWS TO THEIR RESPECTIVE ABUTTING PROPERY OWNERS AND PROVIDING FOR AN EFFECTIVE DATE.

PARCELS A & B - CONSISTING OF 1,524.03 SQ. FT., MORE OR LESS, AND 893.85 SQ. FT. MORE OR LESS; RESPECTIVELY, TO JUVENTINO GONZALEZ AND WIFE MARIA B. GONZALEZ. AT THE TOTAL COMBINED MARKET VALUE \$5,803.00; SAID PARCELS BEING OUT OF SOUTH URBAHN AVENUE BETWEEN BISMARK STREET AND THE EAST RIGHT-OF-WAY LINE OF SOUTH MEADOW AVE. SITUATED IN THE EASTERN DIVISION, CITY OF LAREDO, WEBB COUNTY, TEXAS BEING DESCRIBED ON ATTACHED EXHIBITS "A", AND PARCEL C - CONSISTING OF 3,858.36 SQ. FT., MORE OR LESS. TO DOMINGO HERNANDEZ AT THE MARKET VALUE OF \$9,260.00. SAID PARCEL BEING OUT OF SOUTH URBAHN AVENUE BETWEEN BISMARK STREET AND THE EAST RIGHT-OF-WAY LINE OF SOUTH MEADOW AVE. SITUATED IN THE EASTERN DIVISION, CITY OF LAREDO, WEBB COUNTY, TEXAS BEING DESCRIBED ON ATTACHED EXHIBIT "C".

WHEREAS, on May 22, 2000, the City Council passed Ordinance No. 2000-O-135, closing as a public easement, that section of South Urbahn Ave. between Bismark St. and the East right-of-way line of South Meadow Ave., situated in the Eastern Division, City of Laredo, Webb County, Texas; and,

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, Juventino Gonzalez & wife Maria B. Gonzalez, and Domingo Hernandez, the abutting property owners of the above-mentioned former street, have requested that the City of Laredo consider selling them their corresponding share of that former section of South Urbahn Ave. between Bismark St. and the East right-of-way line of South Meadow Ave.; and,

WHEREAS, said City property has been appraised by a State Certified Real Estate Appraiser at \$15,063.00; and,

WHEREAS, Juventino Gonzalez & wife Maria B. Gonzalez, and Domingo Hernandez have accepted the City's offer to purchase Parcel A & B and C respectively out of South

Urbahn Ave. between Bismark St. and the East right-of-way line of South Meadow Ave. at the total combined market value of \$15,063.00; and

WHEREAS, City Council finds that it is in the best interest of the City of Laredo to sell the above-mentioned Parcel A & B and C, out of South Urbahn Ave. between Bismark St. and the East right-of-way line of South Meadow Ave. to Juventino Gonzalez & wife Maria B. Gonzalez and Domingo Hernandez at the total combined market value of \$15,063.00.

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

1. It hereby authorizes the City Manager to execute all necessary documents to effectively convey fee simple title to the "Surface Only", at its combined market value of \$15,063.00, for certain properties described as follows to their respective abutting property owners.

Parcels A & B - consisting of 1,524.03 sq. ft., more or less, and 893.85 sq. ft. more or less; respectively, to Juventino Gonzalez and wife Maria B. Gonzalez, at the total combined market value \$5,803.00; said parcels being out of South Urbahn Avenue between Bismark Street and the East right-of-way line of South Meadow Ave. situated in the Eastern Division, City of Laredo, Webb County, Texas being described on attached Exhibits "A", and "B"; Parcel C - consisting of 3,858.36 sq. ft., more or less, to Domingo Hernandez at the market value of \$9,260.00. Said parcel being out of South Urbahn Avenue between Bismark Street and the East right-of-way line of South Meadow Ave. situated in the Eastern Division, City of Laredo, Webb County, Texas being described on attached Exhibit "C".

2. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this the day of October , 2001.

ELIZABETH G. FLORES

Mayor

ATTEST:

GUSTAVO GUEVAR

City Secretary

Asst. City Attorney



C.TY OF LAREDC

ENGINEERING DEPARTMENT



METES AND BOUNDS DESCRIPTIONS WITH REFERENCE TO STREET CLOSING RECOMMENDATION

A 1,524.03 SQ. FT. TRACT OF LAND OUT OF THE URBAHN AVENUE R.O.W. BETWEEN THE SOUTH R.O.W. LINE OF BISMARK STREET AND THE NORTH R.O.W. LINE OF NAPOLEON STREET

A 1,524.03 sq. ft. tract of land, more or less, out of the Urbahn Avenue right-of-way between the south right-of-way line of Bismark Street and the north right-of-way line of Napoleon Street, situated in the Eastern Division of the City of Laredo, Webb County, Texas, as per the City of Laredo Original Land Grant, recorded in Volume 7, Page 15, Plat Records of Webb County, Texas; said 1,524.03 sq. ft. tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a set ½" diameter iron rod marking the intersection of the south right-of-way line of Bismark Street with the east right-of-way line of Urbahn Avenue, also being the northwest corner of Block No. 1168, Eastern Division, City of Laredo, Webb County, Texas;

THENCE, South, along the west boundary line of said Block No. 1168, also being the east right-of-way line of Urbahn Avenue, a distance of 138.89 feet to a set ½" diameter iron rod, for the POINT-OF-BEGINNING and northeast corner hereof;

THENCE, South, continuing along the west boundary line of said Block No. 1168, also being the east right-of-way line of Urbahn Avenue and the east boundary line of this tract of land, a distance of 46.30 feet to a set ½" diameter iron rod, for the southeast corner hereof;

THENCE, West, along the south boundary line of this tract of land, a distance of 26.11 feet to a set ½" diameter iron rod, for the southwest corner hereof;

THENCE, N 16° 23' 02" W, along the southwest boundary line of this tract of land, a distance of 48.26 feet to a set ½" diameter iron rod, for the northwest corner hereof;

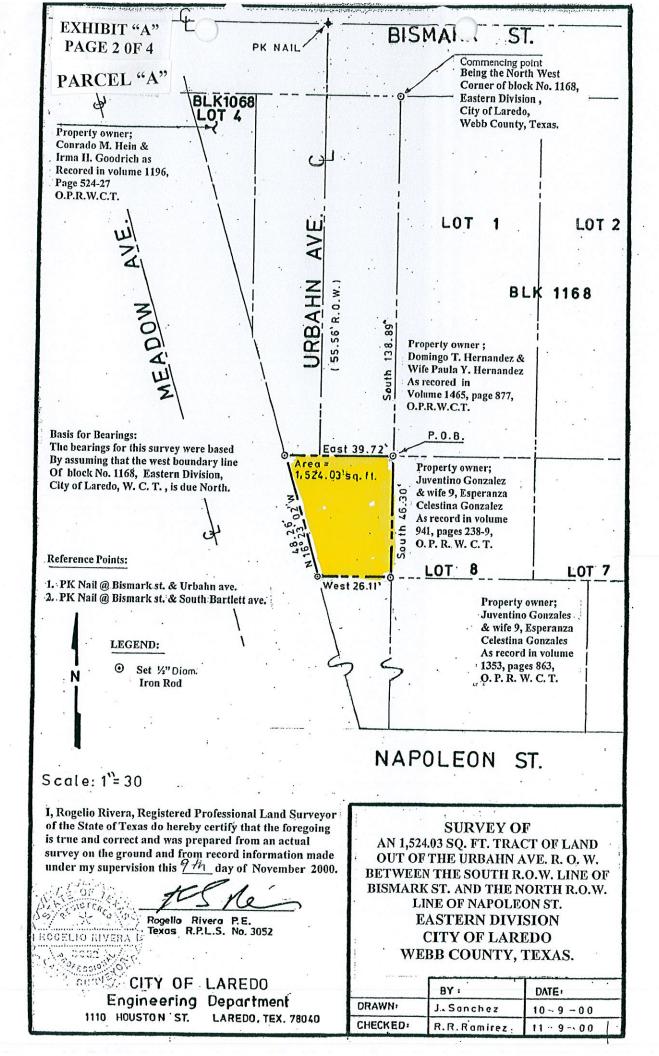
THENCE, East, along the north boundary line of this tract, a distance of 39.72 feet to the POINT-OF-BEGINNING of this tract of land, containing 1,524.03 sq. ft. of land in the City of Laredo, Webb County, Texas.

WITNESS my hand and seal this 20th day of November, 2000.

GELIO EIVERA D

Rogelio Rivera, P.E., City Engineer

R.P.L.S. Texas No. 3052





C.TY OF LAREDC

ENGINEERING DEPARTMENT



METES AND BOUNDS DESCRIPTIONS WITH REFERENCE TO STREET CLOSING RECOMMENDATION

AN 893.85 SQ. FT. TRACT OF LAND OUT OF THE URBAHN AVENUE R.O.W. BETWEEN THE SOUTH R.O.W. LINE OF BISMARK STREET AND THE NORTH R.O.W. LINE OF NAPOLEON STREET

A 893.85 sq. ft. tract of land, more or less, out of the Urbahn Avenue right-of-way between the south right-of-way line of Bismark Street and the north right-of-way line of Napoleon Street, situated in the Eastern Division of the City of Laredo, Webb County, Texas, as per the City of Laredo Original Land Grant, recorded in Volume 7, Page 15, Plat Records of Webb County, Texas; said 893.85 sq. ft. tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a set 1/2" diameter iron rod marking the intersection of the north right-of-way line of Napoleon Street with the east right-of-way line of Urbahn Avenue, also being the southwest corner of Block No. 1168, Eastern Division, City of Laredo, Webb County, Texas;

THENCE, North, along the west boundary line of said Block No. 1168, also being the east right-of-way line of Urbahn Avenue, a distance of 46.30 feet to a set 1/2" diameter iron rod, for the POINT-OF-BEGINNING and southeast corner hereof;

THENCE, West, along the south boundary line of this tract of land, a distance of 12.50 feet to a set 1/2" diameter iron rod, for the southwest corner hereof:

THENCE, N 16° 23' 02" W, along the southwest boundary line of this tract of land, a distance of 48.26 feet to a set 1/2" diameter iron rod, for the northwest corner hereof;

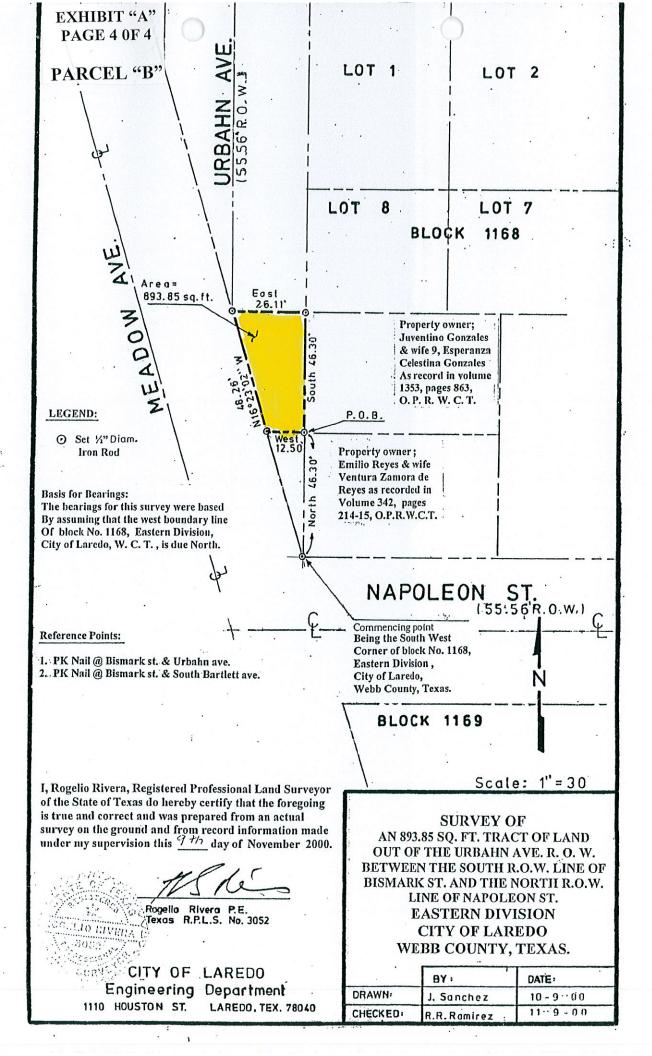
THENCE, East, along the north boundary line of this tract of land, a distance of 26.11 feet to a set 1/2" diameter iron rod, for the northeast corner hereof:

THENCE, South, along the west boundary line of said Block No. 1168, also being the east right-of-way line of Urbahn Avenue and the east boundary line of this tract of land, a distance of 46.30 feet to POINT-OF-BEGINNING of this tract of land, containing 893.85 sq. ft. of land in the City of Laredo, Webb County, Texas.

WITNESS my hand and seal this 20th day of November, 2000.

Rogelio Rivera, P.E., City Engineer

R.P.L.S. Texas No. 3052





CTY OF LAREDC

ENGINEERING DEPARTMENT



METES AND BOUNDS DESCRIPTIONS WITH REFERENCE TO STREET CLOSING RECOMMENDATION

A 3,858.36 SQ. FT. TRACT OF LAND OUT OF THE URBAHN AVENUE R.O.W. BETWEEN THE SOUTH R.O.W. LINE OF BISMARK STREET AND THE NORTH R.O.W. LINE OF NAPOLEON STREET

A 3,858.36 sq. ft. tract of land, more or less, out of the Urbahn Avenue right-of-way between the south right-of-way line of Bismark Street and the north right-of-way line of Napoleon Street, situated in the Eastern Division of the City of Laredo, Webb County, Texas, as per the City of Laredo Original Land Grant, recorded in Volume 7, Page 15, Plat Records of Webb County, Texas; said 3,858.36 sq. ft. tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a set ½" diameter iron rod marking the intersection of the south right-of-way line of Bismark Street with the east right-of-way line of Urbahn Avenue, also being the northwest corner of Block No. 1168, Eastern Division, City of Laredo, Webb County, Texas, for the northeast corner hereof;

THENCE, South, along the west boundary line of said Block No. 1168, also being the east right-of-way line of Urbahn Avenue and the east boundary line of this tract of land, a distance of 138.89 feet to a set ½" diameter iron rod, for the southeast corner hereof;

THENCE, West, along the south boundary line of this tract, a distance of 27.78 feet to a set ½" diameter iron rod on the center line of Urbahn Avenue right-of-way, for the southwest corner hereof;

THENCE, North, along the center line of Urbahn Avenue right-of-way, also being the west boundary line of this tract, a distance 138.89 feet to a set ½" diameter iron rod, for the northwest corner hereof;

THENCE, East, along the south right-of-way line of Bismark Street, also being the north boundary line of this tract, a distance of 27.78 feet to the POINT-OF-BEGINNING of this tract of land, containing 3,858.36 sq. ft. of land in the City of Laredo, Webb County, Texas.

WITNESS my hand and seal this 20th day of November, 2000.

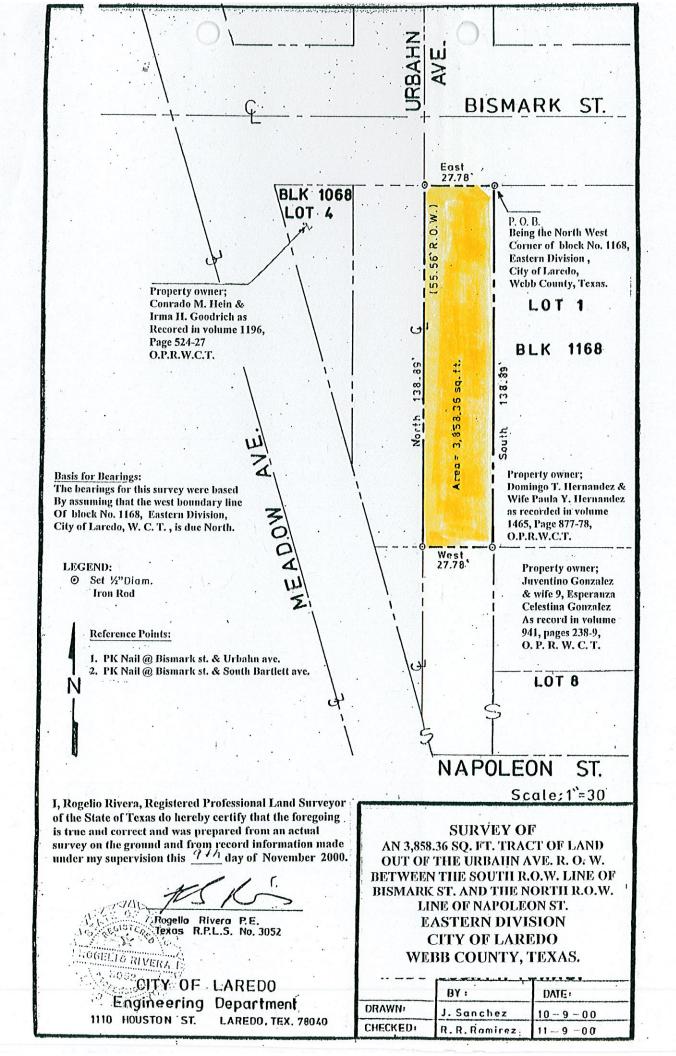
Rogelio Rivera, P.E., City Engineer R.P.L.S. Texas No. 3052

P.O. BOX 579

LAREDO, TEXAS 78042-0579

(956) 791-7346

FAX (956) 791-7496



Frontage of Parcel A & B Consisting of 1, 524.03 sq. ft., more or less, and 893.85 sq. ft. more or less respectively out of South Urbahn Ave. between Bismark St. and the east right-of-way line of South Meadow Ave. (photo exhibits not to scale)



Frontage of Parcel C consisting of 3, 858.36 sq. ft. more or less out of South Urbahn Ave. between Bismark St. and the east right-of-way line of South Meadow Ave. (photo exhibits not to scale)





CITY OF LAREDO ENGINEERING DEPARTMENT

METES AND BOUNDS DESCRIPTION FOR A 7,290.16 SQ.FT. TRACT OF LAND

A tract of land containing 7,290.16 sq.ft., out of the Urbahn Avenue right-of-way, adjacent to the south right-of-way line of Bismark Street, Eastern Division, as recorded in volume 7, page 15, of the Webb County Plat Records, in the Western Division, City of Laredo, Webb County, Texas; said 7,290.16 sq.ft. Tract is more particularly described by metes and bounds as follows:

COMMENCING at a found iron pin on the northwest corner of Lot No. 1, Block No. 1168, Eastern Division, being this point on the south right-of-way line of Bismark Street and the POINT-OF-BEGINNING of this tract herein described;

THENCE, WEST, along the south right-of-way line of Bismark Street, a distance of 55.56 feet, to a found iron pin on the west right-of-way line of Urbahn Avenue, being this point the northeast corner of said Lot No. 4, Block No. 1068, Eastern Division, for an exterior corner and point of deflection to the left;

THENCE, SOUTH, along the west right-of-way line of Urbahn Avenue, also the east boundary line of said Lot No. 4, a distance of 85.03 feet, to a found iron pin, for an exterior corner and point of deflection to the left;

THENCE, S16°23'02"E, a distance of 56.14 feet, to a found iron pin, on the northwest corner of a 1,524.03 sq.ft. tract, as recorded in vol. 1128, pgs. 220-225, of the official public records of Webb County Texas; for an exterior corner and point of deflection to the left;

THENCE, EAST, along the north boundary line of said 1,524.03 sq.ft. tract, a distance of 11.94 feet, to a found iron pin at the center line of Urbahn Avenue, and continuing east for a distance of 27.78 feet, to a found iron pin, for a total distance of 39.72 feet, being this point on east right-of-way line of Urbahn Avenue and the southwest corner of said Lot No. 1, for an exterior corner and point of deflection to the left;

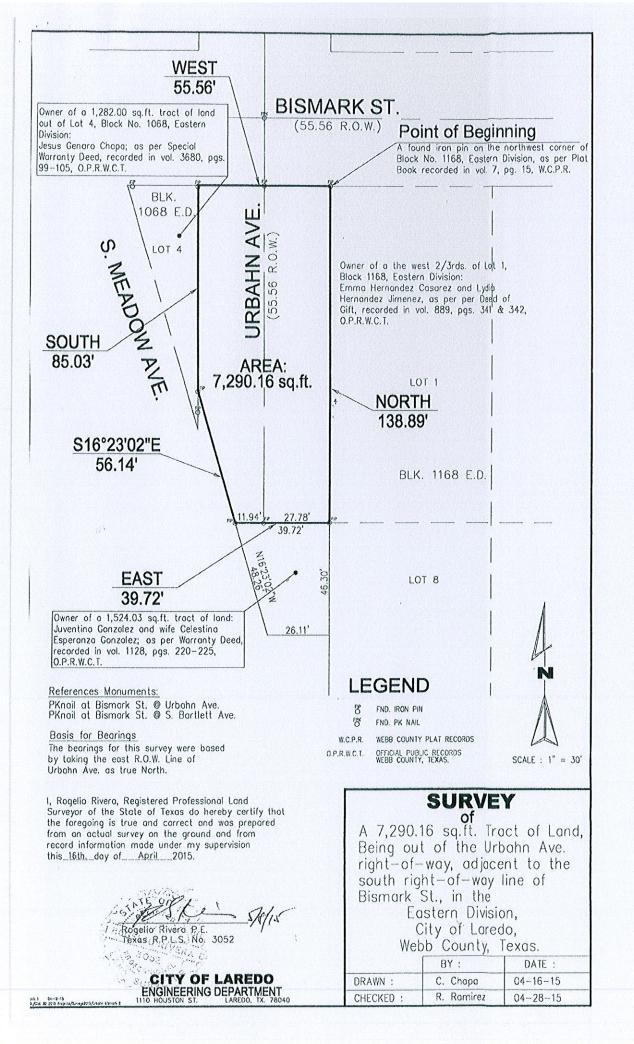
THENCE, NORTH, along the east right-of-way line of Urbahn Avenue, also the west boundary line of said Lot No. 1, a distance of 138.89 feet, to the **POINT-OF-BEGINNING** of this Tract of Land, containing 7,290.16 sq.ft., in the Eastern Division, City of Laredo, Webb County, Texas.

I, ROGELIO RIVERA, Registered Professional Land Surveyor of the State of Texas, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from an actual survey on the ground and from record information available made under my supervision on this 16th. Day of April, 2015.

WITNESS MY HAND AND SEAL THIS 8th. DAY OF MAY, 2015.

ROGELIO RIVERA, City Engineer

R.P.L.S. Texas No. 3052



Final Reading of Ordinances

City Council-Regular

Meeting Date: 08/17/2015

Initiated By: Cynthia Collazo, Deputy City Manager

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

SUBJECT

2015-O-105 Authorizing the City Manager to accept and execute contracts from the Department of State Health Services (DSHS) and amending the FY 2015-2016 City of Laredo Health Department (CLHD) budget by appropriating revenues and expenditures in the amount of \$420,658.00 for a total of \$1,944,210.00 for the continuation of the City of Laredo Health Department's Office of Public Health Practices (OPHP) Services which includes Disease Control, Food Safety, Zoonosis and Local Public Health System support, the Immunizations Prevention Program and HIV Prevention Program for the term period from September 1, 2015 through August 31, 2016.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On August 3, 2015, Council introduced the Ordinance.

BACKGROUND

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). DSHS will continue to partner with the CLHD to provide immunizations to adolescents and adults, enhanced local public health infrastructures to address critical public health threats (immunizations, disease control, food safety and zoonosis control), and HIV prevention services.

DSHS contract amounts are as follows:

- 1) IMMUNIZATION BRANCH /LOCALS \$230,491
- 2) LOCAL PUBLIC HEALTH SYSTEM* \$497,072
- 3) HIV PREVENTION \$400,800

COMMITTEE RECOMMENDATION

N/A

^{*}The term period for the Local Public Health System contract is from September 1, 2016 through August 31, 2017.

STAFF RECOMMENDATION

Staff recommends that Council approve the Ordinance.

Fiscal Impact

Fiscal Year:

Bugeted 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

DSHS Immunizations Contract

DSHS HIV Prevention Contract

DSHS OPHP Contract

Budget

2015-O-105

Attachment A

DEPARTMENT OF STATE HEALTH SERVICES CONTRACT 2016-001135-00



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 09/01/2015 and ends on 08/31/2016. 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:** As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapter 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.
- 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 three (3) years of age or younger (birth 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 be enrolled as a provider in the Texas Vaccines for Children (TVFC) and the Adult Safety (ASN) Programs by the effective date of this Program Attachment. This includes a signed Deputization Addendum Form (E6-102) and adherence 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 ASN and TVFC Programs, including guidelines for proper storage, handling, and safeguarding of vaccines 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 ASN and TVFC 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 notifiable 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_FY2016_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/gmb/default.shtm#public).

Contractor shall be responsible for identification and case management to all surface antigen positive pregnant women and timely newborn post exposure prophylaxis (PEP) with hepatitis B vaccine and hepatitis B immune globin (HBIG) as well as timely completion of doses two and three of hepatitis B vaccine and completion of post-vaccination serology testing (PVST).

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 the ImmTrac Group at DSHS. Lists are distributed through ImmTrac at the start of each quarterly reporting period (September 01, 2015; December 01, 2015; March 01, 2016; and June 01, 2016).

Contractor shall be responsible for conducting outreach to 17-year-olds included on the lists distributed to the Contractor by DSHS to explain the lifetime registry and obtain their consent as an adult to be included in ImmTrac. Lists are distributed on October 1, 2015; December 1, 2015; February 1, 2016; April 1, 2016; June 1, 2016; and August 1, 2016.

Contractor shall be responsible for conducting outreach to new ImmTrac providers who have logged into ImmTrac within 30 days of registering. Lists of these providers are distributed at the beginning of each month.

Contractor shall be responsible for conducting outreach to existing ImmTrac providers that have not logged in into ImmTrac in the last 90 days. Lists are distributed on September 1, 2015; November 1, 2015; January 1, 2016; March 1, 2016; May 1, 2016; and July 1, 2016.

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 contract funding expenditures and salary savings from any contract-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, 2016.

USE OF FUNDS

- Funds shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.
- 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.

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.

Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract. http://www.dshs.state.tx.us/contracts/cfpm.shtm.

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.

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 Emerging and Acute Infectious Disease Investigation Guidelines (located at http://www.dshs.state.tx.us/idcu/investigation/conditions/) and NBS Data Entry Guidelines, at least 90% of confirmed or probable reportable vaccine-preventable disease cases within thirty (30) days of initial report to public health.
- 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. Contractor is responsible for covering the cost to ship overstocked vaccines and

vaccines approaching expiration.

- 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. Outreach and education activities must focus on the immunization registry and the option for an individual who is 18 years of age or older to consent to having their immunization records stored within the immunization registry. 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 recording forms for accuracy to ensure the vaccine supply is appropriately maintained and within established maximum stock levels. Review and approval for vaccines orders (when applicable) must be documented in the Electronic Vaccine Inventory system.
- 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 Assessment, Feedback, Incentives, and eXchange (AFIX) 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 clinics. Immunization provider coverage rates will be generated using the Comprehensive Clinic Assessment Software Application (CoCASA), as specified by DSHS.

Contractor shall utilize the Centers for Disease Control and Prevention (CDC) Provider education, Assessment, and Reporting (PEAR) system and directly enter data into PEAR to document TVFC quality assurance site-visits for all sub-contracted entities and non-local health department clinics. The Contractor shall submit the final assessment results in the PEAR system within twenty-four (24) hours of conducting the visit.

Contractor shall utilize the CDC PEAR system and directly enter data into PEAR to document TVFC unannounced storage and handling visits conducted at TVFC provider offices. The Contractor shall submit the final unannounced storage and handling visit results in the PEAR system within twenty-four (24) hours of conducting the visit.

Contractor is required to complete and submit Immunization Inter-Local Agreement (ILA) 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.

See programmatic Reporting Requirements section for required reports.

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.

SOURCE OF FUNDS: STATE and CFDA# 93.268

HCR Immunization and Vaccines for Children Program

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: 08/31/2016

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

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 Report	Quarterly	09/01/2015	11/30/2015	12/31/2015
LHD ILA Quarterly Report	Quarterly	12/01/2015	02/29/2016	03/31/2016
LHD ILA Quarterly	Quarterly	03/01/2016	05/31/2016	06/30/2016
Report LHD ILA Quarterly Report	Quarterly	06/01/2016	08/31/2016	09/30/2016
Financial Status Report	Quarterly	09/01/2015	11/30/2015	12/31/2015
Financial Status Report	Quarterly	12/01/2015	02/29/2016	03/31/2016
Financial Status Report	Quarterly	03/01/2016	05/31/2016	06/30/2016
Financial Status Report	Quarterly	06/01/2016	08/31/2016	10/15/2016

Submission Instructions:

LHD ILA Quarterly Reports should be submitted electronically to dshsimmunizationcontracts@dshs.state.tx.us according to the time frames stated above.

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 Provisions, ARTICLE XIV. GENERAL TERMS, Section 14.12 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) 2016-001135-00

b. General Provisions Subrecipient General Provisions

c. Attachments Budget

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	City of Laredo Health Department
-------------------------------------	----------------------------------

By: By:

Signature of Authorized Official Signature of Authorized Official

Date Date

Name and Title Name and Title

1100 West 49th Street

Address Address

Austin, TX 78756-4204

City, State, Zip City, State, Zip

Telephone Number Telephone Number

E-mail Address E-mail Address

Budget Summary

Organization Name: City of Laredo Health Department Program ID: IMM/LOCALS

Contract Number: 2016-001135-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$146,506.00	\$0.00	\$0.00	\$146,506.00
Fringe Benefits	\$79,588.00	\$0.00	\$0.00	\$79,588.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$2,937.00	\$0.00	\$0.00	\$2,937.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$1,460.00	\$0.00	\$0.00	\$1,460.00
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

DEPARTMENT OF STATE HEALTH SERVICES CONTRACT 2016-001325-00



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 \$400,800.00.
- **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 09/01/2015 and ends on 12/31/2016. 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:** As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapter 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.
- 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 will perform the activities required under this Renewal Program Attachment in the Service Area designated in the most recent version of Section 8 "Service Area" of this contract.

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/dshsstndrds4clinicservs.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- 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.

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, know 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 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/pantryl:

- 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; 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 shortfall. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total contract amount as approved for this Program Attachment, 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.

Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract. http://www.dshs.state.tx.us/contracts/cfpm.shtm.

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 also 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:

Length of time the Contractor staff member has been performing the intervention. For group-level interventions, condom distribution, and community mobilization (including the group-level component of community-level interventions), staff must be monitored at least:

For all other interventions (including

testing and linkage, ARTAS, CLEAR, and CRCS), staff must be monitored at least:

3 months or less One out of every 3 sessions* Twice a month

4 to 6 months Twice a month

7 to 12 months Monthly Twice a month

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 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.
- Audit all HIV positive charts and retain all audit documentation.
- Contractor shall direct these services to target population(s) as specified in Contractor's objectives, all as approved by DSHS Program.

PREVENTION WITH POSITIVE PERSONS:

Contractor shall conduct Prevention with Positive Persons activities as specified herein.

The National HIV Strategy on HIV/AIDS 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

For purposes of this Renewal Program Attachment the following are funded Prevention with Positive Persons interventions:

Comprehensive Risk Counseling and Services (CRCS)

Choosing Life, Empowerment, Action and Results (CLEAR)

Anti- Retroviral Treatment and Access to Services (ARTAS)

Healthy Relationships (HR)

Contractor shall conduct the following quality assurance activities:

- Follow the orientation and training schedule for CRCS, CLEAR, ARTAS, and HR located at http://www.dshs.state.tx.us/hivstd/training/default.shtm. Other Prevention with Positive Persons Activities should be implemented as directed by DSHS.
- Audit CRCS, ARTAS, and HR charts, and retain all audit documentation.
- Ensure CRCS, CLEAR, ARTAS, and HR staff meets minimum staff qualifications as referenced in DSHS Program Operating Procedures and Standards for CRCS, located at

http://www.dshs.state.tx.us/hivstd/pops/default.shtm and at

https://www.effective interventions.org/en/home.aspx

and guidance available at

www.dshs.state.tx.us/hivstd/fieldops/TA_Bulls/CRCS_activities_with_low_risk_clients.pdf.

• Adhere to the DSHS-approved procedures and protocols for Contractor's CRCS, CLEAR, ARTAS, and HR 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.

EVIDENCED-BASED INTERVENTION AND (EBI)/HEALTH EDUCATION 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;
- Contractors are required to 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.
- Contractors are required to 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 (i.e. non-profit, for-profit, healthcare, education, housing, local government, and economic development) to increase awareness and reduce HIV infection 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, and 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 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, prevention with positive persons, testing and linkage programs and EBIs; for retention of clients in EBIs, prevention with positive persons , 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 health fairs or 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 via venipuncture. Additionally, contractors must perform a syphilis test for all
 clients requesting an HIV test unless the client refuses syphilis testing. All staff funded to perform testing
 must have the ability to obtain specimens via venipuncture. 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.
- 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 health and/or regional department, 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.
- Achieve, at a minimum, the following performance measures:

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.

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.

Objective C: Contractor shall diligently follow the requirements for linking all clients, with positive HIV test results, to HIV-related Medical Care (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.

Objective D: During the term of this Renewal Program Attachment, based on the testing required herein DSHS expects that the 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.

PREVENTION WITH POSITIVE PERSONS:

Contractor shall perform all activities as described herein

COMPREHENSIVE RISK COUNSELING SERVICES (CRCS) ACTIVITIES:

Contractor shall:

- Audit charts, according to standards in DSHS' HIV and STD Program Operation Procedures and Standards (located at http://www.dshs.state.tx.us/hivstd/pops/chap20.shtm), and retain all audit documentation.
- Ensure staff meets minimum staff qualifications, as referenced in DSHS Program Operating Procedures and Standards (located at http://www.dshs.state.tx.us/hivstd/pops/default.shtm).
- Comply with DSHS' CRCS Program Operating Procedures and Standards, located at http://www.dshs.state.tx.us/hivstd/pops/default.shtm and guidance available at http://www.dshs.state.tx.us/hivstd/fieldops/techassist.shtm.
- Adhere to the DSHS-approved procedures and protocol manuals for Contractor's CRCS 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 CRCS essential components as specified in accordance with DSHS RFP # HIV/PREV-0519-1,
 and DSHS' HIV and STD Program Operation Procedures and Standards (as revised), 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

CHOOSING LIFE, EMPOWERMENT, ACTION AND RESULTS (CLEAR) ACTIVITIES: Contractor shall:

- Audit "CLEAR" client charts on a regular basis, according to the following schedule, retain all audit documentation and make it readily available to DSHS upon request:
- For "CLEAR" staff with less than six months experience, 20% of charts should be audited monthly, or at least four per month, per "CLEAR" staff member, whichever is greater.
- For "CLEAR" staff with six months or more experience, 20% of charts, must be audited quarterly, or at least four per quarter, per "CLEAR" staff member, whichever is greater.
- Assure that quality assurance of staff must be carried out according to standards in DSHS' HIV and STD Program Operation Procedures and Standards for CRCS (located at http://www.dshs.state.tx.us/hivstd/pops/chap20.shtm).
- Ensure staff meets minimum staff qualifications, as referenced in the CLEAR Implementation Manual located at: 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 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

ANTI-RETROVIRAL TREATMENT AND ACCESS TO SERVICES (ARTAS): Contractor shall:

- Audit ATRAS client charts on a regular basis, according to the following schedule, retain all audit documentation and make it readily available to DSHS upon request:
- For ARTAS staff with less than six months experience, 20% of charts should be audited monthly or at least four per month, per ARTAS staff member, whichever is greater.
- For ARTAS staff with six months or more experience, 20% of charts, must be audited quarterly, or at least four per quarter, per ARTAS staff member, whichever is greater.
- Assure that quality assurance of staff be carried out according to standards in DSHS' HIV and STD Program Operation Procedures and Standards for CRCS (located at http://www.dshs.state.tx.us/hivstd/pops/chap20.shtm).
- Ensure staff meets minimum staff qualifications, as referenced in ARTAS implementation manual located at: http://www.effectiveinterventions.org/Libraries/ARTAS_Materials/14-0617_ARTAS_IM_2014_with_updated_TOC.sflb.ashx
- 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 ARTAS curriculum guidance document (http://www.effectiveinterventions.org/en/HighImpactPrevention/PublicHealthStrategies/ARTAS.aspx) for Contractor's Prevention with Positives 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 ARTAS essential components as specified in accordance with curriculum guidance and
 ARTAS training.
- Achieve, at a minimum, the following performance measures:

See Performance Measures section for measures that have specific targets

HEALTHY RELATIONSHIPS:

Contractor shall:

- Perform recruitment activities (e.g. street outreach, internet recruitment, recruitment through other HIV/STD services providers, and recruitment during targeted public health events such as health fairs or screenings) within the appropriate target population(s) for purposes of recruitment into the EBI.
- Provide 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.

EVIDENCE-BASED INTERVENTION (EBI) ACTIVITIES/HEALTH EDUCATION RISK REDUICTION (HERR):

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 health fairs or 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 the Contractor's work plan shall be implemented beginning September 1, 2015. 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.

- 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 as dictated by new information about community needs and resources.
- 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. Develop a plan 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, 2015.
- 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 TxPHIN or sFTP by the Contractor. The following information for all clients who receive HIV testing shall be reported to DSHS electronically in a DSHS approved format and submitted by the 20th of each month. Data for transmission to TXDSHS HIV program will include the following elements:

Scope, Client ID, Site name, Test date, Counselor Name, Birth date, Sex at birth, Current gender identity, Ethnicity, Race, Client's zip code, Client asked about risk factors, Client counseled about their risks, Test technology used, Test result.

Report the following additional elements for each client testing HIV-positive:

Client's full name, Test result delivered, Date test result delivered, Reason result not delivered, Previous HIV test history and HIV status, Month and year of last HIV test, Client's risk factors (sex with males, sex with females, uses injection drugs), Referral to medical care (where referred, reason for no referral, outcome of referral), Date of first medical appointment, Client's most severe housing status is previous 12 months, Referral to HIV prevention services (referred and outcome of referral) and Referral to partner services (referred).

Contractor is responsible for examining the quality of the information prior to submission to assure it is complete and accurate.

Prevention with Positive Persons data must be entered into the DSHS Risk Reduction and Awareness Microsoft Access Data System submitted via TxPHIN or sFTP 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 Risk Reduction and Awareness Microsoft Access Data System submitted via TxPHIN or sFTP 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 Risk Reduction and Awareness Microsoft Access Data System submitted via TxPHIN or sFPT 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 Risk Reduction and Awareness Microsoft Access Data System submitted via TxPHIN or sFPT 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 submit semi-annual activity reports, and one four-month report 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 2016 and the 30th calendar day of September 2016.

The four month report will cover the time period of September 2016-December 2016 and is due on or before the 31st calendar day of January 2017.

Contractor shall submit a detailed activity calendar by the 5th day of every month to the appropriate DSHS

regional staff and DSHS HIV Prevention Consultant. Contractor is expected to maintain staffing at the events listed on the calendar. 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
- 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 and to CMU.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	Number of tests to be performed:	1600
2	Number of newly diagnosed HIV positive persons(the state standard is attaining a 1.2% positivity rate):	20
3	Number of tests for (Hispanic MSM #1):	533
4	Number of tests for (High Risk Heterosexual #2):	467
5	Number of tests for (Hispanic IDU #3):	200
6	Number of distribution sites (including: number of sites where contractor supplies free condoms):	24
7	Number of community partners assisting with access or distribution efforts (i.e. retail, civic, faith-based, local advocacy groups):	47
8	Number of condoms distributed:	133,333
9	Number of partners (i.e. organizations, agencies, individuals, etc.) involved in community mobilization:	20
10	Number of planned activities to engage the community (i.e. events, coalition meetings, facilitated community conversations, etc.):	30
11	Number of individuals reached by community mobilization activities (e.g. total number of persons reached/engaged by mobilization events):	100,000
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10. Procurement method:	
Non-Competitive	Interagency/Interlocal
GST-2012-Solicitation-00031	DCPS GOLIVE HIV Prevention State PROPOSAL
11. Renewals:	
Number of Renewals Remaining: 0 Date Renewals Exp	ire: 12/31/2016
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
Comprehensive Activity Report	Semi-Annually	09/01/2015	02/29/2016	03/31/2016
Comprehensive Activity Report	Semi-Annually	03/01/2016	08/31/2016	09/30/2016
Comprehensive Activity Report	Nonrecurring	09/01/2016	12/31/2016	01/31/2017
Financial Status Report	Quarterly	09/01/2015	11/30/2015	12/31/2015
Financial Status Report	Quarterly	12/01/2015	02/29/2016	03/31/2016
Financial Status Report	Quarterly	03/01/2016	05/30/2016	06/30/2016
Financial Status Report	Quarterly	06/01/2016	08/31/2016	09/30/2016
Financial Status Report	Nonrecurring	09/01/2016	12/31/2016	02/15/2017

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 IX RECORDS RETENTION, Section 9.01 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 VII CONFIDENTIALITY, is required. The ARTICLE VII CONFIDENTIALITY, Section 7.03 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 XIV, GENERAL TERMS, Section 14.12, 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) 2016-001325-00

b. General Provisions Subrecipient General Provisions

c. Attachments Budget

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	City of Laredo Health Department
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By:

Signature of Authorized Official Signature of Authorized Official

Date Date

Name and Title Name and Title

1100 West 49th Street

Address Address

Austin, TX 78756-4204

City, State, Zip City, State, Zip

Telephone Number Telephone Number

E-mail Address E-mail Address

Budget Summary

Organization Name: City of Laredo Health Department Program ID: HIV/PREVS

Contract Number: 2016-001325-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$246,584.00		\$0.00	\$246,584.00
Fringe Benefits	\$113,848.00		\$0.00	\$113,848.00
Travel	\$6,070.00		\$0.00	\$6,070.00
Equipment	\$0.00		\$0.00	\$0.00
Supplies	\$11,738.00		\$0.00	\$11,738.00
Contractual	\$0.00		\$0.00	\$0.00
Other	\$22,560.00		\$0.00	\$22,560.00
Total Direct Costs	\$400,800.00	\$0.00	\$0.00	\$400,800.00
Indirect Costs	\$0.00		\$0.00	\$0.00
Totals	\$400,800.00	\$0.00	\$0.00	\$400,800.00

DEPARTMENT OF STATE HEALTH SERVICES CONTRACT 2016-001192-00



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 \$497,072.00.
- **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 09/01/2015 and ends on 08/31/2017. 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:** As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapter 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.
- 6. Program Name: RLSS/LPHS RLSS/Local Public Health System-PnP

7. Statement of Work:

Statement of Work:

A. CONTRACTOR will improve or strengthen local public health infrastructure within the State of Texas by:

- 1. Developing objective(s) to address a public health issue;
- 2. Utilizing resources provided through this Program Attachment to conduct activities 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.
- B. These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Interlocal 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 (Healthy People) related goals and objectives, and 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.
- 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 of Texas Health & Safety Code;
- 3. Section 403.1055 of Texas Government Code.
- D. CONTRACTOR will not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Texas 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 Program Attachment within 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 90 days may result in a decrease in funds.
- H. Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with

DSHS staff regarding the management of funds received under this Contract. http://www.dshs.state.tx.us/contracts/cfpm.shtm.

PERFORMANCE MEASURES

A. CONTRACTOR will complete the Performance Measures as stated in the CONTRACTOR'S FY16 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 required under this Program Attachment in the Service Area designated in the most recent version of Section 8,"Service Area" of this contract.

See Programmatic Reporting Requirement section for required reports.

