

CITY OF LAREDO CITY COUNCIL MEETING

**A-2016-R-07
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
APRIL 18, 2016
5:30 P.M.**



DISABILITY ACCESS STATEMENT



Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact Doanh "Zone" T. Nguyen, Acting City Secretary, at (956) 791-7308 at least two working days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at City Hall, 1100 Victoria Ave.

Out of consideration for all attendees of the City Council meetings, please turn off all cellular phones and pagers, or place on inaudible signal. Thank you for your consideration.

Pursuant to the Texas Penal Code (trespass by holder of license to carry a handgun), a person licensed under Subchapter H, Chapter 411, Government Code (Concealed Handgun Law or Handgun Licensing Law), may not enter into the City Council Chamber while City Council is in session with a concealed or openly-carried handgun.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. MINUTES

Approval of the minutes of April 4, 2016

V. COMMUNICATIONS AND RECOGNITIONS

Communiqués

- a. Presentation of Ride of Silence to honor those who have been injured or killed while cycling. The event is to raise awareness that we all need to share the road and are cordially invited on Monday, May 16, 2016 at the Laredo ISD Performing Art Center (Civic Center Grounds) at 7 p.m.
- b. Presentation by Raul Moreno, General Services Administration (GSA) on the construction update on the Juarez - Lincoln International Bridge Project, the improvements to Bridge I and the upcoming closure of North bound vehicular traffic.
- c. Presentation by Texas A&M International University and the City of Laredo on the Big Event held on April 2, 2016 in South Laredo.

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. FINAL READING OF ORDINANCES

1. **2016-O-047** Authorizing the City Manager to execute a lease agreement, with (SCAN) Serving Children and Adults In Need, Inc., to manage and operate a transitional housing project located on 1517 Washington St. Laredo Texas. The lease agreement term will be for an initial 15 years with a renewal option.
2. **2016-O-048** Amending the City of Laredo Code of Ordinances, Chapter 33, Article VII entitled "Illegal Dumping" adding and deleting definitions in §33-453, adding environmental services director to §33-455, updating state agency in §33-474 (4), changing maximum penalty from two thousand dollars (\$2,000.00) to four thousand dollars (\$4,000.00) to reflect State Law in §33-475 (a), updating contact department and hotline in §33-477 and providing for severability, publication, and an effective date.

VII. RESOLUTIONS

3. **2016-R-47** Authorizing the City Manager to submit a grant budget summary to extend the FY2016 grant into the FY2017 year in the amount of \$979,727.00 to the Texas Auto Burglary & Theft Prevention Authority to fund the Laredo Auto Theft Task Force for the period of September 1, 2016 through August 31, 2017. This grant pays for salaries and supplies for the LPD Auto Theft Division. The city's local match is approximately 35% which is available as a transfer in from General Fund. **(Approved by Operations Committee)**

4. **2016-R-48** Accepting the conveyance of the following fifteen (15) foot Public Utility and Utility Access Easement, for the right to install, construct, reconstruct, repair and perpetually maintain a 12" waterline and fire hydrant from:

The Texas Mexican Railway Company By: Douglas A. Banks, Vice President, Joint Facilities - Utility easement as follows:

A tract of land containing 2.14 Acres, more or less out of an 8.672 acre tract and a 50.00 acre tract in Webb County, Texas, situated in Porcion 31, Abstract 3116, and Porcion 32, Abstract 296, a copy of which conveyance is attached as Exhibits A & B:

And directing that said Easement be filed of record in official property records of Webb County, Texas. **(Approved by Operations Committee)**

5. **2016-R-49** Accepting the conveyance of the following fifteen (15) foot Public Utility and Utility Access Easement, for the right to install, construct, reconstruct, repair and perpetually maintain an 8" diameter sanitary sewer line from:

N21 One, LLC By: John E. Reinhart, Vice President - Utility easement as follows:

A tract of land containing 0.0337 Acres, (1,469 sq. ft.) more or less situated in Webb County, Texas, out and part of Lot 2, Block 1, a copy of which conveyance is attached as Exhibits A & B:

And directing that said Easement be filed of record in official property records of Webb County, Texas. **(Approved by Operations Committee)**

6. **2016-R-50** Authorizing the City Manager to submit a grant application in the estimated amount of \$9,000.00 to the Texas Department of Transportation, for the enforcement of Vehicle Occupant Protection, during the "Click it or Ticket" Campaign. The grant period will begin April 29, 2016 through July 8, 2016. This grant is for overtime salaries and fringe benefits and is funded 100% by the Texas Department of Transportation. **(Approved by Operations Committee)**
7. **2016-R-51** Authorizing the City Manager to execute an Advanced Funding Agreement (AFA) No. CSJ-0922-33-158 with the Texas Department of Transportation in the amount of \$600,000.00, including a local participation in the amount of \$135,000.00, for the City Wide Traffic Signal Upgrade - Synchronization Project. This project is being funded by Coordinated Border Infrastructure (CBI) funds. Funding is available in the Capital Grant Fund. **(Approved by Operations Committee)**
8. **2016-R-52** Authorizing the City Manager to accept a donation of \$5,850.00 from the Joe A. Guerra Family for the cost of new signage for the renaming of the Laredo Public Library to the Joe A. Guerra Laredo Public Library.
9. **2016-R-53** Authorizing the City Manager to accept additional funding from the Texas Health and Human Services Commission under the Texas Healthcare Transformation and Quality Improvement 1115 Waiver in the amount of \$775,800.00 for the continuation of the preventive care clinic services to see more patients and for early detection approved through the regional health plan for indigent and uncompensated preventive health care. The City of Laredo Health Department (CLHD) is implementing two (2) projects: 1) Primary Care Expansion (in women's health, STD/HIV, well child, prenatal care, early detection, cancer prevention, family planning and disease control) and 2) Expand Chronic Care clinic services integrating Disease Self Management to improve health, reduce risks (diabetes and hypertension) and prevent hospitalizations. **(Approved by Operations Committee)**
10. **2016-R-54** Consideration to grant fee waivers and a tax abatement agreement between the City of Laredo and Monica Hinojosa for the residential property located at 317 Mier St., being Lot 8 Block 103 Eastern Division. The proposed residential property eligible for property tax abatement includes an addition of a 624 sq. ft. structure in the total amount of \$7,354.81 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of \$46.85 and estimated total fee waiver of \$382.50 based on capital

investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

11. **2016-R-55** Consideration to grant fee waivers and a tax abatement agreement between the City of Laredo and Oscar J. Montemayor for the residential property located at 1616 Garfield St., being Lot 9 Block 888 Eastern Division. The proposed residential property eligible for property tax abatement includes the new construction of a 1,418 sq. ft. structure in the total amount of \$52,866.00 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of \$336.76 and estimated total fee waiver of \$729.00 based on capital investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

VIII. MOTIONS

12. To amend Resolution No. 2015-R-93 which was an addendum to Phase One of the Economic Development Agreement between the City of Laredo and the El Portal Center, LLC ("EPC") an Illinois Limited Liability Company that extended the tax receipt term from ten to twelve years, to now allow for the use of sales tax receipts for construction purposes in addition to the stated contractual uses for marketing and post-completion improvements as previously approved and outlined in Attachment "A" hereto. This amendment does not provide for any additional funds nor increases to the contractual bottom line.
13. Authorizing the City Manager to enter into a Memorandum of Understanding with Texas A&M International University for the funding of a documentary entitled Rio Grande Rhapsody. The agreed upon one-time funding amount is \$195,000.00 for the production of a (1) one-hour film that will air on KLRN and feature the culture and talent of resident and visiting musicians at TAMU. Funding is available in the Laredo Convention and Visitors Bureau FY 2015-2016 budget.

14. Consideration for approval of amendment no. 8, an increase of \$112,263.00 to the professional services contract with Arcadis, Laredo, Texas, for the West Laredo Corridor – Calton Road Railroad Grade Separation for analysis required by TxDot, Union Pacific Railroad, and Crown Enterprises from whom the City is acquiring Right-of-Way. We received a letter of approval from TxDot dated March 30, 2016, to proceed with the amendment. Current engineering contract amount including this amendment no. 8 is \$2,011,074.14. Funding is available in the Capital Grants Fund. **(Approved by Operations Committee)**
15. Consideration for approval of the Canizales Boxing Gym Expansion as complete, approval of change order no. 1, a decrease of \$6,752.50 for the balance of quantities actually constructed in place, release of retainage and approval of final payment in the amount of \$63,837.38. Final construction contract amount is \$1,276,747.50. Funding is available in the 2009 C.O. Bond. **(Approved by Operations Committee)**
16. Authorizing the City Manager to submit a grant application in the estimated amount of \$400,000.00 to the Texas Department of State Health Services for the Texas Healthy Women's Grant and further authorizing the City Manager to execute any and all documents resulting from the award of this grant. This project will further support the primary care, women's health and chronic disease prevention clinic services. If awarded, it will allow the City of Laredo Health Department (CLHD) to provide care for an additional 350 women.
17. Authorizing the City Manager to execute individual contracts with the following Little Leagues, Pony Leagues, Adult Leagues and Soccer Leagues.

N.W. Little League, Hillside Little League, National Little League, Rio Grande Little League, American Little League, Optimist Little League, Northside Little League, College Heights, Pony League, Babe Ruth Little League, Laredo Men's Baseball League, Adult Baseball League;

Foot Rap Lafayette League, Border Soccer League, Father McNaboe, Club Talento de Cristo, United Premier League, Laredo Soccer League.
18. Consideration to reject all proposals received for FY16-016 RFP for providing telemedicine provider services for the City of Laredo. All vendors failed to submit the required documentation needed for evaluation of proposals. **(Approved by Operations Committee)**

19. Consideration to award a contract to Rush Truck Center, Laredo, Texas in the amount \$ 149,316.20 for the purchase of one (1) truck/tractor with roll-off hoist for use by the Solid Waste Services Department utilizing the BuyBoard Cooperative Contract. This truck will be used for the landfill recycling program. Funding is available in the 2013 PPFCO Solid Waste Services Capital Outlay Fund. **(Approved by Operations Committee)**
 20. Consideration to renew service contract FY12-100 awarded to Quest Diagnostics, San Antonio, Texas, in an annual amount of \$330,000.00 for providing clinical laboratory testing services for the Health Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There will be no price increase during this extension period and services will be secured on an as needed basis. This is the last extension period for this contract. Funding is available in the Health Department Fund. **(Approved by Operations Committee)**
 21. Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of March 2016, represent a decrease of \$12,996.58. These adjustments are determined by the Webb County Appraisal District and by court orders.
 22. Consideration to authorize the installation of two (2) asphalt type speed humps along Longshadow Road, between McPherson Drive and Fenwick Drive, under the Special Provision of the Speed Hump Installation Policy. Project costs are estimated at \$4,000.00 and funding will be made available from District V Discretionary Funds. **(Approved by Operations Committee)**
 23. Authorizing City Manager to award a contract to LNV, Inc. of Corpus Christi, Texas in the amount of \$214,258.00 for the Feasibility Study on Ammonia Removal for Zacate Creek & Unitec Wastewater Treatment Plants. Funding is available in the 2010 Sewer Revenue Bond. **(Approved by Operations Committee)**
 24. Authorizing the City Manager to approve Amendment No. 1 to the Engineering Contract with Dannenbaum Engineering Company-McAllen, L.L.C., of Laredo, Texas, for the design of a 24 inch Water Line from El Pico/Mines Road connection to Hachar Loop northern boundary line. The purpose of this amendment is to add 365 calendar days to termination date of Phase 1. There will be no Financial Impact. **(Approved by Operations Committee)**
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IX. STAFF REPORTS