BILLING INSTRUCTIONS:

CONTRACTOR will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis with 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 listed 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

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: 1 Date Renewals Expire: 08/31/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.991, 93.991, STATE

14. DUNS Number:

618150460

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Project Service Delivery Plan	Quarterly	09/01/2015	11/30/2015	12/31/2015
Project Service Delivery Plan	Quarterly	12/01/2015	02/29/2016	03/31/2016
Project Service Delivery Plan	Quarterly	03/01/2016	05/31/2016	06/30/2016
Project Service Delivery Plan	Quarterly	06/01/2016	08/31/2016	09/30/2016
Financial Status Report (FSR)	Quarterly	09/01/2015	11/30/2015	12/31/2015
Financial Status Report (FSR)	Quarterly	12/01/2015	02/29/2016	03/31/2016
Financial Status Report (FSR)	Quarterly	03/01/2016	05/31/2016	06/30/2016
Financial Status Report (FSR)	Quarterly	06/01/2016	08/31/2016	09/30/2016
Project Service Delivery Plan	Quarterly	09/01/2016	11/30/2016	12/30/2016
Project Service Delivery Plan	Quarterly	12/01/2016	02/28/2017	03/31/2017
Project Service Delivery Plan	Quarterly	03/01/2017	05/31/2017	06/30/2017
Project Service Delivery Plan	Quarterly	06/01/2017	08/31/2017	09/30/2017
Financial Status Report (FSR)	Quarterly	09/01/2016	11/30/2016	12/31/2016
Financial Status Report (FSR)	Quarterly	12/01/2016	02/28/2017	03/31/2017
Financial Status Report (FSR)	Quarterly	03/01/2017	05/31/2017	06/30/2017
Financial Status Report (FSR)	Quarterly	06/01/2017	08/31/2017	10/15/2017

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 #: 512/776-7391

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

General Provision, ARTICLE XIV, General Terms, Section 14.12, Amendment is revised 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.

General Provisions, ARTICLE II COMPLIANCE AND REPORTING, Section 2.05 Reporting, are revised to include the following paragraph:

CONTRACTOR shall 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 shall 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 XXI Program Operations, Section 21.06 Responsibilities and Restrictions Concerning Governing Board, Officers and Employees, is not applicable to this program Attachment.

General Provisions, ARTICLE XXII Program Equipment and Supplies, Section 22.01 Equipment, is revised to include the following:

For the purpose of this Program Attachment, equipment is not approved as part of the base budget for RLSS/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.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document) 2016-001192-00

b. General Provisions Subrecipient General Provisions

c. Attachments Budget

d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding

Accountability and Transparency Act (FFATA) Certification

e. Exhibits FY16/17 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 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	City of Laredo Health Department
-------------------------------------	----------------------------------

By: By:

Signature of Authorized Official Signature of Authorized Official

Date Date

Name and Title Name and Title

1100 West 49th Street

Address Address

Austin, TX 78756-4204

City, State, Zip City, State, Zip

Telephone Number Telephone Number

E-mail Address E-mail Address

Budget Summary

Organization Name: City of Laredo Health Department Program ID: RLSS/LPHS

Contract Number: 2016-001192-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$351,005.00	\$0.00	\$0.00	\$351,005.00
Fringe Benefits	\$146,067.00	\$0.00	\$0.00	\$146,067.00
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	\$497,072.00	\$0.00	\$0.00	\$497,072.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$497,072.00	\$0.00	\$0.00	\$497,072.00

FY16/17 Project Service Delivery Plan

Organization Name: City of Laredo Health Department

Contract Number: 2016-001192-00 Program ID: RLSS/LPHS

Contract Term: 09/01/2015 - 08/31/2017 Program Name: RLSS/Local Public Health System-Pu

Local Health Department: _City of Laredo Health Department_ Contract Term: September 1, 2015 through August 31, 2017

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.

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.

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, 2015 – August 31, 2017, 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, 2015 – August 31, 2017, 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 3.1 During FY September 1, 2015 – August 31, 2017, the Health Department will facilitate water analysis for microbiological agents, conduct analysis for macronutrients and general water quality parameters.

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.

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 each 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 per year. (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 per year. (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)

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.

- 1.1.1Staff 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.

Deliverable Describe the tangible evidence that the activity was completed.

- 1. Monthly and Quarterly Reports
- 2. Food Establishment Database
- 3. Food Establishment Inspection Reports
- 1. Food Handler Database
- 2. Food Handler Applications

- 1. Day Care Database
- 2. Day Care Inspection Reports
- 1. Food Borne Outbreak Investigation Reports
- 1. Number of unduplicated clients served and number of visits.
- 2. Number Health Help Desk service calls.
- 1. Case registry logs will be on file and reported to Region and Central office.
- 2. Contact investigations worksheets will be on file in client chart.
- 3. Client records and TB 400s will be kept on file

COUNCIL COMMUNICATION BUDGET

IMMUNIZATIONS (6006-HEIA08) DSHS CONTRACT #2016-001135-00

CATEGORIES	APPROVED BUD.
REVENUES	
DSHS GRANT REVENUE	\$ 230,491
PROGRAM INCOME	105,007
TOTAL REVENUES	\$ 335,498
EXPENSES	
PERSONNEL	\$ 146,506
FRINGE BENEFITS	79,588
TRAVEL	0
EQUIPMENT	0
SUPPLIES	2,937
CONTRACTUAL	0
OTHER	1,460
SUB-TOTAL	\$ 230,491
PROGRAM INCOME	105,007
TOTAL	\$ 335,498

OPHP (6007-HEOP08) DSHS CONTRACT #2016-001192-00

CATEGORIES	APPROVED BUD.
REVENUES	
DSHS GRANT REVENUE	\$ 497,072
PROGRAM INCOME	710,840
TOTAL REVENUES	\$ 1,207,912
EXPENSES	
PERSONNEL	\$ 351,005
FRINGE BENEFITS	146,067
TRAVEL	0
EQUIPMENT	0
SUPPLIES	0
CONTRACTUAL	0
OTHER	0
SUB-TOTAL	\$ 497,072
PROGRAM INCOME	710,840
TOTAL	\$ 1,207,912

HIV PREVENTION (6002-HEHP08) DSHS CONTRACT #2016-001325-00

CATEGORIES	APPROVED BUD.
REVENUES	
DSHS GRANT REVENUE	\$ 400,800
INKIND MATCH	0
TOTAL REVENUES	\$ 400,800
EXPENSES	
PERSONNEL	\$ 246,584
FRINGE BENEFITS	113,848
TRAVEL	6,070
EQUIPMENT	0
SUPPLIES	11,738
CONTRACTUAL	0
OTHER	22,560
SUB-TOTAL	\$ 400,800
INKIND MATCH	0
TOTAL	\$ 400,800

ORDINANCE 2015-O-105

AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE THREE (3) CONTRACTS FROM THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) AND AMENDING THE FY 2015-2016 CITY OF LAREDO HEALTH DEPARTMENT (CLHD) BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF \$420,658 FOR A TOTAL OF \$1,944,210 FOR THE CONTINUATION OF THE CITY OF LAREDO HEALTH DEPARTMENT'S OFFICE OF PUBLIC HEALTH PRACTICES (OPHP) SERVICES WHICH INCLUDES DISEASE CONTROL, FOOD SAFETY, ZOONOSIS AND LOCAL PUBLIC HEALTH SYSTEM SUPPORT, THE IMMUNIZATIONS PREVENTION PROGRAM AND HIV PREVENTION PROGRAM FOR THE TERM PERIOD FROM SEPTEMBER 1, 2015 THROUGH AUGUST 31, 2016.

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 immunizations to adolescents and adults, enhanced local public health infrastructures to address critical public health threats (immunizations, disease control, food safety and zoonosis control), and HIV prevention services; and

WHEREAS, DSHS contract amounts are as follows:

1) IMMUNIZATION BRANCH /LOCALS	\$230,491
2) LOCAL PUBLIC HEALTH SYSTEM*	\$497,072
3) HIV PREVENTION	\$400,800

^{*}The term period for the Local Public Health System contract is from September 1, 2016 through August 31, 2017.

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

The City Manager is hereby authorized to accept and execute contracts from the Department of State Health Services (DSHS) and amend the FY 2015-2016 City of Laredo Health Department (CLHD) budget by appropriating revenues and expenditures in the amount of \$420,658 for a total of \$1,944,210 for the continuation of the City of Laredo Health Department's Office of Public Health Practices (OPHP) Services which includes Disease Control, Food Safety, Zoonosis and Local Public Health System support, the Immunizations Prevention Program and HIV

	Prevention Program for August 31, 2016.	the term period from Sept	ember 1, 2015 through
Section 2:	Revenues and expenditures are hereby modified in accordance with the DSHS Contract (See: Attachment A).		
Section 3:	as allowable under the C with the Texas Department	eby authorized to make transfereral Provisions of the exent of State Health Service cope of work for the progra	xisting general contract s to meet the necessary
PASSED BY	THE CITY COUNCI	L AND APPROVED BY	THE MAYOR ON
THIS	DAY OF		_, 2015.
A PERINGE		PETE SAENZ MAYOR	Z
ATTEST:			Z
	GUEVARA, JR.		
CITY SECR	ETARY		
APPROVED	AS TO FORM:		
RAUL CASS	SO		
CITY ATTO	RNEY		
	K. LAUREL HALE	-	
ASSISTANT	CITY ATTORNEY		

DSHS Contract 2016-001135 Immunization
DSHS Contract 2016-001192 O.P.H.P.
DSHS Contract 2016-001325 HIV Prevention

	Annual Appropriation	Amended Appropriation	Budget Amendment
REVENUES			
Immunization	289,267	230,491	(58,776)
Immunization Program Income	112,765	105,007	(7,758)
ОРНР	248,536	497,072	248,536
OPHP Program Income	572,384	710,840	138,456
HIV Prevention	300,600	400,800	100,200
	1,523,552	1,944,210	420,658
EXPENSES			
Immunization	402,032	230,491	(171,541)
Immunization Reserve Appr.	-	105,007	105,007
ОРНР	396,762	497,072	100,310
OPHP Program Income	424,158	710,840	286,682
HIV Prevention	300,600	400,800	100,200
	1,523,552	1,944,210	420,658
Grant Revenues		1,128,363	
Local Revenues		815,847	
		1,944,210	

Final Reading of Ordinances

City Council-Regular Meeting Date: 08/17/2015

Initiated By: Jesus Olivares, City Manager

Staff Source: Jose Luis Flores

SUBJECT

2015-O-106 Authorizing the City Manager to enter into a forty (40-year) Lease Agreement with Rio Bravo Hangar, LLC, as LESSEE to construct a Hangar of approximately 20,000 sq. ft., on an approximate 1.46-acre or 63,597.60 square foot tract of aeronautical use land at the Laredo International Airport. The appraised Fair Market Annual Rent (FMR) shall be \$30,527.00 and shall be adjusted annually by changes in the Consumer Price Index and at each ten (10) year anniversary by appraisal of the leased premises excluding improvements; providing for effective date.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Mr. Gary Leyendecker of Laredo owns a fleet of helicopters and other fixed wing aircraft and operates as Rio Bravo Helicopter's, Inc. and desires to construct a hangar of approximately 20,000 square feet and other improvement.

It is estimated that Mr. Leyendecker will invest approximate \$1.5 million to construct the hangar.

This is the first hangar to be constructed at the Airport since 1985.

The proposed hangar will meet the current FBO Minimum Standards and Rio Bravo Hangar, LLC., may in the future have an option to apply for an FBO license.

COMMITTEE RECOMMENDATION

On June 16, 2015 the Airport Advisory Board considered this item and recommends approval.

STAFF RECOMMENDATION

Approval of Ordinance.

Fiscal Year: 2015

Bugeted Y/N?: Source of Funds:

Account #: 242-0000-361-2070

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Aeronautical Land Revenue \$30, 527.00 per annum.

Attachments

Rio Bravo Hangar Ord

Rio Bravo Hangar DOC

Exhibit A

Exhibit B

Exhibit C

Certificate of Corporation

ORDINANCE NO. 2015-O-106

AUTHORIZING THE CITY MANAGER TO ENTER INTO A FORTY (40-YEAR) LEASE AGREEMENT WITH RIO BRAVO HANGAR, LLC., AS LESSEE TO CONSTRUCT A HANGAR OF APPROXIMATELY 20,000 SQ. FT., ON AN APPROXIMATE 1.46-ACRE OR 63,597.60 SQUARE FOOT TRACT OF AERONAUTICAL USE LAND AT THE LAREDO INTERNATIONAL AIRPORT. THE APPRAISED FAIR MARKET ANNUAL RENT (FMR) SHALL BE \$ 30,527.00 AND SHALL BE ADJUSTED ANNUALLY BY CHANGES IN THE CONSUMER PRICE INDEX AND AT EACH TEN (10) YEAR ANNIVERSARY BY APPRAISAL OF THE LEASED PREMISES EXCLUDING IMPROVEMENTS; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Airport Manager recommends that the City Council approve the proposed lease between the City of Laredo, as LESSOR, and Rio Bravo Hangar, LLC., as LESSEE, for approximately 20,000 sq. ft., on an approximate 1.46-acre or 63,597.60 square foot tract of aeronautical use land at the Laredo International Airport, as a contract and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport.

WHEREAS, the Airport Advisory Board finds that said lease and contract are in the best interest of the Airport and recommends that the City Council approve the proposed lease; and

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Manager and of the Airport Advisory Board agrees with same.

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

<u>Section 1:</u> The City Manager be and is hereby authorized to execute a lease with Rio Bravo Hangar, LLC., as LESSEE, for approximately 20,000 sq. ft., on an approximate 1.46-acre or 63,597.60 square foot tract of aeronautical use 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.

ON THIS THE DAY OF	JNCIL AND APPROVED BY THE MAYOR, 2015.
	PETE SAENZ MAYOR
ATTEST:	
GUSTAVO GUEVARA, JR. CITY SECRETARY	
APPROVED AS TO FORM:	
BY: RAUL CASSO	
CITY ATTORNEY	

This agreement is subject to City Council approval and also constitutes a public document under the Texas Open Meetings Act, being subject to public inspection at any time hereafter.

AIRPORTFIXED BASE OPERATOR LEASE

This Lease Agreement is made and entered into in the City of Laredo, County of Webb, State of Texas, on the day of day of , 2015 by and between the City of Laredo, a municipal corporation of the State of Texas, hereinafter called LESSOR, and Rio Bravo Hangar, LLC., specifically acting by and through its managing member, Mr. Gary Leyendecker, at the Laredo International Airport, Laredo, Texas, hereinafter called LESSEE.

On the term and conditions hereinafter set forth, LESSOR hereby leases the leased premises to LESSEE and grants to LESSEE the rights, powers, licenses, and privileges provided for herein to be executed in connection with the use of said premises; and LESSEE takes and hires the leased premises and accepts said rights, powers, licenses, and privileges, and agrees to comply with and perform all the terms and conditions of this lease.

WHEREAS, the LESSOR currently owns and operates those premises known as the Laredo International Airport, sometimes referred to as "Airport" lying and situated within the incorporated limits of the City of Laredo, Webb County, Texas, and;

WHEREAS, the LESSOR has determined that it is advantageous to itself, its citizenry, and the operation of its airport to lease and demise premises located on the airport to the LESSEE together with certain rights, privileges, and uses;

NOW, THEREFORE, THE LESSOR and LESSEE for and in consideration of the covenants and agreements embodied below do hereby covenant and agree as follows:

ARTICLE I PREMISES, TERMS, RENTALS AND FEES

1.1 **DEFINITIONS**:

"Laredo International Airport" or "Airport": That certain area administered by LESSOR pursuant to Indenture from the United States of America to the City of Laredo, dated February 21, 1975, and consisting of all the area bounded by Saunders Avenue to the South, McPherson Avenue to the West, Lake Casa Blanca to the East and undeveloped land to the North, and being more particularly described in that certain Deed of Indenture filed in Volume 478 at page 471 of the Deed of Records of Webb County, Texas.

1.2 <u>DESCRIPTION OF PREMISES DEMISED:</u>

LESSOR, in consideration of the covenants and agreements embodied below does

hereby lease and demise the following described premises to the LESSEE; a tract of land containing approximately (1.46-acres) out of Block No. 1 of the Laredo Airport Subdivision Plat, as recorded in vol. 5, page 1, W.C.P.R., in the City of Laredo, Webb County, Texas which land is described by metes and bounds which is attached to this lease agreement and incorporated into same for all intents and purposes as Exhibit A. The property described above shall be referred to as the "premises".

The premises are leased in "AS IS" condition and there is no expressed or implied warranty on the condition or suitability of the leased premises.

1.3 RIGHT TO IMPROVE:

Subject to the terms, covenants and conditions embodied below, the LESSEE shall have the right, privilege and obligation to construct and maintain improvements upon the leased premises and LESSEE at its sole cost and expense shall cause to demolish the existing improvements and construct a Hangar of no less than 20,000 square feet plus an additional 1,200 square feet of properly lighted, heated, and air conditioned space for offices, public lounge, and public restrooms. LESSEE shall construct all necessary on-site improvements to enable complete functionality of the hangar, such as but not all inclusive, paved parking lot, security fencing, landscaping, utilities, etc. Furthermore, LESSEE shall install its own gate to include access controls when LESSEE constructs a driveway off Hillside Street.

1.4 <u>APPLICABILITY OF TERMS OF CONTRACT</u>:

Terms of this lease agreement are binding upon the heirs, executors, administrators, trustees and assigns of LESSEE.

1.5 TERM OF LEASEHOLD, COMMENCEMENT OF TERM, SUSPENSION:

- A. The term of this lease shall be for Forty (40) years.
- B. This lease shall commence on September 1, 2015 provided, however, that the City Manager must, prior to the execution of this lease agreement on LESSOR'S behalf, obtain the express written authority from the Mayor and City Council of the City of Laredo, Texas.

1.6 RENTAL OBLIGATION AND MODE OF PAYMENT:

A. LESSEE agrees to pay to LESSOR, an annual rental sum of legal money of the United States of America, said annual rental to be paid for and during each and every year of the original term of this lease and of any extension hereof. Each such annual rental amount of Thirty Thousand Five Hundred Twenty Seven Dollars (\$30,527.00) shall be paid by LESSEE to LESSOR, in twelve (12) equal and consecutive monthly installments of Two Thousand Five Hundred Forty Three Dollars and Ninety Three cents (\$2,543.93), each such monthly installment to be due and payable on or before the first (1st) day of each calendar month.

B. Notwithstanding anything to the contrary, the annual rental obligation effective on the tenth (10th), the twentieth (20th) and the thirtieth (30th) anniversary shall be adjusted based on twelve (12) percent of the then appraised fair market value of the leased premises excluding improvements thereon (the "Adjusted Rent"), which Adjusted Rent is to be paid as provided in Paragraph 1.6A, and such revised rental shall be adjusted annually thereafter as provided in paragraph (E) of this section. The adjusted annual rental at each of these anniversaries shall not exceed more than twenty percent (20%) from the previous years' annual rental.

Should the LESSOR and the LESSEE be unable to agree on such value by the date of each ten year anniversary, then each shall appoint one qualified real estate appraiser and the two appointed appraisers shall determine the value of the property and the fair market value shall be the average of the two appraisals provided such appraisals are within five percent (5%) of each other. In the event the two appointed appraisers are unable to agree on the value, the appraisers shall select a third qualified appraiser to value the premises and the fair market value shall then be the average of the three appraisals.

All appraisals shall comply with the Uniform Standards of Professional Appraisal Practice. As used herein "qualified real estate appraiser" shall mean an appraiser licensed in the state of Texas with experience in the Laredo metropolitan area with an Appraisal Institute Member designation of MAI. Each party will bear the cost of their own appraisals. In the event a third appraiser is selected, then each party will share the cost of said appraiser equally.

- C. For each annual period of the initial term after the first year of the initial term, and for each annual period or part thereof that this lease is hereafter extended by the parties, pursuant to the provisions of this lease, rental shall be adjusted annually on the anniversary date of this lease, (except during the tenth (10th), the twentieth (20th) and the thirtieth (30th) anniversaries when the rental will be adjusted according to Paragraph B of Section 1.06 by an amount which is equivalent to the percent change in the Consumer Price Index (CPI) of the preceding calendar year's (January-December) average, specifically defined as the Consumer Price Index (U. S. Average, All Urban Consumers, All Items) as compiled by the Bureau of Labor Statistics. This means that at the anniversary date of this lease, which is December 1, 2017, and annually thereafter, the rent will be adjusted on the percent change in the CPI of the preceding calendar year (January-December) or Five Percent (5%), whichever is less.
- D. Should the percent change in the Consumer Price Index be less than zero, then in such event, the rental obligation shall not be adjusted and the previous annual rental shall continue for the next twelve (12) month period.
- E. If publication of the Consumer Price Index shall be discontinued, the parties hereto shall thereafter accept the comparable statistics on the cost of living for the City of Laredo, Texas, as they shall be computed and published by an agency of the United States or by the

State of Texas or by a responsible financial periodical of recognized authority, then to be selected by the parties hereto.

F. Each annual rental sum calculated in the preceding paragraph shall be payable in twelve (12) equal monthly installments and each installment shall be due and payable on or before the first day of each calendar month.

1.7 LATE CHARGE:

- A. The rental sums provided for above, and such other additional charges provided for in this lease agreement shall be payable no later than the first (1st) day of each calendar month, without regard to notice, demand, setoff, deduction, defense or counterclaim.
- B. Except as otherwise provided in this lease agreement, the rental obligation of LESSEE shall be due and payable as provided in the preceding paragraphs and, shall not be affected by circumstances or occurrences, but not limited to: damages to or destruction of the demised premises or any part of them, including improvements; use restrictions or interference with any use of the demised premises or the like; claims of LESSEE against LESSOR; and notice of termination by either LESSOR or LESSEE.
- C. Should LESSEE fail to pay when due any installment of rental, or any other sum payable to the LESSOR under the terms of this Lease, then interest at the maximum legal rate then payable by LESSEE in the State of Texas shall accrue from and after the date on which any such shall be due and payable, and such Interest shall be paid by LESSEE to LESSOR at the time of payment of the sum upon which such interest shall have accrued.

1.8 AD VALOREM TAXES AND UTILITIES:

A. LESSEE agrees to pay and discharge promptly, before delinquency, any and all taxes, impositions and government charges of any kind whatsoever that may be lawfully assessed against the LESSEE or the LESSOR, with respect to the leased premises or any improvement, personal property, tools, equipment, furniture, fixtures or inventory thereon, during the term of this Lease including any extensions or option periods granted thereto and LESSEE agrees to pay for all the costs and expenses of contesting any such taxes.

In this regard, LESSEE will be responsible for all developmental costs to include utility easement relocation, extensions, and upgrades if required to service the leased premises to include water, sewer, gas, electricity, and all other utilities to be used on the premises.

1.9 FUEL FLOW FEES:

LESSEE shall pay a flowage fee of six (\$0.06) cents per gallon for all aviation fuel received by LESSEE on the leased premises. Such Six (\$0.06) cents per gallon shall be payable monthly on or before the 15th day of the succeeding month for the prior month's operation. The monthly payment shall be supported by a verified statement showing the number of gallons

received on said premises. The LESSOR reserves the right to revised or restate the fuel flow fee on an annual basis as may be authorized by City Ordinance and to charge a fuel flow age fees to commercial scheduled airlines.

ARTICLE II

INSPECTION OF PREMISES AND RECORDS BY LESSOR

2.1 INSPECTION OF PREMISES:

LESSOR hereby reserves the right to inspect at all times the leased premises and improvements and all equipment and vehicles of LESSEE used in its operations on the Airport for the purpose of determining whether or not fire and safety measures and regulations are being observed and to determine whether or not the improvements are being properly maintained in accordance with the requirements of this agreements.

LESSOR reserves the right to prohibit the operation of any vehicle or equipment on the Airport that the LESSOR reasonable determines to be in an unsafe condition. LESSOR reserves the right to require each vehicle operated on the Airport to be inspected and to obtain a permit or license authorizing such vehicle to operate on the Airport.

2.2 INSPECTION OF RECORDS:

LESSEE agrees to keep in the City of Laredo books and records of its operations, including sales of petroleum products, at the Airport, and the Manager or any authorized representative of LESSOR at any time shall have the right to inspect and audit such books and records to determine that LESSOR has received from LESSEE all monies due the LESSOR under the terms of this lease upon reasonable request.

ARTICLE III

RIGHT AND PRIVILEGES OF LESSEE

All right and privileges granted to LESSEE herein are expressly made subject to the rules and regulations established from time to time by LESSOR under the provisions of Article XXV hereof.

3.1 POSSESSION:

During the term hereof and while not in default of any of the obligation hereunder, LESSEE shall be entitled to and shall have the possession and enjoyment of the leased premises and the improvements hereon and the rights and privileges granted to it hereunder subject to the provisions hereof.

3.2 INGRESS AND EGRESS:

The following privileges of ingress and egress with respect to the Airport are hereby granted:

- 3.2.1 For LESSEE, its agents, employees, contractors and subcontractors: To the public areas of the Airport, and to those areas and facilities designated herein for the exclusive use by LESSEE or by LESSEE in common with other tenants of the Airport. This right shall extend to LESSEE'S aircraft, vehicles, machinery and equipment used in its fixed based operator's business.
- 3.2.2 For LESSEE'S guests and invitees: To areas leased exclusively to LESSEE and to areas provided for used by LESSEE, its guests and invitees in common with those of other Airport lessees and to public areas and public facilities. This privilege shall extend to vehicles of such guests and invitees.
- (c) For LESSEE'S suppliers of materials and commodities and furnishers of services: To the public areas of the Airport and to the areas and facilities leased exclusively to LESSEE and to areas and facilities provided for the common use by Airport tenants, their suppliers of materials, commodities and furnishers of services.

This privilege shall extend to vehicles, machinery and equipment of such suppliers and furnishers used in their business of furnishing such supplies and service to LESSEE.

(d) The ingress and egress provided for above shall not be used, enjoyed or extended to any person or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of LESSEE while LESSEE is not authorized to engage in or perform under the provisions hereof, unless expressly authorized by the Airport Manager.

3.3 COMMON FACILIITIES:

LESSEE, its employees, customers, invitees, contractors, and suppliers and furnishers of services, tenants and sublessees, subject to the rules and regulations and to payment of applicable fees, charges and rentals established by LESSOR from time to time, shall have the same privileges to use the public areas and facilities of the Airport as are granted to other similar persons and firms, and it is agreed that such fees, charges and rentals shall be no greater or different than those charged by the LESSOR to other fixed based operators on the airport.

3.4 REMOVAL OF PROPERTY BY LESSEE:

Subject to the provisions of Article VIII hereof, LESEE shall be entitled during the term of this lease and for a reasonable time (not exceeding thirty (30) days after its termination, and for which period LESSEE will pay to LESSOR current lease rentals) to remove from the leased premises or any part thereof all personal property of which LESSEE shall be the owner or lawful possessor, together with all trade fixtures including

tools, machinery, equipment, materials and supplies placed on the leased premises by LESSEE or by others in the right of LESSEE, subject, however, to any valid lien LESSOR may have for any unpaid rentals or amount payable by LESSEE to LESSOR hereunder (and LESSEE hereby grants such liens to LESSOR) or under any other agreement between LESSOR and LESSEE relating to the Airport or any part thereof, and provided that LESSEE shall have repaired all damage resulting from such removal to the reasonable satisfaction of LESSOR. LESSEE shall have the option of granting title to LESSOR free and clear of all liens and encumbrances of any property placed or constructed by LESSEE on the leased premises and which LESSEE is not expressly permitted to remove therefrom in accordance with the forgoing provisions of this section at any time during the term of this agreement, provides however, at the termination hereof, title to all such property shall vest in LESSOR free and clear of all liens and encumbrances.

ARTICLE IV

PREPARATION AND SUBMISSION OF PLANS FOR IMPROVEMENTS, MAINTENANCE AND REPAIR BY LESSEE

4.1 GENERAL:

A. LESSEE has represented to LESSOR during the negotiations of this Lease Contract, and now represents to LESSOR that LESSEE shall erect a hangar of a size not less than Twenty Thousand (20,000) square feet and an additional 1,200 square feet of properly lighted, heated, and air conditioned space for offices, public lounge, and public restrooms, upon the premises. This representation is a part of the total consideration of this lease.

LESSEE covenants and agrees to improve the premises by the construction of hangar of a size not less than Twenty Thousand (20,000) square feet and 1,200 square feet of properly lighted, heated, and air conditioned space for offices, public lounge, and public restrooms, and other improvements which will enhance both the value and, in LESSOR'S opinion the appearance of the premises.

4.2 <u>COMMITMENT TO CONSTRUCT, TIME PERIOD FOR COMPLETION OF CONSTRUCTIONS, EXTENSIONS AND LANDSCAPING:</u>

- A. LESSOR'S written approval of LESSEE'S plans for erection or construction of structures and improvements upon the demised premises shall constitute LESSEE'S commitment to erect and maintain same.
- B. The improvements constructed on the property shall be done in conformity with the Declaration of Covenants, Conditions and Restrictions approved by Resolution No. 2006-R-014 dated February 21, 2006, including the Architectural Design Guidelines attached as Exhibit B and incorporated by reference herein.

4.3 <u>ALTERATIONS, CONSTRUCTION OF ADDITIONAL IMPROVEMENTS:</u>

- A. Building or landscape alterations and the erection of additional structures on the demised premises shall be subject to LESSOR'S approval. Plan submissions, approval and time for completion of alterations and improvements shall be governed by the provisions of this Agreement. LESSOR'S approval shall not be withheld in an arbitrary or unreasonable manner.
- B. Any alterations to structures, landscaping or other improvements, without LESSOR'S written approval shall constitute a material breach of this lease agreement and shall constitute grounds for termination of this lease by LESSOR.

4.4 MAINTENANCE OF PREMISES AND IMPROVEMENTS:

- A. LESSEE covenants that it shall commit no waste nor shall he allow the commission of waste upon or to the demised premises.
- B. LESSEE agrees to maintain in a safe, clean well-kept and orderly condition the leased premises to include area surrounding said improvements to include right of way areas up to the street curb, being the flight-line (airside) to the East and Hillside to the South.
- C. LESSEE shall maintain and keep the improvements on the leased premises in a good state of repair and condition and in a presentable condition. The exterior finish on said improvements shall be repainted and refinished as necessary to maintain the appearance of such improvements in "as new" condition and appearance as possible. In this regard LESSEE is responsible for 100% of the maintenance and repairs to the improvements throughout the primary and any extension terms of this lease agreement.
- D. Keep at all times in a clean and orderly condition and appearance on the leased premises and all improvement thereon and all of the LESSEE'S fixtures, equipment and personal property which are located in any part of the leased premises which is open to or visible by the general public; and
- E. Provide and maintain in good operable condition at all times all obstruction lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any authority, including the City of Laredo and the Airport Manager; and
- F. Observe all regulations and requirements of insurers on the leased premise concerning the use and condition thereof for the purpose of reducing fire hazards and insurance rates on the Airport; and
- G. Repair at its sole cost any damage caused by LESSEE to paving or other surface of the premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

- H. LESSEE shall observe all regulations and requirements of insurers on the leased premises concerning the use and condition thereof for the purpose of reducing fire hazards and insurance rates on the Airport.
- I. LESSEE shall be responsible for the maintenance and repair of all utility service lines which are now located upon the leased premises and used by LESSEE exclusively, and including but not limited to service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines and sanitary sewers, and storm sewers, except lines located beneath the building floor. However, unclogging of sanitary sewers located at the leased premises shall remain LESSEE'S responsibility.
- J. LESSEE shall cause all vehicles and equipment operated by LESSEE on the Airport to be kept and maintained in safe conditions and in good repair.
- K. LESSEE shall keep mowed and in a clean condition all landscaping and grass areas within the leased premises to include up to the street curb on adjoining streets to the leased premises.

4.5 ENVIRONMENTAL

In the event that prior to construction of the proposed facilities on the subject leased premises, that soil contamination is found such that it would impede LESSEE from securing a building permit, then in such event, LESSOR shall endeavor to find an alternate construction site for LESSEE to construct the proposed facilities and this Lease shall be amended to specified a new location.

ARTICLE V USE OF LEASED PREMISES AND AIRPORT FACILITIES

5.1 ACTIVITES PREMITTED BY LESSEE:

For as long as LESSEE shall comply with the rules and regulations established from time to time by the LESSOR under the provisions of Article XXV hereof, and pays all applicable fees, rentals and charges therefor, LESSEE shall have the right but not the obligation, during the term of this lease, to conduct the following activities upon the leased premises; however, such activities shall be on a non-exclusive basis on the Airport;

- (a) The operation of aircraft, engine, and accessory maintenance, modification, overhaul and completion business.
- (b) The servicing, parking, basing and storage of aircraft of LESSEE and LESSEE'S tenants and customers.
 - (c) The sale, purchase, rental, leasing, disposal, and exchange of aircraft.

aircraft engines, electronic equipment, accessories, fuel, oil, lubricant and other aircraft parts, equipment, tools, and supplies, and the furnishing and procurement of financing of such transactions.

- (d) The manufacture and sale of aircraft parts, tools, components, accessories and other aviation products for general aviation, scheduled and non-scheduled airlines.
- (e) The ground servicing of schedule and non-scheduled airlines aircraft, said ground servicing to include, but not limited to, baggage loading and unloading, cleaning and refurbishing the aircraft for flight.
- (f) The operation of a snack or coffee bar or restaurant for LESSEE'S tenants, employees, or legitimate general aviation customers, one or more pilots' lounges, and the furnishing of food and beverage for in-flight consumption on general aviation and non-scheduled airlines aircraft only.
- (g) The conduct of ground training courses for pilots and other persons and the giving of instruction in the operation and maintenance of aircraft of all types, except that any flight training operations conducted by LESSEE on the leased premises or at or from the Airport shall be limited to primary flight training, proficiency, transitional or instrument training for pilots who are already licensed(excluding student pilot's license), and shall be conducted in strict accordance with the rules and regulations covering such operations.
- (h) The conduct of a business of furnishing non-scheduled transportation for hire of passengers and freight by air and the operation of non-scheduled air taxi or charter flights, contract flight and air leasing service. Conduct of non-scheduled or charter operations at or from the Airport shall be subject to the same conditions applicable to all other such operations at or from the Airport.
- (i) The sale of fuel, oil, lubricants by LESSEE and the servicing of general aviation, government and airline aircraft to include self-fueling. LESSEE shall not sell fuel, oil or lubricants for use in automotive vehicles licensed to operate on public roads except LESSEE may provide such products for LESSEE'S vehicles required in LESSEE'S fixed based operations.
- (j) The installation of signs advertising and business and facilities of LESSEE and the products sold by it on the Airport provided, however, the type, design, number, location, subject matter and elevation of such signs shall be subject to and in accordance with City ordinances and the requirements of Federal and State agencies having jurisdiction in the matter.
- (k) Subject to the prior approval of the LESSOR, the installation, maintenance and operation of antennas and of such electronic, communications, meteorological and aerial navigation equipment and facilities as may be necessary or convenient for the operation of LESSEE'S business, so long as the location, elevation, installations, maintenance or operation of such antennas, equipment or facilities does not interfere with operations

conducted or equipment operated by the LESSOR, the Federal Aviation Administration, or by or the use of scheduled airline carriers or other Airport public transportation operators.

- (1) The parking of automobiles of LESSEE'S tenants, employees, and legitimate general aviation customers (not the general public and not in competition with the Airport's public and employee parking facilities).
- (m) Any other use authorized by implication herein and necessary to the servicing, storage, renting, operating, repair, sale, lease and maintenance of general aviation and airline aircraft, and with the approval of the Manager, of other types of aeronautical vehicles and equipment.
- (n) The leased premises shall not be used for any activity or function other than the general aviation activities and functions and the services and sales to scheduled and non-scheduled airlines permitted by this Section 5.1 except with the prior written consent of the Manager.

5.2 RUNWAYS, TAXIWAYS AND RAMP AREAS:

LESSEE may make the same use of the runways, taxiways and ramp areas at the Airport as is permitted by the LESSOR 'S rules and regulations to other Fixed Base Operator on the Airport and at the same fees and charges for the same type of operations, aircraft and personnel.

5.3 ADDITIONAL CHARGE:

In the event the LESSOR authorizes one or more businesses to be conducted on the leased premises, or any service to be furnished therefrom or thereon, other than those authorized in Section 5.1 hereof, that is in competition with tenants, lessees or concessionaires of the LESSOR who pay to LESSOR a percentage of their gross receipts or revenues from business conducted on or from the Airport, or who pay monthly rentals, and in the event LESSEE shall furnish such service or conduct such business thereon, there shall be paid to LESSOR by LESSEE, the five percent of annual gross revenues derived from the operation of such business, the amount required by any supplemental agreement which may be executed, or the amount required by City ordinance, whichever is the greater amount.

5.4 PRESCRIBED SERVICES BY LESSEE:

LESSEE may not provide automobile rental service, limousine or ground transportation service for hire to and from the Airport and locations off the Airport, flight insurance sales, advertising (except for products and services offered for sale on the Airport by LESSEE and sublessees and tenants of LESSEE), or taxicab service, for its customers, patrons, guests and invitees, except by agreement with the party or parties authorized by the LESSOR to provide such service or conduct such operations at the Airport.

Any such service so provided shall be in accordance with the terms and provisions of the contract or other authorization by LESSOR to such party or parties to provide such service to the Airport, and the LESSOR shall receive the rental or other consideration reserved to it for granting the privilege to perform such service. Any agreement between LESSEE and any such party or parties to provide any such service to LESSEE, its customers, patrons, guests and invitees shall be subject to approval by Manager before it becomes effective.

ARTICLE VI

OBLIGATIONS OF LESSEE

OTHER REQUIREMENTS:

In addition to the other requirements imposed upon LESSEE under the provisions

- (a) LESSEE shall provide Fixed Base Operator facilities services, equipment and personnel necessary to operate them (as defined in Article XXVIII) from no less then sunrise to sunset, seven days per week.
- (b) LESSEE shall obtain and maintain in effect all Federal Aviation Administration required certificates and licenses necessary to comply with the requirements of this Agreement and provide and maintain all facilities, equipment and qualified personnel required by such licenses and certificates to provide the services and perform the functions authorized or required herein.
- (c) LESSEE shall employ trained and licensed (if required) personnel in sufficient numbers and skills to provide a high quality Fixed Base Operation. Fuel servicing personnel shall be trained in fire prevention and fighting.
- (d) LESSEE shall conduct its operation hereunder in an orderly and proper manner.
- (e) LESSEE shall take all reasonable measures: (1) To keep the sound level of its operations as low as possible; and (2) Not to produce on the Airport through the operation of machinery and equipment any electrical, electronic or other disturbance that interferes with the operation by the LESSOR, the Federal Aviation Administration or the scheduled airlines of air navigational, communication (including that used for ground transportation operations), or flight equipment on or serving the Airport or on aircraft using the Airport.
- (f) LESSEE shall, within reason, control the conduct and demeanor of its officers, agents and employees and upon objection from the Airport Manager concerning

the conduct or demeanor of any such person, shall immediately take all reasonable steps necessary to remedy the objection.

- (g) LESSEE shall remove from the Airport or otherwise dispose of in a manner provided by the Manager all garbage, debris, non-airworthy or wrecked aircraft, and other waste material (whether solid or liquid) arising out of its occupancy of the leased premises or out of its operations. LESSEE shall provide and use suitable covered metal or other rigidly and sturdily constructed receptacles for all garbage, trash and other refuse on or in connection with the leased premises which would normally fit into a receptacle. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the leased premises is forbidden. The manner of handling and disposing of trash, garbage and other refuse shall at all times be subject to City ordinances and Airport rules. LESSEE shall use extreme care when effecting removal of all such waste to prevent littering the Airport premises. LESSEE understands and agrees that leased premises may not be used as an aircraft "graveyard" or to store non-airworthy aircraft for the purpose of salvaging parts therefrom.
- (h) LESSEE shall commit no nuisance, waste, or injury on the leased premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of a nuisance, waste or injury on the leased premises.
- (i) Taking into consideration the business to be conducted on the leased premises, LESSEE shall not create nor permit to be caused or created upon the leased premises any obnoxious odor, smoke, noxious gas or vapor.
- (j) LESSEE shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on the leased premises.
- (k) LESSEE shall not overload any floor or paved area on the leased premises or the Airport and shall repair any floor, including supporting members, and any paved area damaged through LESSEE'S operations from overloading or through normal usage.
- (I) LESSEE shall not do or permit to be done any act or thing upon the leased premises: (1) Which will invalidate or conflict with any fire insurance policies covering the leased premises or any part thereof or other contiguous premises at the Airport; (2) Which may constitute an extra hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Agreement; (3) Which will interfere with the safe and efficient operation of the Airport or create any undue noise, vibration, fumes, smoke or any other condition that will be a hazard to, or unreasonably interfere with the operations of other tenants and users of the Airport.
- (m) Any liquids having a flash point of less than one hundred and ten degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the

Underwriters Laboratories. This shall not apply to underground storage of aircraft fuel for use in LESSEE'S operations under the provisions hereof nor to fuel in aircraft fuel tanks.

(n) From time to time and as may be required by the Fire Code of the City of Laredo, The National Fire Protection Handbook, prudent fire protection practices, LESSEE shall conduct pressure, water flow, and other appropriate tests of the fire extinguishing system and apparatus which constitutes a part of the leased premises.

ARTICLE VII

INSURANCE ON IMPROVEMENTS

7.1 IMPROVEMENTS CONSTRUCTED BY LESSEE:

All insurable improvements constructed on the leased premises shall be insured at all times during the term of this Agreement by LESSEE under so-called "Fire and Extended Coverage" policy or policies, issued by a responsible insurance company or companies authorized to do business in the State of Texas, on a policy from which shall specifically insure against loss or damage by fire, lightning, collision, explosion, strikes, riots, civil commotions, vandalism, malicious mischief, tornado and windstorm, and such insurance coverage shall be not less than one hundred per centum of the full insurable replacement value of such improvements. All such insurance policies shall name as insureds thereunder the LESSOR and LESSEE and provide that proceeds of such insurance shall be payable to the LESSOR. Two certified copies of such policy or replacement or renewal thereof shall be delivered to the Manager.

In the event the improvements on the leased premises are damaged or destroyed, LESSEE shall have the election of repairing or reconstructing the improvements substantially as they were immediately prior to such casualty, or in a new or modified design, or not to construct the improvements, and LESSEE shall give the LESSOR notice of its election hereunder within sixty days next following after the occurrence of such casualty. If LESSEE elects to repair or reconstruct the improvements the proceeds, if any, shall be made available to LESSEE for that purpose; if the insurance proceeds are not sufficient LESSEE agrees to bear and pay the deficiency. If LESSEE shall elect not to repair or to reconstruct the improvements, this Agreement and all of LESSEE'S and LESSOR' S unaccrued obligations hereunder shall terminate. insurance proceeds, after payment of the removal cost of all debris resulting from such damage to the premises and site restoration, shall be prorated to LESSOR and LESSEE. Such proration shall be computed by dividing the amount received by twenty and multiplying the resultant by the number of years remaining of the term as per Section 1.05. A; herein, and the amount so determined less any amounts due LESSOR by LESSEE shall be payable to LESSEE and shall not exceed its unamortized investment in the damaged or destroyed premises prorated on a straight line basis over a period from date of completion

to end of lease term. When such proration of funds has been accomplished, this Agreement shall terminate and LESSEE'S and LESSOR'S unaccrued obligations hereunder shall cease.

In the event LESSEE does not exercise its option to terminate this Agreement as above provided, the rentals provided in Section 1.06 hereof shall be proportionately abated during the period from the date of such damage, destruction or loss until the same is repaired, replaced, restored or rebuilt, but such abatement shall not exceed the actual time required for the doing of such work or one hundred eighty days, whichever is the shorter time.

In the event of damage or destruction to any of the improvements upon the leased premises the LESSOR shall have no obligation to repair or rebuild the improvements or any fixtures, equipment or other personal property installed by LESSEE pursuant to this Agreement. In the event of any such damage or destruction by fire or other casualty to the improvements on the leased premises, LESSEE at its expense, replace and repair any and all fixtures, equipment and other personal property necessary to properly and adequately continue its fixed based operation business.

7.2 **BUILDER'S RISK INSURANCE:**

During any period of construction by LESSEE on the leased premises, LESSEE shall carry a Builder's Risk Completed Value policy with an all risk endorsement in the minimum amount of two million dollars (\$2,000,000.00).

ARTICLE VIII

SURRENDER AND HOLDING OVER

LESSEE covenants that at the expiration or prior termination of this Agreement, it will quit and surrender possession of the leased premises and all improvements thereon that LESSEE is not entitled to remove under the provisions hereof, to LESSOR free and clear of any and all liens and encumbrances and in good repair and condition, reasonable wear and tear and damage by fire, act of God, the public enemy or action of the elements or by any cause not due to any act or omission of LESSEE and beyond its control excepted.

Any holding over of the leased premises or any part thereof by LESSEE after the expiration or termination of this Agreement and without the consent of LESSOR shall be on a month-to-month basis and LESSEE shall pay to the LESSOR monthly as liquidated damages one and one half the amount of monthly rentals and other payments described in Section 1.6 and Section 5.3 hereof that were in effect immediately prior to the commencement of such holding over.

LESSEE shall be deemed to have abandoned to LESSOR any trade equipment and

other property of LESSEE when, without the consent of the LESSOR, it has failed to remove from the leased premises such trade equipment and other property within thirty calendar days after the end of the term of this Agreement or after effective date of termination thereof; provided, however LESSEE shall not abandon any such equipment on the leased premises without the written consent of Manager.

ARTICLE IX

ABATEMENT OF RENTALS

LESSEE shall not be obligated to operate the leased premises or to pay rent therefor during any period of time when, through no fault or negligence of LESSEE, its sublessees, tenants, employees, agents or contractors, LESSEE is restricted in the use of the leased premises resulting in a substantial interference with LESSEE'S operation of its fixed based operator's business. In the event only a portion of the leased premises is rendered unusable by LESSEE in the operation of its fixed based operator's business as the result of any such restriction, LESSEE shall not be obligated to operate such part of the leased premises and the rent therefor during such period of restriction shall be proportionately and equitably abated. In the event that the Airport should be closed to general aviation operations for any period of time in excess of thirty days by any order or direction of the City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, the rental for the leased premises shall be abated for the period of such closing.

ARTICLE X

PAYMENT OF TAXES

LESSEE shall pay all taxes and assessment, if any, which during the term of this lease may become a lien, or levied by the State of Texas, County of Webb, or the City of Laredo and any other taxing or assessment levying bodies, upon the property of LESSEE, real, persona I or mixed, or the leased premises or any improvements thereon. The LESSOR will immediately notify LESSEE of the receipt of any tax bills or other notifications received by it with respect to the imposition, liability for, or payment of any such taxes and assessments and will promptly forward the same or two copies thereof to LESSEE. Payment of any such taxes and assessments shall be made by LESSEE directly to the authority charged with the collection of such taxes but LESSEE shall have the right to contest the amount or validity of any such tax or assessment by appropriate legal proceedings in its own name of the LESSOR. The LESSOR shall have the right to participate in legal proceedings in connection with the contest of any such taxes or assessment at LESSOR'S election, if the LESSOR is alleged to be liable for the payment of such taxes or any part thereof. LESSEE shall pay all costs and expense arising therefrom except the LESSOR'S expense for legal counsel.

ARTICLE XI

COLLECTION OF LANDING FEES

If requested by LESSOR, LESSEE agrees, at its expense, to collect landing fees specifically requested from commercial cargo aircraft operators using LESSEE'S services or leased premise, if LESSOR imposes such landing fees. Landing fees referred to herein are in addition to any fuel flowage or oil fees, are different therefrom and not to be confused therewith. As compensation for this service and LESSEE'S costs involved, LESSEE may retain the following percentages of each landing fee for the types of landing fees listed, or the maximum amounts shown, whichever is less:

LESSOR may amend its request for LESSEE to collect landing fees at LESSOR'S discretion and LESSEE will comply. Collection of landing fees will be on a cash basis or may be included on a recognized credit card charge for individual landing payments. Monthly landing fees may be billed. Under these provisions, LESSEE will make every reasonable effort to collect the above landing fees and will report immediately to the Airport Manager any person using LESSEE'S facilities failing or refusing to pay such fees. It is specifically understood collection of such fees beyond requesting payment thereof from the operator of any aircraft using LESSEE'S facilities and prompt notification of the Airport Manager of the refusal or failure by such aircraft operator to pay said fee. LESSEE will advise Manager in writing of anyone in default on landing fee payments and of circumstances and collection efforts for such action a Manager may consider appropriate in addition to any action taken by LESSEE. LESSEE will submit a monthly report together with the amount of the landing fees due, to Manager by the fifteenth day of each month for the preceding month identifying the number of aircraft for which landing fees are due to the City by landing fee category.

ARTICLE XII

RIGHTS OF ENTRY RESERVED

12.1 <u>LESSOR'S RIGHTS OF ENTRY SHALL BE AS FOLLOWS:</u>

- (a) The LESSOR, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the leased premises for the purpose of inspecting the same, for observing the performance by LESSEE of its obligations under this Agreement and for the doing of any act or thing which the LESSOR may be obligated or have the right to do under this Agreement or otherwise.
- (b) In the event that any personal property of LESSEE shall obstruct the access of the LESSOR, its officers, employees, agents, or contractors to any of the existing or future utility, mechanical ,electrical and other systems and thus shall interfere with the inspection, maintenance or repair of any such system, LESSEE shall move such

property, as directed by the City or the utility company owning and furnishing the utility service, in order that access may be had to the system or part thereof for inspection, maintenance or repair, and if LESSEE shall fail to so move such property within a reasonable period after direction from LESSOR or the utility company to do so, the LESSOR or utility company may move it and the LESSEE hereby agrees to pay the cost of such moving upon demand.

- (c) At any time and from time to time during the ordinary business hours within the six months next preceding the expiration of the term of this Agreement the LESSOR, by its agents, and employees, whether or not accompanied by a prospective lessee, occupier or user of the leased premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all part of the same.
- (d) If during the last month of the term of this Agreement, LESSEE shall have removed all or substantially all of its property from the leased premises, the LESSOR may immediately enter and alter, renovate and redecorate the leased premises and the improvements thereon; provided, however, that such activities by or on behalf of the LESSOR do not interfere with LESSEE'S use of the leased premises.
- (e) Exercise of any or all of the foregoing rights, by the LESSOR or other under right of LESSOR shall not be or be construed to be an eviction of LESSEE nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

ARTICLE XIII

PERFORMANCE BY AND RIGHTS OF LESSOR UPON DEFAULT BY LESSEE

In the event LESSEE fails, within thirty days after written notice from LESSOR, to perform any obligation required herein to be performed by LESSEE, LESSOR may enter the premises (without such entering causing or constituting a termination of this Agreement or an interference with the possession of such premises by LESSEE) and do all things reasonably necessary to perform such obligation, charging to LESSEE the cost and expense thereof and LESSEE agrees to pay to LESSOR upon demand such charge in addition to any other amounts payable by LESSEE hereunder; provided, however, that if LESSEE'S failure to perform any such obligation endangers the safety of the public or employees or property of LESSOR, or other tenants of the Airport, and city so states in its notice to LESSEE, LESSOR may perform such obligation of LESSEE at any time after the giving of such notice and charge to LESSEE to reasonable cost and expense thereof which LESSEE shall pay upon demand.

If the LESSOR elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of LESSEE to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as the result of any act or omission of LESSEE contrary to said conditions, covenants or agreements, LESSEE agrees to pay the sum or sums so paid or expense so incurred, including interest not to exceed ten per centum per annum, and the same may be added to any installment of

r ent thereafter due hereunder and the same shall be and become additional rent recoverable by the city in the same manner and with like remedies as if it were originally a part of the rent as set forth in Section 1.06 hereof.

If either party to this Agreement finds it necessary or desirable to bring any action, or to sue to recover any monies, or to enforce any obligations of the other party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees. Provided, however, that no notice of cancellation as above provided shall be of any force or effect if LESSEE shall have remedied the default prior to receipt of LESSOR'S' notice of cancellation or within the notice period LESSEE commences a process or remedying the default and diligent prosecutes the same to completion.

If LESSOR and LESSEE disagree as to LESSEE'S obligation to pay money under this Agreement, LESSEE may pay the amount demanded by LESSOR under protest and such payment shall not prejudice LESSEE'S right to recover the disputed amount if otherwise it was not due under this Agreement.

ARTICLE XIV

INDEMNIFICATION AND LIABILITY INSURANCE

14.1 INDEMNIFICATION:

LESSEE shall indemnify and hold LESSOR harmless from any and all claims, demands or causes of action, including attorney's fees arising out of or resulting from the use, occupation and possession of the leased premises by LESSEE, its agents, employees, patrons, guests and invitees. LESSEE is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and LESSOR shall in no way be responsible therefor except as may be permitted by the Constitution of the State of Texas.

14.2 FIRE AND OTHER RISK INSURANCE:

LESSEE, at his sole cost and expense shall, throughout the term of this lease, keep or cause to be kept all improvements now or hereafter located upon the leased premises insured for the mutual benefit of LESSOR and LESSEE against loss or damage by fire and against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism and malicious mischief in an amount equal to the actual replacement cost of such improvements, including costs of replacing excavations and foundations, but without deduction for depreciation (hereinafter call "Full Insurable Value"). LESSEE shall name the City of Laredo as co-payee. In the event a dispute arises as to the Full Insurable Value which cannot be resolved by agreements, an appraisal of the leased premises and improvements thereon shall be made by an appraiser selected by LESSEE and reasonably acceptable to LESSOR to determine the Full Insurable Value as defined in this provision. The resulting determination shall be conclusive between the parties for the purpose of this Section. The expense of this appraisal shall be borne by LESSEE.

14.3 OBLIGATION OF LESSEE:

During the term hereof, except as provided in Section 14.5 below, should the improvements constructed by LESSEE upon the leased premises be damaged or destroyed in whole or in part by fire or other casualty, LESSEE shall give prompt notice to LESSOR. LESSEE, at its own cost and expense, shall promptly repair, and rebuild the same to the extent as the prior value of, and a near as is practicable to the character of the buildings and improvements existing immediately prior to such damage. Such repairs, replacements or rebuilding shall be made by LESSEE and in accordance with the following terms and conditions.

- A. Prior to commencing such repairs, LESSEE shall deliver to LESSOR a set of preliminary construction plans and specifications for LESSOR'S approval. In the event the preliminary plans and specifications are disapproved, LESSEE will be notified in writing. The notice shall specify in detail the reasons for the disapproval. LESSOR shall specify the corrections to the specifications and plans.
- B. Upon approval of the preliminary plans and specifications by LESSOR shall prepare or cause to be prepared, final working plans and specifications. These shall conform to the preliminary plans and specifications. Upon completion of the final working plans and specifications, LESSEE shall submit the same to appropriate governmental agencies for approval. Upon approval by such agency and the issuance of permits for the commencement of construction, LESSEE shall deliver to LESSOR one complete set of the final working plans and specifications as approved by the appropriate governmental agencies. Changes from the preliminary plans and specifications shall be considered to be within the scope of the preliminary plans and specifications if such changes are made to comply with suggestions, requests or requirements of the governmental agencies.
- C. LESSOR may require LESSEE to furnish a performance and payment bond, and, if requested, Builder's Risk Insurance.
- D. Upon compliance with the foregoing, and after settlement shall have been made with the insurance company or companies, and said proceeds of such insurance policy or policies shall have been paid to LESSEE, LESSEE shall commence such repair, replacement or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.

14.4 INSURANCE PROCEEDS:

Upon receipt by LESSEE and LESSOR of the proceeds of the insurance policy or policies, LESSEE and LESSOR shall deposit same in an escrow account to pay for the cost of such repair, replacement and rebuilding. Such proceeds shall be disbursed by LESSEE and LESSOR during construction to pay the cost of such work.

If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, LESSEE shall

pay any additional sums required, and if the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by LESSEE.

14.5 CANCELLATION OF LEASE:

Should the improvements on the leased premises be damaged or destroyed in whole or in part by fire or other casualty during the term of this lease, LESSEE shall be relieved of the obligation to repair, replace and rebuild the same and shall have the right to cancel this lease by giving LESSOR written notice of its election to do so within thirty (30) days after the date of any such damage or destruction. In such event, this lease shall terminate as of the date of such destruction and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by LESSOR. All rents payable under this lease shall be prorated and paid to the date of such termination. The receipt of all insurance proceeds by LESSOR will relieve LESSEE from any responsibility to restore the leased premises to their former condition and their obligation relating to improvements on the premises.

14.6 CONTENTS:

Insurance on the contents of the building improvements and on the leased premises is the sole responsibility of the LESSEE.

14.7 <u>COMMERCIAL LIABILITY INSURANCE</u>:

Prior to the conduct of its operations on the Airport, LESSEE, at its sole expense, shall obtain and cause to be kept in force at all times during the term of this Agreement, liability insurance issued by a company or companies of sound and adequate financial responsibility, authorized to do business in the State of Texas, by policies meeting the requirements of the laws of the State of Texas, of the following types and minimum amounts:

Type of FBO limits	Type of Insurance	Minimum
Aircraft repair, fueling, refueling	Umbrella Liability	\$5,000,000
All Others at the City's discretion	Umbrella Liability	Not required
Repair, taxiing or towing of aircraft, or in any way having care, custody or control of third-party aircraft	Hangar keepers Legal Liability	\$2,000,000

Fueling operations, responsible for maintaining underground storage tanks

Underground Storage Tank Liability

\$2,000,000

- 1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations \$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the FBO agreement expires. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the fixed base operators' obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit.
- 2. 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.
- 3. 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.
- 4. Hangar keepers Liability insurance at minimum limits of \$2,000,000 per-aircraft/\$2,000,000 per-occurrence.
- 5. Underground Storage Tank Pollution Liability to include coverage for third-party bodily injury and property damage (on and off-site). The UST insurance shall also include clean-up, remediation, restoration costs, and other related costs and expenses. If this coverage is claims-made, the policy retro date shall be set and maintained not later than the inception date of this Agreement. This insurance shall be continuously in place during the full term of this Agreement, including any extensions or renewals thereof, and for a period of at least one year after the final termination of this Agreement. UST coverage limits shall be \$2,000,000 per-claim.
- 6. Umbrella Liability insurance at minimum limits of \$1,000,000 each-occurrence \$2,000,000 aggregate with respect to Primary Commercial General Liability, Automobile Liability, and Employers Liability.
- 7. Pollution Liability insurance at minimum limits of \$1,000,000 each-occurrence.

Any Subcontractor(s) hired by the fixed base operator shall maintain insurance coverage equal to that required of the fixed base operator. It is the responsibility of the fixed base operators to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

With reference to the foregoing insurance requirement, the fixed base operators shall specifically endorse applicable insurance policies as follows:

- 1. The City of Laredo shall be named as an additional insured with respect to General Liability, Builder's Risk Insurance, and Automobile Liability.
- 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- 3. A waiver of subrogation in favor of The City of Laredo shall be contained in the Workers Compensation and all liability policies.
- 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
- 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.
- 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- 8. FBO may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
- 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- 1. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
- 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

Upon request, FBO shall furnish The City of Laredo with certified copies of all insurance policies.

The LESSOR reserves the right to increase the amounts of insurance coverage described here-in-above, and to require any additional riders or provisions in said policies or certificates as shall be considered necessary by the LESSOR, consistent with the terms and conditions of this Lease and or Fixed Based Operator Ordinance; provided, however, such increases or additions shall not be in excess of or in addition to customary insurance coverage in the aviation industry as determined by the Airport Operators Council International. LESSEE shall immediately comply with said increase or other change.

In addition to the foregoing insurance coverage, LESSEE shall obtain and maintain in effect prior to and during construction, Builder's Risk standard "all risk" or installation floater insurance written on a completed value basis and including collapse, of not less than \$2,000,000.00 limit or in an amount not less than the projected total cost of construction of the additions and/or capital repairs as reasonably estimated by Rio Bravo Hangar, LLC.,. Copies of all LESSEE'S insurance policies and modifications shall be deposited with LESSOR no later than sixty (60) days prior to commencement of construction. It is required that the LESSOR be an additional named insured and a waiver of subrogation in favor of LESSOR.

14.8 INSURANCE POLICIES AND MODIFICATIONS:

Copies of all LESSEE'S insurance policies and modifications shall be deposited with LESSOR no later than five (5) days after the execution of this lease. In no event shall LESSEE, its employees, guests, invitees, contractors access the leased premises without first obtaining the insurance policies required by this Agreement.

ARTICLE XV

RULES AND REGULATIONS

From time to time LESSOR may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport, its services and facilities, by persons, vehicles, aircraft and equipment that in the LESSOR'S opinion will reasonably insure the safe, efficient and economically practicable operation thereof and provide for the safety and convenience for those using the Airport, and to protect the Airport and its facilities and the public from damage or injury resulting from operations on, into and from the Airport.

LESSEE agrees to observe and obey any and all rules and regulations and all other Federal, State, and municipal rules and regulations and laws and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. LESSOR reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with such rules, regulations or laws. Such rules, regulations or municipal laws of LESSOR will not be inconsistent with the terms of this Agreement nor with the valid rules, regulations, order and procedures of the Federal Aviation administration or any

other superior governmental agency duly authorized to make or enforce rules and regulations for the operation of the Airport and the operation of aircraft using the Airport.

LESSEE at all times shall be furnished a current copy of any such rules and regulations and any amendments thereto.

LESSOR reserves the right to prohibit the operation of any vehicle or equipment on the Airport that LESSOR reasonably determines to be in an unsafe condition.

LESSOR reserves the right to require each vehicle operated on the Airport to be inspected and to obtain a permit or license authorizing such vehicle to operate on the Airport and for which a nominal fee may be charged.

ARTICLE XVI

NON-DISCRIMINATION

In the use of the Airport under the provisions of this Agreement, LESSEE will not discriminate or permit discrimination against any person or group of persons because of race, color or national origin or in any manner validly prohibited by part 15 of the Federal Aviation Administration's regulations, the Federal Aid Airport Program Grant Agreements application to the Airport, and all Federal laws. In enforcing this provision, the City reserves the right to take whatever action it might be required or entitled to take. This provision is to be considered as a covenant on the part of LESSEE, a breach of which, continuing after notice by LESSOR to cease or desist, will constitute a material breach of this Agreement and will entitle the LESSOR at its option to exercise its right of termination as provided for herein.

ARTICLE XVII

CANCELLATION BY LESSOR

LESSOR in addition to any other right of cancellation herein given to it or any other rights to which it may be entitled by law, equity or otherwise, may cancel this Agreement by giving LESSEE thirty days advance written notice, to be served as herein provided, upon or after the happening of any one or more of the following events, except default on the timely payment of any money due LESSOR for which fifteen days' notice shall be given.

- (a) The filing by LESSEE of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of LESEE'S assets; or
- (b) Any institution of proceedings in bankruptcy against LESSEE and the adjudication of LESSEE as a bankruptcy pursuant to such proceedings; or
- (c) The taking of jurisdiction by a court of competent jurisdiction of LESSEE or its assets pursuant to proceedings brought under the provisions of any Federal reorganization acts; or

- (d) The appointment of a receiver or trustee of LESSE'S assets by a court of competent jurisdiction or by a voluntary agreement with LESSEE'S creditors; or
- (e) The abandonment by LESSEE of its fixed base operator business at the Airport and in this connection, suspension of operations for a period of ninety days will be considered abandonment; or
- (f) The default by LESSEE in the performance of any covenant or condition herein required to be performed by LESSEE and the failure of LESSEE to begin to remedy such default for a period of thirty days after receipt from LESSOR of written notice to remedy the same, except default in the timely payment of any money due LESSOR for which a total of fifteen days' notice will be given. Provided, however, that no notice of cancellation as above provided shall be of any force or effect if LESSEE shall have remedied the default prior to receipt of LESSOR'S notice of cancellation or within said thirty day period LESSEE commences the process of remedying the default and diligently prosecutes the same to completion.

Failure by LESSOR to take any authorized action upon default by LESSEE of any of the terms, covenants or conditions required to be performed, kept and observed by LESSEE shall not be construed to be or act as a waiver of said default or of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by LESSEE. Acceptance of rentals by LESSOR from LESSEE or performance by LESSOR under the terms, covenants and conditions herein required to be performed, kept and observed by LESSEE shall not be deemed a waiver or estoppel of any right on the part of LESSOR to cancel this Agreement for failure by LESSEE to so perform, keep or observed any of said terms, covenants or conditions.

ARTICLE XVIII

CANCELLATION BY LESSEE

In addition to any other right of cancellation herein given to LESSEE or any other rights to which it may be entitled by law, equity or otherwise, as long as LESSEE is not in default in payment to LESSOR of any amount due LESSOR under this Agreement, LESSEE may cancel this Agreement and thereby terminate all of its rights and accrued obligations hereunder by giving LESSOR ninety days advance written notice, to be served as herein provided, upon or after the happening of any of the following events:

(a) Issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the leased premises or any part thereof necessary to LESSEE'S Fixed Base Operator Business operations and which injunction remains in force for a period of a least

thirty days after LESSOR has exhausted or abandoned all appeals, if such injunction is not necessitated by or issued as a result of an act of omission of LESSEE; or

- (b) The default by the LESSOR in the performance of any covenant or condition within the control of LESSOR and herein required to be performed by LESSOR and failure of LESSOR to use its best efforts to remedy such default for a period of thirty days after receipt from LESSEE of written notice to remedy the same, said notice setting forth the default or defaults complained of; provided, however, that no notice of cancellation as above provided shall be of any force or effect if LESSOR shall have remedied the default prior to receipt of LESSE'S notice of cancellation or within the aforesaid thirty days period or during said period LESSOR commences a process of remedying the same and diligently prosecutes the same to completion.
- (c) The assumption by the United States Government or any authorized agency thereof of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as substantially to restrict LESSEE, for a continuous period of a least ninety days, from operating its Fixed Base Operator Business: or
- (d) The inability of LESSEE for a continuing period in excess of ninety days to use the leased premises or to exercise any rights or privileges granted to LESSEE hereunder and necessary to the operation of its Fixed Base Operator Business because of any law or ordinance by any governmental authority having jurisdiction over the operation of LESSEE'S business on the Airport, or because of earthquakes or other casualty (excepting fire), acts of God or the public enemy, and beyond the control of LESSEE.

LESSEE"S performance of all or part of this Agreement for or during any period or periods after a default of the terms, covenants and conditions herein contained to be performed, kept and observed by LESSOR shall not be deemed a waiver or any right on the part of LESSEE to cancel this Agreement for failure by LESSOR so to perform, keep or otherwise observe any of the terms, covenants or conditions hereof to be performed, kept and observed by LESSOR, or to be construed to be or act as a waiver by LESSEE of said default or of any subsequent default or any said terms, covenants and conditions herein contained and to be performed, kept and observed by LESSOR.

ARTICLE XIX

QUIET ENJOYMENT

The LESSOR covenants that as long as LESSEE is not in default of any provision of this Agreement, LESSEE shall and may peaceably and quietly have, hold and enjoy the premises exclusively to it during the term hereof unless sooner terminated as provided in this Agreement.

ARTICLE XX

EXCLUSIVITY

Nothing herein contained shall be deemed to grant to LESSEE any exclusive right or privilege within the meaning of Section 3.8 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, LESSEE shall have the exclusive right to possession of the leased premises.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

The following miscellaneous provisions apply:

- (a) LESSEE shall not use or permit the use of the leased premises or any part thereof for any purpose or use other than those authorized by this Agreement.
- (b) This Agreement shall be performable and enforceable in Webb County, Texas, and shall be construed in accordance with the laws of the State of Texas.
- (c) This Agreement is made for the sole and exclusive benefit of the City and LESSEE, their successors and assigns, and is not made for the benefit of any third party.
- (d) In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- (e) All covenants, stipulations and agreements in this Agreement shall extend to any bind each party hereto, and its legal representatives, successors and assigns.
- (f) This Agreement shall not become effective until the same has been fully and properly executed by both parties hereto.
- (g) The titles of the several articles of this Agreement are inserted herein for convenience only and are not intended and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

ARTICLE XXII

FIXED BASE OPERATOR'S BUSINESS IDENTITY

The name by which the business is identified and under which it is to be operated shall indicate a facility capable of serving all types of general aviation and corporate type aircraft with all services normally provided by first-class fixed base operators serving general aviation at primary commercial service airports in the United States.

It is not intended by this provision to prohibit LESSEE, its sublessees and tenants from displaying symbol, names and corporate logos identifying the products and services furnished by LESSEE, its sublessees and tenants on the leased premises. Any such signs or identification shall be subject to approval by the Manager before installation on the premises.

ARTICLE XXIII

LEASE TO FEDERAL GOVERNMENT

During the time of war or national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended, but such suspension shall not extend the term of this Agreement.

ARTICLE XXIV

ASSIGNMENT AND SUBLEASE

Subject to the provisions of Article V hereof,

- (a) LESSEE covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, or sublet the leased premises covered by this Agreement or any part thereof, provided, however, that LESSEE shall have the right to assign leased premises to any subsidiary or affiliated company thereof, upon the condition that the LESSEE hereunder shall remain liable for the full, faithful and complete performance of this Agreement, including but not limited to any and all insurance requirements.
- (b) LESSEE shall have the right to sublease a portion or the entire leased premises to others not a subsidiary or affiliated company thereof, upon the condition that the LESSEE hereunder shall remain liable for the full, faithful and complete performance of this Agreement, including but not limited to any and all insurance requirements and the payment to the LESSOR by LESSEE of an additional rent. The additional monthly rent due and payable on or before the first (1st) day of each calendar month shall be fifty (50) percent of LESSEE'S gross rent from the sublease. The additional rent herein required is in addition to LESSEE'S rental obligation as per Section 1.6 of this agreement.
- (c) Any assignment or transfer of this Agreement or any rights of LESSEE hereunder (except as otherwise permitted herein) whether it be a voluntary assignment without the consent of LESSOR, or an assignment or transfer by operation of law, shall entitle the LESSOR at its option to forthwith terminate this Agreement and re-enter upon and take possession of the leased premises and of all improvements thereupon that LESSEE is not authorized to remove under the provisions hereof, and in such event, title to all such improvements located upon the leased premises, and which may not have previously vested in LESSOR, shall ipso facto vest in LESSOR, free and clear of all liens, claims and

encumbrances.

ARTICLE XXV

RIGHTS RESERVED TO LESSOR

Nothing contained herein shall impair the right of LESSOR to exercise its governmental or legislative functions. This Agreement is made subject to the Constitution and laws of the State of Texas and the Charter of the City of Laredo, Texas, and to the provisions of the Federal Aid Airport Program Grant Agreements applicable to the Airport and its operation, and the provisions of such agreements, insofar as they are applicable to the terms and provisions of this Agreement, shall be considered a part hereof to the same extent as though copied herein at length.

ARTICLE XXVI

INVALIDPROVISIONS

In the event any covenant, condition, or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition, or provision herein contained provided that the invalidity of any such covenant, condition, or provision does not materially prejudice either LESSOR or LESSEE in its respective rights and obligations contained in the valid covenants, conditions, and provisions of this Agreement.

ARTICLE XXVII

NON-WAIVER

The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition, or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

ARTICLE XXVIII

DEFINITIONS

Except as may otherwise be provided herein, the following words and term shall have the following meanings. All other words and terms shall be deemed to have been used in their usual sense, definition and meaning unless defined elsewhere herein:

(a) <u>Federal Aviation Administration:</u> The "Federal Aviation Administration" (FAA) is that administration so designated and provided for in the Department of

Transportation Act, of October 15, 1966 (Public Law 89-670, 89th Congress, 2nd Session), and as the same may be amended, or to such other Federal Government authority or authorities or agency or agencies as may be the successors thereto or be vested with the same or similar authority.

- (b) <u>Public Areas and Public Facilities:</u> The term "Public Areas" or "Public Facilities" shall mean those areas and facilities of the Airport and the terminal buildings which are provided free of charge by LESSOR for the common use of the public.
- (c) <u>Manager</u>: The word "Manager" shall mean the Airport Manager of the City of Laredo or such other officer to whom the duties and authority of the Manager may be assigned by the City Council of Laredo or by any agency or authority which may subsequently succeed to the jurisdiction of the City over the Airport.
- (d) <u>Aircraft</u>: The word "Aircraft" shall mean any and all types of controlled airborne vehicles designed or used for transporting persons, cargo, or mail through the airspace and certificated or licensed for such use by the governmental agency or agencies so authorized.
- (e) <u>City</u>: The word "City" shall mean the governing body of the municipal corporation the City of Laredo, Texas, or such other agency, board, or authority which may succeed to the jurisdiction of City over the Airport.
- (f) Structure: Includes, but is not limited to, the foundation, load bearing walls, joists, rafters, load bearing surfaces, water pipes, drainage pipes, and air conditioning ducts.
- (g) <u>General A</u>viation: The term "General Aviation" shall mean aircraft owned and operated by private individuals, corporations, or businesses other than scheduled and non-scheduled air carriers certificated by the Federal Aviation Administration, foreign air carriers authorized by the United States Government to provide public air carrier service in the United States, and aircraft operated by any agency or department of the Federal Government.
 - (h) Fixed Base Operator:
- (i) In order to establish effective standards for such operations, a "Fixed Base Operator" is one who as LESSEE shall provide to all classes of the general aviation public, among other things as authorized by Manager, the following facilities, services and equipment on the Airport:
 - (i) Jet and aviation gasoline, oil, and lubricants, sales and servlcmg.
 - (ii) Aircraft storage, tie down, itinerant aircraft parking, and ramp assistance.

- (iii) Flight planning and clearance filing.
- (iv) Complimentary ground transportation for crews and passengers of itinerant general aviation aircraft between leased premises and the scheduled airline terminal buildings and hotel on the Airport and locations off the Airport.
- (v) Energizers, starters, loading stairs or ramps, tow-bars, tow-tractors, fire extinguishers, and other appropriate equipment normally required by general aviation users of the Airport.
- (2) Only those LESSEES on the Airport whose lease agreements specifically authorize the operation of a Fixed Base operator business may perform the above services for the public. To provide the above services and facilities, all fixed Base Operators authorized by LESSOR to establish such business on the Airport will be required to provide at LESSEE'S own expense a minimum of 20,000 square feet of hangar space, minimum of two (2) each 10,000 gallon fuel tanks, minimum of 1,400 square feet of lobby space, restrooms and pay to LESSOR a monthly FBO license fee of \$30.00.
- (3) It is specifically agreed that the standards and requirements of service to the general aviation public imposed in this agreement upon LESSEE shall constitute the minimum standards and requirements of service to the general aviation public for all Fixed Base Operators on the Airport, known as the "Airport Minimum Standards and Requirements for the conduct of aeronautical activities", attached hereto as Exhibit "B" and incorporated herein for all intents and purposes.
- (4) The following are by example but not by limitation, specifically excluded from the definition of "Fixed Base Operator":
 - (i) LESSEES of land used solely for the storage, fueling, servicing, maintaining and repair of aircraft owned or leased by such LESSEES or subsidiaries of such LESSEES.
 - (ii) LESSEES of land used principally for a major engine overhaul or modification center.

ARTICLE XXIX

FORCE MAJEURE

Neither the LESSOR or LESSEE shall be deemed in violation of this Agreement if it

is prevented from performing any of its obligations hereunder by reason of strike, boycotts, labor disputes, embargoes, shortage of material, acts of God, act of the public enemy, act of superior governmental authority, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not in its control; provided, however, that these provisions shall not excuse LESSEE from paying the rentals hereinabove specified in Section 1.04 except as otherwise provided for herein.

ARTICLE XXX

NON-LIABILITY OF INDIVIDUALS

No Manager, officer, agent or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement or because of any breach hereof, or because of its or their execution or attempted execution.

ARTICLE XXXI

REMEDIES TO BE NON-EXCLUSIVE

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the LESSOR to LESSEE at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of another remedy.

ARTICLE XXXII

REPORTS

LESSEE shall submit to the Airport Manager by the fifteenth day of each month, monthly reports for the preceding month in a form acceptable to the Airport Manager, containing by way of example and not limitation the following information:

- (a) Number and type of aircraft based on leased premises.
- (b) Gallons of fuel and oil sold to others or used in LESSEE'S equipment.
- (c) Landing fees report as required by Section XI.
- (d) Such other information as Manager may from time to time reasonably require to better understand the volume and types of operations and services being conducted and provided from the leased premises.

ARTICLE XXXIII

LESSEE INDEPENDENT CONTRACTORS

LESSEE in its operations hereunder shall act in the capacity of any independent contractor and LESSOR shall not have or be construed to have any responsibility or liability for any work, acts, or omissions of LESSEE, its agents, employees, tenants, sublessees, contractors, guests, invitees or customers.

ARTICLE XXXIV

AIR OPERATIONS AREA SECURITY

LESSEE covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan, see Exhibit C attached hereto and FAR Part 1542, as amended from time to time. Should LESSEE, through a negligent act of its own, it's tenants, subtenants, invitees or licensees allow access to the Air Operations Area and/or the Security Identification Display Area to an unauthorized person or persons, and LESSOR should be cited a penalty for the LESSEE'S breach of security, LESSEE agrees to reimburse LESSOR for any monetary penalty which may be imposed upon LESSOR by the Transportation Security Administration or it's successor agencies.

LESSEE shall provide for the security of the air operations area to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon LESSOR by the Federal Aviation Administration and the Transportation Security Administration. LESSEE will indemnify and hold harmless LESSOR, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of LESSEE'S failure to comply with this requirement.

LESSEE shall, at its own expense, provide reasonable security for the buildings and other improvements now existing or hereafter erected or installed on the leased premises subject to the approval of the Airport Manager.

ARTICLE XXXV

UTILITIES

LESSEE promises and agrees to pay for all electric energy and electric lighting, telephone service, water, and other public utility services used on the leased premises. All future extensions or alterations to the wiring system and all globes and electric lamps shall be paid for by LESSEE.

ARTICLE XXXIV

NOTICES

Any notices which are required hereunder, or which either LESSOR or LESSEE may desire to serve upon the other shall be in writing and shall be deemed served when deposited in the United States mail, postage paid, return receipt requested, addressed as follows to:

LESSEE: Rio Bravo Hangar, LLC.

P.O. Box 1827 Laredo, Tx. 78044

LESSOR: Office of the Airport Manager

Laredo International Airport 5210 Bob Bullock Loop Laredo, TX78041

Any notices to the LESSEE shall be sufficient if sent by certified mail addressed to LESSEE at the address of the leased premises or posted thereon, whether or not LESSEE shall have theretofore vacated or abandoned such premises, or by personal delivery to LESSEE, its agents or assigns.

ARTICLE XXXVII LANDING AIR OPERATION AREAS

LESSOR reserves the right, but shall not be obligated to LESSEE, to maintain and keep in repair the landing areas of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of LESSEE in this regard.

ARTICLE XXXVIII

AERIAL APPROACHES

LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building other structure on or adjacent to the Airport which, in the opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

ARTICLE XXXIX

FUEL STORAGE FACILITIES

LESSEE, as operator and/or owner of the fuel system, agrees to comply at LESSEE'S sole cost and expense with all local, state and federal rules and regulations pertaining to the handling, storage, disposal, and sale of petroleum products at the Airport.

LESSEE, as operator and/or owner of the fuel system, agrees to comply at LESSEE'S sole cost and expense with all present and future environmental rules and regulations pertaining to the testing of the fuel systems, installation of monitor and recovery wells, site monitoring, site assessment and site restoration, as may be required of LESSEE'S

operation and maintenance of LESSEE'S owned fuel storage facilities, including piping.

LESSEE agrees to provide LESSOR with activity and inventory reports as may be requested by LESSOR from time to time.

LESSEE agrees to make all the necessary maintenance and repairs, ordinary and extraordinary to the fuel storage system at LESSE'S sole cost and expense.

LESSEE agrees to purchase and maintain in effect pollution insurance in minimum amount of \$1,000,000.00 (one million dollars) and shall name the LESSOR as an added insured.

LESSEE shall have the right to select his own fuel supplier without the necessity of obtaining LESSOR'S approval therefor.

ARTICLE XL

FENCE AND ACCESS GATE

LESSEE may at LESSEE's sole cost and expense construct a temporary and permanent fence and access gate at the leased premises off Hillside Street.

ARTICLE XLI

AGREEMENT

This Agreement consists of Article I through XLI and Exhibits "A", "B" and "C". It constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the LESSOR and LESSEE. LESSEE agrees that no representation of grant of rights or privileges shall be binding upon the LESSOR unless expressed in writing in this instrument.

EXECUTED ON THIS	DAY OF	, 2015.
	CITY OF LA A MUNICIP	AREDO AL CORPORATION
	BY: JESUS OLIV CITY MANA	
ATTEST:		
GUSTAVO GUEVARA, JR.		
CITY SECRETARY		

APPROVED AS	TO FORM:
-------------	----------

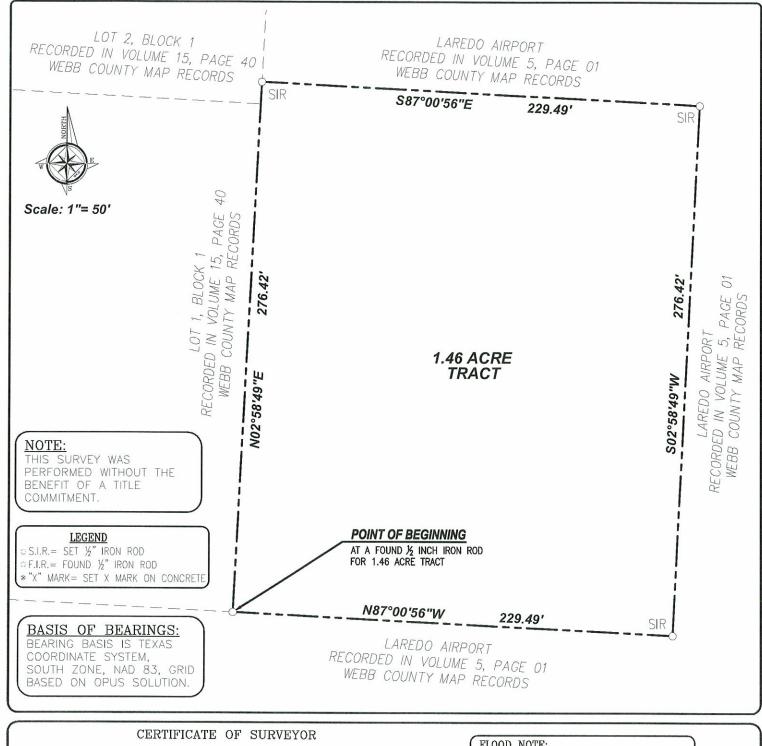
BY:______ RAUL CASSO CITY ATTORNEY

RIO BRAVO HANGAR, LLC.

Mr. Gary Leyendecker, Managing Membe

Exhibits

- A. Metes and Bounds Description & Survey
- B. 2006 Architectural Design Guidelines
- C. Excerpts Airport Security Plan



I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.

FRANCISCO ESTRADA, IV. TEXAS R.P.L.S. No. 586

FLOOD NOTE:

BY GRAPHIC PLOTTING ONLY OF THE FLOOD INSURANCE RATE MAP, SUBJECT IS <u>NOT</u> LOCATED IN A FLOOD PLAIN ACCORDING TO FIRM MAP COMMUNITY-PANEL NUMBER 48479C 1215 C DATED - APRIL 02, 2008

ADDRESS: NOT AVAILABLE

BOUNDARY SURVEY OF

A TRACT OF LAND CONTAINING 1.46 ACRES, MORE OR LESS, IN WEBB COUNTY, TEXAS, OUT OF SURVEY 1020, RAFAEL VIDAURRI, ORIGINAL GRANTEE, ABSTRACT 780, BEING OUT OF THE CITY OF LAREDO AIRPORT AS RECORDED IN VOLUME 05, PAGE 01, WEBB COUNTY MAP RECORDS.

Drawn By : FE Checked By: Approved By: FE 06/10/2015 Project No.: 8235.01 File X:\OP\8235.00\CAD\2.0 SURVEY\1.46AC TRACT.dwg



SHERFEY **ENGINEERING** COMPANY, L.L.C. (956) 791-3511

104 Del Court Suite 400 Laredo, Texas 78041

TBPE FIRM REGISTRATION No: F-3132

Exhibit "A" page 2 of 2



Sherfey Engineering Company, L.L.C.

TBPE FIRM REGISTRATION No. F-3132

104 Del Court Suite 400 Laredo, Texas 78041 PH: (956) 791-3511 FAX: (956) 791-3144

METES AND BOUNDS DESCRIPTION 1.46 ACRE TRACT WEBB COUNTY, TEXAS

A tract of land containing 1.46 acres, more or less, in Webb County, Texas, out of Survey 1020, Rafael Vidaurri, Original Grantee, Abstract 780, being out of the City of Laredo Airport as recorded in Volume 05, 01, Webb County Map Records, said 1.46 acre tract being more particularly described by metes and bounds as follows:

BEGINNING, at a found ½ inch iron rod at the southeast corner of Lot 1, Block 1, Laredo International Airport Manufacturing Facilities Subdivision, recorded in Volume 15, Pages 40, Webb County Map Records same being the southwest corner of the herein described tract;

THENCE, N 02°58'49" E, along the east line of said Lot 1, Block 1 and Lot 2, Block 1 as recorded in said Laredo International Airport Manufacturing Subdivision same being the west line of the herein described tract a distance of 276.42 feet to a set 1/2 inch iron rod, the northwest corner of the herein described tract;

THENCE, S 87°00'56" E, leaving said west line a distance of 229.49 feet to a set 1/2 inch iron rod, the northeast corner of the herein described tract;

THENCE, S 02°58'49" W, a distance of 276.42 feet to a set 1/2 inch iron rod, the southeast corner of the herein described tract;

THENCE, N 87°00'56" W, a distance of 229.49 feet to return and close at the **POINT OF BEGINNING**, containing 1.46 acres of land.

Basis of Bearing

Texas Coordinate System, South Zone, North American Datum 83, Grid Based on Online Positioning User System solution.

State of Texas §
County of Webb §

I, Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Metes and Bounds Description" was prepared from available office records and on the ground survey of the property made under my supervision.

R.P.L.S. No. 5862-Texas

06-10-15 Current Date

Exhibit "A" page 1 of 2

RESOLUTION NO. 2006-R-014

APPROVING AND ADOPTING THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, INCLUDING ARCHITECTURAL GUIDELINES, FOR ALL FUTURE DEVELOPMENT OF THE REAL PROPERTIES LOCATED AT THE LAREDO INTERNATIONAL AIRPORT AND LISTED IN SAID DECLARATION, IN THE FORM AND CONTENT SHOWN ON EXHIBIT A ATTACHED TO THIS RESOLUTION; AND DIRECTING THE CITY MANAGER TO EXECUTE THE SAME AND HAVE IT RECORDED IN OFFICIAL PROPERTY RECORDS OF WEBB COUNTY, TEXAS.

WHEREAS, the Airport Director recommends that the City Council adopt the Declaration of Covenants, Conditions and Restriction, including Architectural Guidelines,, for the future development of the real properties located at the Laredo International Airport, in furtherance of the development of the lands available for commercial use at the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport; and

WHEREAS, the Airport Advisory Committee finds that the said Declaration of Covenants, Conditions and Restrictions, including Architectural Guidelines, which declaration is attached as Exhibit A, would be in the best interest of the City of Laredo and its International Airport and recommends that the City Council adopt same; and

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Director and of the Airport Advisory Committee agrees with same.

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

Section 1: It hereby approves and adopts the Declaration of Covenants, Conditions, and Restrictions attached hereto as Exhibit A in order that such declaration be made a part of every subsequent real property conveyance, or of City development, of any of the lands presently owned by the City and described in said declaration.

Section 2: It directs the City Manager to execute the same and to have the original filed of record in the Official Property Records of Webb County, Texas.

	COUNCIL COMMUNI	ICATION	
DATE:	SUBJECT: RESOLUTION NO. 2006-		
2-21-06	Approving and adopting the Declaration of including Architectural Guidelines, for all the Laredo International Airport and listed shown on Exhibit A attached to this Resol execute the same and have it recorded in of Texas.	future development of re I in said Declaration, in the lution; and directing the (al properties located a he form and content City Manager to
INITIATED BY:	Rafael Garcia	STAFF SOURCE:	Jose L. Flores
	Assistant City Manager		Airport Director
BACKGROUND			
and make recomm Restrictions includ	ory Committee shall review architectural placendations to City Council. The intent of the ing the Architectural Guidelines is to protecure quality development.	Declaration of Covenant	s, Conditions and
The Declaration of s the basis for the	Covenants, Conditions and Restrictions inc Airport Advisory Committee to review and	luding the Architectural make recommendations	Guidelines will serve to City Council.
he airport propert	aration and Architectural Guidelines seek to es using Laredo Medical Center, University rport Passenger Terminal structures as beno	of Texas Health Science	future development of e Center-Laredo
Γ			

FINANCIAL: NONE

COMMITTEE RECOMMENDATION: The Airport Advisory Committee on January 23, 2006 considered this item and recommends approval.