1. Presentation by the consultants designing the Natatorium regarding the progress of the project.

X. 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.

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

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

GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

25.

A. Request by Mayor Pete Saenz

- a. Discussion with possible action on increasing coverage, frequency and evening service of El Metro Transit System routes (9, 10, 14, 19 and 20) in the southern section of the City of Laredo, as well as the establishment of direct bus route connecting South Laredo to TAMIU. **(Co-Sponsored by Council Member Rudy Gonzalez, Jr.)**
- b. Discussion with possible action on the sale of long-term bus passes for students who ride El Metro Transit. **(Co-Sponsored by Council Member Rudy Gonzalez, Jr.)**

B. Request by Council Member Rudy Gonzalez, Jr.

- a. Discussion with possible action on improving lighting infrastructure and illumination at all city parks for evening use by constituents.

C. Request by Council Member Roque Vela, Jr.

- a. Discussion with possible action on the procedures for plate sale permits.

D. Request by Council Member George Altgelt

- a. Discussion with possible action (with a presentation by the City Manager's office) to implement a parks and recreation exchange program between the City of Austin and the City of Laredo wherein directors, managers and most importantly staff will be trained and cross trained in the area(s) of non-traditional sports and activities and how to sustainably program and finance them.
- b. Discussion with possible action on Rio Fest 2017 event.
- c. Discussion with possible action on a City hosted International Trade Conference and Expo 2017 event.

XIII. 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, April 13, 2016 at 6:50 p.m.

Doanh "Zone" T. Nguyen
Acting City Secretary

City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Arturo Garcia, Acting CD Director

Staff Source: Arturo Garcia, Acting CD Director

SUBJECT

2016-O-047 Authorizing the City Manager to execute a lease agreement, with (SCAN) Serving Children and Adults In Need, Inc., to manage and operate a transitional housing project located on 1517 Washington St. Laredo Texas. The lease agreement term will be for an initial 15 years with a renewal option.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Introductory Ordinance was approved by City Council on April 4, 2016.

BACKGROUND

Staff is proposing to lease 1517 Washington St. Laredo Texas to the Non-Profit organization (Scan) Serving Children and Adults in Need, Inc. for the operation of a transitional housing project to address homelessness of school aged youth from local school districts. Scan will manage the rehabilitation of the house. Once the rehabilitation is complete scan proposes to operate the house as a transitional housing for a minimum of 15 years. At the end of the 15 years scan will be given an option to renew the lease on a yearly basis..

On January 19,2016 the property on 1517 Washington was dedicated to the City of Laredo through the charitable donation by the Feranando A. Salinas Trust. The donation agreement which sets forth the terms of the donation seeks naming rights under the name Fernando A. Salinas and charitable use of the property for a minimum of 15 years.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that this ordinance be passed.

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None.

Attachments

Ordinance

ORDINANCE No. 2016-O-047

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT, WITH (SCAN) SERVING CHILDREN AND ADULTS IN NEED, INC. TO MANAGE AND OPERATE A TRANSITIONAL HOUSING PROJECT LOCATED ON 1517 WASHINGTON ST. LAREDO TEXAS. THE LEASE AGREEMENT TERM WILL BE FOR AN INITIAL 15 YEARS WITH A RENEWAL OPTION.

WHEREAS, SCAN wishes to enter into a 15 year lease with a renewal option for the property 1517 Washington to manage and operate a transitional housing project for school aged youth; and

WHEREAS, The City will provide upon city council approval \$200,000 of 2014 (CDBG) Community Development Block Grant funds to rehabilitate 1517 Washington, which will be utilized for homeless youths that find themselves in need for room and board, case management, individual and group counseling and daily living and coping skills training; and

WHEREAS, The property on 1517 Washington was dedicated to the City of Laredo through the charitable donation by the Fernando A. Salinas Trust. The donation agreement which sets forth the terms of the donation seeks naming rights under the name Fernando A. Salinas and charitable use of the property for a minimum of 15 years.

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

- A. It approves of a lease with SCAN Inc. for the use of the property on 1517 Washington. Said lease agreement is for a term of 15 years with a renewal option.
- B. It authorizes the City Manger to execute said lease, to be effective as of May 1, 2016
- C. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON this _____ day of _____, 2016.

Pete Saenz
Mayor

ATTEST:

Doanh “Zone” T. Nguyen
Acting City Secretary

APPROVED AS TO FORM;

BY: _____
RAUL CASSO
CITY ATTORNEY

City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Jesus Olivares, City Manager

Initiated By: John Porter

Staff Source: John Porter

SUBJECT

2016-O-048 Amending the City of Laredo Code of Ordinances, Chapter 33, Article VII entitled "Illegal Dumping" adding and deleting definitions in §33-453, adding environmental services director to §33-455, updating state agency in §33-474 (4), changing maximum penalty from two thousand dollars (\$2,000.00) to four thousand dollars (\$4,000.00) to reflect State Law in §33-475 (a), updating contact department and hotline in §33-477 and providing for severability, publication, and an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

NA

PREVIOUS COUNCIL ACTION

This item was introduced by Council at the regular meeting on April 4, 2016.