STAFF RECOMMENDATION:

Approve this Resolution.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ${\bf 21st}$ DAY OF ${\bf February}$, 2006.

ELIZABETH G. FLORES
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR. CITY SECRETARY

APPROVED AS TO FORM: JAIME L. FLORES CITY ATTORNEY

BY

VALERIA M. ACEVEDO ASSISTANT CITY ATTORNEY February, 2006, at Laredo, Webb County, Texas by the City of Laredo, a municipal corporation.

Recitals:

- 1. Declarant is the owner of the following listed properties (hereinafter to be referred to as "the Property") located in Webb County, Texas:
 - A. Blocks 1,2,3,4,5,7,8,9,10,11,12,13,14,15,17,18, 19, 23, 24, 25, 26, 27, 28, 33, and part of Block 32, Subdivision Plat of Laredo Airport recorded in Volume 5, page 1, Plat Records of Webb County, Texas,
 - B. Lot 13, Block 14A, Laredo Airport Manufacturing Facilities, Phase III, recorded in Volume 15, page 22, Plat Records of Webb County, Texas,
 - C. Replat of parts of Blocks 15 and 12, recorded in Volume 15, Page 75, Plat Records of Webb County, Texas,
 - D. Lot 1, Block 6, as per replat of part of Block 6, recorded in Volume 15, Page 76, Plat Records of Webb County, Texas,
 - E. Replat of Block 5, as per Replat recorded in Volume 15, Page 39, Plat Records of Webb County Texas,
 - F. Laredo International Airpark Subdivision, as recorded in Volume 14, Page 87 Plat Records of Webb County, Texas,
 - G. Laredo Airport Manufacturing Facilities Subdivision, recorded in Volume 15, Page 40, Plat Records of Webb County, Texas,
 - H. Laredo International Airpark Subdivision, Phase II, recorded in Volume 20, Page 42, Plat Records of Webb County, Texas,
 - O.321 acre tract platted in plat recorded in Volume 15, Page 21, Plat Records of Webb County, Texas,
 - J. A parcel of 7.1468 acres described by metes and bounds in Exhibit 1 attached hereto, and,
 - K. A tract of 249.887 acres which is platted and recorded in Volume 16, Pp. 46-47 Plat Records of Webb County, Texas,

SAVE AND EXCEPT for those parts of the Property

- i owned by the United States Government;
- ii which have been leased prior to December 31, 2005, as to which parts of the Property they shall be subject to this Declaration effective from the date any such lease expires;
- iii. on which, from time to time, there may be short term leases [i.e. of less than 30 days]; and
- iv. any and all fuel farm leases.

Doc# 912928 Recorded

03/09/2006 3:28PM

BY DEPUTY
MARGIE RAMIREZ IBARRA
COUNTY CLERK

- Declarant has devised a general plan for the Property as a whole, with specific provisions
 for particular parts and parcels of the Property. This general plan provided a common
 scheme of development designed to protect and safeguard the Property over a long
 period.
- 3. This general plan will be benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
- 4. Therefore, in accordance with both the doctrines of restrictive convenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions and restrictions in furtherance of this general development plan.
- 5. Where anything in this Declaration should or may conflict with the provisions of any ordinance or regulation of the City of Laredo, then the more stringent rule or regulation shall apply.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following covenants, conditions, and restrictions.

ARCHITECTURAL GUIDELINES

1.01. The improvements constructed on the property shall be done in conformity this Declaration, including the Architectural Design Guidelines attached as Exhibit 2 and incorporated by reference herein.

DESTRUCT PARKING:

- 2.01 The Grantee shall make provision for automobile parking for the employees, visitors, and other invitees on the demised premises. No parking shall be permitted on the streets immediately adjacent to the premises.
- 2.02 The grantee shall ensure that its on-premise parking facilities are paved such that the parking facilities provide a dust-free, all-weather surface.
- 2.03 Parking shall not be permitted in the front setback area or in side setback areas facing the streets immediately adjacent to the demised premises; provided, however, visitor parking may be provided in front setback areas and side setback areas of the premises facing the street provided that such on-premise parking is screened from the street by trees or shrubbery or other screening devices approved by the Grantor.
- 2.04 Parking for handicapped persons will be provided on the property and such spaces shall be clearly designated as handicapped parking.

VEHICLE LOADING:

3.01 All provisions for loading and maneuvering of vehicles shall be conducted within the property lines of the property. On-street vehicle loading shall not be permitted. Vehicle loading shall be permitted only at the rear of buildings or, on a side provided that any side-loading facilities shall be screened from front street visibility by approved trees, shrubbery, or other instrumentality specifically approved by the Grantor.

SETBACKS:

- 4.01 All buildings shall be set back a minimum of twenty five (25') feet from the lot lines of the premises which face any street immediately adjacent thereto. The area between the lot lines and the buildings shall be landscaped. If visitor parking is provided in the front setback, all buildings shall be set back a minimum of fifty (50') feet from the lot line.
- 4.02 At least twenty (20%) percent of the required minimum front setback area and side setback area facing the street shall be landscaped and planted.
- 4.03 Side setbacks shall be a minimum of fifteen (15') feet.
- 4.04 Rear setbacks shall be a minimum of ten (10') feet from the lot line.
- 4.05 Sidewalks shall be a minimum of eight (8) feet in width along all streets abutting the property.

LANDSCAPING:

- A reasonable amount of landscaping, including the planting of ground cover, shrubs and trees and the installation of an irrigation system shall be placed on the premises. Buyer shall install and maintain landscaping including an underground utility system, and the trees planted shall be in the number required by the Land Development Code of the City of Laredo, and the size of trees at planting must be a minimum of 4" caliper.
- 5.02 Grantee will initiate landscaping prior to completion of any buildings or other improvements erected on the premises.
- 5.03 Landscaping development plans and installation of such other landscaping devices as pools, fountains, sculpture, rock arrangements, sheltered outdoor sitting areas, shall be subject to a design approval by the Grantor prior to installation.

SITE COVERAGE:

6.01 All buildings and structures, or portions of them, placed or erected on the premises, shall be prohibited from covering more than fifty (50%) percent of the total land area of the premises.

NO ABOVE GROUND PIPES OR OVERHEAD UTILITIES:

- 7.01 With the exception of hoses and movable pipes used for irrigation, water, gas, sewer or drainage pipes shall not be installed or maintained above the surface of the ground. This restriction does not apply to pipes installed or maintained within structures to be constructed on the premises.
- 7.02 Overhead utility lines are prohibited, except for existing lines

NO PORTABLE BUILDINGS:

8.01 No portable buildings or portable restroom facilities are permitted on the property, except for such as are used during the construction of improvements and only during such construction phase. Such portable buildings shall be removed promptly after completion of the construction.

SUBMISSION OF PLANS:

- 9.01 Before commencing any construction of improvements on the property, Grantee shall provide to the Declarant:
- a. A site plan at a scale not less than one inch per one hundred feet showing the relationship of the proposed improvement to the premises and to the improvements on adjacent lots, utilities, curbs, sidewalks, driveways, and parking area. The site plan shall include existing natural grade contours and the proposed grading plan(s).
- b. Floor plans at a scale not smaller than one sixteenth (1/16th) of one inch per one foot.
- c. A true architectural rendition of the proposed buildings or other structures, including parking lots and off-street parking which rendition shall include the proposed exterior color scheme, style, materials, and design and placement of signs.
- 9.02 Declarant acknowledges that any and all such plans may be reasonably modified, replaced and/or amended by Grantee, provided Grantee delivers new copies of such revised plans to Declarant as soon as said revised plans are available. Declarant's review and approval of said revised plan are required prior to any construction in accordance with said revised plans. The Declarant's failure to take action by either approving or disapproving any proposed modification of the approved drawings and specifications within sixty (60) business days after the Declarant's receipt of the proposed modification will constitute approval of the proposed modification.

REVIEW OF PLANS:

- 10.01 Preliminary and final plans and specifications for location, site, grading, storm water drainage, utilities, landscaping, color scheme, finish, design, proportions, elevations, style and architecture to be submitted to Declarant shall be subject to Declarant's sole approval. However, Declarant's approval shall not be withheld in an arbitrary or unreasonable manner.
- 10.02 To ensure compliance with this the Declaration including its architectural guidelines, Buyer and/or its successors prior to commencement of construction shall submit to Declarant for Declarant's review and approval a true architectural rendition of the proposed building or buildings and other structures, including parking lots and off-street parking which rendition shall include the proposed exterior color scheme, style, materials, and design and placement of signs. Declarant's review of architectural plans is for the sole purpose of approving the exterior aesthetics of the proposed improvements and is not intended to constitute, nor shall it be construed as constituting, approval of Buyer's engineering plans and specifications. Failure to comply with this provision by first obtaining Declarant's consent shall constitute a material breach of this covenant. Buyer agrees to submit to Declarant and Declarant agrees to review and approve or disapprove of said plans within a thirty (30) day period after date of their submission to the Seller. Declarant's review and consent of said architectural plans are required prior to any construction. The Declarant's failure to take action by providing either written approval or disapproval, of submitted drawings and specifications within thirty (30) days after the Declarant's receipt of the architectural plans will constitute Declarant's consent to the same.
- 10.03 Buyer's architectural plans and specifications shall be submitted to the Airport Director The Airport Director shall co-ordinate the review process. First, he will submit the plans and specifications to the Airport Advisory Committee for its recommendation to the City Council. Second, The Airport Director will then submit the plans and specifications to the City Council of the City of Laredo for their consideration of the recommendation of the Airport Advisory Committee, and their approval or disapproval of them.
- 10.04 Declarant's approval of Grantee's plans and specifications may be withheld for any of the following reasons:
- a. Failure to comply with this Declaration; or
- b. Failure to comply with laws and ordinances of the City of Laredo, Texas, or any of its applicable building codes.
- c. Failure to comply with the rules and regulations promulgated by the Federal Aviation Administration or its successor agencies.

10.05. Declarant shall approve preliminary plans within thirty (30) days of submission to Declarant by Grantee; in the event the Declarant fails to approve or disapprove preliminary plans within thirty (30) days, the preliminary plans shall be deemed approved. Final plans and specification shall also be subject to approval of Declarant within thirty (30) days of submission, which approval shall not be withheld, if the final plans are substantially consistent with the preliminary plans; if Declarant fails to approve or disapprove the final plans within thirty (30) days, the final plans shall be deemed approved.

RULES AND REGULATIONS:

- 11.01 Declarant may not apply to the property any rules or regulations that it promulgates after the date of the conveyance of the property to Grantee that would have the effect of delaying the construction of the improvements or make that construction more costly.
- 11.02 All improvements shall be planned and constructed in accordance with the laws and ordinances of the City of Laredo, Texas, and its applicable building codes.
- 11.03 All improvements to be erected on the premises be constructed in compliance with the rules and regulations of the Federal Aviation Administration, an agency of the United States Government, or any successor agencies.
- 11.04 Should there be any conflict between Declarant's rules and regulations, and ordinances and the rules and regulations of the Federal Aviation Administration the more stringent rule or regulation shall apply.

NOISE LEVELS:

12.01 At no point on the premises shall the sound pressure of any individual plant or operation conducted by the Grantee (other than operation of motor vehicles, aircraft, or other conveyances of transportation or air compressors, lawn mowers or other such equipment used) exceed the decibel levels in the designated octave bands shown below:

Octave Band Cycles Per Second	Maximum Permitted Sound Level In Decibels RE 0.0002 dynes/cm2
0 - 300	75
300 - 1200	55
1200 - 4800	45
4800 and above	40

NO VIBRATION OR SHOCK:

13.01. No vibration or shock perceptible to a person of normal sensibilities shall be permitted within fifty (50') feet of any property line delineating the premises.

AIR POLLUTION:

- 14.01 Any use of the premises by the Grantee which will produce smoke, gas, dust, odor, fumes, aerosols, particles, products of combustion, or other atmospheric pollutant shall be conducted within a completely enclosed building.
- 14.02 Visible emissions of smoke which exceed Ringlemann No. 1 on the Ringlemann Chart of the U. S. Bureau of Mines other than motor vehicle emissions from conveyances of transportation shall not be permitted. This requirement is applicable to trash and waste material disposal. Windborne dust, sprays and mists originating in any plants upon the premises will not be permitted.
- 14.03 No plant or operation shall discharge toxic or noxious matter into the atmosphere.
- 14.04 Emission of odors detectable at any point beyond the property line of any part of the property shall not be permitted.

ILLUMINATION:

- 15.01 The maximum height of any lighting standard shall be limited to thirty (30) feet above curb level.
- 15.02 The intensity of illumination shall be limited to 10-foot candles or 0.1 lumens per square foot for open area or surfaces visible at the property line.
- 15.03 The design and location of exterior lighting shall comply in all respects to the requirements of the Federal Aviation Administration or any successor agencies and other governmental agencies having applicable jurisdiction with respect to height, type, or placement of lighting standards as they may affect the safety of flight operations at the Airport.

NO SIGNS:

The following regulations shall apply to all commercial signs displayed for observation from outside a building whether displayed on, near or within a building:

- 16.01 Permitted Signs: Grantee's commercial signs shall be limited to those identifying the uses conducted on the site and to those necessary for directional purposes. The size, design and location of all signs shall require the written approval of the Grantor or its authorized agent prior to installation. On-premise billboards and flashing signs are not permitted.
- 16.02 No other signs: Other than those permitted under Section 16.01, no billboards and flashing signs are permitted.

- 16.03 Area and Location: With regard to permitted signs, one sign may be permitted on the front setback line of each leasehold and one sign may be attached to the side of the building which faces a public street. The sign in the front setback line shall not exceed one (1) square foot area for each linear foot of lot frontage and shall not extend more than ten (10) feet in height above the floor line of the building. An approved product or company symbol or device may be used in addition to each sign, and on the front setback line, may extend up to any point on the building. Any such symbol or device shall be considered a sign for the purpose of this Article and shall require the written approval of the Grantor prior to installation.
- 16.04 Construction: All signs shall comply with all building codes of the City of Laredo and with all rules and regulations of the Federal Aviation Administration or any other successor agencies.

OUTSIDE STORAGE PROHIBITED:

17.01 Storage of vehicles, equipment, supplies or any other items outside of the building(s) is prohibited, unless the storage area is fenced and approved by the Grantor. For the purpose of this provision, the term "storage" shall mean the placing of vehicles, equipment, supplies or any other items outside the building and which vehicles, equipment, supplies or any other items do not serve an actual day-to-day business function.

NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION:

18.01. The Grantee and its successors and assigns will complete and submit to the Federal Aviation Administration (FAA) Form 7460-1, "Notice of Proposed Construction or Alteration", and receive a favorable determination from the FAA prior to commencing any construction on the property.

ENFORCEMENT:

19.01. The Declarant shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation

SEVERABILITY:

20.01. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

COVENANTS RUNNING WITH THE LAND

21.01. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, and the owner thereof.

DURATION AND AMENDMENT

22.01 The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 50 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by the Declarant and the then owners of a least 50% of the acreage of the Property. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by the Declarant and the then owners of at least 50% of the acreage of the Property. No amendment to, or termination of, the Declaration shall be effective until recorded in the Official Property Records of Webb County, Texas.

ATTORNEYS' FEES

23.01 If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

LIBERAL INTERPRETATION

24.01 This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This declaration was approved by the City Council of the City of Laredo, that is, by the governing body of the Declarant, by Resolution No. 2006-R-014, dated

February 21, 2006, and shall be filed of record in Official Property Records of Webb

County, Texas, and a copy of same shall incorporated by reference in any deed executed by the Declarant as Grantor, conveying any part of the Property subject to the Declaration.

Executed on the Hay of February, 2006

DECLARANT, CITY OF LAREDO, a municipal corporation

Larry Dovalina
City Manager

STATE OF TEXAS

COUNTY OF WEBB

This instrument was acknowledged before my on the 28 day of February, 2006 by Larry Dovalina, City Manager of the City of Laredo, a municipal corporation, on behalf of said corporation.



Notary Public, State of Texas

STATE OF TEXAS*
COUNTY OF WEBB*

7.1468 ACRES
OUT OF AN 8.1488 ACRE TRACT
LAREDO AIRFORCE BASE ENCLOSURE
SURVEY 799
ABSTRACT 239

Field notes describing the surface only of a parcel of land containing 7.1468 acres, more or less, out of an 8.1488 acre tract of record in volume 1251 pages 26-27 Deed Records of Webb County, Texas, situated in the City of Laredo, Webb County, Texas, being a part of the Laredo Air Force Base Enclosure, as recorded in volume 478 pages 479-481 of the Deed Records of Webb County, Texas, out of Survey 799 Abstract 239 City of Laredo, Original Grantee. Herein described parcel as shown in Survey Map RG-01-2006-LA as completed for survey and more particularly described by metes and bounds as follows, to wit:

Commencing at the southeast corner of said 8.1488 also being the point of intersection of the center line of Airpark Drive as per the Plat of the Laredo International Airpark Subdivision recorded in volume 14 page 87 Plat Records of Webb County, Texas with the northerly right of way of Saunders Avenue also known as U.S. Highway 59; Thence, N88d48'18"W for a distance of 59.57 feet to a point of deflection; Thence N47d05'50"W for a distance of 28.73 feet on the westerly right of way of said Airpark Drive to a found ½ inch iron rod for the Point of Beginning located at NAD83/NAVD88 Texas State Plane 4205 Coordinate North 17082919.9 East 671115.92 referenced from USGS Control Monument "CASA" located on U.S. Highway 59;

Thence, S47°05'50"W, for a distance of 51.38 feet along the westerly right of way of said Airpark Drive to a set ½ inch iron rod for the most southerly southeast corner, hereof;

Thence, along the following points of deflection on the northerly right of way line of Saunders Street also being U.S. Highway 59 as follows:

N88°48'46"W for a distance of 24.63 feet to a set ½ inch iron rod;

N82°30'30"W for a distance of 273.18 feet to a set ½ inch iron rod;

N88°48'46"W for a distance of 142.29 feet to a set ½ inch iron rod for the most southerly southwest corner, hereof;

Thence, along the following points of deflection on the easterly right of way of Arkansas Avenue as follows:

N45°37'27"W for a distance of 56.37 feet to a set ½ inch iron rod for a point of curvature;

N00°32'00"E for a distance of 28.05 feet to a set ½ inch iron rod;

Thence 85.35 feet along an arc to the left with a radius of 545.0 feet and a delta angle of 8°58'21" and a chord bearing N03°57'11"W for a distance of 85.26 to a set ½ inch iron rod for a point of reverse curve;

Thence 71.25 feet along an arc to the right with a radius of 455.0 feet and a delta angle of 8°58'21" and a chord bearing N03°56'56"W for a distance of 71.18 feet to a set ½ inch iron rod for a point of tangency;

N00°32'00"E for a distance of 204.53 feet to a set ½ inch iron rod for a point of curvature;

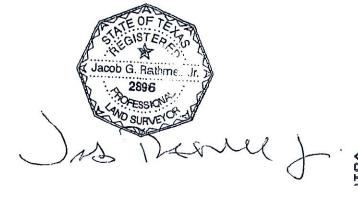
Thence 253 38 feet along an are to the right with a radius of 157 0 feet and

Thence, along the following points of deflection on the easterly right of way of Airpark Drive as follows:

S42°00'02"E for a distance of 28.29 feet to a set ½ inch iron rod; S02°59'58"W for a distance of 547.88 feet to a found ½ inch iron rod for the said Point of Beginning containing within these metes and bounds 7.1468 acres of land, more or less.

BASIS of BEARING: NAD83/NAVDD88, Texas State Plane 4205 Coordinates, Grid, Established on the ground using classical GPS methods from USGS Control Monument "CASA". Reference bearing Laredo International Airpark Subdivision recorded in volume 14, page 887, Plat Records of Webb County, Texas being the westerly right of way of Airpark Drive described as S02°32'W and determined on the ground to be S02°59'58"W as shown on this survey.

I, JACOB G. RATHMELL, JR., THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 2896, DO HEREBY CERTIFY THAT THE ABOVE FIELD NOTES ARE A TRUE AND CORRECT REPRESENTATION OF AN ACTUAL SURVEY COMPLETED ON THE GROUND IN JANUARY OF 2006 UNDER MY DIRECT SUPERVISION AND FROM OFFICE RECORDS AVAILABLE TO THE BEST OF MY KNOWLEDGE AND BELIEF WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.





Architectural Design Guidelines

for the

Development of LAREDO INTERNATIONAL AIRPORT Properties



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HISTORIC PERSPECTIVE

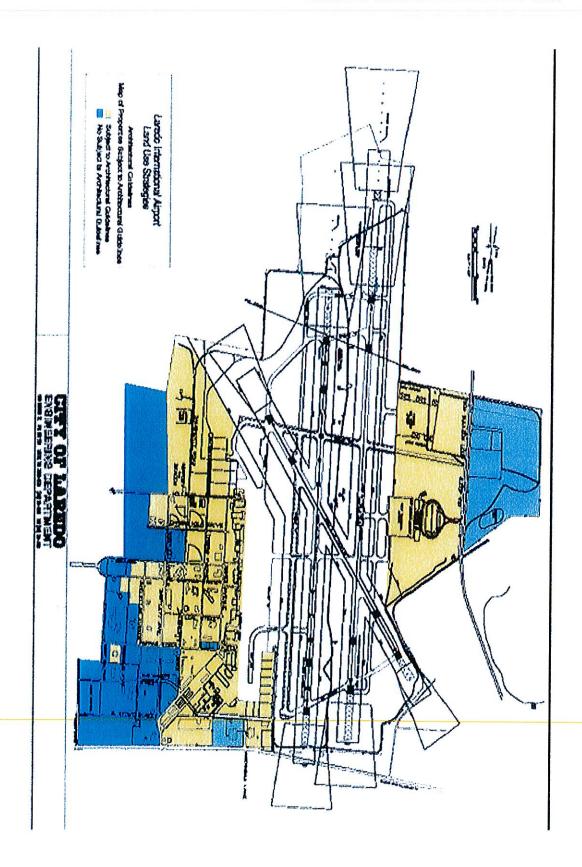
In 1755, Laredo, Texas, was a small ranching community on the Rio Grande river, similar in size to the townships in the original thirteen colonies. Eighty-one years later, Texas declared independence from Mexico, and Laredo became a major staging area for Santa Anna to launch his assault against the Alamo Mission one hundred fifty miles to the north in San Antonio de Bexar. When the Texans defeated Santa Anna in 1836 at the battle of San Jacinto near present day Houston, the Republic of Texas was formed. Laredo, however, remained under Mexican influence and declared its own independence in 1840 as the capital city of the new Republic of the Rio Grande, which included the Mexican states of Tamaulipas, Coahuila, and Nuevo Leon. In 1845, Laredo was annexed to the United States.

On May 7, 1942, the U.S. Government acquired from the City of Laredo approximately 2,085.43 acres for the construction of Laredo Army Air Corps Base. The main mission of the base was gunnery and gunnery maintenance training. The Government constructed runways and numerous facilities from 1942 to 1974. The base was initially deactivated in June 1947 and the base deeded to the City of Laredo. Subsequently on December 28, 1951 the base was leased to the government and it was reactivated as a result of the Korean conflict. In 1955 the City of Laredo deeded back to the U.S. Government the air base. The former air base was then deactivated in March 1974 during a period of base closings following the Vietnam War. Since then, the City of Laredo has operated the facility now known as the Laredo International Airport.

Approximately 309 acres were either deeded or sold to other federal, state, and county agencies or private firms. The remainder of the base was deeded to the City of Laredo by an Indenture Agreement dated February 1975.

Since 1975, the City of Laredo has embarked on major reconstruction and rehabilitation of the facilities acquired from the federal government. Runways have been reconstructed and numerous modern facilities constructed, such as, a passenger terminal, cargo aprons and warehouses, hangars, etc. Truly, the Laredo International Airport is an airport in transition from military to civilian use, from light trainer aircraft to large/heavy civilian aircraft requiring improved pavement designs.

Centrally located and conveniently assessed landside (non-aeronautical) properties are being developed for medical and commercial uses. A medical campus anchored by Laredo Medical Center and the University of Texas Health Science Center San Antonio are helping to attract other medical related investments.



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The City of Laredo's unrivaled status as an inland port has contributed to an ongoing experience of unprecedented growth, development and progress through the last decades and into the anticipated future. Consequent to this unprecedented progress the Laredo International Airport (and contiguous property available for development) now finds itself as the City of Laredo's geographic, demographic and commercial center. Landmark construction projects on airport property, such as the Laredo International Airport Terminal,



the Laredo Medical Center



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and the University of Texas Health Science Center



have established new architectural standards not only for the Laredo International Airport properties but for our entire community and the region of South Texas as well.

The future is manifesting itself with new and ongoing opportunities and challenges for the Laredo International Airport as the Airport and the City continue to address themselves to the growing prosperity at hand. A challenge and a need are perceived calling for the establishment of guidelines to maintain the standards being set. In an effort not only to maintain but improve (when possible) these new architectural standards established for the airport and its properties to be developed and taking into account the impact of existing and future development on the community and the region, this document by establishing architectural design guidelines proposes to respond to the challenge and to address this need.

ARCHITECTURAL STYLE

The existing landmark buildings on the Laredo International Airport properties mentioned above have a great architectural significance for the Airport area. Additionally, they are significant for the entire Laredo community and our geographic region as well. Laredo, once perceived as being outside of the mainstream of Texas and the U. S., is now poised in the twenty-

Architectural Design Guidelines LAREDO INTERNATIONAL AIRPORT

first century as a bridge between the United States and Latin America. The opportunities for economic and inter-cultural commerce between the U. S. and the rest of North, Central and South as well as the globe, continue to increase, and the **Laredo International Airport** with its present and future developments continues to be a major influence. Consequently, the development of the Airport properties represents a major part Laredo's emergence as an international and intercultural center for the Americas and the rest of the world, and its design will be of significant importance to all impacted.

The architectural design of future developments must be a reflection of this broad community significance. While our twenty-first century can tempt designers to experiment with futuristic styles, it is critical that the future designs in this area contribute significantly to emphasize, maintain or improve the standards already set. This emphasis suggests that future design should reflect the origins and roots of our progressing culture, within a vocabulary that is drawn from the uniqueness of Laredo.

As the Laredo International Airport properties are developed through the twenty-first Century, it is anticipated that many architectural approaches may be represented. This is appropriate, and is representative of the way that most of the architecturally notable properties in the U. S. have evolved. It is very important, however, that all of the buildings on the airport lands be compatible, and that the designers of each building give considerable attention to the architecture of their predecessor buildings, and to the context of the overall architectural texture.

The existing landmark buildings on the Laredo International Airport properties will have a great influence on the quality and character of the remainder of the Airport properties to be developed. The style that exists in the standard setting existing buildings is one which reflects the character, spirit, history and climate of Laredo, but which does so with a vocabulary that is contemporary to the beginning of the twenty-first century. The style is derived from the Spanish, French and Mexican influences that have had a major influence on the culture of Laredo, with simple, light colored walls, recessed ornamented fenestrations, and sloped roofs. The light colored buildings sit on richly colored paving surfaces in a landscape which serves as an intimate oasis in the desert. The use of light and shadow to articulate the architectural form is important. Sanctuaries from the harsh sun and heat shape the buildings. Color is bold and prevalent, but is located within the recesses, out of the direct sun. Opportunities are maximized for crafted details and reflections of historic influences.

This is a direction for the design of future Airport properties which will provide a benchmark against which to measure the design of the future buildings.

ARCHITECTURAL GUIDELINES

Architectural design of future buildings at the airport properties shall consider the region's cultural and climatic forces. These architectural guidelines and general materials palette provide direction to meet this goal. While the guidelines are drawn from the historic influences on building in South Texas and northern Mexico, they are a point of departure for the creation of a twenty-first century development for Laredo, and not a suggestion for literal historic stylistic interpretations, which would be highly inappropriate.

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Sun Control

When appropriate to program and budget parameters, covered walkways or loggias are to be included in building designs, to provide shaded walks and rest areas. These features are most important on any plaza and/or courtyard sides of the buildings. Building fenestrations will use deep overhangs, projecting cornices and/or deep-set windows for shading. Insulated glass with a high performance, low emission coating in conjunction with tinted glass will be used. Additionally, ornamental grillwork may be considered to further block direct solar heat gain at glazed openings.

Roofs

Roofs are to be low slope hipped roofs, a style that is common in the South Texas and northern Mexico architectural styles with Mediterranean influences. These roofs will add a great deal of character and color and will provide loft space for mechanical penthouses, offices, storage or other uses as the program of requirements may dictate. Mechanical equipment, even if roof mounted, is not to be visible from the ground or from any anticipated future buildings.

Flat terra cotta roofing tiles are the primary preferred roofing material. These tiles may be enhanced by the use of glazed tiles to create patterns and textures for additional architectural expression or interest. Concrete tile is inappropriate, due to fading and efflorescence over time. Barrel shaped clay tile is also inappropriate due to its identity with Southern California and tropical Latin America, neither of which is representative of Laredo.

Walls

The intense sun and sandy ochre color of the Laredo brush country inspire the use of materials which reflect light and are compatible with the color of the land. The predominant wall material should be face brick of an "FBS" (face brick standard) specification quality. Laredo has an established building tradition which uses sand faced bricks of Mexican origin. Similar materials are available today in Texas, in buff colored offerings which are of FBS Specification quality.

Sandstone, limestone and shellstone from Texas sources may be used as banding or for articulation around major doorways and windows in the tradition of either the Spanish "Plateresque" style or the French inspired state buildings of Monterrey, Nuevo Leon, Mexico.

The more major buildings should consider use of stone, as budget parameters permit. A limited use granite such as black or deep green polished granite may appropriate for column or wall base locations. Granite with a non-skid finish may also be used as paving, sills, steps and curbing, as budget parameters permit.

Following the oldest of Spanish architectural traditions, the use of ceramic tile in complex geometric patterns is suggested on vertical surfaces under all loggias or porches. These fields of patterns and colors can also be used in major lobby or public spaces within buildings.

The site landscape architecture of the airport properties shall form the settings for buildings whose individual architectural design may vary as the development evolves. To provide an effective setting for this architectural variety, it is important that the site design provide constancy through the life of the development.

Because Laredo's climate is moderate during most of the year, the heart of any site design is to be an oasis within which the building(s) sit, providing a pleasing outdoor environment for social interaction.

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To unify the developments, it is important that site design elements be drawn from the same vocabulary as the buildings. To set the style for future designs, the architecture of the existing landmark buildings and the landscape architecture should be developed as an integral whole. The building architectural elements should be reflected in site construction elements, and the buildings should be designed to acknowledge possible plazas, courtyards and pedestrian ways that will provide a unifying structure.

Paved Surfaces

The plazas and courtyards are to provide a richly colored surface upon which light colored buildings sit. Appropriate paving materials will be brick which complements the building brick or stone, "Cantera" stone, exterior grade porcelain tile and the higher quality range of pre-cast concrete unit pavers. For walkways, minor plazas and courtyards, these materials may be used primarily as accents instead of field paving, with fields being concrete with sandblasted and exposed aggregate finishes. Special paving in roadways at pedestrian crossings, entries and other accent areas should be pre-cast concrete unit pavers, with patterns, colors and detailing to reflect plaza and courtyard paving treatments.

Site Structures

The site structures, such as gateways, fences, seat walls, sign walls, etc., are to reflect the architecture of the buildings to be designed. They should draw from the same Spanish, French and Mexican influences as the building architecture, and should reflect the same materials and detailing.

Site Furnishings

Outdoor seating with will be part of the hard-scape design should be designed predominantly with seat walls. The slope of the sites shall provide gradual, but measurable drops across buildings that will allow changes of grade to be taken up with low retaining walls. These walls should reflect the architectural detailing of the adjacent buildings, with caps at comfortable seating heights of 15 to 18 inches. Other necessary site furnishings, such as sign structures, trash receptacles, bicycle racks, etc., will be primarily catalog items, though these must be carefully selected to reflect the architectural style of the future designs.

Water Features

Within the exterior spaces, i.e. courtyards, fountains will be very important elements. Exterior spaces should have a fountains or water features (as long as they do not constitute an attractive nuisance), to the extent that budget parameters permit. The fountain mechanics should be simple, with submersible pumps for ease of maintenance. The desired effect is for fountains that provide a relaxing focal point , and a soothing background sound and not necessarily for fountain gymnastics.

PUBLIC ART

The use of "appropriate" public art in exterior settings is highly encouraged.

PLANT MATERIALS

The following representative list of plant materials when used may provides a "green" environment, rather than a desert landscape, with plant materials which are hardy in Laredo, have low or moderate water and maintenance requirements, and includes a high proportion of

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xeriscape and native plants. The final plant pallette should be compatible with these requirements, and with the plant materials on this list.

The following list of plants is presented in three categories;

- 1. Green Zone the landscaping area closest to the building(s).
- 2. Natural Buffer zone the landscaping area between the green zone and the margins of existing vegetation where appropriate.
- 3. Xeriscape zone the landscaping area between the fringes of the natural buffer zone and the existing vegetation. This list includes only plants that are native to the existing area.

Green Zone	Shade Trees	Pecan	Carya illinoensis	
		Montezuma Cypress	Taxodium distichum	
		-71	'Montezuma''	
		Texas Red Oak	Quercus texana	
		Live Oak	Quercus virginiana	
	Ornamental	Texas Madrone	Arbutus texana	
	Trees	Redbud	Cercis canadensis	
		Mexican Olive	Cordia boissieri	
		Yaupon	llex vomitoria	
		Crape Myrtle	Lagerstroemia indica	
		Eldarica Pine	Pinus eldarica	
		Mexican Plum	Prunus mexicana	
		Texas Palmetto	Saba/ texana	
		Texas Mountain Laurel	Sophora secundiflora	
		Mexican Fan Palm	Vlhshingtonia robusta	
	Charak a	D CV		
	Shrubs	Dwarf Yaupon	llex vomitoria 'nana'	
		Firecracker	•	
		Dwarf Crape Myrtle	Lagerstroemia indica 'nana'	
		Texas Sage	Leucophyllum frutescens	
		Ligustrum	Ligustrum lucidum	
		Nandina	Nandina domestica	
		Oleander	Nerium oleander	
		Indian Hawthorne	Raphiolepis indica	
	Vines	Bougainvillea	Bougainvillea sp.	
		Trumpet Vine	Campsis radicans	_e m
		Fig Ivy	Ficus pumila	õ
		Carolina Jessamine	Celsemium sempervirens	
				Volume
· · · · · · · · · · · · · · · · · · ·		Hedera helix	ı u	
			Liriope muscari	N C
			Lonicera sempervirens	ር ይ 4
			Ophiopogon japonicus	\$
		Asian Jasmine	Trachelospermum asiaticum	Comp.
	Grass	San Augustina Grass		D A
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		Bermuda grass (Approropriate) new hyb		
		(Approrapriate) new nyo	nta grass	ಣ 4 ಟ
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Hesperaloe parvifolia

llex vomitoria 'nana' Eeucophyllum frutescens

Nerium oleander

Natural Buffer Zone	Shade Trees	Guajillo Huisache Guyacan Mesquite	Acacia barlandieri Acacia farnesiana Porlieria augustifolia Prosopis juliflora
	Shrubs	Algerita(Agarita)	Berberis trifoliolata (Mahonia trifoliolata)
		Creosote Bush	Larrea tridentata
		Texas Sage	Leucophyllum frutescens
		Yucca	Yucca constricta
	Cacti	Pencil Cactus	Opuntia leptocavlis
		Prickly Pear	Opuntia lindheimeri
Xeriscape Zone	Shade Trees	Huisache	Acacia farnesiana
		Honey Locust	Gleditsia triacanthos
		Texas Ebony	Pithecellobium flexicaule
		Mesquite	Prosopis juliflora
		Soapberry	Sapindus drummondii
	Ornamental	Desert Willow	Chilopsis linearis
	Trees	Possumhaw	Ilex deciduas
		Yaupon	Ilex vomitoria
		Eldarica Pine	Pinus eldarica
		Guayacan	Porlieria augustifolia
		Mexican Plum	Prunus mexicana
		Texas Palmetto	Sabal texana
		Texas Mountain Laurel	Sophora secundiflora
		Mexican Fan Palm	Vlhshingtonia robusta

Red Yucca

Texas Sage Oleander

Dwarf Yaupon

Shrubs

Chapter 1: General

1.1. Applicability:

This Airport Security Program (ASP) focuses on the responsibility of Laredo International Airport (LRD) to comply with the rules contained in 49 Code of Federal Regulations (CFR) part 1542. This regulation is applicable to airport operators within the United States (U.S.) regularly serving operations of aircraft operators and/or foreign air carriers under 49 CFR § 1544.101(a)(1) or 1546.101(a), as well as airport operators receiving Security Directives (SD) or Information Circulars (IC). Additionally, this ASP applies to each individual who receives information from an SD or IC issued by a designated official for Civil Aviation Security.

The measures contained in this ASP must be complied with in accordance with 49 CFR, Transportation Security Regulations, §1542.101(a). LRD shall ensure that the measures contained in this ASP are implemented to provide for the safety and security of persons and property on aircraft operating in air transportation against any acts of criminal violence, aircraft piracy and the introduction of any unauthorized weapon, explosive or incendiary onto an aircraft. LRD shall ensure that employees and representatives conducting security procedures on its behalf comply with the provisions of this program.

1.2. General: Laredo International Airport is the official name of the airport for which this program is designed. LRD is the identifier for Laredo International Airport, and shall be referred to as such throughout this Security Program.

LRD is designated as a Category III airport.

The mailing address and telephone numbers for Laredo International Airport are:

Laredo International Airport (LRD) 5210 Bob Bullock Loop Laredo, Texas 78041

Administrative Office telephone:

(956) 795-2000

Airport Police/Safety telephone 24 hours: (956) 286-0597 or (956) 285-1701



- **1.3. Airport Administration:** LRD is owned and operated by the City of Laredo. Mr. Jose L. Flores, Airport Manager, is responsible for the overall administration and operation of LRD. The Airport Security Coordinator (ASC) is responsible to the Airport Manager for the security of LRD under this Plan. The Airport Police Chief and Airport Police Supervisors are responsible to the Airport Operations Manager for the administration of Airport Police/Public Safety, and carrying out the procedures and policies contained in this Plan. **Appendix A**
- **1.4. Airport Description:** LRD is a small origin and destination airport enplaning approximately 100,000 passengers annually. LRD has a system of three runways and associated taxiways. There are three general ramp areas at LRD general aviation/cargo ramp, east cargo ramp, and commercial/passenger aircraft operator ramp.

Runway headings, lengths and widths are as follows:

NW-SE Runway 14/32: 5,927' x 150' N-S Runway 17R/35L: 8,742 x 150' N-S Runway 17L-35R: 8,200' x 150'

LRD is located in Webb County, within the Laredo city limits, north of State Highway 59 and approximately eight (8) miles northeast of downtown Laredo. The airport is situated on 1,900 acres of comparatively flat land, free of wooded and water areas. There is a golf course and lake east of the airport along Bob Bullock Loop (Loop 20) as depicted in **Appendix B-1**.

A United States (U.S.) Customs Border Protection (CBP) Detention/Processing Center is located approximately 1 1/2 miles southeast from the Airport's southeast boundary.

Geographical coordinates of the Airport Reference Point are:

Latitude: 27°, 32', 41.96" Longitude: 99°, 27', 40.54"

Elevation: 508 ft.

LRD consists of all the area bounded by Saunders Avenue to the South, McPherson Avenue to the West, Casa Blanca Lake State Park and the County Golf Course the East and Southeast, and undeveloped land to the North.

The LRD landside/airside perimeter is comprised of fencing, the LRD terminal and other tenant buildings. Chain link mesh fencing, no less than 8 feet in height, topped with three strands of outbound barbed wire surrounds the entire LRD perimeter. Approximately fifty percent (50%) of the perimeter fencing is anchored with concrete footing. Vehicle gates and building doors that provide access to the LRD airside Secured Area and AOA are outfitted with access controls.

Signs prohibiting access to other than authorized persons are posted at all gates of the perimeter fence. Additional signs have been posted between the gates of the perimeter fence at 200 foot intervals (approximate) so that signs are visible when the fence is approached. All doors, providing access from a public to Security Identification Display Area (SIDA) are posted with TSA provided "Direct Access" signage. All doors providing access from public to the Sterile Area are posted with TSA provided "Direct Access" signs and doors located within the Sterile Area that access the Secured Area have been posted with signs. A sample of perimeter signage (fence, gates and doors) along with dimensions and a brief description is provided in **Appendix C**.

LRD does not have any Exclusive Area Agreements in effect.

LRD does not have any Tenant Security Programs; however, the United States (U.S.) Customs Border Patrol (CBP) Station is located on a portion of the first floor of the Terminal building, and is under CBP control. Access to the facility is restricted to CBP personnel and other staff who has been properly vetted by CBP. Authorization for access to this area is annotated with a hologram on the front of the LRD SIDA badge.

1.5. Airport Activity:

Hours of Operation: LRD operates 24 hours a day, 365 days per year. The Air Traffic Control Tower operations at LRD are as follows, 365 days per year and with the following schedule:

Monday-Friday: 4:00

4:00 a.m.-12:00 a.m.

Saturday:

5:00 a.m.-11:30 p.m.

Sunday:

5:00 a.m.-11:30 p.m.

A listing of LRD aircraft operators, air carriers and tenants to include cargo operators, fixed base operators, and any military units is attached to this ASP. The list includes the name of the aircraft operators, average number of daily departures and average number of enplaned passengers. It also lists each activity that affects security to include annotating those entities on or adjacent to a Secured Area at LRD. This Appendix will be reviewed no less than annually and updated as changes occur. TSA will be notified of changes. **Appendix D**

1.6. ASP Requirements: LRD has a complete program in accordance with49 CFR § 1542.103(a). LRD shall maintain at least one copy of its TSA-approved ASP and make it available to TSA upon request. The program may be maintained as either an electronic document, hard copy, or both. LRD shall restrict the distribution, disclosure, and availability of Sensitive Security Information (SSI) to person with a "need to know" and refer all requests for SSI by other persons to TSA. Because the ASP contains SSI, LRD must place the following standard Part 1520 caveat on the bottom of each page of the ASP (including the title page):

SENSITIVE SECURITY INFORMATION

WARNING: THIS RECORD CONTAINS SENSITIVE SECURITY INFORMATION THAT IS CONTROLLED UNDER 49 C.F.R. PARTS 15 AND 1520. NO PART OF THIS RECORD MAY BE DISCLOSED TO PERSONS WITHOUT A "NEED TO KNOW," AS DEFINED IN 49 C.F.R. PARTS 15 AND 1520, EXCEPT WITH THE WRITTEN PERMISSION OF THE ADMINISTRATOR OF THE TRANSPORTATION SECURITY ADMINISTRATION OR THE SECRETARY OF TRANSPORTATION. UNAUTHORIZED RELEASE MAY RESULT IN CIVIL PENALTIES OR OTHER ACTION. FOR U.S. GOVERNMENT AGENCIES, PUBLIC DISCLOSURE GOVERNED BY 5 U.S.C. 552 AND 49 C.F.R. PARTS 15 AND 1520.

LRD shall maintain an ASP Distribution List as part of its ASP. The ASP Distribution List shall accurately reflect at minimum: the number of ASP copies available, whether copies are electronic or hardcopy, the responsible person having access to the ASP, and the location where each copy is stored. Any electronic version of the LRD ASP must be password protected.

If any provisions of this ASP conflict with a federal statute, regulation, or TSA Security Directive, that statute, regulation or directive shall supersede that ASP provision. To the extent that this ASP imposes a more stringent requirement, then such requirement shall not be considered in conflict with any statute, regulation, or directive.