BACKGROUND

The Illegal Dumping Ordinance was passed by City Council in 1999 through Ordinance 99-O-330. Since this passage the State environmental agency has changed it's name from the Texas Natural Resources Conservation Commission (TNRCC) to the Texas Commission on Environmental Quality (TCEQ) and the City has designated the Environmental Services Department as the main department to enforce Illegal Dumping. Moreover, through H.B. 274, effective September 1, 2015, the cap on Illegal Dumping violations have been increased from \$2,000 to \$4,000.

COMMITTEE RECOMMENDATION

The Citizens' Environmental Advisory Committee (CEAC) reviewed and accepted these amendments and made a motion to forward to City Council for passage.

STAFF RECOMMENDATION

Staff recommends final reading of this ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No Financial Impact

Attachments

2016-O-048

ORDINANCE NO 2016-O-048

AMENDING THE CITY OF LAREDO CODE OF ORDINANCES, CHAPTER 33, ARTICLE VII ENTITLED "ILLEGAL DUMPING". ADDING AND DELETING DEFINITIONS IN §33-453, ADDING ENVIRONMENTAL SERVICES DIRECTOR TO §33-455, UPDATING STATE AGENCY IN §33-474 (4), CHANGING MAXIMUM PENALTY FROM TWO THOUSAND DOLLARS (\$2,000.00) TO FOUR THOUSAND DOLLARS (\$4,000.00) TO REFLECT STATE LAW IN §33-475 (A), UPDATING CONTACT DEPARTMENT AND HOTLINE IN §33-477 AND PROVIDING FOR SEVERABILITY, PUBLICATION, AND AN EFFECTIVE DATE.

Whereas, in 2015, through H.B. 274, the State Legislature amended the Local Government Code and Code of Criminal Procedure to raise the cap on a fine or penalty for illegal dumping from \$2,000 to \$4,000 , and;

Whereas, Chapter 33, Article VII needed minor changes and updates to reflect current agencies and departments, and;

Whereas, by increasing the maximum penalty for illegal dumping, the City hopes to further reduce this illegal activity;

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

Section 1: Amending the Following:

Sec. 33-451. - Purpose and goals.

The purposes and objectives of this ordinance are as follows:

(1)

To protect the health, safety, welfare, resources and property of the general public through prevention of illegal dumping or the illegal filling of land with materials that may affect our environment.

(2)

To enable the city to comply with city, state, and federal regulations.

(3)

To minimize long-term effects to our environment from activities such as illegal dumping or the illegal filling of land that may adversely impact the natural flow of water or that may contaminate the city's only source of drinking water, the Rio Grande.

(4)

To protect the life and property of our citizens from flooding due to illegal dumping or illegal

filling of land.

Sec. 33-452. - Scope and intent.

This article sets forth guidelines, standard practices, rules and regulations to control filling of land and to stop illegal dumping within the city limits. The provisions of this article shall apply to all property owners, persons or their agents filling, grading, excavating or otherwise disturbing the surface of real property within the city, whether they be contractors, subcontractors, supervisors, inspectors, managers, agents, employees or otherwise.

Sec. 33-453. - Definitions.

For the purpose of this article only, the following terms, words, phrases, and their derivations, shall have the meanings set forth below except where the context clearly indicates a different meaning:

City shall mean the City of Laredo, Texas.

City engineer shall mean the person appointed to the position of director of the engineering department or his/her authorized representative.

Clean soil shall mean dirt that is used for fill such as potting soil, fill dirt, red, brown, and black soil that can be used for landscaping. Please note that all fill dirt needs to be clean and free from any kinds of debris and must not contain any hydrocarbons, such as oil or fuel or any other materials that may contaminate the ground.

Disposal shall mean the discharging, depositing, injecting, dumping, spilling, leaking, or placing of solid waste or hazardous waste, whether containerized or uncontainerized, into or on land or water so that the solid waste or hazardous waste or any constituent thereof may be emitted into the air, discharged into surface water or groundwater, or introduced into the environment in any other manner.

Easement shall mean the right of use over the property of another.

Enforcement officer shall mean any city employee authorized to enforce city codes.

Environmental Services Director shall mean the person appointed to the position of director of the environmental services department or his/her authorized representative.

Environmental Protection Agency (EPA) shall mean the United States Environmental Protection Agency, the regional office thereof, any federal department, agency, or commission that may succeed to the authority of the EPA, and any duly authorized official of the EPA or such successor agency.

Federal Emergency Management Agency (FEMA) shall mean the federal agency under which the NFIP (National Flood Insurance Program) is administered.

Floodplain shall mean any land area susceptible to being inundated by flood waters from any source or any other area determined by FEMA in its current floodplain study.

Floodway shall mean the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water-surface elevation more than a designated height. The base flood is defined as the one-percent chance flood and the designated height is usually one (1) foot above the base flood elevation, however, this height may vary (but is not more than one (1) foot) depending on what the state has or city has adopted.

Fill material shall mean material that is used for filling such as clean soil, clay, shale, gravel or sands. Concrete pavement will be allowed if the maximum particle size is twenty-four (24) inches in diameter, and all protruding reinforcing steel is removed from concrete.

Garbage shall mean all putrescible wastes, except sewage and body wastes, including all meat, vegetable and fruit refuse, and carcasses of small dead animals.

Illegal dumping shall mean the act of illegally placing any material on any location other than the appropriate place of disposal whether the location is public or private.

Junk shall mean any material that has been discarded or has no value or use.

Landfill shall mean a controlled area of land on which solid waste is placed for permanent disposal and that is permitted or registered by the state, in accordance with standards and rules set by the state.

National Flood Insurance Program (NFIP) shall mean the program intended to make insurance available on a nationwide basis through the cooperative efforts of the federal government and the private insurance industry and to encourage state and local governments to exercise sound floodplain management to reduce losses caused by flood.

One-hundred-year flood shall mean the flood that is equaled or exceeded once in one hundred (100) years on the average; equivalent to the one-percent annual flood.

Private property shall mean land that is acquired or held for special benefit or that is owned by an individual, family, estate or a corporation.

Public property shall mean land that is governmental and that is used for the benefit of the general public.

Refuse shall mean all solid wastes, including garbage and rubbish.

Right-of-way (ROW) shall mean property that has been dedicated for uses of the public such as any street, highway, road, alley, or land used for vehicular & passenger movement and/or ingress or egress.

Rubbish shall mean nonputrescible solid waste, that consists of:

(1)

Combustible waste materials, including paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; and

(2)

Noncombustible waste materials, including glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that do not burn at ordinary incinerator temperatures.

Solid waste shall mean garbage; rubbish; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities.

State shall mean the State of Texas.

TCEQ shall mean the Texas Commission on Environmental Quality

~~TNRCC shall mean the Texas Natural Resource Conservation Commission.~~

Trash shall mean any household garbage including leaves, tree limbs, bottles, can, metals, construction materials, demolishing debris or any other materials that may contaminate ground water or pollute the air, but is not limited to, garbage, refuse, and rubbish.

Sec. 33-454. - General prohibition.

(a)

It shall be unlawful for any person to cause, permit, maintain or to allow someone to dump any material such as trash, rubbish, solid waste or any other materials that may reduce property values or obstruct the natural flow of water within the city.

(b)

No person shall fill any creek or any part of the floodway with any materials unless written permission has been obtained from FEMA.

(c)

No person shall fill any land within the one-hundred-year floodplain without first obtaining written consent from the city floodplain administrator. All fill material used must comply with the provisions of this article.

(d)

Filling in areas outside the one-hundred-year floodplain will be allowed for development

purpose or for improvement of land (excluding right-of-ways or easements) with approved fill materials.

Sec. 33-455. - Fill materials allowed.

All fill materials used for land filling must comply with the list below. All fill placed on a site and visible from a public thoroughfare shall be leveled and have a final cover of topsoil, six (6) inches minimum depth, and must be seeded with a seed such as Bermuda immediately following completion of filling operation. Intermediate leveling and cover shall be required at intervals not to exceed ten (10) days for filling operations. In areas where fill is being placed to control erosion, the environmental services director or city engineer may at his discretion substitute an alternate cover that is resistant to erosion for the requirement to cover fills with topsoil.

(a)

In areas zoned for commercial use (excluding ROW or easement).

1.

Clean soil, clay, shale, gravel, sands, rocks;

2.

Broken concrete pavement and stones if the maximum particle size is twenty-four (24) inches in diameter and all protruding reinforcing steel is removed from concrete.

Note: Consult with the building inspection division for compaction requirements.

(b)

In areas zoned for residential developments (excluding ROW or easement).

1.

Clean soil, clay, shale, gravel or sands.

Note: Consult with building inspection division for compaction requirements.

(c)

In areas for erosion control.

1.

Gravel, rocks, stones and bricks.

2.

Broken concrete pavement, if the maximum particle size is twenty-four (24) inches in diameter and all protruding reinforcing steel is removed.

Sec. 33-456. - Fill materials not allowed.

The following materials are unsuitable for fill due to their high potential for decomposition, settlement, or other unsatisfactory engineering properties:

(1)

Trash, rubbish, refuse or debris.

(2)

Any soil or debris that has a high organic content, such as pond silt, topsoil with roots, brush or tree limbs, will not be allowed as fill but will be allowed as cover in areas where fill is being placed.

(3)

Asphaltic materials.

(4)

Broken concrete pavement, if the particle size is greater than twenty-four (24) inches in diameter or if there is any protruding reinforcing steel.

Sec. 33-457—33-471. - Reserved

Sec. 33-472. - Enforcement.

The city has authorized any city enforcement officer the power to enforce any provisions of this article.

Sec. 33-473. - Right of entry and inspection.

The City enforcement officer shall have the right to enter any premises for the purpose of performing the duties imposed upon him/her by the provisions of this article.

Sec. 33-474. - Notification of violation.

Any person found to be in violation of the provisions of this article shall be required to correct the problem upon written notification of violation from the city's enforcement officer. Such written notification may require that certain conditions be adhered to in the correction of the problem. These may include, but are not limited to, the following:

(1)

Use of specific pollution-prevention measures and techniques;

(2)

Cleanup and disposal at an approved landfill;

(3)

Completion of work within a specified time period; and

(4)

Submittal of all landfill receipts from disposal.

If compliance is not achieved to the city's satisfaction, the city may, at its discretion, report the noncompliance to the EPA, the ~~T.N.R.C.C.~~ T.C.E.Q., the U.S.G.S., the U.S. Wildlife and Fisheries, the U.S. Army Corps of Engineers, or any other state or federal agency for further action.