LRD shall submit its ASP and any amendments to its approved ASP to TSA in accordance with 49 CFR § 1542.105. In general, any ASP amendment proposed by LRD shall be submitted to TSA no later than 45 days prior to the proposed date of implementation, unless otherwise agreed upon by LRD and TSA.

Whenever TSA issues an amendment to the LRD ASP, TSA shall provide LRD with notice in writing of the proposed amendment, fixing a period of no less than 30 days within which the airport operator may submit written information, views and/or arguments regarding the proposed amendment. If TSA adopts the amendment, LRD has 15 days to petition for reconsideration, otherwise the TSA amendment will become effective 30 days from the date of issuance.

In the event that there is a need to issue an Emergency Amendment, TSA may issue an amendment, effective without stay on the date the airport operator receives the notice. LRD may file a petition for reconsideration; however, this does not stay the effective date of the Emergency Amendment.

Once the LRD ASP has been approved by TSA, any changes to security measures or procedures contained in the LRD ASP shall require notification to TSA. Changed conditions are generally considered to be unforeseeable incidents and would not include planned activities. Such changes will include but are not limited to:

- Access controls,
- Training to include SIDA training,
- Layout or physical structure of any area under the control of the airport operator, an aircraft operator/foreign air carrier used to support the screening process, access, presence or movement control functions, or
- Staffing, such as changes to the ASC designation or contact information

LRD shall notify TSA of any changed condition no more than 6 hours after the discovery of any changed condition as described in 49 CFR § 1542.107(a). LRD must advise TSA of all interim measures being taken to maintain adequate security until an appropriate amendment to the ASP can be approved. For any changed condition expected to last less than 60 days in duration, LRD must forward information contained in 49 CFR § 1542.107(b) to TSA in writing within 72 hours of the initial notification made by LRD. Once interim measures are approved by TSA, this written notification shall become part of the LRD ASP for the duration of the changed condition.

Any changed condition expected to last 60 days or longer will require LRD to submit the information outlined in 49 CFR § 1542.107(b) to TSA in the form of an amendment to the LRD ASP, as required by 49 CFR § 1542.105. Even when a changed condition is expected to last 60 days or longer, LRD must still make the initial notification to TSA of the changed condition within 6 hours of discovery.

1.7. TSA Inspection Authority: This section outlines the regulatory authority for Transportation Security Inspectors (TSI's), and other personnel to conduct security inspections, investigations, tests and other duties. Title 49 U.S.C. §114(f), authorizes the TSA Under Secretary to conduct inspections, investigations, tests, and other such duties relating to transportation security as the Under Secretary considers appropriate to ensure the security of the civil aviation transportation system. This section of the regulation clarifies that general authority.

In accordance with 49 CFR § 1542.5(a)(1) and (2), LRD shall allow TSA at any time or place to make any inspections or tests, including copying records, to determine compliance. At the request of TSA, LRD will provide evidence of compliance with Part 1542 and the ASP, to include providing copies of records. TSA may enter and be present within Secured Areas, Air Operations Areas (AOAs) and Security Identification Display Areas (SIDAs) without access media or identification media issued or approved by LRD in order to inspect or test compliance or perform other such duties as TSA may direct. At the request of TSA and upon completion of SIDA training as required in this ASP, LRD will promptly issue to TSA personnel access and identification (ID) media to provide TSA personnel with unescorted access to, and movement within, Secured Areas, AOAs, and SIDAs.

- **1.8. Alternate Means of Compliance:** LRD is not implementing any alternate security measures.
- 1.9. Airport Security Consortium: LRD shall conduct quarterly airport security consortium meetings that should include all airport users having security responsibilities. The purpose of LRD consortium meetings is to review and discuss security program requirements, to include applicable Security Directives (SDs), Information Circulars (ICs) and any amendments impacting airport security. Additionally, these consortium meetings shall be utilized to disseminate potential weaknesses identified during internal and/or external inspections. LRD shall maintain sign—in sheets and minutes of meetings.

Chapter 2: Reserved

All unaccounted for IDs and/or vehicle decals must remain on the Stop List until the media is either expired or recovered. LRD shall maintain copies of Stop Lists for no less than 180 days, and Stop Lists shall be made available to TSA for review upon request.

8.7. Stop-Wait and Piggybacking: Any person accessing the LRD SIDA and/or Sterile Area must carry-out "stop-wait" procedures to ensure no person or vehicle "piggybacks" behind them. Each individual to whom LRD has issued access media, proximity card, or key, must carry out these procedures to prevent any other person or vehicle from gaining unauthorized access. If unable to prevent unauthorized access (a forced entry behind the authorized person), individuals shall report the incident immediately to LEP or a supervisor. No person may loan their access media or allow another individual to use their access media to gain access to the LRD SIDA and/or Sterile Area. Failure to carry-out "stop-wait" procedures and/or failure to secure an access point may result in LRD taking action against the individual and/or employer in accordance with the LRD PEP. Misuse of LRD access media and/or airport issued ID is grounds for LRD to revoke authorized access and/or presence. **Appendix H**

- .6. Stop Lists: On a monthly basis or whenever LRD cannot account for any access media to include CCAS proximity cards, keys, and/or vehicle decals, LRD shall issue Stop Lists to each tenant and to any person assigned patrol duties. Stop Lists will be dated with the Month and Year to ensure that the current Stop List is being utilized. Stop Lists shall be used as part of the LRD access control system. Stop Lists shall be used to assist the airport in identifying percentages of unaccounted for LRD ID and/or vehicle decals. At a minimum, LRD Stop Lists shall contain the following:
 - Name of employee,
 - ID or vehicle decal number,
 - ID designation (color),
 - Vehicle tag number (when applicable)
 - ID expiration date

Chapter 15: Public Advisories

- **15.1. General Description:** In accordance with 49 CFR § 1542.305, LRD shall carryout the following notification procedures when so advised by TSA.
- **15.2. Signage**: Whenever TSA advises the LRD, either orally or in writing, that the Secretary of the Department of Homeland Security has determined that a foreign airport does not maintain and administer effective security measures, and has further determined that either: (1) the foreign airport has failed to bring the security measures in use at that airport up to standards used by the Secretary in assessing that airport; or (2) a condition exists that threatens the safety or security of passengers, aircraft, or crew traveling to or from the foreign airport, LRD shall immediately coordinate with the FSD to ensure the appropriate placement of signage.

At a minimum, LRD shall ensure the following notice is posted at the screening checkpoint point, the ticket counters and any other location designated by TSA.

PUBLIC NOTICE
United States of America
Department of Homeland Security
Washington, D.C.

THE DEPARTMENT OF HOMEL	AND SECURITY (DHS) is unable to determine whether
international airport in	that serve as the last point of departure for non-
stop flights to the United States r	maintain and carry out effective security measures. This
notice is being issued because th	e Transportation Security Administration (TSA) has been
unable to assess whether thes	se airport meet the security standards adopted by the
International Civil Aviation O	rganization (ICAO), as mandated by 49 U.S.C. 44907.

This notice will be posted within the timeframe designated by TSA, and will be maintained until advised by TSA that posting is no longer required. Thereafter, this notice shall be removed and no longer displayed.

- **15.3. Announcements**: In coordination with aircraft operators, LRD shall continue to make routine public announcements advising all passengers to:
 - Closely control baggage and packages so to prevent transporting dangerous items without your knowledge.
 - Please report unattended items and suspicious individuals or suspicious activity to an airport police officer or to a TSA representative.
 - TSA has limited the items that may be carried through a screening checkpoint. Please, check with your air carrier for further information.

Announcements shall be made a minimum of every 30 minutes starting no less than 2 hours prior to the start of flight operations at the beginning of each day and shall continue until the last departure of the day. Public announcements will be made within the LRD ticketing area and the Sterile Area to best ensure all passengers have a reasonable opportunity to receive the information.

Corporations Section P.O.Box 13697 Austin, Texas 78711-3697



Carlos H. Cascos Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

RIO BRAVO HANGAR, LLC File Number: 802262403

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 07/28/2015

Effective: 07/28/2015



Cull -

Carlos H. Cascos Secretary of State

Phone: (512) 463-5555 Prepared by: Lisa Sartin Come visit us on the internet at http://www.sos.state.tx.us/ Fax: (512) 463-5709 TID: 10306

Dial: 7-1-1 for Relay Services Document: 618580690002 City Council-Regular

Meeting Date: 08/17/2015

Initiated By: Cynthia Collazo, Deputy City Manager **Staff Source:** Raymond E. Garner, Chief of Police

SUBJECT

2015-R-66 Authorizing City Manager to accept a grant award in the amount of \$90,970.00 from the Texas Department of Transportation for Enforcement of Comprehensive Selective Traffic Enforcement Program. The City of Laredo will be required to match \$37,936.10 for the total grant amount of \$128,906.10. The grant period will begin October 1, 2015 and runs through September 30, 2016. This grant is for overtime salaries. **(Approved by Operations Committee).**

PREVIOUS COUNCIL ACTION

Resolution 2015-R-05 was submitted and accepted to authorize the City Manager to apply for this grant on 01/20/15.

BACKGROUND

The Texas Department of Transportation has made a grant entitled Comprehensive Selective Traffic Enforcement Program available to the Laredo Police Department. The grant will pay for overtime salaries for sworn police officers for the enforcement of Comprehensive Selective Traffic Enforcement Program. The grant period will begin October 1, 2015 and runs through September 30, 2016. Public information materials will also be available under this grant.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Recommends that Council approve this Resolution.

Fiscal Impact

Fiscal Year: 2016
Bugeted Y/N?: Y

Source of Funds: Grant Account #: 229-2307

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

FINANCIAL IMPACT:

Funding is available in the Special Police Fund: 229.

Attachments

Resolution to Accept 2015-R-66

RESOLUTION 2015-R-66

Authorizing City Manager to accept a grant award in the amount of \$90,970 from the Texas Department of Transportation for enforcement of Comprehensive Selective Traffic Enforcement Program. The City of Laredo will be required to match \$37,936.10, for the total grant amount of \$128,906.10. The grant period will begin October 01, 2015 and runs through September 30, 2016. This grant is for overtime salaries.

Whereas, there is available to the City of Laredo a grant entitled Comprehensive Selective Traffic Enforcement Program from the Texas Department of Transportation for Comprehensive Selective Traffic Enforcement Program which would pay for overtime salaries for sworn police officers for the performance period of October 1, 2015 – September 30, 2016; and

Whereas, the City Council finds that such acceptance should be made and will be beneficial to the City.

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

Section 1: Authorizing City Manager to accept a grant award in the amount of \$90,970 from the Texas Department of Transportation for enforcement of Comprehensive Selective Traffic Enforcement Program. The City of Laredo will be required to match \$37,936.10, for the total grant amount of \$128,906.10. The grant period will begin October 01, 2015 and runs through September 30, 2016.

Section 2: It authorizes the City Manager to execute all necessary documents to achieve said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL A	AND APPROVED BY THE MAYOR ON THIS THE , 2015.
	PETE SAENZ, MAYOR
ATTEST:	APPROVED AS TO FORM:
GUSTAVO GUEVARA, JR. CITY SECRETARY	RAUL CASSO CITY ATTORNEY

City Council-Regular Meeting Date: 08/17/2015

Initiated By: Cynthia Collazo, Deputy City Manager **Staff Source:** Raymond E. Garner, Chief of Police

SUBJECT

<u>2015-R-67</u> Authorizing City Manager to accept a grant in the amount of \$53,308.00 from the Texas Department of Transportation for Enforcement of Commercial Motor Vehicle Selective Traffic Enforcement Program. The City of Laredo will be required to provide a match in the amount of \$21,889.42 for a total amount of \$75,197.42. This grant is for overtime salaries. The grant period will begin October 1, 2015 and runs through September 30, 2016. (Approved by Operations Committee).

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Resolution 2015-R-08 to apply was approved by council on 01/20/15.

BACKGROUND

The Texas Department of Transportation has made a grant entitled Comprehensive Selective Traffic Enforcement Program available to the Laredo Police Department. The grant will pay for overtime salaries for police officers for the enforcement of Commercial Motor Vehicle Selective Traffic Enforcement Program. The grant period will begin October 1, 2015 and runs through September 30, 2016. Public information materials will also be available under this grant.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Recommends that Council approve this Resolution.

Fiscal Impact

Fiscal Year: 2016
Bugeted Y/N?: Y

Source of Funds: Grant

Account #: 229-2306

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the Special Police Fund 229.

Attachments

Resolution to Accept 2015-R-67

RESOLUTION 2015-R-67

Authorizing City Manager to accept a grant in the amount of \$53,308 from the Texas Department of Transportation for enforcement of Commercial Motor Vehicle Selective Traffic Enforcement Program. The City of Laredo will be required to provide a match in the amount of \$21,889.42 for a total amount of \$75,197.42. This grant is for overtime salaries. The grant period will begin October 01, 2015 and runs through September 30, 2016.

Whereas, there is available to the City of Laredo a grant entitled Comprehensive Selective Traffic Enforcement Program from the Texas Department of Transportation for Commercial Motor Vehicle Selective Traffic Enforcement Program which would pay for overtime salaries for off duty police officers for the performance period of October 1, 2015 – September 30, 2016; and

Whereas, the City Council finds that such acceptance should be made and will be beneficial to the City.

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

Section 1: Authorizing City Manager to accept a grant in the amount of \$53,308 from the Texas Department of Transportation for the performance of Comprehensive Selective Traffic Enforcement Program and maintain an Enforcement Effort from October 01, 2015 through September 30, 2016. The City of Laredo match will be \$21,889.42 for a total amount of \$75,197.42.

Section 2: It authorizes the City Manager to execute all necessary documents to achieve said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL A	AND APPROVED BY THE MAYOR ON THIS THE , 2015.
	PETE SAENZ, MAYOR
ATTEST:	APPROVED AS TO FORM:
GUSTAVO GUEVARA, JR.	RAUL CASSO

City Council-Regular

Meeting Date: 08/17/2015

Initiated By: Cynthia Collazo, Deputy City Manager

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

SUBJECT

2015-R-69 Authorizing the City Manager to accept and execute a contract amendment from the Texas Department of State Health Services (DSHS) for an additional award and match of \$40,775.00 and \$8,155.00 respectively, for a total award amount of \$195,719.00 for the City of Laredo Health Department (CLHD) Tuberculosis Prevention & Control/Federal Program and revises the term to September 1, 2014 through December 31, 2015. **(Approved by Operations Committee).**

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On September 15, 2014, Council approved Ordinance 2014-O-

BACKGROUND

The Texas Department of State Health Services continues to contract with the City of Laredo to provide public health services to residents of Laredo through the City of Laredo Health Department (CLHD) for Tuberculosis Prevention & Control/Federal Program.

The City of Laredo Health Department, through this partnership, provides TB control, treatment and prevention to special populations. These projects provide basic services and associated activities for TB prevention, control, treatment and expanded outreach services to individuals of identified sub-groups who have TB or who are at high risk of developing TB throughout the defined service area and support local, regional and international TB surveillance, early detection and treatment.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Resolution.

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The revenue line item 226-0000-323-4071 and expenditure division 226-6003 with Project Number HETF07 will increase by \$48,930. The revenue account 226-0000-372-1000 and the expenditure division 226-6801-544-9900 will decrease by \$48,930. The total budget remains the same.

Attachments

DSHS Amendment 2015-R-69 budget

DEPARTMENT OF STATE HEALTH SERVICES CONTRACT 2015-001424-02



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 \$163,099.00.
- **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 12/31/2015. 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:

This contract amendment is due to additional funding to extend the contract for four months, due to the unbundling of contracts.

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, 93.116 - Project Grants & Cooperative Agreements for Tuberculosis Control Programs.

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 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 \$4,914.67 from September 1, 2014 – December 31, 2014.

Contractor is allocated \$14,744.33 from January 1, 2015 – December 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: 1st quarter (Jan 1 to Mar 31) current year 2nd quarter (Apr 1 to June 30) current year 3rd quarter (July 1 to Sep 30) current year 4th quarter (Oct 1 to Dec 31) current year

Are reviewed and reported by:

March 31 of the following year

June 30 of the following year

September 30 of the following 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 Bacillis (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.

Contractor is to also send the invoice and supporting documentation as applicable to: CMUinvoices@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: 12/31/2015

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.116, 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 Reports & Match Certification Form (B-13A)	Quarterly	September 1, 2014	December 31, 2014	February 2, 2015
Financial Status Reprts & Match Certification Form (B-13A)	Quarterly	January 1, 2015	February 28, 2015	March 30, 2015
Financial Status Reports & Match Certification Form (B-13A)	Quarterly	March 1, 2015	May 30, 2015	June 30, 2015
Financial Status Reports & Match Certification Form (B-13A)	Quarterly	June 1, 2015	August 31, 2015	September 30, 201
Financial Status Reports & Match Certification Form (B-13A)	Final	September 1, 2015	December 31, 2015	February 15, 2016

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 II. Compliance and Reporting, Section 2.06, Applicable Laws and Regulations Regarding Funding Sources, is amended by deleting Section 2.06 in its entirety and replacing it with the following:

When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx,us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

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 \$122,324.33 from January 1, 2015 – December 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:

Contactor 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 December 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) 2015-001424-02

b. General Provisions Subrecipient General Provisions

c. Attachments Budget

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	City of Laredo Health Department
-------------------------------------	----------------------------------

By: By:

Signature of Authorized Official Signature of Authorized Official

Date Date

Name and Title Name and Title

1100 West 49th Street

Address Address

Austin, TX 78756-4204

City, State, Zip City, State, Zip

Telephone Number Telephone Number

E-mail Address E-mail Address

Budget Summary

Organization Name: City of Laredo Health Department Program ID: TB/PC-FED

Contract Number: 2015-001424-02

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$103,616.00	\$23,382.00	\$0.00	\$126,998.00
	\$48,796.00	\$9,238.00	\$0.00	\$58,034.00
Fringe Benefits Travel	\$4,417.00	\$0.00	\$0.00	\$4,417.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$5,800.00	\$0.00	\$0.00	\$5,800.00
Other	\$470.00	\$0.00	\$0.00	\$470.00
Total Direct Costs	\$163,099.00	\$32,620.00	\$0.00	\$195,719.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$163,099.00	\$32,620.00	\$0.00	\$195,719.00

CERTIFICATION REGARDING LOBBYING

Organization Name: City of Laredo Health Department

Contract Number: 2015-001424-02

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.

Applicable	X Non- Applicable	
Signature of Authorized Indi	vidual	Date:
Dr. Hector Gonzalez		09/18/2014

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	City of Laredo Health Department		
Address	2600 Cedar Avenue	State	Texas
City	Laredo	Zip Code (9 digit)	78040
Payee Name	City of Laredo		
Address	PO BOX 579	State	TX
City	Laredo	Zip Code (9 digit)	78042-0579
Vendor Identification No.	17460015732	MailCode	021
Payee DUNS No.	618150460		
year? X Yes	ve a gross income, from all sources, o No of Annual Gross from Federal Award		in your previous tax
	ve 80% or <u>more</u> of its annual gross rev		ards during the
Yes	No		
-	mount of Annual Gross from Federal <i>i</i> ve \$25 million or <u>more</u> in annual gross		al awards in the
Yes	No		

Does the public has business or organi periodic reports file	zation (including parent orga	out the compensation of the senior executives in your anization, all branches, and all affiliates worldwide) through (d) of the Securities Exchange Act of 1934 (15 U.S.C.
Yes	☐ No	
If Yes, where can	this information be found?	
•		compensation of the top five highly compensated officers. 000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000
Identify contact	persons for FFATA Corresp	ondence
FFATA Contact	Person #1	
Name	rosario cabello	
Email	rcabello@ci.laredo.tx.us	3
Telephone	(956) 721-7427	
FFATA Contact	Person #2	
Name	hector f. gonzalez	
Email	hgonzalez@ci.laredo.tx	us
Telephone	(956) 795-4920	
	me in this certification form a	ne Organization, I hereby certify that the statements are true, complete and correct to the best of my
E-Signatu	re	Date
Dr. Hecto	r Gonzalez	09/18/2014

RESOLUTION 2015-R-69

AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE A CONTRACT AMENDMENT FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR AN ADDITIONAL AWARD AND MATCH OF \$40,775 AND \$8,155 RESPECTIVELY, FOR A TOTAL AWARD AMOUNT OF \$195,719 FOR THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) TUBERCULOSIS PREVENTION & CONTROL/FEDERAL PROGRAM AND REVISES THE TERM TO SEPTEMBER 1, 2014 THROUGH DECEMBER 31, 2015.

WHEREAS, the Texas Department of State Health Services continues to contract with the City of Laredo to provide public health services to residents of Laredo through the City of Laredo Health Department (CLHD) for Tuberculosis Prevention & Control/Federal Program; and

WHEREAS, the City of Laredo Health Department, through this partnership, provides TB control, treatment and prevention to special populations. These projects provide basic services and associated activities for TB prevention and control and expanded outreach services to individuals of identified sub-groups who have TB or who are at high risk of developing TB throughout the defined service area and support local, regional and international TB surveillance, early detection and treatment.

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

- The City Manager is hereby authorized to accept and execute a contract amendment from the Texas Department of State Health Services (DSHS) for an additional award and match of \$40,775 and \$8,155 respectively, for a total award amount of \$195,719 for the City of Laredo Health Department (CLHD) Tuberculosis Prevention & Control/Federal Program and revises the term to September 1, 2014 through December 31, 2015.
- The revenue line item 226-0000-323-4071 and expenditure division 226-6003 with Project Number HETF07 are hereby increased by \$48,930. The revenue account 226-0000-372-1000 and the expenditure division 226-6801-544-9900 are hereby decreased by \$48,930. The total budget remains the same.
- Section 3: The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions as set forth by the Texas Department of State Health Services to meet the necessary costs to accomplish the scope of work for the project.

PASSED BY THE CITY COUNCIL AND DAY OF	, 2015.	MITOR ON THIS
	PETE SAENZ MAYOR	
ATTEST:		
GUSTAVO GUEVARA, JR. CITY SECRETARY		
APPROVED AS TO FORM:		
RAUL CASSO CITY ATTORNEY		
KRISTINA K. LAUREL HALE		

ASSISTANT CITY ATTORNEY

BUDGET (6003; **HETF07**)

CATEGORIES			
REVENUES	Original	Amended	New Total
REVENUES	\$ 122,324	40,775	163,099
CASH MATCH	24,465	8,155	32,620
TOTAL	\$ 146,789	48,930	195,719
EXPENSES			
PERSONNEL	\$ 78,764	24,852	103,616
FRINGE BENEFITS	37,307	11,489	48,796
TRAVEL	1,903	2,514	4,417
EQUIPMENT	0	0	0
SUPPLIES	0	0	0
CONTRACTUAL	4,350	1,450	5,800
OTHER	0	470	470
_			
CASH MATCH	\$ 24,465	8,155	32,620
TOTAL	\$ 146,789	48,930	195,719

City Council-Regular Meeting Date: 08/17/2015

Initiated By: Jesus Olivares, City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer; Ronnie Acosta, CD Director

SUBJECT

Consideration for approval to award a construction contract to the lowest bidder ALC Construction, Inc., Laredo, Texas, in the amount of \$111,608.00 for the CDBG Roberto Llano Track Improvements with a construction contract time of sixty (60) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for November 2015. Funding is available in the CDBG – 40th Action Year. (Approved by Operations Committee).

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The project consists of removal of the existing granular material placing 4" thick reinforced concrete, ten (10') feet wide around the perimeter of a oval track. Then the concrete will be covered with ½" inch of soft surface solid blue color material to provide slip resistant and shock absorbing comfortable walking path.

Plans and specifications were prepared in-house by the Engineering Department.

Two (2) bids were received at the City Secretary's Office at 4:00 P.M. on Thursday, July 16, 2015, and publicly opened, read, and taken under advisement on Friday, July 17, 2015, at 10:00 A.M. as follows:

Contractor	Base Bid
ALC Construction, Inc. Laredo, Texas	\$111,608.00
Ayala Construction Laredo, Texas	\$117,490.50

The bid and bid bonds for ALC Construction, Inc., Laredo, Texas, were checked and found to be in order. Staff therefore recommends award in the base bid amount of \$111,608.00 to the lowest bidder ALC Construction, Inc., Laredo, Texas.

Construction contract time is sixty (60) calendar days after notice to proceed is issued.

Completion date for the project is scheduled for November 2015.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year: 2015 Bugeted Y/N?: Yes

Source of Funds: CDBG - 40th Action Year

Account #: 211-8480-555-1370

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the CDBG – 40th Action Year.

Account No. 211-8480-555-1370

Attachments

Construction Contract

Site Map

CONSTRUCTION CONTRACT

STATE OF TEXAS COUNTY OF WEBB Agenda Item: August 3, 2015

THIS AGREEMENT, made this **3rd day of August 2015**, by and between the City of Laredo, Texas, acting by and through its duly authorized City Manager hereinafter termed the Owner, and **ALC Construction**, **Inc.**, of the City of **Laredo**, County of **Webb**, State of **Texas**, his/their executors, administrators, heirs, successors, or assigns, hereinafter termed the Contractor.

WHEREAS, the Owner desired to enter into Contract for the CDBG Roberto Llano Track Improvements in accordance with the provisions of the Invitation for Bids, the Specifications and Plans titled as above, and published by City of Laredo, Texas, 1110 Houston Street, (mailing address: P.O. Box 579), Laredo, Texas, 78040, all of which are a part thereof; and,

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable to perform the above desired and outlined work, and is ready and willing to perform the work in accordance with the provisions of the Invitation for Bids, the Specifications and Plans, titled, "CDBG Roberto Llano Track Improvements".

WITNESS:

THAT for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, the Contractor hereby agrees at the unit price set forth in his Bid, made a part thereof totaling the sum of one hundred eleven thousand six hundred eight dollars and no cents (\$111,608.00) based on the Engineer's estimate of quantities, payable in the manner set out in Contract General Conditions, C-9, of the contractual Documents to commence and complete the CDBG Roberto Llano Track Improvements in the City of Laredo, Tx, in accordance with Instructions to Bidders, Special Provisions, General Provisions, Technical Provisions, and all other requirements of the contractual Documents, and in accordance with the Specifications and Plans (including all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof) prepared by the Owner's Engineer, a part thereof and collectively, together with this Agreement constitute the entire Contract; and the Contractor agrees to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, bonds, insurance and other accessories and services, and whatever else may be necessary to complete the said construction in accordance with said specifications, plans, and other contractual documents including such proposal. Further on federally funded projects, contractor must comply with the Federal Labor Standards Provision, Davis Bacon Act, Equal Opportunity Clause, Wage Determination and FAA Federal Requirements specially as it regards payrolls and basic records herewith attached.

Project: CDBG Roberto Llano Track Improvements

Said Contractor further agrees to begin the work on or before the tenth day following the date set by the Owner in the written notice to proceed and to complete the work within Sixty (60) calendar days.

The Contractor further agrees to pay the sum of $\underline{\$400.00}$ for each consecutive day therein-after as herein provided in **Division B**, Section 1.

And the Owner in consideration of the full and true performance of the said work by said Contractor hereby agrees to and binds itself to pay the said Contractor the unit price set forth in the attached Bid, and in the manner provided in the Specifications.

IN WITNESS WHEREOF, the OWNER AND THE CONTRACTOR have hereunto set their hand this 3rd day of June 2015.

WITNESS:		ALC Construction, Inc. Contractor/Firm (Typed)			
Name		Signature Date:			
Address	33.541=36 3	Signature (Typed)			
		Title:			
		Address			
		City/State/Zip Code			
		Telephone Number:			
		Fax Number			
ATTEST:	Date:	CITY OF LAREDO, TEXAS Date:			
GUSTAVO GU City Secretary	JEVARA, JR.,	Jesus M. Olivares, City Manager			
APPROVED A	S TO FORM: Date:				
Raul Casso, Cit	v Attornev	-			

BID PROPOSAL

#1

	To:	The City of I	Laredo, Texas
		Honorable k	Pete Saenz, Mayor
	From:	ALC CON	STRUCTION INC.
		Contractor	
		Address:	3706 FLORES AVE.
Text		Phone:	(956)237-2369
		Fax:	(956)725-0862
	Projec	et: CDB	G Roberto Llano Track Improvements
	The bi accom require below quantit opinion contem perform of the	dder binds hin panying form ed by the detai are based or ties may be in of the City aplated, and the dat the unit Agreement or the control of the control of the control of the control of the unit agreement or the control of the con	reement, special provisions of the Agreement, and Addenda, if any, neelf upon acceptance of his proposal to execute a contract and bonds of performing and completing the said work within the time stated as ited specifications at the following unit prices. The quantities shown the Engineer's estimate of quantities and it is agreed that the increased or diminished, and may be considered necessary in the v of Laredo, Texas to complete the work fully as planned and that all quantities of work, either increased or decreased, are to be a prices set forth below (except as provided in the General Conditions the specifications, the contract documents). Addenda: DA (Please initial and date): 07/10/10
	Adden	dum No. 1: L	D.A. 07/10/15
	Adden	dum No. 2:	Ξ. τ. τ. μ. τ. μ. τ.
			other documents: D.A (Please initial and date): 07/10/15
			D.A. 07/16/15
	Labor I	Provisions:	DA. 07/16/15
	A ffirm	otiva Action D	rogram: DA 07/110/15

Project: **CDBG Roberto Llano Track Improvements**

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {} COUNTY OF WEBB {}

DANIEL ALVARADO

being first duly sworn, deposes and says

That he is

PRESIDENT OF ALC CONSTRUCTION INC.

(a Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Bidder, if the Bidder is an individual Partner, if the Bidder is a Partnership Officer, if the Bidder is a Corporation

Subscribed and sworn before me this

NIDIA G. GARZA lotary Public, State of Texas My Commission Expires September 19, 2017

day of -)

My Commission expires

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: CDBG Roberto Llano Track Improvements

MATERIALS INCORPORATED INTO THE PROJECT: \$ 33,482.40

ALL OTHER CHARGES: \$_78,125.60

*TOTAL: \$ 111,608.00

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

^{*}This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

		C	PROPOSE BID/COST FOR DBG ROBERTO LLANO TRACK IMPROVEMEN	ГS	
Item No.	Estimated Quantity	Unit		Unit Bid Price	Amount Bid
ì	702	SY	Furnish all labor & equipment to remove existing base complete in place at Six Dollars per unit.	\$6.00	\$ 4,212.00-
2	702	SY	Furnish all labor & equipment, to place 4" inches thick Reinforced concrete, complete in place at : Thirty-Eight	\$38.00	\$26,676.00
3	1	EA	Furnish all labor & equipment to remove/replace grass and soil 2" inches below existing inside perimeter of concrete header, complete in place as per plans at <u>Five-Thousand</u> per unit.	\$5,000.00	\$ 5,000.00-
4	6,310	GE 30	Furnish all labor & equipment to install a new (0.5") inch thick soft surface walking path of solid blue color material, complete in place at Twelve Dollars per unit.	\$12.00	\$75,720.00
			Please note that for the soft surface material, City of Laredo is requesting solid blue color, no particles of black are allowed on the mix. For more details see technical specifications		\$
					s
			ten in Numbers		\$ 111,60 8. 00
otal	Base Bid	Write	ten in Words One-Hundred-Eleven-Thousand Six-I	Hundred & E	ght Dollars
Contractor Signature: Contractor Type/printed name: Daniel Alva					
	any name δ			Daniei ALC Constru	Alvarado
	any Teleph	(956)237-2369			
ompa	any Fax Nu	ımber	,	(956)72	25-0862
	•	9	Notes: All bid items will be paid for when completed in place, tested, and accepted by the pwner.		
onsti	ruction un	derta	ken by the successful firm must comply with the requ	irements set b	y the
<u>S. D</u>	ept. of Ho	using	and Urban Development in regard to 1.) labor stands	rd provisions	,
ciud. fetv	Ing the Da	eVIS E	sacon prevailing wage requirements, the Contract Wo proving for overtime pay, the Copeland Act providing	rk Hours and	ittal of
<u>vrol</u>	l reports a	nd p	ermissible deductions, as well as the Fair Labor Stand	ards Act: 2.)	iittäi VI
plog	yment and	cont	racting requirements including Section 3 compliance,	and 3.)	
ual	pportunit	y an	d anti-discrimination requirements.		

INFORMATION FROM BIDDERS MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL

Project: CDBG Roberto Llano Track Improvements Statement of Qualifications: (Similar Projects Completed by Bidder) CDBG East Hachar Elementary School Soft Walking Track- Dist. II 1. Name of Project: \$112,139.50 Value of Contract: 4/26/2013 Date Completed: Civic Center Soft Walking Tack (Re-bid) 2. Name of Project: \$235,800.00 Value of Contract: 8/28/2011 Date Completed: "CDBG Sidewalk Project 41 (23Blocks) District VII" 3. Name of Project: \$216,795.00 Value of Contract: Date Completed: 01/25/2012 Experience Data: (Include name and experience record of the Superintendent) **RUBEN LOPEZ 15 YEARS Financial Status:** A confidential financial statement will be submitted by the

A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it

necessary.

I agree to submit a financial statement only if the owner deems it

necessary.

NOTE: TO BE SUBMITTED UPON REQUEST

IS NOT AN ACCEPTABLE ANSWER.

Project:	CDBG Roberto Llano Track Improvements
Proposed Pro	ogress Schedules: Proposed schedule will be as required by the City of Laredo.
	ipment to be used on the Work: (Include the number of machines, the type, and conditions and location) See attached sheet
Subcontracto	rs: (Submit a list of proposed Subcontractors. List sources, types and manufacturers of proposed materials) Sport Surface Specialties
NOTE:	TO BE SUBMITTED UPON REQUEST IS NOT AN ACCEPTABLE ANSWER.

ALC Equipment

Vehicle	Year	Make	Model
Dump Trucks	1991	INTL	930
Back hoe	2006	CAT	416D
Skyloader	2007	CAT	436B
Pick up	2001	Silverado	1500
pick up	2006	Ford	F350
Vehicle	Year	Make	Model



BID BOND

KNOW ALL MEN BY THESE PRESENTS,	that we		ALC Construction Co., Inc	>.
as principal, hereinafter called the "Principal	," and SURETE	C INSURANCE		, hereinafter called the
"Surety," are held and firmly bound unto _as obligee, hereinafter called the Obligee, in payment of which sum well and truly to be executors, administrators, successors and as	the sum of made, the said	5 % of Principal and the	າe said Surety, bind ວເ	
WHEREAS, the principal has submitted a bid	d for	CDBG Robe	erto Llano Track Improven	nents
	· · · · · · · · · · · · · · · · · · ·		Proj. No.	
NOW, THEREFORE, if the contract be tin specified in the bid, enter into a contract in w if the Principal shall pay to the Obligee the said bid and such larger amount for which the covered by said bid, then this obligation shall	riting or, in the difference not to ne Obligee may	event of the failu o exceed the per in good faith co	re of the Principal to en nalty hereof between th intract with another par	nter into such Contract ne amount specified in ty to perform the work
PROVIDED, HOWEVER, neither Principal national contract shall furnish evidence of financhas been firmly committed to cover the entire	cing in a manne	er and form acce		
SIGNED, sealed and dated this16th	day of	July	. 2015 .	
	ALC Constru (Principal) BY:	Janul () President	Shado	
	SURETE	C INSURANC	E COMPANY	
	вү:М	a gal	auf Rops Maria Yelanda Id	pez , Attorney-in-Fact

SureTec Insurance Company LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maria Yolanda Lopez

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal:

ALC Construction Co., Inc.

Obligee: City of Laredo Amount: \$ 125,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on

behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and scal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

State of Texas County of Harris

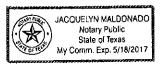
88;

TO A PARTIE OF THE PARTIE OF T

SURETEC INSURANCE COMPANY

John Knox Jr., President

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Maldonado, Notary Public My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this

16th day of

/ 2015 ___, A.D.

M Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company 9737 Great Hills Trail, Suite 320 Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.statc.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Texas Rider 06042014

Division A

SECTION A-8 PERFORMANCE BOND

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}		
COUNTY OF {}		
KNOW ALL MEN BY THESE F	PRESENTS: That we (1)	
	a (2)	
	of hereafter called Princi	
	of	, State of
, hereinafte	er called the Surety, are held and firm	ly bound unto (4)
	of	
	enal sum of	
	(\$	
Dollars in lawful money of the U		
WEBB COUNTY, TEXAS		
	ment of which sum well and truly to	
·	lministrators and successors, jointly a	and severally,
firmly by these presents.		
THE CONDITIONS OF THIS O	BLIGATION is such that Whereas, th	ne Principal entered
the Owner, dated the	day of	а сору
	ade a part hereof for the Construction	
d 1 0 11 1 1 ((Y) 1 1 2)		
(hereinafter called the "Work")		
These notes refer to the numbers	in body of Contract above:	
Date of Bond must not be prior to	Date of Contract.	
(1) Correct name of Contractor	or.	

Performance Bond Page 2 of 8

(2) A Corporation, or Partnership or an Individual, as case may be.

- (3) Correct name of Surety.
- (4) Correct name of Owner.
- (5) County and State.
- (6) Owner.

NOW THEREFORE, if the Principals shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie <u>WEBB</u> County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

IN WITNESS WHEREOF, this Instrument is executed in six counterparts, each one of which shall be deemed an original, this the day of		
ATTEST:		
(Principal) Secretary	PRINCIPAL	
	By:	
(SEAL)	Address (State and Zip Code)	
Witness as to Principal	Telephone Number	
Address (State and Zip Code)		

Performance Bond	Page 3 of 8
ATTEST:	
	SURETY: (Surety)
Secretary	
	By:
(SEAL)	
(Surety) Secretary	Address (State and Zip Code)
	Telephone No. (Area Code)
(SEAL)	
Witness as to Surety	
Address (State and Zip Code)	
radicos (state and zip code)	

Division A

PAYMENT BOND

(As required by Chapter 2253, Texas Government Code)

COU	NTY OF {}
KNO	W ALL MEN BY THESE PRESENTS: That we (1)
	(2)
of	hereinafter called Principal and (3)
of	, State of, hereinafter called
the S	urety, are held and firmly bound unto (4)
	hereinafter called Owner, and unto all
Perso	ns, Firms, and Corporations who may furnish materials for, or perform labor upon uilding or improvements hereinafter referred to in the penal sum of
Dalla	rs in lawful money of the United Stated, to be paid in (5) <u>WEBB COUNTY</u> ,
TEX.	AS for the payment of which sum well and truly to be made, we bind ourselves, our executors, administrators and successors, jointly and severally, firmly by these
p. • • •	
	CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered certain Contract with (6)
the O	wner, dated the a copy
of wł	rich is hereto attached and made a part hereof for the construction of:
(here	nafter called the "Work")
These	e footnotes refer to the numbers in body of contract above:
Date	of Bond must not be prior to Date of Contract.
(1)	Correct name of Contractor.
(2)	A Corporation, or Partnership or an Individual, as case may be.
(3)	Correct name of Surety.
(4)	Correct name of Owner.
(5)	County and State. Owner.
	UNMER
(6)	O WILCI.
(0)	owner.
(0)	O WHEI.

Performance Bond Page 5 of 8

NOW THEREFORE, if the Principals shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

This Bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Section 2253.073, Texas Government Code.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie <u>WEBB</u> County, State of Texas, and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is which shall be deemed an original, this the	
ATTEST:	
(Principal) Secretary	PRINCIPAL
	By:
(SEAL)	Address (State and Zip Code)
Witness as to Principal	Telephone Number
(SEAL)	
	Surety

Performance Bond	Page 6 of 8
ATTEST:	
(Surety Secretary)	By:
(SEAL)	Address (State and Zip Code)
	Telephone Number
NOTE: If Contractor is Partnershir	all Partners should execute Bond

NOTE: If Contractor is Partnership, all Partners should execute Bond.

PERFORMANCE - PAYMENT BOND FORM M-24, 25, Attach. Sa

	(SEAL)
	Individual Principal
Address (State and Zip Code)	Business - Address
Telephone Number (Area Code)	Telephone Number (Area Code)
ATTEST:	Corporate Principal
(State and Zip Code)	Business Address Name
	Telephone Number (Area Code)
Address (State and Zip Code)	(Affix Corporate Seal)
ATTEST:	Ву:
	Address (State and Zip Code)
Surety	Corporate
	.
	Business Address
	(Affix Corporate Seal)
	Telephone:

CERTIFICATE AS TO CORPORATE PRINCIPAL

I,	, certify that I am the	
	named as Principal in the within Bond; that	
then know his signature thereof is	, who signed the said Bond on behalf of the Principal was, of said Corporation; that I genuine; and that said Bond was duly signed, sealed, an said Corporation by authority of its governing body.	
Title		
Date:		
Telephone No.		
The rate of premium on this charge	Bond is per thousand. Total of premium	

signed for Surety company must be attached.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her Sub-Contract until the insurance required of the Subcontractor has been so obtained and approved.

- a. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable State or Territorial law for all of his/her employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the 5 Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In the case where any class of employees engaged in hazardous work on the project under this Contract and is not protected under the Workmen's Compensation Statute, The Contractor shall provide and shall cause each Subcontractor to provide adequate employee's liability insurance for the protection of such of his/her employee as are not otherwise protected.
- b. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of his Contract: Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amount of not less than \$200,000 for bodily injury, including accidental death, to any one person and an amount not less than \$300,000 on account of any one occurrence: Property Damage in the amount not less than \$100,000 per occurrence and \$200,000 aggregate; and Vehicle Liability of \$100,000 for any one person or \$200,000 for each occurrence.
- c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his/her Subcontractor to procure and shall maintain during the life of his/her Subcontractor, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amount specified in Subparagraph b. above or, (2) insure the activities of his/her Subcontractors in his/her policy specified in Subparagraph b. above.

- d. Scope of Insurance and Special Hazards: The insurance required under Subparagraph b. and c. above shall provide adequate protection for the Contractor and his/her Subcontractor's, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by any one directly or indirectly employed by him/her and also against any of the special hazard which may be encountered in the performance of this Contract.
- e. Builder's Risk Insurance (Fire and Extended Coverage): The Contractor shall procure and shall maintain during the life of this Contract Builder's Risk Insurance (Fire and Extended Coverage on a 100 percent (100%) completed value basis on the insurable portion of the project. The Owner, the Contractor, and Subcontractor (as their interests may appear), shall be named as the Insured.
- f. Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The Insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner". The Owner, the Contractor, and Subcontractor (as their interests may appear), shall be named as the Insured.
- g. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. A blanket waiver of subrogation in favor of the City of Laredo shall be contained in the Workers Compensation, and all liability policies.

CERTIFICATE OF INSURANCE

To: CITY OF LAREDO I	Date:
Owner	
1110 Houston Street; Laredo, Texas 78040	
Project: CDBG Roberto Llano	Track Improvements
This is to certify that	
Name & Address of Insured and te	lephone number
in accordance with the provisions of the hereinafter described. Exceptions to the exceptions of the hereinafter described.	ured by this Company ons hereinafter described for the types of insurance and of the standard policies used by this company, and further, to standard policies used by this company, and further, to standard policy noted on reverse side hereof.
Т	TYPE OF INSURANCE
Policy No.	Effective
Expires:	
Workmen's Compensation:	
Public Liability:	1 Person: \$ 1 Accident: \$
Contingent Liability:	
Property Damage:	
Dunuer s	

The foregoing policies (do) (do	not) cover all subcontractors
Locations covered:	
Descriptions of Operations cove	red:
The above policies either in the they may not be changed or can has received written notice of su	body thereof or by appropriate endorsement provide that celled by the insurer in less than five days after the insured sch change or cancellation.
WITNESS:	Contractor/Firm (Typed)
Name	Signature
Address	Signature (Typed) Title:
	Address
	City/State/Zip Code
	Telephone Number:
	Fax Number

DIVISION B

DEPARTIMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL REQUIREMENTS

SECTION EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS	Š
SECTION FEDERAL LABOR STANDARDS PROVISIONS	
SECTION SECTION 3 REQUIREMENTS	

Exhibit A

REQUIRED FEDERAL LABOR STANDARDS POSTERS AND FORMS

EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

Federal Labor Standards Regulations

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall: Comply with federal labor standards regulations as follows:

- 1. Davis-Bacon Act
- 2. Contract Work Hours and Safety Standards Act
- 3. Copeland Act (Anti-Kickback Act)
- 4. Fair Labor Standards Act

The U. S. Department of Labor has published rules and regulations corresponding to the above regulations at Title 29 CFR Parts 1, 3, 5, 6 and 7.