Sec. 33-475. - Penalties for noncompliance.

(a)

Criminal penalties. A penalty is hereby established whereby any person who shall violate any provision of this article shall be deemed guilty of a misdemeanor and shall, upon conviction, be fined a minimum amount of not less than five hundred dollars (\$500.00) per violation and a maximum amount of not more than ~~two thousand dollars (\$2,000.00)~~ four thousand dollars

(\$4,000.00) per violation. Each day after notification was given for violation for any particular section of this article shall constitute a separable offense for the purpose of the city's enforcement of this article. A culpable mental state is not required to prove an offense under this article.

(b)

Civil penalties. In addition to any criminal enforcement, the city attorney is authorized to petition any court of competent jurisdiction for an injunction to enjoin the continuance of such violation. This remedy shall be cumulative of and to all other enforcement powers granted to the city by the terms of its Charter or any ordinance, or by the laws of the state.

Sec. 33-476. - Severability.

No provision of this article is intended nor shall any part or portion hereof be construed so as to conflict with the Texas Water Code, state regulations, or federal regulations.

If any provision of this article or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this article and the application of such provision to other persons and circumstances shall nevertheless be valid, and the city council hereby declares that this article would have been enacted without such invalid provision.

Sec. 33-477. - Citizen participation.

Citizen reports of violations. All citizens are encouraged to report to the city ~~en~~
~~gineer's-~~

Environmental Services Department office or to the hotline at ~~(956)727-7794-311~~, any
illegal dumping or filling in low-lying areas or any other violation of this article which they
become aware of.

Secs. 33-478—33-500. - Reserved.

SECTION 2:

Severability:

No provision of this article is intended nor shall any part or portion hereof be construed so as to
conflict with the Texas Water Code, state regulations, or federal regulations.

If any provision of this article or the application thereof to any person or circumstance shall be
held to be invalid, the remainder of this article and the application of such provision to other
persons and circumstances shall nevertheless be valid, and the city council hereby declares that
this article would have been enacted without such invalid provision.

SECTION 3: Publication and Effective Date:

Upon its passage, this Ordinance shall be published one (1) time in accordance with the provisions set
forth in Section 2.09 (D) of the City Charter and shall take effect after the date of publication.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
____ DAY OF _____, 2016.

PETE SAENZ
MAYOR

ATTEST:

DOANH "ZONE" T. NGUYEN
ACTING CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: _____
RAUL CASSO
CITY ATTORNEY

City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Raymond E. Garner

SUBJECT

2016-R-47 Authorizing the City Manager to submit a grant budget summary to extend the FY2016 grant into the FY2017 year in the amount of \$979,727.00 to the Texas Auto Burglary & Theft Prevention Authority to fund the Laredo Auto Theft Task Force for the period of September 1, 2016 through August 31, 2017. This grant pays for salaries and supplies for the LPD Auto Theft Division. The city's local match is approximately 35% which is available as a transfer in from General Fund. **(Approved by Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Texas Auto Burglary & Theft Prevention Authority (ABTPA) grant will be on its 24th year of funding. On February 24, 2016 the ABTPA Board voted that ABTPA will not issue new Request for Applications for FY 2017. As a result of this action, on May 18, 2016 the ABTPA Board will consider extending all active grant awards that were issued in FY 2016. The extensions, when approved, will be from September 1, 2016 through August 31, 2017. If approved by ABTPA, the grant budget summary that we will submit to extend the FY16 grant into the FY17 year, will be our grant award for FY17. The Laredo Auto theft Task Force continues to lower auto theft statistics. In 2009 Laredo was ranked 1st in the nation of stolen vehicles and for the fifth year in a row the numbers of stolen vehicles have decreased thus lowering that ranking to 135 in 2014. The continued assistance and support from the Texas Auto Burglary & Theft Prevention Authority grant make the operations that reduce motor vehicle theft and burglary possible.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That City Council approves this Resolution.

Fiscal Impact

Fiscal Year: 2016
Budgeted Y/N?: Y
Source of Funds: Grant
Account #: 222
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Funding is available in the Auto Theft Task Force Fund 222.

Attachments

ABTPA Resolution to Apply

RESOLUTION # 2016-R-47

Authorizing the City Manager to submit a grant budget summary to extend the FY16 grant into the FY17 year in the amount of \$979,727 to the Texas Auto Burglary & Theft Prevention Authority to fund the Laredo Auto Theft Task Force for the period of September 1, 2016 through August 31, 2017. This grant pays for salaries and supplies for the LPD Auto Theft Division. The city's local match is approximately 35% which is available as a transfer in from General Fund.

Whereas, under the provisions of the Texas Revised Civil Statutes Article 4413(37) and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Automobile Burglary and Theft Prevention Authority to provide financial support to law enforcement agencies for economic automobile theft enforcement teams and to combat automobile burglary in the jurisdiction; and

Whereas, The City of Laredo has agreed that in the event of loss or misuse of the A.B.T.P.A. funds, the City of Laredo assures that the funds will be returned to the Texas Auto Burglary & Theft Prevention Authority.

Whereas, The City of Laredo has designated Jesus Olivares, City Manager as the Authorized Official; Rosario Cabello, Finance Director as the Financial Officer; and Deputy Chief Claudio Trevino, Jr. as the Project Director.

Whereas, under the Texas Auto Burglary & Theft Prevention Authority grant, the Laredo Police Department, will provide one Lieutenant, one Sergeant and eleven Investigators that will investigate auto theft and burglary cases.