Required federal labor standards posters and forms are attached as Exhibit A

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
 - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage

requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
 - (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates

(expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the City of Laredo, HUD, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of eligibility.

- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of

- such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

SECTION 3

The purpose of Section 3 requires that recipients of HUD funds and their contractors and subcontractors provide jobs and other economic opportunities to low-income persons. Contractors and subcontractors participating in federally assisted projects are required to track and report their activity relative to the hiring and training of low and moderate income persons and the use of local businesses owned by low-income persons. This information must be reported by all contractors and subcontractors prior to project completion utilizing the "Section 3: Economic Opportunities for Low and Very Low Income Persons" form.

All Section 3 covered contracts shall include the following Section 3 clause:

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25

U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for The Administrator, or an authorized determination. representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

- 2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- 3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

- (ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from Division Web site and Hour Wage http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)
- (b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- 5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract
- 6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- 7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act Requirements.
 All rulings and interpretations of the Davis-Bacon and
 Related Acts contained in 29 CFR Parts 1, 3, and 5 are
 herein incorporated by reference in this contract
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- 10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

- awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . influencing in any way the action of such Administration.... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
- 11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.
- B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
- C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.
- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SECTION 3 BUSINESS CERTIFICATION

Name of Business	
Address of Business	
Contact Person	Title
Telephone	
The contractor certifies that it is a Section 3 Bu	siness Concern based on:
Status as a Section 3 resident-owned e	nterprise (at least 51% owned by Section 3 residents:
signed certification of Section 3 resident Provide documentation of business owner	of participation in a public assistance program, or ship, such as copy of articles of incorporation, kholders and percentage ownership of each,
At least 30% of permanent, full-time em Section 3 residents within the past 3 year	ployees are currently Section 3 Residents or were irs (based on housing assistance or family income):
Provide complete list of all permanent, full Provide list of employees claiming Section Provide documentation of Section 3 status lease or signed certification of Section 3 re	i 3 status s for all applicable employees such as PHA residential
Commitment to subcontract 25% of the applicable to prime contractors:	dollar awarded to qualified Section 3 business (only
Provide list of subcontracted Section 3 but Provide documentation of Section 3 status	siness(es) and subcontract amount s for applicable businesses
I hereby certify that the information provided here of any information provided could subject me to dis	is true and correct and understand that any falsification squalification and punishment under the law.
	Date
Authorized Signature	Date
·	
Name	

SECTION 3 COMPLIANCE REPORT

Must be completed by every contractor or subcontractor awarded a construction contract on a Community Development Block Grant project at completion of project.
Contractor:
Project:
Contract Amount\$:
Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial for housing and community development program, to the greatest extent feasible, toward low and very low income persons, particularly those who are recipients of government assistance for housing. Check all that apply:
Attempted to recruit low-income residents through local advertising media, signs prominently displayed at the project site, contracts with community organizations and public or private agencies operating within the metropolitan area in which the Section 3 covered program or project is located or similar methods.
Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of a Section 3 business concern.
Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
Other. Describe:
Please provide employee information below. For employees that qualify as Section 3, a Section 3 Resident Form must be submitted.

Professional		 	
Technicians		 	
Office/Clerical		 	
Officials/Managers		 	
Sales		 	
Craft Workers(skilled)		 	
Operatives (semiskilled)	<u> </u>	 	
Laborers (unskilled)		 	 <u> </u>
Service Workers			
Other (List)			
Total		 <u> </u>	

;	SECTIO	N 3 RESIDENT PREFE	RENCE CLAIM	FORM	
certify, or su is a Section preference is	resident seeking t bmit evidence to b 3 resident, as def s evidence of pub ncome guidelines	he preference in training the recipient contractor o ined in Section 135.5. (A lic housing residency, Of , by family size, for low- o	r subcontractor, i n example of evi R evidence that h	if requested, that dence of eligibilit lousehold incom	the person by for the e does not
Certification	n for Resident Se	eeking Section 3 Prefer	ence in Training	and Employm	ent
l,		d qualify as a Section 3 re	, (name) am a	a legal resident o	of the City of
			esideni because.	•	
I	legally reside in p	ublic housing OR			
	meet the income of the come of the comments of	eligibility guidelines for a	low- or very low-	income person a	as shown
	Number of persons in family	Low/Mod Income Level	Household Income	Household income	
	1	\$27,250.00	Above	Below	
	2	\$31,150.00	Above	Below	
	3	\$35,050.00	Above	Below	
	4	\$38,900.00	Above	Below	
	5	\$42,050.00	Above	Below	
	6	\$45,150.00	Above	Below	
	7	\$48,250.00	Above	Below	
	8+	\$51,350.00	Above	Below	
	FY 2012 Webb Cou	nty Income Limits Summary			
falsification	tify that the inform of any of the inform and punishment	nation provided here is trumation provided here cou under the law.	ue and correct, à uld subject me to	nd understand a disqualification	ny from
Signature			Date		
Permanent address			City,	ST, Zip	

PRECONSTRUCTION MINUTES

Project Name:		
Location:		
Description:		
Wage Decision No.:		
Name of Contractor:		
Contract Amount:\$		
Date of Conference:	·	
Labor Provisions: <u>Davis Bacon</u>		

CDBG - HUD 4010

- Contractor/Subcontractor must be cleared of debarments.
- Payrolls are to be submitted weekly.
- Payrolls are to be signed by owner or a written authorization must be submitted authorizing someone else other than owner to sign the payrolls.
- Employees are to be paid weekly.
- "Contractor labor" is not acceptable; employees are to be paid by the hour (not piece-meal).
- Laborers are not to use "tools of trade"; may use tools for demolition but not for reconstruction.
- No helpers are allowed unless specified in the wage decision.
- Apprentices/trainees must be certified by D.O.L.; State-certified is not acceptable.
- Any employee who uses the "tools of trade" must be paid in accordance to the work performed regardless of experience; or whether or not the employee is certified or licensed.
- FICA and tax withholding are the only allowable deductions. Any other deduction must be authorized in writing by the employee.
- Relatives Regardless of relationships, unless part owner of company, must be paid by wage scale.
- CWSSA Work performed over 40 hours per week is considered overtime.
- Wage Decision and D.O.L. Form 1321 should be posted at job site (even if it is street paving, etc.).
- For job classifications not listed on Wage Decision, contact the U.S. Department of Housing and Urban Development, Labor Relations Branch.
- An employee may have two or more job classifications. However, the employee must be paid in accordance with the Wage Decision for each classification.
- A Laborer must be paid as a mechanic for the hours the employee uses the "tools of trade."
- Working Supervisor/Foreman who works physically 20 percent or more at the job site must be paid on an hourly basis.

- Lower tier subcontractors/working subcontractors must submit payrolls; subcontractors must show employees on payroll if any, and must show self as "Owner" write-in the word, salary, dates, and hours worked.
- On-site employee interviews will be conducted by D.O.L. and/or our office. Inform your contractors to allow employees to be interviewed.
- The prime contractor's draw may be held back for not complying with the labor requirements.
- The prime contractor is responsible for any unresolved wage violations.

1.		, hereby state that I have read all of the above Labor
Standards Requirements, uno	derstand and agre	ee to comply with them.
Signature		
Company		_
		_
Address		
Date		-

U.S. Department of Labor Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

U.S. Wage and Hour Division

	Persons are not re	Persons are not required to respond to the collection of information unless it displays a currently valid CMB control number.	information unless it o	displays a currently	valid OMB cor.	trol number.		Rev. Dec. 2008
NAME OF CONTRACTOR OR SUBCONTRACTOR			ADDRESS					OMB No.: 1235-0008 Expires: 01/31/2015
PAYROLL NO.	FOR WEEK ENDING		PROJECT AND LOCATION	ATION	į	İ	PROJECT OR CONTRACT NO.	NO.
(1) DING (2)	(3)	(4) DAY AND DATE	(5) (6)	(7)		DEC	(8) DEDUCTIONS	(9)
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY OF MORKER NUMBER) OF WORKER 25 X	WORK CLASSIFICATION	THOURS WORKED EACH DAY	TOTAL RATE HOURS OF PAY	GROSS AMOUNT EARNED	FICA HO	WITH- HOLDING TAX	OTHER	TOTAL PAID DEDUCTIONS FOR WEEK
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			and an expense of page	in the contracts to so	innand to the info	mation collection con	ontained in 29 C.F.R. 88.3.3.5.5(a). The Coneland Act	(a) The Concland Act

While completion of Form WH-347 is optional, it is mandatory for covered contractors performing work on Federally financed or assisted construction contracts to respond to the information collection contrained in 29 C.F.R. § 3.3. 5.5(a). The Coppeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (POL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

 in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below. 	(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS	(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.	(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.				3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.	weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations. Part	(Contractor or Subcontractor)	all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said	Building or Work)	(Contractor or Subcontractor)	(1) That I pay or supervise the payment of the persons employed by	(Name of Signatory Party) (Title)	Date
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE S SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION 31 OF THE UNITED STATES CODE.	NAME AND TITLE			REMARKS:		•						EXCEPTION (CRAFT)	(c) EXCEPTIONS	 Each laborer or mechanic listed in the above reference as indicated on the payroll, an amount not less than the basic hourly wage rate plus the amount of the require in the contract, except as noted in section 4(c) below. 	(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	SIGNATURE											EXPLANATION		Each laborer or mechanic listed in the above referenced payroli has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.	I CASH

Instructions For Completing Payroll Form, WH-347

OMB Control No. 1235-0008, Expires 01/31/2015

General: Form WH-347has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted

project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1and **2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file.

For example, move your mouse curser over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

For Microsoft IE users, select "Save Target As"

For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

Equal Employment Opportunity is

THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected: The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans

(veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX INDIVIDUALS WITH DISABILITIES in addition to the protections of Title VII of the Civil Rights Act of 1964, as Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which received Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination of the basis of disability in ay program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which received Federal financial assistance, you should immediately contact the Federal agency providing such assistance,

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

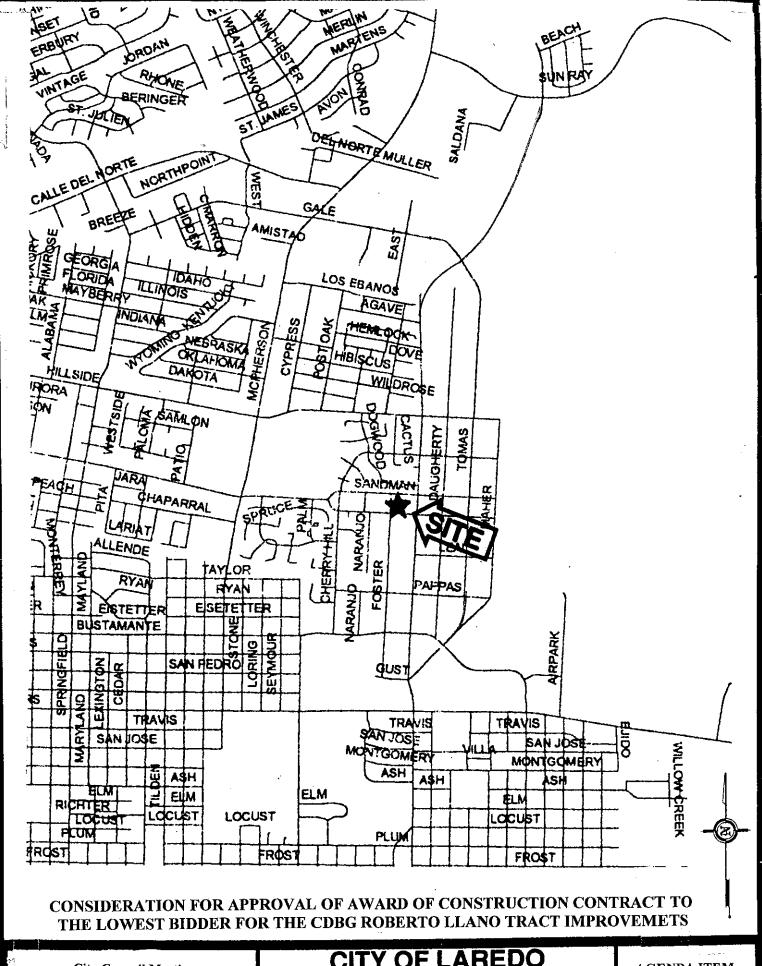
Ronnie Acosta City of Laredo Community Development Department

1301 Farragut, 3rd floor P.O. Box 1276 Tel: 956-795-2675 Fax: 956-795-2689 tacosta@ci.laredo.tx.us

Laredo, TX 78042

or contact the U.S. Department of Labor's Wage and Hour Division.





City Council Meeting August 17, 2015 CITY OF LAREDO ENGINEERING DEPARTMENT

AGENDA ITEM

City Council-Regular Meeting Date: 08/17/2015

Initiated By: Jesus Olivares, City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer; Jose Flores, Airport Director

SUBJECT

Consideration for approval of the Laredo International Airport General Aviation Apron Reconstruction Phase 8 and Terminal Apron Rehabilitation as complete; approval of change order No. 4, a decrease of \$65,858.50 for the balance of quantities actually constructed in place, release of retainage and approval of final payment in the amount of \$256,104.45 to Reim Construction, Inc., Mission, Texas. Final construction contract amount is \$5,122,089.00. Funding is available in the Airport Construction Fund.

(Approved by Operations Committee).

PREVIOUS COUNCIL ACTION

On October 20, 2014, City Council approved change order No. 2 an increase of \$272,272.50 to the construction contract with Reim Construction, Inc., Mission, Texas, for the Laredo International Airport General Aviation Apron Reconstruction Phase 8 and Terminal Apron Rehabilitation to include joint sealing for the terminal apron rehabilitation.

BACKGROUND

The Laredo International Airport reconstructed approximately 45,000 square yards of apron pavement on the west side of the airfield with Portland cement concrete (PCC) pavement and rehabilitated the terminal apron pavement. Existing pavement on the General Aviation pavement was a mixture of PCC and bituminous pavement on cement treated base that was removed and replaced with 17 inch or 10 inch PCC pavement. The terminal apron rehabilitation included 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 included 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.

This change order no. 4 is for the balance of quantities actually constructed in place.

Original construction contract amount (Approved by City Council on 09/02/14)	\$5,182,507.50
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Change order no. 1 (Approved by City Council on 09/02/14) For removal of joint sealing from terminal apron Rehabilitation)	\$(272,272.50)
Change order no. 2 (Approved by City Council on October 20, 2014) To include joint sealing for the terminal apron rehabilitation.	\$272,272.50
Change order no. 3 (Approved by the City Manager on December 11, 2014) Pave area around loading bridge with 17" PCC Pavement	\$5,440.00
This change order no. 4	\$(65,858.50)
Final construction contract amount	\$5,122,089.00

The project was completed within the contract time allotted.

COMMITTEE RECOMMENDATION

This item will be presented to the Airport Advisory Board for consideration.

STAFF RECOMMENDATION

Approval of Motion

Fiscal Impact

Fiscal Year: 2015 Bugeted Y/N?: yes

Source of Funds: Airport Construction Fund

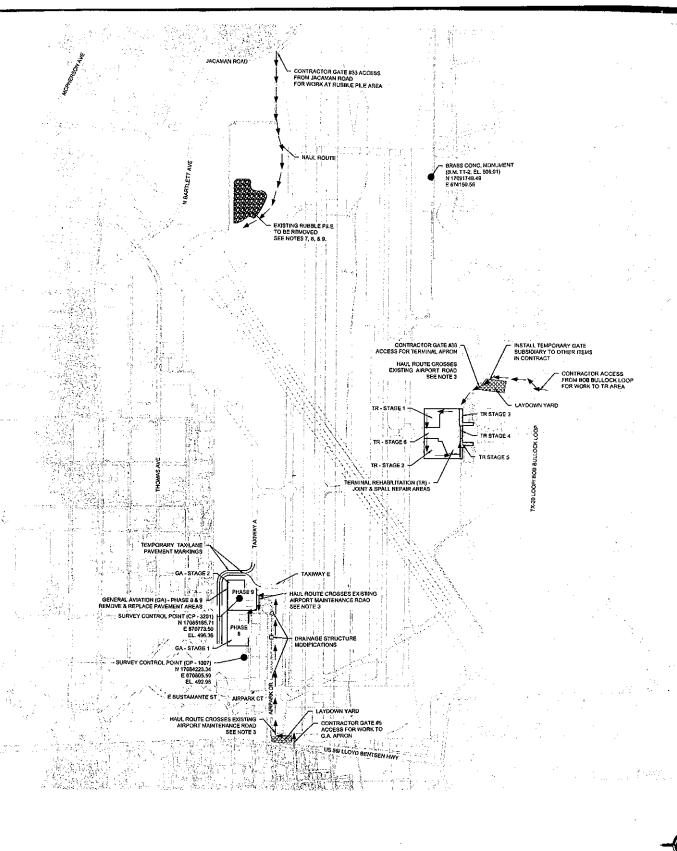
Account #: 433-0000-206-0100

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Attachments

Site Plan & Change Order No. 4



CONSIDERATION FOR APPROVAL OF THE LAREDO INTERNATIONAL AIRPORT GENERAL AVIATION APRON RECONSTRUCTION PHASES 8 AND TERMINAL APRON REHABILITATION AS COMPLETE, APPROVAL OF CHAMGE ORDER $N_0.4$, AND APPROVAL OF FINAL PAYMENT

City Council Meeting August 17, 2015 CITY OF LAREDO ENGINEERING DEPARTMENT

AGENDA ITEM

CITY OF LAREDO CONSTRUCTION CHANGE ORDER

PROJECT: LAREDO INTERNATIONAL AIRPORT

City Secretary

CHANGE ORDER No.

Four (4)

GA Apron Reconstruction Phase 8/Terminal Apron Rehabilitation

DATE:

7/10/2015

CONTRACTOR: You are hereby requested to comply with the following changes from the contract plans and specifications. This document shall become an Amendment to the Contract and all provisions of the Contract shall apply thereto.

NO.	DESCRIPT	ION OF CHANGES	CHANGE QUANTIT			UNIT PRICE	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
-	Unsuitable Subo	grade Removal &	(290)		\$	13.00	(\$3,770.00)	
	Replacement	grado Homovara	(200)	- 1	Ψ	10.00	(ψο,770.00)	
	Bituminous Bas	e Course	(658)	IF I	\$	113.00	(\$74,354.00)	15
		nt Concrete Pavement	(24)		\$	49.25	(\$1,182.00)	
	Bituminous Tac		(125)		\$	7.15	(\$893.75)	
		line Reflectors (Green)		1500-000	Ψ	\$12.25	(\$1,457.75)	
		section of 8"-9" PCC	464	15 8/62	\$	11.00	(41,407.70)	\$5,104.00
	pavement		101		Ψ	11.00		φο, το τ.σ.
	Airfield Painting	. All Colors	(210)			\$16.50	(\$3,465.00)	
	Airfield Painting		(410)			\$16.50	(\$6,765.00)	1.7
		cluding perforated pipe,	200		\$	21.00	(\$0,100.00)	\$4,200.00
	porous backfill a		200	-	Ψ	21.00		ψ., <u>,</u> 200.00
		Underdrain Outlet	105	IF	\$	17.00		\$1,785.00
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Origin	al Contract:	\$ 5,182,507.50		Total Dec	rea	ise:	(\$91,887.50)	
1 5				Total Incre	eas	se:	\$26,029.00	
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IUSTII	FICATION:							
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	. Pennel, P.E.	Date		Miguel A.				Date
_ockw	ood, Andrews	& Newnam, Inc.		REIM Con	stı	ruction, In	c.	
Recom	mended by:			Approved b	oy:			
Rogeli	o Rivera, P.E.	Date	•	Jesus M. ()li	vares		Date
	gineer	Date		City Mana				Date
Attest:								
ustav	o Guevara	Date						

City Council-Regular

Meeting Date: 08/17/2015

Initiated By: Jesus Olivares, City Manager

Staff Source: Riazul I. Mia, P.E., CFM, Utilities Director; Miguel A. Pescador, Purchasing

Agent

SUBJECT

Consideration to ratify the approval/issuance of an emergency purchase order by the City Manager in the amount \$123,200.00 to Rafter P. Transport of Floresville, Texas to provide hauling and disposal services of approximately 1,925 cubic yards of wastewater bio-solids from the City of Laredo South Wastewater Treatment Plant to the Maverick County and the San Antonio, Texas BFI Landfills. Funding is available in the Sewer Fund - Wastewater Treatment Division. (Approved by Operations Committee).

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

On August 3, 2015, City Council approved Contract FY15-049 to Rafter P. Transport to provide hauling and disposal services of wastewater bio-solids, on an as needed basis, for the Utilities Department-Wastewater Treatment Division.

BACKGROUND

The services were required under emergency conditions due to the fact that the recent wet weather periods impeded us from disposing of the daily solids produced. Also an unexpected additional sludge produced by the current 6.0 MGD expansion plant's construction increased the solids amount; hence, the requirement to contract with said company.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends approval of this motion.

Fiscal Impact

Fiscal Year: 2015

Bugeted Y/N?:

Source of Funds: Waste Hauling Account **Account #:** 559-4210-533-3920

Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is available in the Sewer Fund - Wastewater Treatment Division Account

Number: 559-4210-533-3920

City Council-Regular

Meeting Date: 08/17/2015

Initiated By: Horacio De Leon, Assistant City Manager

Staff Source: Elizabeth Martinez, RTA Tax Assessor-Collector

SUBJECT

Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of July 2015, represent a decrease of \$18,191.76. These adjustments are determined by the Webb County Appraisal District and by court orders.

PREVIOUS COUNCIL ACTION

Approves tax roll each year.

BACKGROUND

Under Section 26.09, Calculation of Tax, paragraph (e) of the Texas Property Tax Code, "the Assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amount of tax entered as approved by the governing body constitutes the unit's tax roll. It was the recommendation of the City Attorney and the Tax Collections Attorney, that adjustments be approved each month, in addition to the tax roll being accepted with adjustments.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Approval

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

"Potential revenues will decrease due to a decrease in levy in the amount of \$18,191.76".

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1 - City Council-Regular Meeting Date: 08/17/2015

Initiated By: Jesus Olivares, City Manager

Staff Source: Nathan R.Bratton

SUBJECT

Consideration and action on the selecting a consultant to prepare the City of Laredo's Comprehensive Plan as solicited under Request for Qualifications: City's Comprehensive Plan FY 15-054.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo's Comprehensive Plan was originally adopted on August 26, 1991. Generally, the Comprehensive Plan determines community goals and aspirations in terms of community development. The Comprehensive Plan is used to form public policy in terms of transportation, utilities, land use, recreation, housing, historic preservation and other topics which are important to the long term growth and development of the city. The City's current Comprehensive Plan addresses guidelines for growth, land use and future land use, and transportation. Urban design, the central business district, parks, recreation, open spaces, housing, economic development, utilities, public facilities, public service and the City's capital improvements program were all anticipated to be included in the plan but as of yet, have not been added.

Over the years Laredo's Comprehensive Plan has been reviewed and updated but it is time to revise and modernize the Plan. The City of Laredo recently posted a Request for Qualifications to prepare the City's Comprehensive Plan and invited interested parties to submit their qualifications for preparing the new Plan. There were three responses to the Request for Qualifications:

LSL Planning (www.lslplanning.com)
A SAFEbuilt Company 15 Ionia, SW. Grand Rapids, Michigan

Providence LLC (www.providenceeng.com) 1149 Research Blvd. Suite 260B, Austin, Texas

Burditt Land/Place Consultants (www.burditt.com) 310 Longmire Road, Conroe, Texas

COMMITTEE RECOMMENDATION

Scoring committee recommendation to be presented to Council.

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Financial impact contingent on selection of firm.

City Council-Regular

Meeting Date: 08/17/2015

Initiated By: Jesus Olivares, City Manager

Staff Source: Nathan R. Bratton

SUBJECT

Authorizing the City Manager to enter into a Development Participation Agreement with D&J Alexander Management, LP for the construction of the Bartlett Ave. extension between University Blvd. and Del Mar Blvd.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The completion of Bartlett Ave. from University Blvd. to Del Mar Blvd. has long been a priority of the City as it creates a relief route for traffic in the area and will aid in reducing congestion along McPherson Road and Jacaman Road.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of this motion.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The developer and the City will be sharing the costs of the project which is estimated to be \$7,934,725. The developer will pay \$3,234,725 and the City will pay no more than \$4,700,000.

Attachments

Development and Participation Agreement

DEVELOPMENT PARTICIPATION AGREEMENT BETWEEN THE CITY OF LAREDO, TEXAS AND D&J ALEXANDER MANAGEMENT LP, DEVELOPER

This Agreement (hereinafter referred to as "Agreement") is entered into by and between the CITY OF LAREDO, Texas, (hereinafter referred to as the "City") and D&J ALEXANDER MANAGEMENT LP, a Texas Limited Partnership, having its principal address at 1302 Calle del Norte, Suite 1, Laredo, Texas 78040 (hereinafter referred to as the "Developer") on this 17th day of August, 2015, and is a participation agreement to construct the Bartlett Avenue Extension, a five lane concrete road approximately 6,550 ft. in length with a 100 ft. R-O-W being a 66 ft. back to back paved section from the current intersection of University Blvd. and Bartlett Ave.to the intersection of the proposed extension of Bartlett Ave. and Del Mar Blvd. (hereinafter referred to as the "Project").

WHEREAS, Developer has commenced the planning and development of an approximately 893.59 acre tract owned by Developer's affiliate, Alexander Residential Development, LP and located in the City and locally known as the Alexander tract; and

WHEREAS, the development contains, or will contain, residential, commercial, office, regional retail and a mix of other uses as depicted in its Master Plan filed with the City, and approved by the Planning and Zoning Commission on May 7, 2015 and attached hereto as Exhibit A; and

WHEREAS, the City has determined that the development of this area by the Developer will generate additional traffic due in part to residential and commercial retail uses and a roadway at this location will accommodate the future development of this area to a more intense use, promote economic development and facilitate the need to accommodate existing volumes of northsouth traffic flow within the area; and

WHEREAS, the Developer desires the Project to be constructed in the location depicted in Exhibit B and has agreed to pay its proportionate share of the actual cost of the Project to facilitate its development; and

WHEREAS, the City and the Developer have agreed to share in the cost for this Project and allocate the responsibility for certain tasks related to this Project which is the subject of this Agreement.

NOW, THEREFORE, for and in consideration of the recitations contained hereinabove and the covenants and promises that follow hereinbelow, the parties hereto agree as follows:

- 1. Project Estimates and Submissions:
 - a. Developer has provided City with engineering estimates for the construction costs associated with the Project as follows:
 - b. Engineering and surveying of approximately 6,550 linear feet of a 100 foot r-o-w which contains a 66 back-of curb to back of curb concrete roadway along with storm drainage, water and sewer lines, a bridge structure to span Zacate Creek, street lighting, material testing and French drains.

TOTAL	\$ 7,934,725.00
French Drains	\$ 175,000.00
Geo Technical and Material Testing	\$ 175,000.00
Street Lights	\$ 146,000.00
Bridge Structure (Zacate Creek)	\$ 692,351.00
Sewer	\$ 882,679.00
Water	\$ 1,011,738.00
Storm Drain (material and construction)	\$ 1,088,501.00
Concrete Street (materials and construction)	\$ 3,063,456.00
Engineering/Surveying	\$ 700,000.00

- c. Developer shall procure and provide to the City a sealed metes and bounds description and sealed survey plat of the right-of-way prepared by a licensed surveyor.
- d. Developer shall provide all engineering required for the construction of the Project. Developer shall prepare plans and specifications (signed and sealed by a professional engineer) for all elements of the construction pursuant to City standards and submit said plans and specifications to City for review and approval within six months of the effective date of this Agreement.
- e. Developer may elect to submit up to two plats for the Project in order to expedite construction of the Project.
- f. Developer shall submit for preliminary plat approval from the City of Laredo Planning Commission within sixty days of the effective date of this Agreement.
- g. Before commencing construction the Developer must (i) submit each plat (in the event Developer elects to submit two plats as per section 1, e. above) for final plat approval from the City of Laredo Planning

Commission and (ii) must submit to the City Engineer and the Utilities Director and obtain their approval of the plans and drawings for the Project, however the City Engineer and Utilities Director may approve the final plans and drawings contemporaneously with the Planning and Zoning Commissions approval (i.e. letters of approval from City Engineer and Utilities Director may suffice as approval along with the normally required letters of approval from all required City departments). Any changes made by Developer to the final plans must be approved by the City Engineer and the Utilities Director.

- h. Developer shall have thirty days from the date City gives approval of construction plans to commence construction on the Project.
- i. Developer shall require its construction Contractor(s) to construct the Project in a good and workmanlike manner and in accordance with the engineering design approved by City prior to construction and pursue the construction of Project without delay until it is completed.
- j. Before Notice to Proceed for the Project may be issued, Developer shall require Contractor to obtain from City each permit required to construct the Project.
- k. Developer shall keep City (specifically the City Engineer and the City Utilities Director) informed regarding the progress of the project. Developer shall notify and provide reasonable documentation for the following events: (i) Award of construction contract (including copies of insurance and bond), (ii) Notice to Proceed, (iii) Default of contractor (if it occurs), (iv) construction progress reports, and (v) completion of the Project such that it is ready for inspection by City.
- 1. Developer shall substantially complete Project within 18 months of the date Developer issues Notice to Proceed to Contractor. Provided, however, that the 18 month period shall be extended as provided by the Force Majeure clause in paragraph 20.
- m. After substantial completion of Project but before acceptance, Developer shall provide City (i) completion reports, (ii) warranty documents (iii) record drawings of Project signed by Project engineer, (iv) Construction contractor's certificate of payment to subcontractors and material suppliers.
- 2. Project Cost and Participation. The Developer and the City have agreed to share the estimated costs of construction of the Project as provided herein as follows:. The estimated cost of the Project is Seven Million Nine Hundred

Thirty-Four Thousand Seven Hundred Twenty-Five Dollars (\$7,934,725). Developer's engineer has provided the cost estimate. The Developer shall pay Three Million Two Hundred Thirty-Four Thousand Seven Hundred Twenty-Five Dollars (\$3,234,725.00) and the City shall pay no more than Four Million Seven Hundred Thousand Dollars (\$4,700,000.00) toward the total estimated cost of the Project.

3. Deposit and Financial Guarantees.

- a. Developer shall remit an irrevocable letter of credit in the amount of Three Million Two Hundred Thirty-Four Thousand Seven Hundred Twenty-Five Dollars (\$3,234,725.00) in the name of the City as beneficiary in a form acceptable to the City Attorney upon the approval of this Agreement by the City Council. The irrevocable letter of credit shall guarantee the Developer's payment of its pro rata portion of the estimated and actual cost for the design and construction of the Project. The City shall release the letter of credit upon payment by Developer of its pro rata portion of the estimated Project cost. In the event of a Developer default, the City may draw down on the irrevocable letter of credit by presentation of an affidavit signed by the City Manager or his designee to the issuing bank stating that the Developer has failed to meet the terms of this Development Agreement; or
- b. Alternatively, and within Developer's sole discretion, developer may elect to require construction contractor(s) to provide a performance bond for the full amount of the construction contract in favor of City and City shall reduce its proportionate share of each payment made to Developer, for work performed, by 10% as retainage which said retainage shall be released by City within thirty days of acceptance of the completed Project except as otherwise provided herein.
- c. The Developer shall require its construction contractor(s) to provide a payment bond, in favor of City, in accordance with the requirements of §212.073 of the Texas Local Government Code. The amount of the payment bond shall be the full cost of Developer's construction contract. The Developer shall also require its contractor(s) to provide one-year maintenance warranties for the completed project. Developer shall submit original duplicates of these bonds on form pre-approved by the City Legal Department, to the Office of the City Engineer prior to award of the construction contract for the Project. Provided, if the City does not approve or request corrections to the bonds within ten working days of its receipt of the bonds, the Developer may award the construction contract for the Project.

- d. Developer may, at its option, provide a performance and payment bond as provided in 3. b. and c., and a Deed of Trust covering the 14.14 acres of land, as described by metes and the survey map, as security for the non-construction or other items not covered by the letter of credit, payment bond or performance bond.
- e. Any performance and payment bonds provided by Developer shall comply with the requirements of Chapter 2253, Texas Government Code.

4. Insurance

Developer shall maintain in effect certain insurance coverage, which is described below. Developer may satisfy this requirement through insured policies in the name of its Contractor.

(1) Risks and Limits of Liability. Developer shall maintain the following coverages and limits of liability:
(Coverage) (Limit of Liability)

Workers Compensation Statutory for Worker's

Compensation

Employer's Liability

Bodily Injury by accident \$500,000 (each accident)

Bodily Injury by Disease \$500,000 (policy limit)

Bodily Injury by Disease \$500,000 (each employee)

Commercial General Liability:
Including Broad Form Coverage,
Contractual Liability, Bodily and
Personal Injury, and Completed
Operations

Bodily Injury and Property
Damage, Combined Limits of
\$1,000,000 each Occurrence
and \$2,000,000 Aggregate

Automobile Liability Insurance \$1,000,000 combined single (for automobiles used by the Developer in the course of its performance under this Agreement, including Employer's Non-Ownership and Hired Auto Coverage)

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

(2) Form of Policies. The Director may approve the form of the insurance policies, but nothing the Director does or fails to do

- relieves Developer from its duties to provide the required coverage under this Agreement. The Director's actions or inactions do not waive the City's rights under this Agreement.
- (3) Issuers of Policies. The issuer of any policy (i) shall have a Certificate of Authority to transact insurance business in Texas or (ii) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide.
- (4) Insured Parties. Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- (5) Deductibles. Developer shall be responsible for and pay any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- (6) Cancellation. Developer must give the Director 30 days' advance written notice of any cancellation, non-renewal or material change to the policy. Developer shall give written notice to the Director within five days of the date on which total claims by any party against Developer reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- (7) Subrogation. Each policy except Professional Liability (if required) must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.
- (8) Endorsement of Primary Insurance. Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- (9) Liability for Premium. Developer shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- (10) Subcontractors. Developer shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount

must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence.

- (11) Proof of Insurance.
 - (a) Before issuance of the Notice to Proceed for the Project, Developer shall furnish the Director with Certificates of Insurance, along with an Affidavit from Developer confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Developer shall furnish the City with certified copies of Developer's actual insurance policies.
 - (b) Developer shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Developer does not comply with this requirement, the Director, at his or her sole discretion, may
 - a. immediately suspend Developer from any further performance under this Agreement and begin procedures to terminate for default, or
 - b. purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Developer under this Agreement.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

- 5. Right of Way.
- 5.1 The Developer will grant to the City a perpetual and uncontestable easement/ right-of-way to the Improvements prior to the time that the Improvements are placed in service (i.e., street is open to the public), which essentially will cause the ownership of the improvements to remain with the City for the life of such improvements. The right-of-way necessary for the Project is set forth in Exhibit C, which is attached hereto and incorporated by reference herein.
- 5.2 The plat shall contain language which will dedicate the property as an easement/right-of-way. Upon completion of construction of Project and inspection and acceptance by City (i) the plat shall be filed and recorded and the roadway and right-of-way shall be turned over to the beneficial use of City. Additionally, in the event City so requires Developer shall provide a General Warranty Deed conveying fee title to the right-of-way and (ii) Developer will convey a fee simple interest to the 14.14 acres to

City by deed, free and clear of any liens and encumbrances that might divest the City of its interest or allow an activity which will prevent use of the land as a roadway. Developer represents that there are no environmental issues that would require remediation or which make the r-o-w tract unsuitable for a roadway.

- 6. Payment.
- 6.1 Developer shall promptly, but not later than ten days from the date it receives a detailed invoice from the Contractor and other providers of work and materials remit to the City Engineer the detailed invoice including the Contractor's invoice and the invoices from other providers of work and materials. No invoice may be submitted for payment until the work for which it is submitted has been performed and inspected by City. City shall, within 20 calendar days, pay its pro rata portions of the cost of the work performed on the Project as it is completed and invoiced by the Developer.
- 6.2 The City's pro rata portion of the estimated cost of the Project is 59.23% and the Developer's pro rata portion of the estimated cost of the Project is 40.77%.
- 6.3 Estimated cost. In the event the actual Project costs exceed the estimated cost the Developer shall be responsible for paying the cost overrun. Final payment and cost allocation shall occur within thirty (30) days of final completion and acceptance of the Project by City.
- 7. Failure to Remit. Default. If Developer fails to remit payment of any of its portion of the estimated Project cost, the City's obligations hereunder shall terminate and the City may draw down on the irrevocable letter of credit to complete the Project. If Developer proceeds under the alternate provision Section 3 (b) City, in its sole discretion, may file a claim against the performance bond (if Developer is self-performing the construction) or against the payment bond, if subcontractors are not being paid and/or use retainage to bring accounts current. If the irrevocable letter of credit, retainage or payment and performance bonds are insufficient to complete the Project on account of a Developer default, then City may pursue any other remedies available to it in law or in equity. If the City fails to make a required payment when due and/or fails to fulfill its obligations under the terms of this Agreement, Developer may do the following: (1) Stop the work until the default is cured; (2) Terminate this Agreement; or (3) Exercise any other remedy at law or in equity.

- 8. INDEMNITY AND RELEASE
- 8.1 THE INDEMNITY IN THIS PARAGRAPH 8.1 and PARAGRAPH 8.2 SHALL APPLY TO INJURY, DEATH, OR PROPERTY DAMAGE OCURRING PRIOR TO PROPERTY BEING OPEN FOR PUBLIC USE.
- 8.2 DEVELOPER SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF THE WORK DONE BY DEVELOPER UNDER THIS AGREEMENT.
 - (a) The Developer shall indemnify and hold harmless and defend the City from any and all injuries to or claims of property owners caused by the its agents, consultants, surveyors, employees, and representatives.
 - (b) The Developer shall also be responsible for subcontractors hired by it.

8.3 RELEASE

The Developer assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Developer's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Developer, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project.

- 9. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- 10. Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree 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 this agreement or any amendments or exhibits hereto.

- 11. Immunity. The City of Laredo does not waive or relinquish any immunity or defense on behalf of themselves, their Mayor, City Council, trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.
- 12. Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
- 13. Written Notice. Any notices which are required hereunder, or which either City or Developer may desire to serve upon the other shall be in writing and shall be deemed served when deposited in the United States mail, postage prepaid, return receipt requested, addressed to City as follows:

City of Laredo Attention: City Manager 1110 Houston Street Laredo, TX 78040

and to Developer:

Alexander Residential Development LC Attention: Mr. David Arredondo 1302 Calle Del Norte Dr. Laredo, TX 78041

Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

14. Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City,

- either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.
- 15. Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
- 16. Choice of Law and Place of Performance. This Agreement shall be governed, enforced and construed in accordance with laws of the State of Texas. Performance and all matters related thereto shall be in Webb County, Texas, United States of America.
- 17. Authority to Contract. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City Ordinances. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entities.
- 18. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto. The City retains the right to terminate this agreement in the event of an Assignment of this Agreement without its consent, or if there is a change in ownership or management of Alexander without the City's consent.
- 19. Waiver. Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
- 20. Force Majeure. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God,

fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or similar occurrence, orders or acts of military or civil authority or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such cause are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents or affiliates.

- 21. Headings, Gender, Number. The section headings used in this Agreement are for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- 22. Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 23. To facilitate execution, this Agreement may be Multiple Originals. executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.
- 24. Construction. This Agreement, and any exhibits hereto, shall be construed without the aid of any canon or rule of law requiring interpretation against the party drafting or causing the drafting of an agreement or the portions of an agreement in question.

- 25. Time Essence. Time is of the essence in this Agreement. Unless otherwise specified, all references to "days" shall mean and refer to calendar days. Business days shall exclude all Saturdays, Sundays and federal legal holidays. In the event the date for performance of any obligation hereunder shall fall on a Saturday, Sunday or federal legal holiday, then that obligation shall be performable the next following regular business day.
- 26. Recitals. Any recitals in this Agreement are represented by parties hereto to be accurate, and constitute a part of the substantive agreement.

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.`

D&J ALEXANDER MANAGEMENT LP

CITY OF LAREDO

Delfina E. & Josefina Alexander LLC-1 General Partner

30220202 2 02 0202		
BY:	BY:	
Judith Zaffirini,	Jesus M. Olivares	
Member/Manager	City Manager	
Date:	Date:	
BY:	ATTEST:	
Clarissa Chapa Member/Manager		
Date:	Gustavo Guevara	
Date.	APPROVED:	
	City Attorney	
	Date:	

BY:		
David H. Arredon	do	
Member/Manager	r	
Date:		
The undersigned Temporary Admisistra Josefina Alexander (does hereby consent foregoing agreement.	ator of Gonzal	the Estate of lez, Deceased,
BY:		Administrator kander Gonzalez, Deceased
STATE OF TEXAS COUNTY OF WEBB	\$ \$ \$ \$ \$	ACKNOWLEDGMENT
This instrumen Member/Manager of I	t was , 2 Delfina	acknowledged before me on the day of 2015, by Judith Zaffirini, in her capacity as E. & Josefina Alexander LLC-1, General Partner of t LP, a Texas Limited Partnership, on its behalf.
		Notary Public in and for the State of Texas

STATE OF TEXAS	§ §	ACKNOWLE	DCMENT
COUNTY OF WEBB	§ §	ACKNOWEE	DGMENT
This instrument		_	l before me on the day of rissa Chapa, in her capacity as
	elfina E.	. & Josefina	Alexander LLC-1, General Partner of
D&J Alexander Manage	ment L	P, a Texas L	imited Partnership, on its behalf.
			Notary Public in and for the State of Texas
STATE OF TEXAS	§ §		
COUNTY OF WEBB	§ . §	ACKNOWLE	DGMENT
This instrument		_	d before me on the day of d H. Arredondo, in her capacity as
Member/Manager of De			Alexander LLC-1, General Partner of
D&J Alexander Manage	ement L	P, a Texas L	imited Partnership, on its behalf.
			Notary Public in and for the State of Texas
			the state of relas
STATE OF TEXAS	8		
COUNTY OF WEBB	\$ \$ \$	ACKNOWLE	DGMENT
This instrument			d before me on the day of
Temporary Administra Deceased.		15, by Em the Estate	ily Liljenwall, in her capacity as of Josefina Alexander Gonzalez,
Deceased.			
			Notary Public in and for the State of Texas

STATE OF TEXAS	§	
	§ ACKNOWLEDGMENT	
COUNTY OF WEBB	§	
This instrument	was acknowledged before r 2015, by Jesus M. Olivares	2
Manager of the City of	Laredo, a Texas home-rule	
behalf of said municipal	•	• •
	Notary Pul	olic in and for
	the State o	

EXHIBIT A

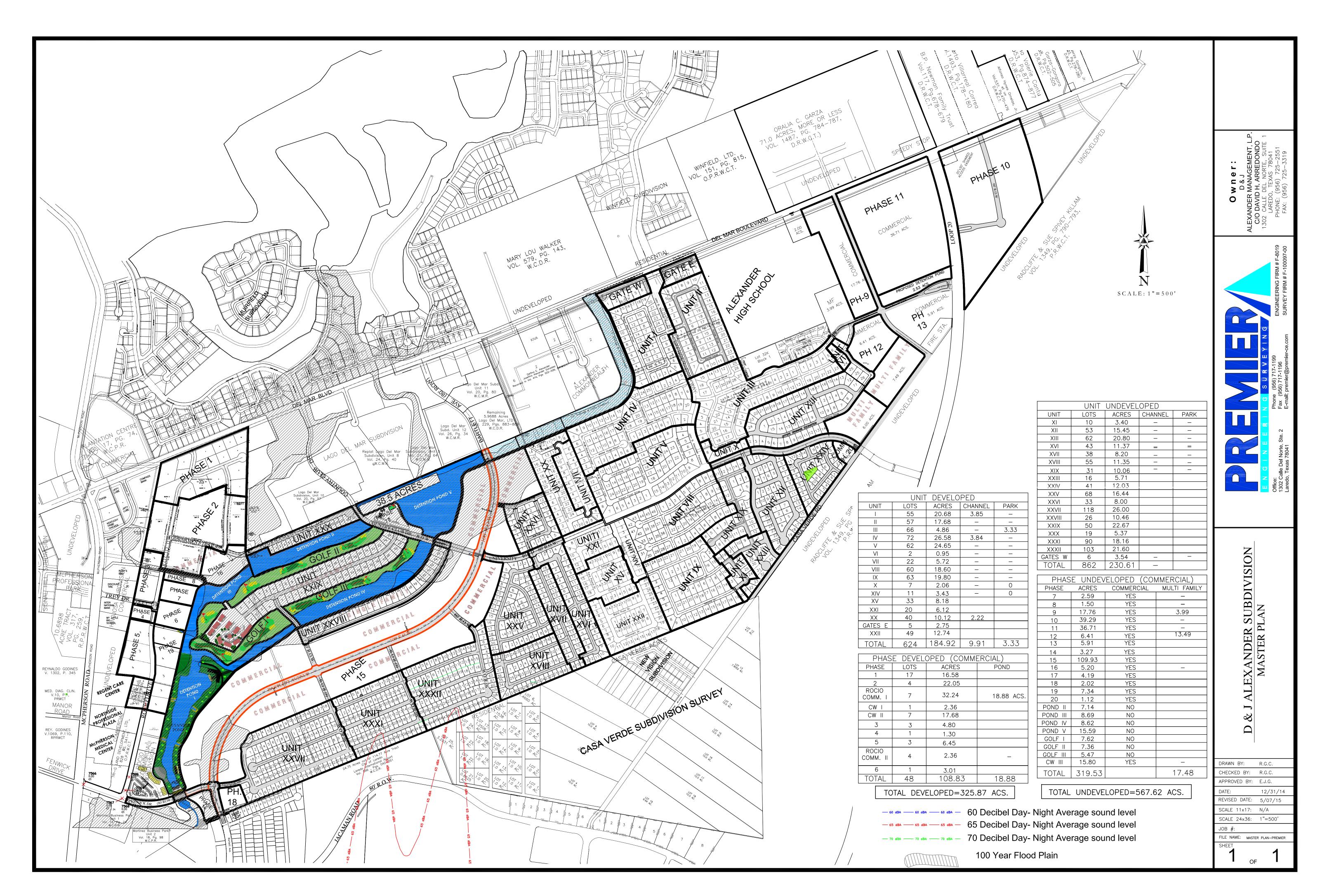


EXHIBIT B

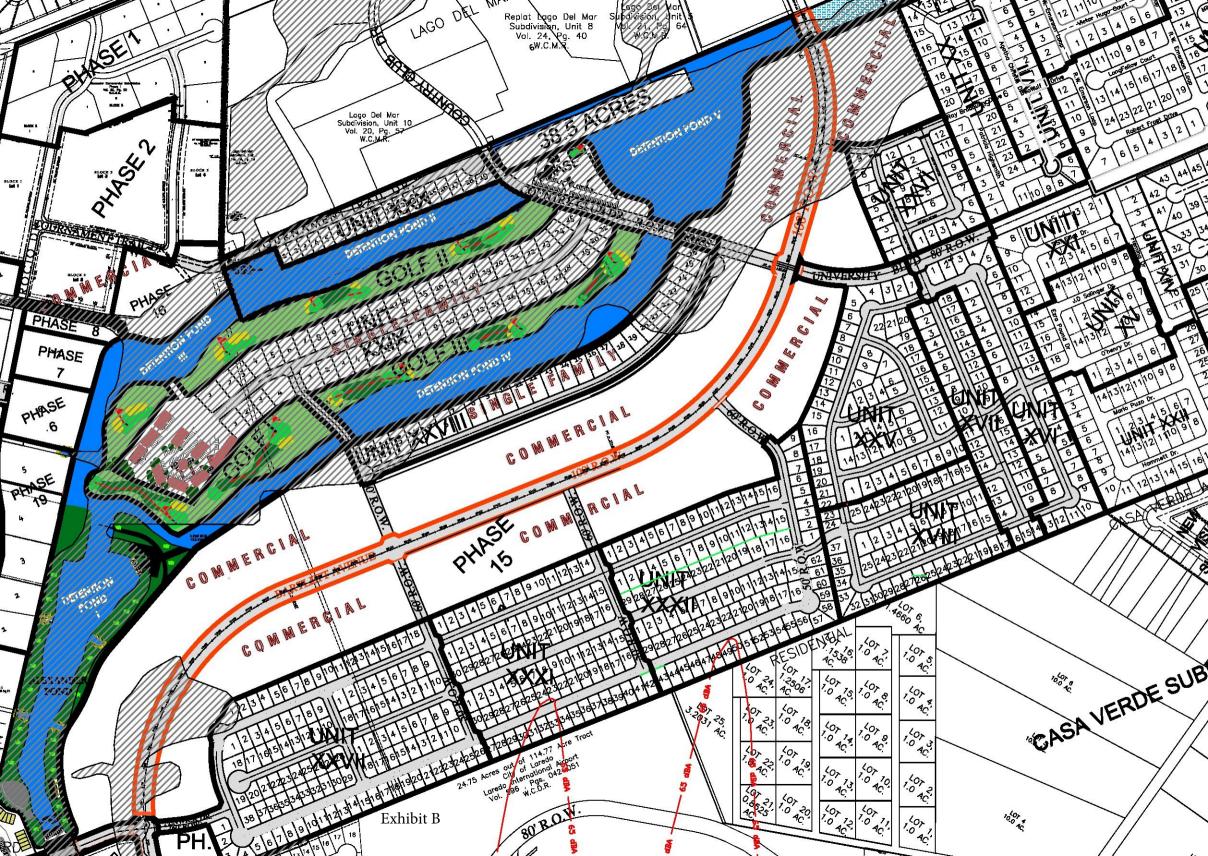


EXHIBIT C

FIELD NOTES

FOR A PROPOSED 100' WIDE RIGHT-OF-WAY EXTENSION (BARTLETT AVE.) 14.14 ACRES (SURFACE ONLY)

A TRACT OF LAND CONTAINING 14.14 ACRES, more or less, being the surface only out of that certain 1,450 Acres of land Conveyed to Delfina Benavides Alexander and Josefina Alexander Gonzalez, Recorded in Volume 414, Pages 502-506, Deed Records Webb County, Texas, subsequently conveyed to Alexander Residential Development Co. L.L.C., 978 Acres as per Deed Recorded in Volume 857, Pages 66-68, Webb County Deed Records. Situated in Porcion 26, Agustin Sanchez Original Grantee, Abstract 282, Webb County, Texas, and being more particularly described as follows, to-wit;

COMMENCING at a found ½" iron rod on the southeast line of said remaining portion of 978 Acres, the westerly right-of-way of Bartlett Ave. (80' ROW), the northwest corner of Summerwind Subdivision Unit 1 recorded in Volume 19, Page 87, Webb County Map Records, the northeast corner of Bartlett Apartments Subdivision at Jacaman Ranch recorded in Volume 20, Page 3, Webb County Map Records, THENCE N 14°08'39" W a distance of 446.53 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", the most southerly southwest corner hereof and TRUE POINT OF BEGINNING;

Thence, within said remaining portion of 978 Acres in a northeasterly direction the following calls:

Along a curve to the right having a radius of 1250.00 feet, a central angle of 71°22'33", a tangent length of 897.82 feet, the long chord of which bears *N 32°30'35" E* for a distance of 1,458.43 feet with a radial line in of N 86°49'18" E and a radial line out of N 21°43'09" W for an arc length of 1,557.18 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a point of tangency hereof;

N 68°11'51" E a distance of 540.24 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof; N 23°11'51" E a distance of 28.28 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof; N 68°11'51" E a distance of 60.00 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof; S 66°48'09" E a distance of 28.28 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof; N 68°11'51" E a distance of 1,199.33 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a point of curvature hereof;

Thence, along a tangent curve to the left with a radius of 1450.00 feet, a tangent length of 689.56 feet, a central angle of 50°52'04", the radius of which bears N 21°48'09" W, the chord of which bears N 42°45'49" E for a distance of 1,245.46 feet; Thence along the arc of said curve for a distance of 1,287.32 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof;

N 28°25'54" W a distance of 28.10 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof; N 16°12'58" E a distance of 80.00 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof; N 61°11'51" E a distance of 28.28 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof; N 16°11'51" E a distance of 500.85 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a point of curvature hereof;

Thence, along a tangent curve to the left with a radius of 950.00 feet, a tangent length of 337.72 feet, a central angle of 39°08'26", the raclius of which bears N 73°48'09" W, the chord of which bears N 03°22'22" W for a distance of 636.43 feet; Thence along the arc of said curve for a distance of 648.98 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a point of tangency hereof.

N 17°07'27" W a distance of 126.18 feet to a found ½" iron rod on the northwest line of said remaining portion of 978 Acres, the southeast corner of Lot 1, Block 1, Lago Del Mar Subdivision Unit 12 recorded in Volume 26, Page 34, Webb County Map Records, the most southerly southwest corner of Bartlett Ave. (80' ROW) as per Lago Del Mar Subdivision Unit 12, the most westerly northwest corner hereof;

Thence, with the northwest line of said remaining portion of 978 Acres, the southeast line of said Bartlett Ave. (80' ROW), N 67°04'14" E a distance of 80.00 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", the most southerly southeast corner of Bartlett Ave. (80' ROW) as per Lago Del Mar Subdivision Unit 12, the southwest corner of remaining portion of a 5.9688 Acre Tract deeded to Lago Del Mar, LTD. recorded in Volume 229, Pages 883-889, Webb County Deed Records, the most northerly northeast corner hereof;

Thence, within said remaining portion of 978 Acres in a southwesterly direction the following calls:

5 26°13'44" E a distance of 125.72 feet to a set 1/2" iron rod w/blue plastic cap labeled "PCE 100097-00", a point of curvature hereof;

Thence, along a non-tangent curve to the right having a radius of 1050.00 feet, a central angle of 39°08'26", a tangent length of 373.27 feet, the long chord of which bears 5 03°22'22" E for a distance of 703.42 feet with a radial line in of S 67°03'25" W and a radial line out of S 73°48'09" E for an arc length of 717.29 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a point of tangency hereof;

5 16°12'51" W a distance of 500.85 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof; 5 28°48'09" E a distance of 28.28 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof; 5 16°12'53" W a distance of 80.00 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof; 5 61°32'32" W a distance of 28.45 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof;

Thence, along a non-tangent curve to the right having a radius of 1550.00 feet, a central angle of 50°56'27", a tangent length of 738.33 feet, the long chord of which bears **S 42°43'38" W** for a distance of **1,333.14** feet with a radial line in of N 72°44'36" W and a radial line out of S 21°48'09" E for an arc length of 1,378.08 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a point of tangency hereof;

\$ 68°11'51" W a distance of 1,199.33 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof; \$ 23°11'51" W a distance of 28.28 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof; \$ 68°11'51" W a distance of 60.00 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof; N 66°48'09" W a distance of 28.28 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof; \$ 68°11'51" W a distance of 540.24 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a point of curvature hereof;

Thence, along a tangent curve to the left with a radius of 1150.00 feet, a tangent length of 829.94 feet, a central angle of 71°38'07", the radius of which bears S 21°48'09" E, the chord of which bears S 32°22'48" W for a distance of 1,345.98 feet; Thence along the arc of said curve for a distance of 1,437.81 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", the most southerly southeast corner hereof;

5 89°47'58" W a distance of 100.14 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", to the POINT OF BEGINNING and containing 14.14 acres of land, more or less.

MONUMENT HELD:

A FOUND 1/2" IRON ROD, A POINT OF CURVATURE (PC) ON THE WESTERLY RIGHT-OF-WAY LINE OF BOB BULLOCK LOOP (LOOP 20) RECORDED IN VOLUME 160, PAGE 134, OFFICIAL PUBLIC RECORDS WEBB COUNTY TEXAS, THE EASTERLY LINE OF RADCLIFFE & SUE SPIVEY KILLAM, RECORDED IN VOLUME 1349, PAGES 790-793, OFFICIAL PUBLIC RECORDS WEBB COUNTY TEXAS AND A FOUND 1/2" IRON ROD, A POINT OF TANGENCY (PT) ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID BOB BULLOCK LOOP (LOOP 20), THE EASTERLY LINE OF ORALIA C. GARZA, 71.0 ACRES, RECORDED IN VOLUME 1487, PAGES 784-787, DEED RECORDS WEBB COUNTY TEXAS.

RECORDED: N 02°46'16" W 3738.81' MEASURED: N 02°46'16" W 3738.94'

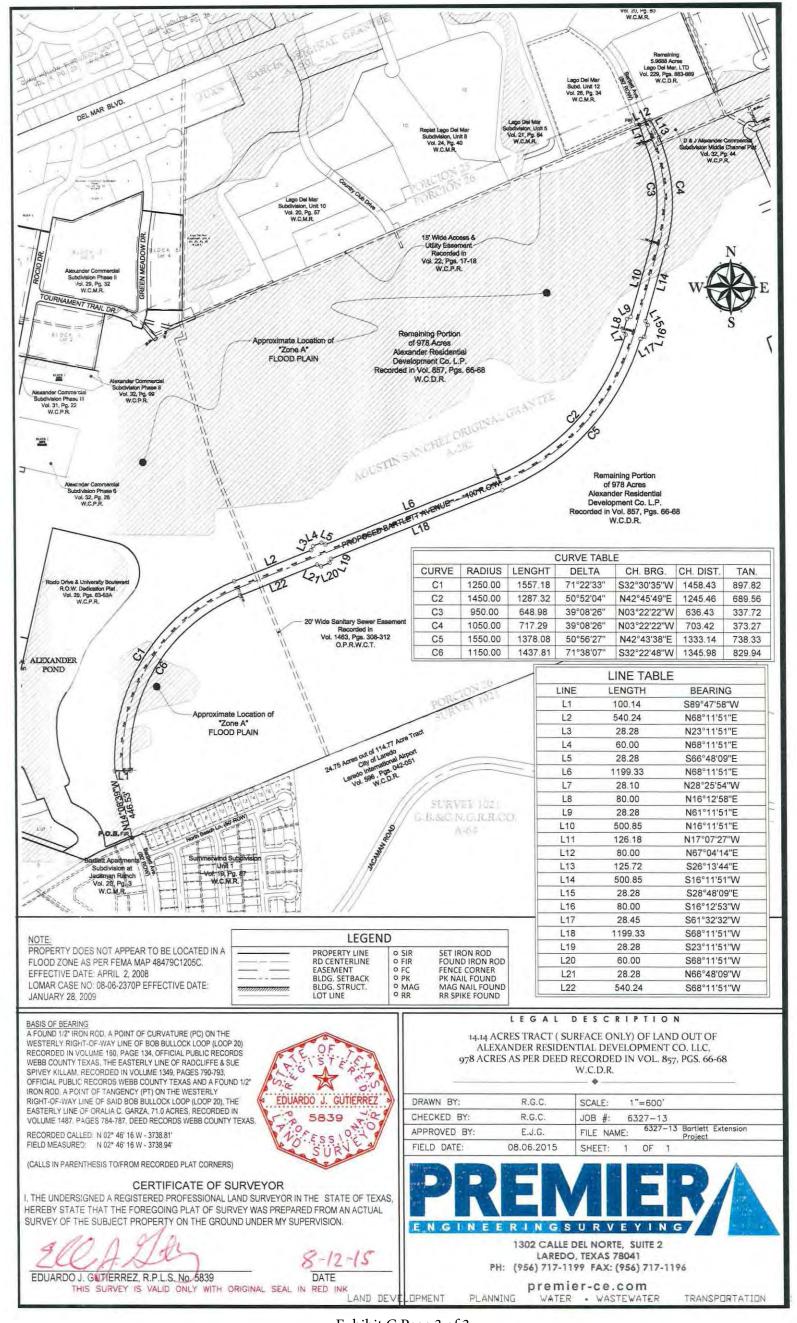
Note: All set ½" iron rods are capped with a blue plastic cap labeled "PCE 100097-00" (Premier Civil Engineering, LLC dba, Premier Land Surveyors Professional Surveying Firm Registration Number)

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING "FIELD NOTES" AND ATTACHED "PLAT OF SURVEY" WERE PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

Eduardo J. Gutierrez, R.P.L.S. No. 5839

EDUARDO J. GUTIERREZ

Date:



Mass Transit Board 21.

City Council-Regular Meeting Date: 08/17/2015

Initiated By: Jesus Olivares, City Manager

Staff Source: Claudia San Miguel, Acting Transit General Manager

SUBJECT

<u>2015-RT-02</u> Authorizing the City Manager to Accept and Execute a grant application with the Federal Transit Administration (FTA) in the amount of \$2,721,847.00 for Fiscal Year 2015 Section 5307 Urbanized Area Authorized under the Moving Ahead For Progress in the 21st Century Act (MAP-21) to be used for Operating Assistance in the El Metro Operations fund. This is only a "Partial Apportionment" which the remaining grant balance of the total estimated \$3.3 million will be awarded in the near future. (Approved by Operations Committee).

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

On July 23, 2015, the Federal Transit Administration (FTA) annually published one or more notices to apportion funds appropriated by law. If less than a full year of funds is available, FTA may publish multiple partial apportionment notices. This notice is the second notice announcing a partial apportionment for programs funded with Fiscal Year (FY) 2015 contract authority. FTA's program authorization, the Moving Ahead for Progress in the 21st Century Act (MAP–21), expired September 30, 2014. Since that time, Congress has enacted short-term extensions allowing FTA to continue its current programs. The most recent extension, the Highway and Transportation Funding Act of 2015, Public Law 114–21, (May 29, 2015) continues FTA's transit assistance programs through July 31, 2015.

COMMITTEE RECOMMENDATION

Not applicable.

STAFF RECOMMENDATION

Staff recommends approval of this resolution.

Fiscal Impact

Fiscal Year: 2015
Bugeted Y/N?: Y

Source of Funds: Grant

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funds will be deposited in the transit operating fund in the amount of \$2,721,847.00.

Attachments

Resolution No. 2015-RT-02

FY15 10/12ths Partial Year Apportionment Table 3

RESOLUTION NO. 2015-RT-02

AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE THE DEPARTMENT OF TRANSPORTATION (DOT), FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT, SECTION 5307, IN THE AMOUNT OF \$2,721,847.00 TO BE USED FOR OPERATING ASSISTANCE IN EL METRO OPERATIONS FUND.

WHEREAS, the City of Laredo, Texas, authorizes the City Manager to accept and execute a grant application to the Federal Transit Administration Section 5307 Urbanized Area based on funding authorized under the Moving Ahead for Progress in the 21st Century Act (MAP-21); and

WHEREAS, the Federal Transit Administration through the Department of Transportation (DOT) is prepared to award a grant to the City of Laredo, as authorized by statue 49 U.S.C. 5307, in the amount of \$2,721,847.00 for Fiscal Year 2015.

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

- **Section 1.** the City Manager is authorized to accept the Federal Transit Administration Grant of Section 5307 funds in the amount of \$2,721,847.00; and
- **Section 2.** the City Manager is authorized to execute all necessary documents relating the said Grant; and
- **Section 3**. the grant funds shall be deposited in the Laredo Transit Operating Fund.

PASSED BY THE CITY COUNCEDAY OF , 20	IL AND APPROVED BY THE MAY	OR ON THIS THE
DAT OF	13.	
	PETE SAENZ	
ATTEST:	MAYOR	
GUSTAVO GUEVARA, JR. CITY SECRETARY	_	
APPROVED AS TO FORM:		
BY	_	
RAUL CASSO		
CITY ATTORNEY		

FY 2015 SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS¹

The total available amount for a program is based on funding authorized under The Moving Ahead for Progress in the 21st Century Act (MAP-21), (Pub. L. 112-141, 2012) and appropriated pursuant to the FY 2015 Appropriations Act (Pub. L. 113- 235)

Note: In accordance with MAP-21, this table shows the amounts attributable to each State of a Multi-State Urbanized Area over 200,000 in population. These amounts are for **illustrative purposes only.** Designated recipients shall continue to sub-allocate funds allocated to an urbanized area based on a locally determined process, consistent with Section 5307 statutory requirements. Each State's share of a multi-state urbanized area was calculated on the basis of the percentage of population attributable to the States in the UZA, as determined by the 2010 Census.

URBANIZED AREA/STATE	APPORTIONMENT
1,000,000 or more in Population	\$2,811,088,407
200,000 - 999,999 in Population	\$757,460,606
50,000 - 199,999 in Population	\$449,177,276
National Total	\$4,017,726,289

Amounts Apportioned to Urbanized Areas 1,000,000 or more in Population:

Atlanta, GA	<u>\$55,452,625</u>
<u>Austin, TX</u>	<u>\$23,503,261</u>
Baltimore, MD	<u>\$53,276,709</u>
Boston, MA-NH-RI	<u>\$126,645,707</u>
Massachussetts	\$12 <i>4</i> ,452,552
New Hampshire	\$2,184,676
Rhode Island	\$8,479
<u>Charlotte, NC-SC</u>	<u>\$15,162,693</u>
North Carolina	<i>\$14,325,548</i>
South Carolina	\$837,1 4 5
Chicago, IL-IN	<u>\$206,486,022</u>
Illinois	\$192,328,153
Indiana	<i>\$14,157,869</i>
Cincinnati, OH-KY-IN	<u>\$14,854,061</u>
Ohio	\$11,753,794
Kentucky	\$3,006,550
Indiana	\$93,717
<u>Cleveland, OH</u>	<u>\$22,637,444</u>
<u>Columbus, OH</u>	<u>\$13,132,995</u>
<u>Dallas-Fort Worth-Arlington, TX</u>	<u>\$62,588,415</u>
<u>Denver-Aurora, CO</u>	<u>\$41,339,342</u>
<u>Detroit, MI</u>	<u>\$33,503,652</u>
Houston, TX	<u>\$60,042,014</u>
<u>Indianapolis, IN</u>	<u>\$11,474,515</u>
<u>Jacksonville, FL</u>	<u>\$10,918,403</u>
Kansas City, MO-KS	<u>\$13,939,441</u>

FY 2015 SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS¹

The total available amount for a program is based on funding authorized under The Moving Ahead for Progress in the 21st Century Act (MAP-21), (Pub. L. 112-141, 2012) and appropriated pursuant to the FY 2015 Appropriations Act (Pub. L. 113-235)

Note: In accordance with MAP-21, this table shows the amounts attributable to each State of a Multi-State Urbanized Area over 200,000 in population. These amounts are for illustrative purposes only. Designated recipients shall continue to sub-allocate funds allocated to an urbanized area based on a locally determined process, consistent with Section 5307 statutory requirements. Each State's share of a multi-state urbanized area was calculated on the basis of the percentage of population attributable to the States in the UZA, as determined by the 2010 Census.

URBANIZED AREA/STATE	APPORTIONMENT
Missouri	\$7,847,513
Kansas	\$6,091,928
Las Vegas-Henderson, NV	<u>\$27,668,191</u>
Los Angeles-Long Beach-Anaheim, CA	<u>\$246,702,700</u>
Memphis, TN-MS-AR	<u>\$9,087,415</u>
Tennessee	\$7,649,334
Mississippi	\$1,093,953
Arkansas	\$344,128
<u>Miami, FL</u>	<u>\$89,950,563</u>
Milwaukee, WI	<u>\$16,573,886</u>
Minneapolis-St. Paul, MN-WI	<u>\$42,746,256</u>
Minnesota	\$42,741,816
Wisconsin	\$4,440
New York-Newark, NY-NJ-CT	<u>\$735,942,067</u>
New York	\$469,234,786
New Jersey	\$266,702,461
Connecticut	\$4,820
<u>Orlando, FL</u>	<u>\$24,967,286</u>
Philadelphia, PA-NJ-DE-MD	<u>\$126,687,600</u>
Pennsylvania	\$78,659,781
New Jersey	\$33,342,980
Delaware	\$13,372,787
Maryland	\$1,312,052
Phoenix-Mesa, AZ	<u>\$41,057,774</u>
Pittsburgh, PA	<u>\$25,274,956</u>
Portland, OR-WA	<u>\$34,069,967</u>
Oregon	\$27,438,352
Washington	\$6,631,615
Providence, RI-MA	<u>\$28,826,661</u>
Rhode Island	22,672,591
Massachussetts	6,154,070
Riverside-San Bernardino, CA	<u>\$26,420,260</u>
Sacramento, CA	<u>\$20,517,010</u>
Salt Lake City-West Valley City, UT	<u>\$20,443,471</u>
San Antonio, TX	<u>\$24,151,303</u>
San Diego, CA	<u>\$52,954,258</u>
San Francisco-Oakland, CA	<u>\$106,720,421</u>
San Jose, CA	<u>\$29,835,473</u>
San Juan, PR	<u>\$23,022,758</u>

FY 2015 SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS¹

The total available amount for a program is based on funding authorized under The Moving Ahead for Progress in the 21st Century Act (MAP-21), (Pub. L. 112-141, 2012) and appropriated pursuant to the FY 2015 Appropriations Act (Pub. L. 113- 235)

LIDDANIZED ADEA/CTATE	ADDODTIONMENT
URBANIZED AREA/STATE	APPORTIONMENT
<u>Seattle, WA</u>	<u>\$82,192,560</u>
St. Louis, MO-IL	<u>\$29,078,498</u>
Missouri	<i>\$24,043,068</i>
Illinois	\$5,035, 4 30
<u>Tampa-St. Petersburg, FL</u>	<u>\$23,741,937</u>
<u>Virginia Beach, VA</u>	<u>\$14,848,233</u>
Washington, DC-VA-MD	<u>\$142,649,604</u>
District of Columbia	<i>\$16,967,254</i>
Virginia	<i>\$64,678,666</i>
Maryland	\$61,003,684
Total	\$2,811,088,407
Amounts Apportioned to Urbanized Areas 200,000 to 1 million in Population:	
Aberdeen-Bel Air South-Bel Air North, MD	<u>\$2,680,870</u>
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Amounts Apportioned to Urbanized Areas 200,000 to 1 million in Population:	
Aberdeen-Bel Air South-Bel Air North, MD	\$2,680,870
Aguadilla-Isabela-San Sebastián, PR	\$2,172,424
Akron, OH	\$5,951,85 <u>9</u>
Albany-Schenectady, NY	\$9,612,682
Albuquerque, NM	<u>\$15,282,719</u>
Allentown, PA-NJ	<u>\$7,025,760</u>
Pennsylvania	\$6,434,273
New Jersey	\$591,487
Anchorage, AK	<u>\$11,589,327</u>
Ann Arbor, MI	<u>\$5,186,671</u>
Antioch, CA	<u>\$5,060,518</u>
Appleton, WI	<u>\$2,005,575</u>
Asheville, NC	<u>\$2,158,309</u>
Atlantic City, NJ	<u>\$10,028,573</u>
Augusta-Richmond County, GA-SC	<u>\$2,296,119</u>
Georgia	\$1,681,231
South Carolina	\$61 <i>4</i> ,888
Bakersfield, CA	<u>\$6,208,014</u>
<u>Barnstable Town, MA</u>	<u>\$7,284,748</u>
Baton Rouge, LA	<u>\$4,225,831</u>
Birmingham, AL	<u>\$5,838,835</u>
Boise City, ID	<u>\$2,940,057</u>
Bonita Springs, FL	<u>\$2,695,553</u>
<u>Bridgeport-Stamford, CT-NY</u>	<u>\$22,332,376</u>
Connecticut	\$21,391,631
New York	\$940,745

FY 2015 SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS¹

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Note: In accordance with MAP-21, this table shows the amounts attributable to each State of a Multi-State Urbanized Area over 200,000 in population. These amounts are for illustrative purposes only. Designated recipients shall continue to sub-allocate funds allocated to an urbanized area based on a locally determined process, consistent with Section 5307 statutory requirements. Each State's share of a multi-state urbanized area was calculated on the basis of the percentage of population attributable to the States in the UZA, as determined by the 2010 Census.

URBANIZED AREA/STATE	APPORTIONMENT
Brownsville, TX	<u>\$2,020,959</u>
Buffalo, NY	<u>\$14,549,463</u>
Canton, OH	<u>\$2,996,455</u>
Cape Coral, FL	<u>\$4,496,882</u>
<u>Charleston-North Charleston, SC</u>	<u>\$4,747,930</u>
<u>Chattanooga, TN-GA</u>	<u>\$2,962,523</u>
Tennessee	\$2,351,85 4
Georgia	\$610,669
<u>Colorado Springs, CO</u>	<u>\$5,498,970</u>
<u>Columbia, SC</u>	<u>\$3,307,785</u>
Columbus, GA-AL	<u>\$1,869,828</u>
Georgia	\$1,421,182
Alabama	\$448,646
Concord, CA	<u>\$17,287,038</u>
Concord, NC	<u>\$1,860,799</u>
Conroe-The Woodlands, TX	<u>\$2,835,703</u>
<u>Corpus Christi, TX</u>	<u>\$4,175,558</u>
Davenport, IA-IL	<u>\$3,387,847</u>
lowa	\$1,731,377
Illinois	\$1,656,470
Dayton, OH	<u>\$12,395,583</u>
<u>Denton-Lewisville, TX</u>	<u>\$4,674,389</u>
Des Moines, IA	<u>\$5,152,965</u>
<u>Durham, NC</u>	<u>\$5,986,027</u>
El Paso, TX-NM	<u>\$11,537,719</u>
Texas	\$11,100,642
New Mexico	\$437,077
Eugene, OR	<u>\$5,090,582</u>
Evansville, IN-KY	<u>\$2,095,171</u>
Indiana	\$1,834,080
Kentucky	\$261,091
<u>Fayetteville, NC</u>	<u>\$2,378,480</u>
<u>Fayetteville-Springdale-Rogers, AR-MO</u>	<u>\$1,967,591</u>
Arkansas	\$1,967,578
Missouri	\$13
Flint, MI	<u>\$5,590,203</u>
Fort Collins, CO	<u>\$3,285,596</u>
Fort Wayne, IN	<u>\$2,453,251</u>
Fresno, CA	<u>\$9,259,750</u>

FY 2015 SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS¹

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URBANIZED AREA/STATE	APPORTIONMENT
Grand Rapids, MI	\$7,342,392
Green Bay, WI	\$1,775,077
Greensboro, NC	\$3,808,786
Greenville, SC	\$2,541,763
Gulfport, MS	\$2,000,548
Harrisburg, PA	\$4,799,876
Hartford, CT	\$ 16,731,677
Hickory, NC	\$1,384,115
Huntington, WV-KY-OH	\$1,805,999
West Virginia	\$998,922
Kentucky	\$506,042
Ohio	\$301,035
Huntsville, AL	\$1,836,524
Indio-Cathedral City, CA	\$3,655,281
Jackson, MS	\$2,223,503
Kalamazoo, MI	\$2,326,931
Kennewick-Pasco, WA	<u>\$5,715,027</u>
Killeen, TX	\$1,945,917
<u>Kissimmee, FL</u>	<u>\$4,023,862</u>
Knoxville, TN	<u>\$5,295,807</u>
<u>Lafayette, LA</u>	\$1,755,892
<u>Lakeland, FL</u>	<u>\$2,132,447</u>
Lancaster, PA	<u>\$6,732,779</u>
<u>Lancaster-Palmdale, CA</u>	<u>\$7,551,543</u>
Lansing, MI	<u>\$4,962,662</u>
<u>Laredo, TX</u>	<u>\$2,721,847</u>
Lexington-Fayette, KY	<u>\$3,711,925</u>
<u>Lincoln, NE</u>	<u>\$2,484,956</u>
Little Rock, AR	<u>\$3,855,267</u>
Louisville/Jefferson County, KY-IN	<u>\$11,737,869</u>
Kentucky	\$10,045,903
Indiana	\$1,691,966
<u>Lubbock, TX</u>	<u>\$2,628,117</u>
Madison, WI	<u>\$6,240,763</u>
McAllen, TX	<u>\$4,837,715</u>
Mission Viejo-Lake Forest-San Clemente, CA	<u>\$7,946,030</u>
Mobile, AL	<u>\$2,556,977</u>
Modesto, CA	<u>\$4,067,597</u>
Montgomery, AL	<u>\$2,039,201</u>

FY 2015 SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS¹

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URBANIZED AREA/STATE	APPORTIONMENT
Murrieta-Temecula-Menifee, CA	\$3,779,648
Myrtle Beach-Socastee, SC-NC	\$1,397,407
South Carolina	\$1,265,873
North Carolina	\$131,534
Nashua, NH-MA	\$1,351,560
New Hampshire	\$1,258,557
Massachussetts	\$93,003
Nashville-Davidson, TN	\$17,951,336
New Haven, CT	\$17,738,32 6
New Orleans, LA	\$11,651,376
Norwich-New London, CT-RI	\$3,605,061
Connecticut	\$3,228,031
Rhode Island	\$377,030
Ogden-Layton, UT	<u>\$10,218,212</u>
Oklahoma City, OK	<u>\$6,681,985</u>
Omaha, NE-IA	<u>\$6,606,857</u>
Nebraska	\$5,983,722
lowa	\$623,135
Oxnard, CA	<u>\$7,066,057</u>
Palm Bay-Melbourne, FL	<u>\$4,572,611</u>
Palm Coast-Daytona Beach-Port Orange, FL	<u>\$3,600,553</u>
Pensacola, FL-AL	<u>\$2,548,827</u>
Florida	\$2,502,498
Alabama	\$46,329
<u>Peoria, IL</u>	<u>\$2,724,975</u>
Port St. Lucie, FL	<u>\$2,452,420</u>
Portland, ME	<u>\$8,842,559</u>
Poughkeepsie-Newburgh, NY-NJ	<u>\$17,683,450</u>
New York	\$17,162,099
New Jersey	\$521,351
<u>Provo-Orem, UT</u>	<u>\$6,874,281</u>
Raleigh, NC	<u>\$8,749,225</u>
Reading, PA	<u>\$2,918,101</u>
Reno, NV-CA	<u>\$4,810,576</u>
Nevada	\$4,810,465
California	\$111
Richmond, VA	<u>\$9,535,687</u>
Roanoke, VA	<u>\$2,040,358</u>
Rochester, NY	<u>\$9,557,222</u>

FY 2015 SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS¹

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URBANIZED AREA/STATE	APPORTIONMENT
Rockford, IL	\$2,511,594
Round Lake Beach-McHenry-Grayslake, IL-WI	<u>\$3,632,846</u>
Illinos	\$3,2 <i>4</i> 9,933
Wisconsin	\$382,913
Salem, OR	\$4,645,704
Santa Clarita, CA	<u>\$3,774,084</u>
Santa Rosa, CA	<u>\$3,500,874</u>
Sarasota-Bradenton, FL	<u>\$6,342,408</u>
Savannah, GA	<u>\$2,905,807</u>
Scranton, PA	<u>\$3,740,963</u>
Shreveport, LA	<u>\$2,953,265</u>
South Bend, IN-MI	<u>\$3,243,384</u>
Indiana	\$2,821,295
Michigan	<i>\$422,089</i>
Spokane, WA	<u>\$6,406,178</u>
Springfield, MA-CT	<u>\$11,104,628</u>
Massachussetts	\$9,496,888
Connecticut	\$1,607,740
Springfield, MO	<u>\$2,086,842</u>
Stockton, CA	<u>\$6,043,841</u>
Syracuse, NY	<u>\$5,792,140</u>
Tallahassee, FL	<u>\$2,628,085</u>
Thousand Oaks, CA	<u>\$2,209,679</u>
Toledo, OH-MI	<u>\$5,103,858</u>
Ohio	\$4,817,860
Michigan	\$285,998
Trenton, NJ	<u>\$9,610,309</u>
Tucson, AZ	<u>\$11,483,132</u>
<u>Tulsa, OK</u>	<u>\$5,474,464</u>
<u>Urban Honolulu, HI</u>	<u>\$21,504,316</u>
<u>Victorville-Hesperia, CA</u>	<u>\$3,847,633</u>
<u>Visalia, CA</u>	<u>\$3,525,303</u>
<u>Wichita, KS</u>	<u>\$4,245,915</u>
<u>Wilmington, NC</u>	<u>\$1,943,646</u>
Winston-Salem, NC	<u>\$3,317,621</u>
<u>Winter Haven, FL</u>	<u>\$1,711,085</u>
Worcester, MA-CT	<u>\$7,998,242</u>
Massachussetts	\$7,455,184
Connecticut	\$5 4 3,058

FY 2015 SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS¹

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URBANIZED AREA/STATE	APPORTIONMENT
York, PA	<u>\$2,358,604</u>
Youngstown, OH-PA	<u>\$3,236,947</u>
Ohio	\$2,907,080
Pennsylvania	\$329,867
Total	\$757,460,606

Amounts Apportioned to State Governors for Urbanized Areas 50,000 to 199,999 in Population:

Consistent with prior years, urbanized area apportionments for Section 5307 and Section 5340 are combined

Alabama Anniston-Oxford, AL Auburn, AL Daphne-Fairhope, AL Decatur, AL Dothan, AL Florence, AL Gadsden, AL Tuscaloosa, AL	\$6,636,748 \$758,499 \$831,837 \$531,326 \$712,274 \$863,157 \$790,146 \$604,313 \$1,545,196
Alaska Fairbanks, AK	\$623,408 \$623,418
Arizona Avondale-Goodyear, AZ Casa Grande, AZ Flagstaff, AZ Lake Havasu City, AZ Prescott Valley-Prescott, AZ Sierra Vista, AZ Yuma, AZ-CA	\$9,102,444 \$2,485,693 \$670,982 \$1,683,605 \$624,231 \$955,152 \$595,609 \$2,087,172
Arkansas Conway, AR Fort Smith, AR-OK Hot Springs, AR Jonesboro, AR Pine Bluff, AR Texarkana-Texarkana, TX-AR	\$4,274,461 \$729,157 \$1,421,859 \$566,411 \$702,263 \$589,409 \$265,362

FY 2015 SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS¹

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URBANIZED AREA/STATE

APPORTIONMENT

<u>California</u>	<u>\$65,490,178</u>
Arroyo Grande-Grover Beach, CA	\$1,134,620
Camarillo, CA	\$1,076,396
Chico, CA	\$2,067,968
Davis, CA	\$2,456,701
Delano, CA	\$1,193,469
El Centro-Calexico, CA	\$2,276,777
El Paso de Robles (Paso Robles)-Atascadero, CA	\$1,261,279
Fairfield, CA	\$2,093,711
Gilroy-Morgan Hill, CA	\$1,220,134
Hanford, CA	\$2,137,867
Hemet, CA	\$2,616,333
Livermore, CA	\$1,243,697
Lodi, CA	\$1,269,135
Lompoc, CA	\$1,330,937
Madera, CA	\$1,310,627
Manteca, CA	\$1,560,189
Merced, CA	\$2,214,536
Napa, CA	\$1,291,052
Petaluma, CA	\$928,964
Porterville, CA	\$1,325,470
Redding, CA	\$1,347,076
Salinas, CA	\$3,333,778
San Luis Obispo, CA	\$1,814,204
Santa Barbara, CA	\$4,095,902
Santa Cruz, CA	\$3,253,904
Santa Maria, CA	\$2,790,495
Seaside-Monterey, CA	\$2,287,861
Simi Valley, CA	\$2,128,593
Tracy, CA	\$1,492,391
Turlock, CA	\$1,727,409
Vacaville, CA	\$1,439,994
Vallejo, CA	\$2,989,426
Watsonville, CA	\$1,319,214
Woodland, CA	\$1,519,107
Yuba City, CA	\$1,925,273
Yuma, AZ-CA	\$15,689

FY 2015 SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS¹

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URBANIZED AREA/STATE	APPORTIONMENT
Colorado	\$10,631,106
Boulder, CO	\$2,812,105
Grand Junction, CO	\$1,428,289
Greeley, CO	\$1,740,582
Lafayette-Louisville-Erie, CO	\$1,088,161
Longmont, CO	\$1,927,848
Pueblo, CO	\$1,634,121
Connecticut	<u>\$16,952,387</u>
Danbury, CT-NY	\$7,918,249
Waterbury, CT	\$9,034,138
<u>Delaware</u>	<u>\$2,703,069</u>
Dover, DE	\$2,236,135
Salisbury, MD-DE	\$466,934
<u>Florida</u>	<u>\$21,997,658</u>
Deltona, FL	\$2,165,928
Fort Walton Beach-Navarre-Wright, FL	\$2,088,673
Gainesville, FL	\$3,206,585
Homosassa Springs-Beverly Hills-Citrus Springs, FL	\$758,565
Lady Lake-The Villages, FL	\$1,223,458
Leesburg-Eustis-Tavares, FL	\$1,381,613
North Port-Port Charlotte, FL	\$1,789,833
Ocala, FL	\$1,682,145
Panama City, FL	\$1,566,368
Sebastian-Vero Beach South-Florida Ridge, FL	\$1,635,744
Sebring-Avon Park, FL	\$655,685
Spring Hill, FL	\$1,534,165
St. Augustine, FL	\$772,746
Titusville, FL	\$794,308
Zephyrhills, FL	\$741,842
<u>Georgia</u>	<u>\$12,128,316</u>
Albany, GA	\$1,364,693
Athens-Clarke County, GA	\$1,855,917
Brunswick, GA	\$523,836
Cartersville, GA	\$508,231
Dalton, GA	\$854,578

FY 2015 SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS¹

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URBANIZED AREA/STATE	APPORTIONMENT
Gainesville, GA	\$1,275,375
Hinesville, GA	\$590,493
Macon, GA	\$1,824,699
Rome, GA	\$1,115,817
Valdosta, GA	\$844,032
Warner Robins, GA	\$1,370,645
<u>Hawaii</u>	<u>\$3,724,814</u>
Kahului, HI	\$1,808,321
Kailua (Honolulu County)-Kaneohe, HI	\$1,916,493
<u>ldaho</u>	<u>\$5,555,172</u>
Coeur d'Alene, ID	\$1,216,937
Idaho Falls, ID	\$1,109,103
Lewiston, IDWA	\$369,451
Nampa, ID	\$1,960,653
Pocatello, ID	\$899,029
<u>Illinois</u>	\$14,365,713
Alton, ILMO	\$910,838
Beloit, WIIL	\$219,554
Bloomington-Normal, IL	\$2,299,791
Cape Girardeau, MO-IL	\$5,169
Carbondale, IL	\$731,558
Champaign, IL	\$2,993,739
Danville, IL	\$746,814
Decatur, IL	\$1,502,967
DeKalb, IL	\$1,266,955
Dubuque, IA-IL	\$43,450
Kankakee, IL	\$1,664,760
Kenosha, WI-IL	\$53
Springfield, IL	\$1,980,065
<u>Indiana</u>	<u>\$11,937,389</u>
Anderson, IN	\$913,026
Bloomington, IN	\$1,787,824
Columbus, IN	\$661,029
Elkhart, IN-MI	\$1,586,608
Kokomo, IN	\$1,027,732

FY 2015 SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS¹

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URBANIZED AREA/STATE	APPORTIONMENT
Lafayette, IN	\$2,560,534
Michigan City-La Porte, IN-MI	\$747,836
Muncie, IN	\$1,579,591
Terre Haute, IN	\$1,073,209
<u>lowa</u>	<u>\$9,201,604</u>
Ames, IA	\$1,625,980
Cedar Rapids, IA	\$2,169,632
Dubuque, IA-IL	\$924,841
Iowa City, IA	\$2,020,881
Sioux City, IA-NE-SD	\$1,138,709
Waterloo, IA	\$1,321,562
<u>Kansas</u>	<u>\$4,335,936</u>
Lawrence, KS	\$1,756,270
Manhattan, KS	\$763,749
St. Joseph, MOKS	\$32,884
Topeka, KS	\$1,783,033
<u>Kentucky</u>	<u>\$3,060,821</u>
Bowling Green, KY	\$903,755
Clarksville, TN-KY	\$217,594
Elizabethtown-Radcliff, KY	\$1,065,261
Owensboro, KY	\$874,211
<u>Louisiana</u>	<u>\$7,681,516</u>
Alexandria, LA	\$866,008
Hammond, LA	\$636,213
Houma, LA	\$1,601,511
Lake Charles, LA	\$1,419,328
Mandeville-Covington, LA	\$891,955
Monroe, LA	\$1,278,290
Slidell, LA	\$988,211
Maine	<u>\$2,018,981</u>
Bangor, ME	\$972,499
Dover-Rochester, NH-ME	\$78,376
Lewiston, ME	\$828,715
Portsmouth, NH-ME	\$139,391

FY 2015 SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS¹

The total available amount for a program is based on funding authorized under The Moving Ahead for Progress in the 21st Century Act (MAP-21), (Pub. L. 112-141, 2012) and appropriated pursuant to the FY 2015 Appropriations Act (Pub. L. 113- 235)

Note: In accordance with MAP-21, this table shows the amounts attributable to each State of a Multi-State Urbanized Area over 200,000 in population. These amounts are for **illustrative purposes only.** Designated recipients shall continue to sub-allocate funds allocated to an urbanized area based on a locally determined process, consistent with Section 5307 statutory requirements. Each State's share of a multi-state urbanized area was calculated on the basis of the percentage of population attributable to the States in the UZA, as determined by the 2010 Census.