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

Section 1: The City Manager is authorized to submit a grant budget summary to extend the FY16 grant into the FY17 year in the amount of \$979,727 to the Texas Auto Burglary & Theft Prevention Authority to fund the Laredo Auto Theft Task Force for the period of September 1, 2016 through August 31, 2017.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

PETE SAENZ
MAYOR

ATTEST:

DOANH "ZONE" T. NGUYEN
ACTING CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Jesus Olivares, Assistant City Manager

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

SUBJECT

2016-R-48 Accepting the conveyance of the following fifteen (15) foot Public Utility and Utility Access Easement, for the right to install, construct, reconstruct, repair and perpetually maintain a 12" waterline and fire hydrant from:

The Texas Mexican Railway Company By: Douglas A. Banks, Vice President, Joint Facilities - Utility easement as follows:

A tract of land containing 2.14 Acres, more or less out of an 8.672 acre tract and a 50.00 acre tract in Webb County, Texas, situated in Porcion 31, Abstract 3116, and Porcion 32, Abstract 296, a copy of which conveyance is attached as Exhibits A & B:

And directing that said Easement be filed of record in official property records of Webb County, Texas. **(Approved by Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The Texas Mexican Railway Company By: Douglas A. Banks, Vice President, Joint Facilities, conveyed this non-exclusive public utility and utility access easement to the City of Laredo upon request from the Utilities Department. This 15 foot Utility easement is being acquired as necessitated by the City of Laredo for the right to install, construct, reconstruct, repair and perpetually maintain a 12" waterline and fire hydrant situated in Porcion 31, Abstract 3116, and Porcion 32, Abstract 296 in Webb County Texas.

This said Utility Easement will be filed of record in official property records of Webb County, Texas.

COMMITTEE RECOMMENDATION

Operations Committee

STAFF RECOMMENDATION

To approve this resolution.

Fiscal Impact

Fiscal Year: 2016
Budgeted Y/N?: N
Source of Funds:
Account #: 557-0000-161-1000
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Easement transactions to be accounted for in account no. 557-0000-161-1000.

Attachments

Utility & Utility Access Easement
Resolution 2016-R-48

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

UTILITY EASEMENT AND UTILITY ACCESS EASEMENT

Date: March 23, 2016

Grantor: The Texas Mexican Railway Company

Grantor's Address: The Texas Mexican Railway Company
PO BOX 219335
Kansas City, MO 64121-9335

Grantee: The City of Laredo, A Texas Municipal Corporation

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

Easement Property: Being a 15' Utility Easement and Utility Access Easement containing 2.14 acres of land, more or less, out of an 8.672 acre tract conveyed to Texas Mexican Railway Company, recorded in Volume 806, Page 832, Official Public Records of Webb County, Texas and a 50.00 acre tract conveyed to Texas Mexican Railway Company, recorded in Volume 253, Page 613 Deed Records of Webb County, Texas being Porcion 31, Abstract 3116, Jose Trevino Original Grantee, and Porcion 32, Abstract 296, Antonio Trevino Original Grantee, City of Laredo, Webb County, Texas.

Easement Purpose: For the installation of a 12" waterline and fire hydrant.

To give Grantee the right to construct, reconstruct, repair and perpetually maintain water line improvements and fire hydrants, and the right of free, full and unimpeded access from the same tract of land for the limited purpose of accessing the Easement property herein granted.

Grantor, for and in consideration of the sum of Ten Dollars and No/100 cents (\$10.00), and other good and valuable consideration in hand paid by the Grantee herein named, the receipt of which is hereby fully acknowledged and confessed, has GRANTED, SOLD, CONVEYED and DEDICATED, and by these presents does hereby GRANT, SELL, CONVEY and DEDICATE unto Grantee, the above described Utility and Access Easements.

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

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

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

Executed on this 23rd day of March, 2016.

The Texas Mexican Railway Company

By: *Douglas A. Banks*

(Print Name) Douglas A. Banks

(Title) Vice President, Joint Facilities

ACKNOWLEDGEMENT

STATE OF MISSOURI

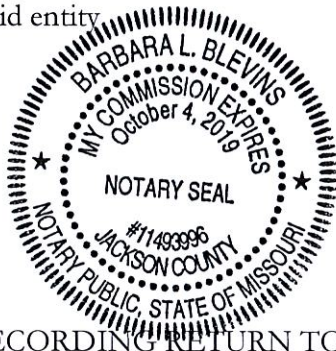
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§