URBANIZED AREA/STATE	APPORTIONMENT
<u>Maryland</u>	\$10,334,619
Cumberland, MD-WV-PA	\$843,815
Frederick, MD	\$2,474,695
Hagerstown, MD-WV-PA	\$1,652,176
Lexington Park-California-Chesapeake Ranch Estates, MD	\$1,073,429
Salisbury, MD-DE	\$1,335,470
Waldorf, MD	\$1,821,911
Westminster-Eldersburg, MD	\$1,133,122
<u>Massachusetts</u>	<u>\$6,997,250</u>
Leominster-Fitchburg, MA	\$2,459,450
New Bedford, MA	\$3,133,646
Pittsfield, MA	\$1,404,154
<u>Michigan</u>	<u>\$12,252,781</u>
Battle Creek, MI	\$852,352
Bay City, MI	\$1,123,461
Benton Harbor-St. Joseph-Fair Plain, MI	\$789,708
Elkhart, IN-MI	\$9,976
Holland, MI	\$1,267,826
Jackson, MI	\$1,000,458
Michigan City-La Porte, IN-MI	\$6,780
Midland, MI	\$591,332
Monroe, MI	\$725,774
Muskegon, MI	\$1,721,035
Port Huron, MI	\$1,560,233
Saginaw, MI	\$1,487,105
South Lyon-Howell, MI	\$1,116,740
<u>Minnesota</u>	<u>\$7,040,504</u>
Duluth, MNWI	\$1,673,877
Fargo, ND-MN	\$605,034
Grand Forks, ND-MN	\$132,920
La Crosse, WI-MN	\$80,867
Mankato, MN	\$732,384
Rochester, MN	\$1,784,686

St. Cloud, MN

\$2,030,735

FY 2015 SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS¹

The total available amount for a program is based on funding authorized under The Moving Ahead for Progress in the 21st Century Act (MAP-21), (Pub. L. 112-141, 2012) and appropriated pursuant to the FY 2015 Appropriations Act (Pub. L. 113- 235)

Mississipol \$1.657.773 Hattiesburg, MS \$817,292 Pascagoula, MS \$840,481 Missouri \$6,280,699 Alton, ItMO \$860 Cape Girardeau, MO-IL \$880,695 Columbia, MO \$1,844,927 Jefferson City, MO \$613,719 Joppin, MO \$847,054 Lee's Surmit, MO \$1,000,086 St. Joseph, MO-KS \$1,093,359 Montana \$3,681,355 Billings, MT \$1,428,137 Great Falls, MT \$966,711 Missoula, MT \$1,286,507 Nebraska \$809,770 Grand Island, NE \$585,617 Sioux City, IA-NE-SD \$224,152 New Hampshire \$3,248,974 Dover-Rochester, NH-ME \$805,165 Manchester, NH \$1,803,509 Portsmouth, NH-ME \$8,664 Vibias, NJ \$1,221,648 Villas, NJ \$1,229,315 Vise, Solution, NM \$1,229,315 Vise, Solution, NM \$1,269,315	URBANIZED AREA/STATE	APPORTIONMENT
Pascagoula, MS \$840,481 Missouri \$6,280,699 Alton, IL-MO \$860 Cape Girardeau, MO-IL \$880,695 Columbia, MO \$1,844,927 Jefferson City, MO \$1,37,19 Joppin, MO \$847,054 Lee's Summit, MO \$1,000,086 St. Joseph, MO-KS \$1,093,359 Montana \$3,681,355 Billings, MT \$1,428,137 Great Falls, MT \$966,711 Missoula, MT \$1,286,507 Nebraska \$809,770 Grand Island, NE \$588,617 Sioux City, IA-NE-SD \$224,152 New data \$782,557 New Hampshire \$3,248,974 Dover-Rochester, NH-ME \$305,165 Manchester, NH \$1,803,509 Portsmouth, NH-ME \$6,604 New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$8,664 Vineland, NJ \$1,269,315 Vineland, NJ \$1,269,315 Vineland, NJ \$1,279,7589 New M	Mississippi	<u>\$1,657,773</u>
Missouri \$6,280,699 Cape Girardeau, MO-IL \$860 Cape Girardeau, MO-IL \$880,695 Columbia, MO \$1,844,927 Jefferson City, MO \$613,717 Joplin, MO \$847,054 Lee's Summit, MO \$1,000,086 St. Joseph, MO-KS \$1,093,359 Montana \$3,681,355 Montana \$3,681,355 Billings, MT \$14,28,137 Great Falls, MT \$966,711 Missoula, MT \$1,286,507 Nebraska \$809,770 Grand Island, NE \$585,617 Sioux City, IA-NE-SD \$224,152 Nevada \$782,557 New Hampshire \$3,248,974 Dover-Rochester, NH-ME \$805,165 Manchester, NH-ME \$8,05,165 Manchester, NH-ME \$640,300 New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,221,648 Villas, NJ \$1,293,549	Hattiesburg, MS	\$817,292
Alton, IL-MO \$880. Cape Girardeau, MO-IL \$880.60 Columbia, MO \$1.844.927 Jefferson City, MO \$613,719 Joplin, MO \$847,054 Lee's Summit, MO \$1,000.086 St. Joseph, MOKS \$1,093,359 Montana \$3.681.355 Billings, MT \$966,711 Missoula, MT \$966,711 Missoula, MT \$986,711 Missoula, MT \$588,617 Sioux City, IA-NE-SD \$224,152 Nevada \$782,557 Carson City, NV \$782,557 New Hampshire \$3,248,974 Dover-Rochester, NH-ME \$1,803,509 Portsmouth, NH-ME \$640,300 New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,221,648 Villas, NJ \$1,229,481 Vineland, NJ \$1,797,589 New Mexico \$4,089,836 Farmington, NM \$567,818	Pascagoula, MS	\$840,481
Cape Girardeau, MO-IL \$880,695 Columbia, MO \$1,844,927 Jefferson City, MO \$613,719 Joplin, MO \$847,054 Lee's Summit, MO \$1,000,086 St. Joseph, MOKS \$1,093,359 Montana \$3,681,355 Billings, MT \$1428,137 Great Falls, MT \$966,711 Missoula, MT \$1,286,507 Nebraska \$809,770 Grand Island, NE \$585,617 Sioux City, IA-NE-SD \$224,152 Nevada \$782,557 Carson City, NV \$782,557 New Hampshire \$3,248,974 Dover-Rochester, NH-ME \$805,165 Manchester, NH \$1,803,509 Portsmouth, NH-ME \$640,300 New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$3,664 Twin Rivers-Hightstown, NJ \$1,226,315 Vineland, NJ \$1,269,315 Vineland, NJ \$1,279,589 New Mexico \$4,083,836 Farmington, NM \$567,818 <td><u>Missouri</u></td> <td><u>\$6,280,699</u></td>	<u>Missouri</u>	<u>\$6,280,699</u>
Columbia, MO \$1,844,927 Jefferson City, MO \$613,719 Joplin, MO \$847,054 Lee's Summit, MO \$1,000,086 St. Joseph, MOKS \$1,093,359 Montana \$3,681,355 Billings, MT \$1,428,137 Great Falls, MT \$966,711 Missoula, MT \$1,286,507 Nebraska \$809,770 Grand Island, NE \$585,617 Sioux City, IA-NE-SD \$224,152 Nevada \$782,557 Carson City, NV \$782,557 New Hampshire \$3,248,974 Dover-Rochester, NH-ME \$805,165 Manchester, NH \$1,803,509 Portsmouth, NH-ME \$640,300 New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,226,315 Vineland, NJ \$1,293,315 New Mexico \$4,099,836 Farmington, NM \$567,818		
Jefferson City, MO \$613,719 Joplin, MO \$847,054 Lee's Surmit, MO \$1,000,086 St. Joseph, MOKS \$1,093,355 Billings, MT \$1,428,135 Great Falls, MT \$966,711 Missoula, MT \$1,286,507 Nebraska \$809,770 Grand Island, NE \$585,617 Sloux City, IA-NE-SD \$224,152 Nevada \$782,557 Carson City, NV \$782,557 New Hampshire \$805,165 Dover-Rochester, NH-ME \$805,165 Manchester, NH \$1,803,509 Portsmouth, NH-ME \$640,300 New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,226,815 Vineland, NJ \$1,229,315 Vineland, NJ \$1,299,315 New Mexico \$4,089,836 Farmington, NM \$567,818	Cape Girardeau, MO-IL	\$880,695
Joplin, MO \$847,054 Lee's Surmit, MO \$1,000,086 St. Joseph, MOKS \$1,093,359 Montana \$3,681,355 Billings, MT \$1,428,137 Great Falls, MT \$966,711 Missoula, MT \$966,771 Mebraska \$809,770 Grand Island, NE \$585,617 Sioux City, IA-NE-SD \$224,152 Nevada \$782,557 New Hampshire \$3,248,974 Dover-Rochester, NH-ME \$805,165 Manchester, NH \$1,803,509 Portsmouth, NH-ME \$640,300 New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,293,15 Vineland, NJ \$1,293,589 New Mexico \$4,089,836 Farmington, NM \$567,818	Columbia, MO	\$1,844,927
Lee's Summit, MO \$1,000,086 St. Joseph, MOKS \$1,093,359 Montana \$3,681,355 Billings, MT \$1,428,137 Great Falls, MT \$966,711 Missoula, MT \$1,286,507 Nebraska \$809,770 Grand Island, NE \$585,617 Sioux City, IA-NE-SD \$224,152 Nevada \$782,557 Carson City, NV \$782,557 New Hampshire \$805,165 Manchester, NH-ME \$805,165 Manchester, NH-ME \$1,803,509 Portsmouth, NH-ME \$640,300 New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,226,315 Vineland, NJ \$1,797,589 New Mexico \$4089,836 Farmington, NM \$567,818	Jefferson City, MO	\$613,719
St. Joseph, MOKS \$1,093,359 Montana \$3,681,355 Billings, MT \$1,428,137 Great Falls, MT \$966,711 Missoula, MT \$1,286,507 Nebraska \$809,770 Grand Island, NE \$585,617 Sloux City, IA-NE-SD \$224,152 Nevada \$782,557 Carson City, NV \$782,557 New Hampshire \$3,248,974 Dover-Rochester, NH-ME \$1,803,509 Manchester, NH-ME \$1,803,509 Portsmouth, NH-ME \$44,0300 New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,221,648 Villas, NJ \$1,229,315 New Mexico \$4,099,836 Farmington, NM \$567,818	Joplin, MO	\$847,054
Montana Billings, MT \$3.681.355 Great Falls, MT Missoula, MT \$966,711 Missoula, MT \$1,286,507 Nebraska \$809,770 Grand Island, NE \$585,617 Sloux City, IA-NE-SD \$224,152 Nevada \$782,557 Carson City, NV \$782,557 New Hampshire Dover-Rochester, NH-ME \$805,165 Manchester, NH-ME \$805,165 Manchester, NH-ME \$640,300 New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,226,9315 Vineland, NJ \$1,797,589 New Mexico Farmington, NM \$567,818	Lee's Summit, MO	\$1,000,086
Billings, MT \$1,428,137 Great Falls, MT \$966,711 Missoula, MT \$1,286,507 Nebraska \$809,770 Grand Island, NE \$585,617 Sloux City, IA-NE-SD \$224,152 Nevada \$782,557 Carson City, NV \$782,557 New Hampshire \$3,248,974 Dover-Rochester, NH-ME \$805,165 Manchester, NH \$1,803,509 Portsmouth, NH-ME \$640,300 New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,229,315 Vineland, NJ \$1,797,589 New Mexico \$4,089,366 Farmington, NM \$567,818	St. Joseph, MOKS	\$1,093,359
Great Falls, MT \$966,711 Missoula, MT \$1,286,507 Nebraska \$809,770 Grand Island, NE \$585,617 Sioux City, IA-NE-SD \$224,152 Nevada \$782,557 Carson City, NV \$782,557 New Hampshire \$805,165 Manchester, NH-ME \$805,165 Manchester, NH-ME \$640,300 Portsmouth, NH-ME \$640,300 New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,226,315 Vineland, NJ \$1,797,589 New Mexico \$4,089,386 Farmington, NM \$567,818	<u>Montana</u>	<u>\$3,681,355</u>
Missoula, MT \$1,286,507 Nebraska \$809,770 Grand Island, NE \$585,617 Sloux City, IA-NE-SD \$224,152 Nevada \$782,557 Carson City, NV \$782,557 New Hampshire \$3,248,974 Dover-Rochester, NH-ME \$805,165 Manchester, NH \$1,803,509 Portsmouth, NH-ME \$640,300 New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,269,315 Vineland, NJ \$1,797,589 New Mexico \$4,089,336 Farmington, NM \$567,818	Billings, MT	\$1,428,137
Nebraska \$809,770 Grand Island, NE \$585,617 Sioux City, IA-NE-SD \$224,152 Nevada \$782,557 Carson City, NV \$782,557 New Hampshire \$3,248,974 Dover-Rochester, NH-ME \$805,165 Manchester, NH \$1,803,509 Portsmouth, NH-ME \$640,300 New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,229,315 Vineland, NJ \$1,797,589 New Mexico \$4,089,836 Farmington, NM \$567,818	Great Falls, MT	\$966,711
Grand Island, NE \$585,617 Sioux City, IA-NE-SD \$224,152 Nevada \$782,557 Carson City, NV \$782,557 New Hampshire \$3,248,974 Dover-Rochester, NH-ME \$805,165 Manchester, NH \$1,803,509 Portsmouth, NH-ME \$640,300 New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,229,315 Vineland, NJ \$1,797,589 New Mexico \$4,089,836 Farmington, NM \$567,818	Missoula, MT	\$1,286,507
Sioux City, IA-NE-SD \$224,152 Nevada Carson City, NV \$782,557 New Hampshire Dover-Rochester, NH-ME \$3,248,974 \$805,165 Manchester, NH Portsmouth, NH-ME \$1,803,509 \$640,300 New Jersey East Stroudsburg, PA-NJ \$4,297,215 \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,229,315 Vineland, NJ \$1,797,589 New Mexico Farmington, NM \$4,089,836 Farmington, NM \$567,818	<u>Nebraska</u>	<u>\$809,770</u>
Nevada \$782,557 Carson City, NV \$782,557 New Hampshire \$3,248,974 Dover-Rochester, NH-ME \$805,165 Manchester, NH \$1,803,509 Portsmouth, NH-ME \$640,300 New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,269,315 Vineland, NJ \$1,797,589 New Mexico \$4,089,836 Farmington, NM \$567,818	Grand Island, NE	
Carson City, NV \$782,557 New Hampshire Dover-Rochester, NH-ME \$805,165 Manchester, NH Portsmouth, NH-ME \$1,803,509 Portsmouth, NH-ME \$640,300 New Jersey East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,269,315 Vineland, NJ \$1,797,589 New Mexico Farmington, NM \$567,818	Sioux City, IA-NE-SD	\$224,152
New Hampshire \$3,248,974 Dover-Rochester, NH-ME \$805,165 Manchester, NH \$1,803,509 Portsmouth, NH-ME \$640,300 New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,269,315 Vineland, NJ \$1,797,589 New Mexico \$4,089,836 Farmington, NM \$567,818	<u>Nevada</u>	<u>\$782,557</u>
Dover-Rochester, NH-ME \$805,165 Manchester, NH \$1,803,509 Portsmouth, NH-ME \$640,300 New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,269,315 Vineland, NJ \$1,797,589 New Mexico \$4,089,836 Farmington, NM \$567,818	Carson City, NV	\$782,557
Dover-Rochester, NH-ME \$805,165 Manchester, NH \$1,803,509 Portsmouth, NH-ME \$640,300 New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,269,315 Vineland, NJ \$1,797,589 New Mexico \$4,089,836 Farmington, NM \$567,818	New Hampshire	\$3,248,974
New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,269,315 Vineland, NJ \$1,797,589 New Mexico \$4,089,836 Farmington, NM \$567,818	Dover-Rochester, NH-ME	
New Jersey \$4,297,215 East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,269,315 Vineland, NJ \$1,797,589 New Mexico \$4,089,836 Farmington, NM \$567,818	Manchester, NH	\$1,803,509
East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,269,315 Vineland, NJ \$1,797,589 New Mexico \$4,089,836 Farmington, NM \$567,818	Portsmouth, NH-ME	\$640,300
East Stroudsburg, PA-NJ \$8,664 Twin Rivers-Hightstown, NJ \$1,221,648 Villas, NJ \$1,269,315 Vineland, NJ \$1,797,589 New Mexico \$4,089,836 Farmington, NM \$567,818	New Jersey	<u>\$4,297,215</u>
Villas, NJ \$1,269,315 Vineland, NJ \$1,797,589 New Mexico \$4,089,836 Farmington, NM \$567,818		
Villas, NJ \$1,269,315 Vineland, NJ \$1,797,589 New Mexico \$4,089,836 Farmington, NM \$567,818	Twin Rivers-Hightstown, NJ	\$1,221,648
Vineland, NJ \$1,797,589 New Mexico Farmington, NM \$4,089,836	· · · · · · · · · · · · · · · · · · ·	
Farmington, NM \$567,818	Vineland, NJ	
Farmington, NM \$567,818	New Mexico	<u>\$4,089,836</u>
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FY 2015 SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS¹

The total available amount for a program is based on funding authorized under The Moving Ahead for Progress in the 21st Century Act (MAP-21), (Pub. L. 112-141, 2012) and appropriated pursuant to the FY 2015 Appropriations Act (Pub. L. 113- 235)

Tos Lunas, NM \$597,636 Santa Fe, NM \$1,329,739 New York \$11,654,449 Binghamton, NY-PA \$2,910,310 Danbury, CT-NY \$126,526 Elmira, NY \$1,004,337 Glens Falls, NY \$1,915,953 Ithaca, NY \$1,681,466 Kingston, NY \$1,681,166 Middletown, NY \$1,021,142 Saratoga Springs, NY \$852,603 Ultica, NY \$852,603 Ultica, NY \$862,203 North Carolina \$9,526,124 Burlington, NC \$1,754,982 Gastonia, NC-SC \$1,734,988 Goldsboro, NC \$622,833 Greenville, NC \$1,174,953 High Point, NC \$1,21,141 New Bern, NC \$1,21,20,141 New Bern, NC \$1,21,20,141 North Dakota \$1,120,141 Sibmarck, ND \$1,322,660 Fargo, ND-MN \$1,391,021 Grand Forks, ND-MN \$77,859 Ohio \$7,935,003 Ulma, OH	URBANIZED AREA/STATE	APPORTIONMENT
New York \$11,654,449 Binghamton, NYPA \$2,910,310 Danbury, CT-NY \$126,526 Elmira, NY \$1,004,337 Glens Falls, NY \$915,953 Kingston, NY \$768,156 Middletown, NY \$768,156 Middletown, NY \$852,603 Utica, NY \$1,768,241 Watertown, NY \$1,768,241 Watertown, NY \$804,230 North Carolina \$9,526,124 Burlington, NC \$1,257,492 Gastonia, NC-SC \$1,734,988 Goldsboro, NC \$1,257,492 Gastonia, NC-SC \$1,257,492 Gastonia, NC-SC \$1,257,492 Greenville, NC \$1,257,492 Jigh Point, NC \$1,257,492 Jacksonville, NC \$1,257,492 Rocky Mount, NC \$1,210,141 New Bern, NC \$816,660 Rocky Mount, NC \$1,322,607 Fargo, ND-MN \$1,322,607 Fargo, ND-MN \$1,322,607 Fargo, ND-MN \$1,322,607 <t< td=""><td>Los Lunas, NM</td><td>\$597,636</td></t<>	Los Lunas, NM	\$597,636
Binghamton, NY-PA \$2,910,310 Danbury, CT-NY \$126,526 Elmira, NY \$915,953 Ithaca, NY \$915,953 Ithaca, NY \$768,156 Kingston, NY \$768,156 Middletown, NY \$1,021,142 Saratoga Springs, NY \$852,603 Utica, NY \$1,768,241 Watertown, NY \$804,230 North Carollina \$9.266,124 Burlington, NC \$1,257,492 Gastonia, NC-SC \$1,734,988 Goldsboro, NC \$622,833 Greenville, NC \$1,410,753 High Point, NC \$1,410,753 Jacksonville, NC \$1,410,753 Jacksonville, NC \$1,110,141 New Bern, NC \$1,110,141 New Bern, NC \$1,322,607 Fargo, ND-MN \$777,859 Lorain-El	Santa Fe, NM	\$1,329,739
Danbury, CT-NY \$126,526 Elmira, NY \$1,004,537 Glens Falls, NY \$915,953 Kingston, NY \$768,156 Middletown, NY \$852,603 Middletown, NY \$852,603 Saratoga Springs, NY \$852,603 Utica, NY \$1,768,241 Watertown, NY \$804,230 North Carolina \$9,526,124 Burlington, NC \$1,257,492 Gastonia, NC-SC \$1,734,988 Goldsboro, NC \$622,833 Greenville, NC \$1,410,753 High Point, NC \$1,811,615 Jacksonville, NC \$1,120,141 New Bern, NC \$816,660 Rocky Mount, NC \$751,642 North Dakota \$1,322,607 Bismarck, ND \$1,331,021 Grand Forks, ND-MN \$1,931,021 Grand Forks, ND-MN \$855,039 Ohio \$777,859 Lorain-Elyria, OH \$1,112,581 Morth Dakota \$1,112,581 Birma, OH \$778,559 Lorain-El	New York	\$11,654,449
Elmira, NY \$1,004,337 Glens Falls, NY \$915,953 Kingston, NY \$768,156 Middletown, NY \$1,021,142 Saratoga Springs, NY \$852,603 Utica, NY \$1,768,241 Watertown, NY \$804,230 North Carolina \$9.526,124 Burlington, NC \$1,257,492 Gastonia, NC-Sc \$1,734,988 Goldsboro, NC \$622,833 Greenville, NC \$1,410,753 High Point, NC \$1,811,615 Jacksonville, NC \$1,811,615 How Bern, NC \$816,660 Rocky Mount, NC \$71,642 North Dakota \$4,108,667 Bismarck, ND \$1,322,607 Fargo, ND-MN \$1,391,021 Grand Forks, ND-MN \$1,393,021 Grand Forks, ND-MN \$855,039 Ohio \$77,385,003 Lima, OH \$777,859 Lorain-Elyria, OH \$81,4281 Middletown, OH \$1,115,861 Newark, OH \$1,198,840 Parkersb	Binghamton, NYPA	\$2,910,310
Glens Falls, NY \$915,953 Ithaca, NY \$1,482,951 Kingston, NY \$768,156 Middletown, NY \$1,021,142 Saratoga Springs, NY \$852,603 Utica, NY \$1,768,241 Watertown, NY \$804,230 North Carolina \$9,526,124 Burlington, NC \$1,257,492 Goldsboro, NC \$1,734,988 Goldsboro, NC \$1,734,988 Goldsboro, NC \$1,410,753 High Point, NC \$1,811,615 Jacksonville, NC \$1,811,615 Jacksonville, NC \$1,811,615 Mew Bern, NC \$1,810,660 Rocky Mount, NC \$751,642 North Dakota \$1,322,607 Bismarck, ND \$1,331,021 Grand Forks, ND-MN \$1,931,021 Grand Forks, ND-MN \$855,039 Obio \$777,659 Lima, OH \$777,659 Lorain-Elyria, OH \$1,12,259 Mansfield, OH \$1,115,861 Newark, OH \$1,198,840 Newar	Danbury, CT-NY	\$126,526
Ithaca, NY \$1,482,951 Kingston, NY \$768,156 Middletown, NY \$1,021,142 Saratoga Springs, NY \$852,603 Utica, NY \$1,768,241 Watertown, NY \$804,230 North Carolina \$9,526,124 Burlington, NC \$1,257,492 Gastonia, NC-SC \$1,734,988 Goldsboro, NC \$622,833 Greenville, NC \$1,410,753 High Point, NC \$1,811,615 Jacksonville, NC \$1,811,615 Jacksonville, NC \$1,811,615 Mow Bern, NC \$816,660 Rocky Mount, NC \$751,642 North Dakota \$1,322,607 Bismarck, ND \$1,322,607 Fargo, ND-MN \$1,931,021 Grand Forks, ND-MN \$855,039 Ohio \$777,859 Lorain-Elyria, OH \$814,284 Mansfield, OH \$814,284 Middletown, OH \$1,115,861 Newark, OH \$1,902,219 Springfield, OH \$990,664	Elmira, NY	\$1,004,337
Kingston, NY \$768,156 Middletown, NY \$1,021,142 Saratoga Springs, NY \$852,603 Utica, NY \$1,768,241 Watertown, NY \$804,230 North Carolina \$9,526,124 Burlington, NC \$1,257,492 Gastonia, NC-SC \$1,734,988 Goldsboro, NC \$622,833 Greenville, NC \$1,410,753 High Point, NC \$1,811,615 Jacksonville, NC \$1,311,615 New Bern, NC \$816,660 Rocky Mount, NC \$751,642 North Dakota \$4,108,667 Bismarck, ND \$1,322,607 Fargo, ND-MN \$1,322,607 Fargo, ND-MN \$815,003 Crand Forks, ND-MN \$855,039 Ohio \$7,935,003 Lima, OH \$7,77,859 Lorain-Elyria, OH \$814,281 Middletown, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$190,064	Glens Falls, NY	\$915,953
Middletown, NY \$1,021,142 Saratoga Springs, NY \$852,603 Utica, NY \$1,768,241 Watertown, NY \$804,230 North Carolina \$9,526,124 Burlington, NC \$1,257,492 Gastonia, NC-SC \$1,734,988 Goldsboro, NC \$622,833 Greenville, NC \$1,410,753 High Point, NC \$1,811,615 Jacksonville, NC \$1,120,141 New Bern, NC \$816,660 Rocky Mount, NC \$816,660 Rocky Mount, NC \$751,642 North Dakota \$1,322,607 Bismarck, ND \$1,322,607 Grago, ND-MN \$1,393,021 Grand Forks, ND-MN \$855,039 Ohio \$777,859 Lima, OH \$81,259 Lorain-Elyria, OH \$81,225 Mansfield, OH \$814,281 Middletown, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$1990,664	Ithaca, NY	\$1,482,951
Saratoga Springs, NY \$852,603 Utica, NY \$1,768,241 Watertown, NY \$804,230 North Carolina \$9,526,124 Burlington, NC \$1,257,492 Gastonia, NC-SC \$1,734,988 Goldsboro, NC \$622,833 Greenville, NC \$1,410,753 High Point, NC \$1,811,615 Jacksonville, NC \$1,120,141 New Bern, NC \$816,660 Rocky Mount, NC \$751,642 North Dakota \$4,108,667 Bismarck, ND \$1,332,607 Fargo, ND-MN \$1,393,001 Grand Forks, ND-MN \$855,039 Ohio \$77,355,003 Lima, OH \$777,859 Lorain-Elyria, OH \$814,281 Middletown, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664	Kingston, NY	\$768,156
Utica, NY \$1,768,241 Watertown, NY \$804,230 North Carolina \$9,526,124 Burlington, NC \$1,257,492 Gastonia, NC-SC \$1,734,988 Goldsboro, NC \$622,833 Greenville, NC \$1,410,753 High Point, NC \$1,811,615 Jacksonville, NC \$1,120,141 New Bern, NC \$816,660 Rocky Mount, NC \$816,660 North Dakota \$1,322,607 Bismarck, ND \$1,322,607 Fargo, ND-MN \$1,931,021 Grand Forks, ND-MN \$855,039 Ohio \$777,359 Lima, OH \$777,359 Lorain-Elyria, OH \$814,281 Middletown, OH \$814,281 Newark, OH \$1,115,861 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664	Middletown, NY	\$1,021,142
Watertown, NY \$804,230 North Carolina \$9,526,124 Burlington, NC \$1,257,492 Gastonia, NC-SC \$1,734,988 Goldsboro, NC \$622,833 Greenville, NC \$1,410,753 High Point, NC \$1,811,615 Jacksonville, NC \$1,120,141 New Bern, NC \$816,660 Rocky Mount, NC \$751,642 North Dakota \$4,108,667 Bismarck, ND \$1,322,607 Fargo, ND-MN \$1,931,021 Grand Forks, ND-MN \$855,039 Ohio \$777,859 Lima, OH \$777,859 Lorain-Elyria, OH \$2,112,259 Mansfield, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664	Saratoga Springs, NY	\$852,603
North Carolina \$9,526,124 Burlington, NC \$1,257,492 Gastonia, NC-SC \$1,734,988 Goldsboro, NC \$622,833 Greenville, NC \$1,410,753 High Point, NC \$1,811,615 Jacksonville, NC \$1,120,141 New Bern, NC \$816,660 Rocky Mount, NC \$751,642 North Dakota \$4,108,667 Bismarck, ND \$1,322,607 Fargo, ND-MN \$1,931,021 Grand Forks, ND-MN \$855,039 Ohio \$77,355,003 Lima, OH \$777,859 Lorain-Elyria, OH \$2,112,259 Mansfield, OH \$814,281 Middletown, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664	Utica, NY	\$1,768,241
Burlington, NC \$1,257,492 Gastonia, NC-SC \$1,734,988 Goldsboro, NC \$622,833 Greenville, NC \$1,410,753 High Point, NC \$1,811,615 Jacksonville, NC \$1,120,141 New Bern, NC \$816,660 Rocky Mount, NC \$751,642 North Dakota \$4,108,667 Bismarck, ND \$1,322,607 Fargo, ND-MN \$1,931,021 Grand Forks, ND-MN \$855,039 Ohio \$7,935,003 Lima, OH \$7,777,859 Lorain-Elyria, OH \$2,112,259 Mansfield, OH \$814,281 Middletown, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664	Watertown, NY	\$804,230
Gastonia, NC-SC \$1,734,988 Goldsboro, NC \$622,833 Greenville, NC \$1,410,753 High Point, NC \$1,811,615 Jacksonville, NC \$1,120,141 New Bern, NC \$816,660 Rocky Mount, NC \$751,642 North Dakota \$4,108,667 Bismarck, ND \$1,322,607 Fargo, ND-MN \$1,931,021 Grand Forks, ND-MN \$855,039 Ohio \$7,77,859 Lima, OH \$7,77,859 Lorain-Elyria, OH \$2,112,259 Mansfield, OH \$814,281 Middletown, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664	North Carolina	<u>\$9,526,124</u>
Goldsboro, NC \$622,833 Greenville, NC \$1,410,753 High Point, NC \$1,811,615 Jacksonville, NC \$1,120,141 New Bern, NC \$816,660 Rocky Mount, NC \$751,642 North Dakota \$4,108,667 Bismarck, ND \$1,322,607 Fargo, ND-MN \$1,931,021 Grand Forks, ND-MN \$855,039 Ohio \$7,935,003 Lima, OH \$777,859 Lorain-Elyria, OH \$814,281 Middletown, OH \$814,281 Newark, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664	Burlington, NC	\$1,257,492
Greenville, NC \$1,410,753 High Point, NC \$1,811,615 Jacksonville, NC \$1,120,141 New Bern, NC \$816,660 Rocky Mount, NC \$751,642 North Dakota Bismarck, ND \$1,322,607 Fargo, ND-MN \$1,931,021 Grand Forks, ND-MN \$855,039 Ohio Lima, OH \$7,935,003 Lorain-Elyria, OH \$2,112,259 Mansfield, OH \$814,281 Middletown, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664	Gastonia, NC-SC	\$1,734,988
High Point, NC \$1,811,615 Jacksonville, NC \$1,120,141 New Bern, NC \$816,660 Rocky Mount, NC \$751,642 North Dakota \$4,108,667 Bismarck, ND \$1,322,607 Fargo, ND-MN \$1,931,021 Grand Forks, ND-MN \$855,039 Ohio \$7,77,859 Lorain-Elyria, OH \$2,112,259 Mansfield, OH \$814,281 Middletown, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664	Goldsboro, NC	\$622,833
Jacksonville, NC \$1,120,141 New Bern, NC \$816,660 Rocky Mount, NC \$751,642 North Dakota \$4,108,667 Bismarck, ND \$1,322,607 Fargo, ND-MN \$1,931,021 Grand Forks, ND-MN \$855,039 Ohio \$7,935,003 Lima, OH \$7777,859 Lorain-Elyria, OH \$2,112,259 Mansfield, OH \$814,281 Middletown, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664	Greenville, NC	\$1,410,753
New Bern, NC \$816,660 Rocky Mount, NC \$751,642 North Dakota \$4,108,667 Bismarck, ND \$1,322,607 Fargo, ND-MN \$1,931,021 Grand Forks, ND-MN \$855,039 Ohio \$7,935,003 Lima, OH \$7,77,859 Lorain-Elyria, OH \$2,112,259 Mansfield, OH \$814,281 Middletown, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664	High Point, NC	\$1,811,615
Rocky Mount, NC \$751,642 North Dakota Bismarck, ND \$1,322,607 Fargo, ND-MN \$1,931,021 Grand Forks, ND-MN \$855,039 Ohio Lima, OH \$7,77,859 Lorain-Elyria, OH \$2,112,259 Mansfield, OH \$814,281 Middletown, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664	Jacksonville, NC	\$1,120,141
North Dakota \$4,108,667 Bismarck, ND \$1,322,607 Fargo, ND-MN \$1,931,021 Grand Forks, ND-MN \$855,039 Ohio \$7,735,003 Lima, OH \$777,859 Lorain-Elyria, OH \$2,112,259 Mansfield, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664	New Bern, NC	\$816,660
Bismarck, ND \$1,322,607 Fargo, ND-MN \$1,931,021 Grand Forks, ND-MN \$855,039 Ohio \$77,935,003 Lima, OH \$777,859 Lorain-Elyria, OH \$2,112,259 Mansfield, OH \$814,281 Middletown, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664	Rocky Mount, NC	\$751,642
Fargo, ND-MN \$1,931,021 Grand Forks, ND-MN \$855,039 Ohio \$7,935,003 Lima, OH \$777,859 Lorain-Elyria, OH \$2,112,259 Mansfield, OH \$814,281 Middletown, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664	North Dakota	<u>\$4,108,667</u>
Grand Forks, ND-MN \$855,039 Ohio \$7,935,003 Lima, OH \$777,859 Lorain-Elyria, OH \$2,112,259 Mansfield, OH \$814,281 Middletown, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664	Bismarck, ND	\$1,322,607
Ohio \$7,935,003 Lima, OH \$777,859 Lorain-Elyria, OH \$2,112,259 Mansfield, OH \$814,281 Middletown, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664		\$1,931,021
Lima, OH\$777,859Lorain-Elyria, OH\$2,112,259Mansfield, OH\$814,281Middletown, OH\$1,115,861Newark, OH\$1,198,840Parkersburg, WV-OH\$102,219Springfield, OH\$990,664	Grand Forks, ND-MN	\$855,039
Lorain-Elyria, OH \$2,112,259 Mansfield, OH \$814,281 Middletown, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664	<u>Ohio</u>	<u>\$7,935,003</u>
Mansfield, OH \$814,281 Middletown, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664	Lima, OH	\$777,859
Middletown, OH \$1,115,861 Newark, OH \$1,198,840 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664	Lorain-Elyria, OH	\$2,112,259
Newark, OH \$1,198,840 Parkersburg, WV-OH \$102,219 Springfield, OH \$990,664	•	
Parkersburg, WV-OH Springfield, OH \$102,219 \$990,664	Middletown, OH	\$1,115,861
Springfield, OH \$990,664	Newark, OH	
Springfield, OH \$990,664		
	Springfield, OH	\$990,664
	Weirton-Steubenville, WV-OH-PA	\$419,027

FY 2015 SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS¹

The total available amount for a program is based on funding authorized under The Moving Ahead for Progress in the 21st Century Act (MAP-21), (Pub. L. 112-141, 2012) and appropriated pursuant to the FY 2015 Appropriations Act (Pub. L. 113- 235)

URBANIZED AREA/STATE	APPORTIONMENT
Wheeling, WV-OH	\$403,992
<u>Oklahoma</u>	\$2,570,52 <u>0</u>
Fort Smith, AR-OK	\$26,389
Lawton, OK	\$1,189,629
Norman, OK	\$1,354,502
<u>Oregon</u>	\$6,039,46 <u>7</u>
Albany, OR	\$754,942
Bend, OR	\$1,034,366
Corvallis, OR	\$1,405,455
Grants Pass, OR	\$608,380
Longview, WA-OR	\$28,823
Medford, OR	\$2,049,209
Walla Walla, WA-OR	\$158,292
<u>Pennsylvania</u>	<u>\$16,844,709</u>
Altoona, PA	\$993,865
Binghamton, NYPA	\$37,429
Bloomsburg-Berwick, PA	\$597,945
Chambersburg, PA	\$523,776
Cumberland, MD-WV-PA	\$340
East Stroudsburg, PA-NJ	\$1,445,678
Erie, PA	\$3,057,281
Hagerstown, MD-WV-PA	\$97,535
Hanover, PA	\$752,789
Hazleton, PA	\$668,990
Johnstown, PA	\$1,271,131
Lebanon, PA	\$862,536
Monessen-California, PA	\$711,931
Pottstown, PA	\$1,072,557
State College, PA	\$2,251,906
Uniontown-Connellsville, PA	\$851,664
Weirton-Steubenville, WV-OH-PA	\$3,171 \$1,644,184
Williamsport, PA	\$1,644,184
Puerto Rico	<u>\$13,530,585</u>
Arecibo, PR	\$1,815,854
Fajardo, PR	\$1,790,030

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URBANIZED AREA/STATE	APPORTIONMENT
Florida-Imbéry-Barceloneta, PR	\$833,119
Guayama, PR	\$1,022,111
Juana Díaz, PR	\$973,386
Mayagüez, PR	\$1,725,015
Ponce, PR	\$2,918,289
San Germán-Cabo Rojo-Sabana Grande, PR	\$1,279,079
Yauco, PR	\$1,173,702
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South Carolina	<u>\$7,168,051</u>
Anderson, SC	\$737,090
Florence, SC	\$1,084,141
Gastonia, NC-SC	\$1,661
Hilton Head Island, SC	\$641,271
Mauldin-Simpsonville, SC	\$1,244,631
Rock Hill, SC	\$1,022,995
Spartanburg, SC	\$1,708,767
Sumter, SC	\$727,494
South Dakota	<u>\$3,261,101</u>
Rapid City, SD	\$966,933
Sioux City, IA-NE-SD	\$75,406
Sioux Falls, SD	\$2,218,761
<u>Tennessee</u>	<u>\$7,690,086</u>
Bristol-Bristol, TN-VA	\$358,106
Clarksville, TN-KY	\$1,484,083
Cleveland, TN	\$690,598
Jackson, TN	\$928,444
Johnson City, TN	\$1,195,496
Kingsport, TN-VA	\$954,234
Morristown, TN	\$570,388
Murfreesboro, TN	\$1,508,739
Taylor	#00.700.0E7
Texas	<u>\$29,729,357</u>
Abilene, TX	\$1,377,542
Amarillo, TX	\$2,634,365
Beaumont, TX	\$1,683,994
College Station-Bryan, TX	\$2,360,138
Harlingen, TX	\$1,639,158

FY 2015 SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS¹

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URBANIZED AREA/STATE	APPORTIONMENT
Lake Jackson-Angleton, TX	\$864,427
Longview, TX	\$1,002,518
McKinney, TX	\$2,311,016
Midland, TX	\$1,488,239
Odessa, TX	\$1,597,860
Port Arthur, TX	\$1,652,567
San Angelo, TX	\$1,145,911
San Marcos, TX	\$673,084
Sherman, TX	\$1,037,115
Temple, TX	\$1,013,482
Texarkana-Texarkana, TX-AR	\$536,945
Texas City, TX	\$1,139,946
Tyler, TX	\$1,417,388
Victoria, TX	\$817,886
Waco, TX	\$2,127,977
Wichita Falls, TX	\$1,207,797
<u>Utah</u>	<u>\$2,934,125</u>
Logan, UT	\$1,679,615
St. George, UT	\$1,254,510
Vermont	<u>\$2,004,529</u>
Burlington, VT	\$2,004,529
What he had a de	2004 400
Virgin Islands	\$891,106 \$221,100
Virgin Islands, VI 1	\$891,106
<u>Virginia</u>	<u>\$11,640,135</u>
Blacksburg, VA	\$1,823,307
Bristol-Bristol, TN-VA	\$331,443
Charlottesville, VA	\$1,755,882
Fredericksburg, VA	\$1,906,857
Harrisonburg, VA	\$1,466,299
Kingsport, TN-VA	\$38,681
Lynchburg, VA	\$1,675,131
Staunton-Waynesboro, VA	\$607,657
Williamsburg, VA	\$1,226,877
Winchester, VA	\$807,998
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FY 2015 SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS¹

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URBANIZED AREA/STATE	APPORTIONMENT
<u>Washington</u>	<u>\$15,725,355</u>
Bellingham, WA	\$2,149,194
Bremerton, WA	\$2,708,299
Lewiston, IDWA	\$235,297
Longview, WA-OR	\$756,239
Marysville, WA	\$1,635,778
Mount Vernon, WA	\$1,370,583
Olympia-Lacey, WA	\$2,578,058
Walla Walla, WA-OR	\$844,205
Wenatchee, WA	\$1,464,381
Yakima, WA	\$1,983,322
West Virginia	<u>\$6,781,512</u>
Beckley, WV	\$619,660
Charleston, WV	\$2,283,840
Cumberland, MD-WV-PA	\$24,643
Hagerstown, MD-WV-PA	\$735,412
Morgantown, WV	\$1,310,968
Parkersburg, WV-OH	\$802,757
Weirton-Steubenville, WV-OH-PA	\$321,470
Wheeling, WV-OH	\$682,760
<u>Wisconsin</u>	<u>\$13,555,281</u>
Beloit, WIIL	\$530,357
Duluth, MNWI	\$483,979
Eau Claire, WI	\$1,413,517
Fond du Lac, WI	\$641,158
Janesville, WI	\$883,998
Kenosha, WI-IL	\$1,624,108
La Crosse, WI-MN	\$1,437,777
Oshkosh, WI	\$1,448,036
Racine, WI	\$2,019,927
Sheboygan, WI	\$1,189,575
Wausau, WI	\$809,536
West Bend, WI	\$1,073,316
Wyoming	<u>\$1,692,060</u>
Casper, WY	\$790,633
Cheyenne, WY	\$901,427

FY 2015 SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS¹

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Note: In accordance with MAP-21, this table shows the amounts attributable to each State of a Multi-State Urbanized Area over 200,000 in population. These amounts are for **illustrative purposes only.** Designated recipients shall continue to sub-allocate funds allocated to an urbanized area based on a locally determined process, consistent with Section 5307 statutory requirements. Each State's share of a multi-state urbanized area was calculated on the basis of the percentage of population attributable to the States in the UZA, as determined by the 2010 Census.

URBANIZED AREA/STATE APPORTIONMENT Total \$449,177,276

¹ Consistent with prior years, urbanized area apportionments for Section 5307 and Section 5340 are combined to show a single amount. An area's apportionment amount includes regular Section 5307 funds, Small Transit Intensive Cities funds, and Growing States and High Density States formula funds, as appropriate.