COUNTY OF JACKSON

§

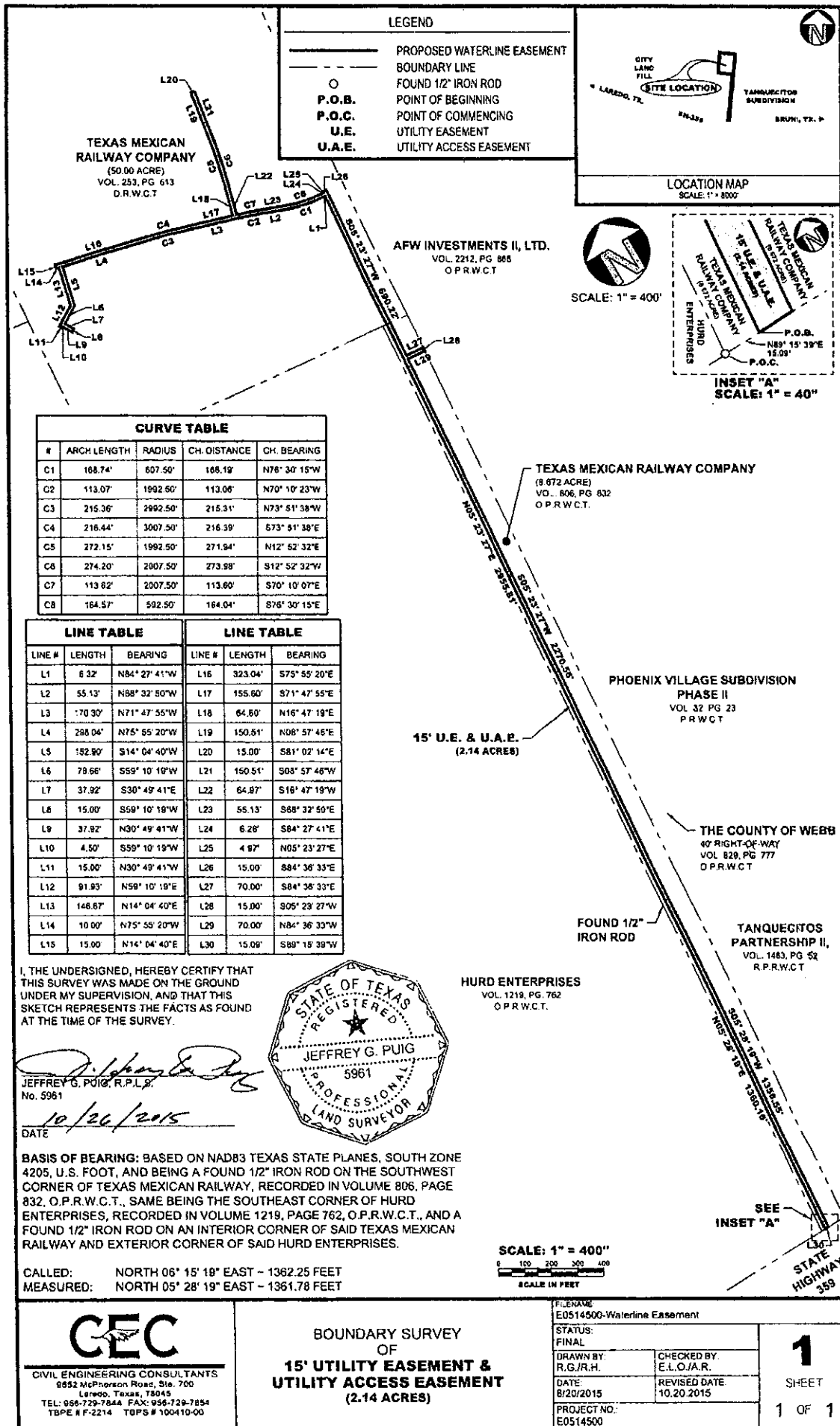
This instrument was acknowledged before me on the 23 day of March, 2016, by Douglas A. Banks, Vice President – Joint Facilities of **The Texas Mexican Railway Company** on behalf of said entity.



Barbara L. Blevins
Notary Public, State of ~~Texas~~ **MISSOURI**
My Commission Expires:

AFTER RECORDING RETURN TO:

Mr. Arturo Garcia
Acting Community Development
Department of Community Development
1301 Farragut
Laredo, Texas 78040





CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.

LEGAL DESCRIPTION
15' UTILITY EASEMENT &
UTILITY ACCESS EASEMENT
(2.14 ACRES)

Being a 15' Utility Easement & Utility Access Easement containing 2.14 acres of land, more or less, out of an 8.672 acre tract conveyed to Texas Mexican Railway Company, recorded in Volume 806, Page 832, Official Public Records of Webb County, Texas, and a 50.00 acre tract conveyed to Texas Mexican Railway Company, recorded in Volume 253, Page 613, Deed Records of Webb County, Texas, being situated in Porcion 31, Abstract 3116, Jose Trevino Original Grantee, and Porcion 32, Abstract 296, Antonio Trevino Original Grantee, City of Laredo, Webb County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2" iron rod on the southwest corner of said 8.672 acre tract and southeast corner of Hurd Enterprises, recorded in Volume 1219, Page 762, Official Public Records of Webb County, Texas, being a point on the north right-of-way line of State Highway 359, **THENCE, North 89° 15' 39" East**, along the north right-of-way line of said State Highway 359 and south boundary line of said 8.672 acre tract a distance of **15.09 feet** to the **POINT OF BEGINNING** and southern corner of this 15' Utility Easement & Utility Access Easement hereof;

THENCE North 05° 28' 19" East, a distance of **1360.16 feet** to a point, being an interior corner and point of deflection to the left hereof;

THENCE North 05° 23' 27" East, a distance of **2955.81 feet** to a point, being an interior corner and point of deflection to the left hereof;

THENCE North 84° 27' 41" West, a distance of **6.32 feet** to a point, being a tangent point of a curve to the right hereof;

THENCE along said curve having a radius of **607.50 feet**, an arch length of **168.74 feet**, a chord bearing of **North 76° 30' 15" West**, and a chord distance of **168.19 feet** to a tangent point of said curve hereof;

THENCE North 68° 32' 50" West, a distance of **55.13 feet** to a point, being a tangent point of a curve to the left hereof;

THENCE along said curve having a radius of **1992.50 feet**, an arch length of **113.07 feet**, a chord bearing of **North 70° 10' 23" West**, and a chord distance of **113.06 feet** to a tangent point of said curve hereof;

THENCE North 71° 47' 55" West, a distance of **170.30 feet** to a point, being a tangent point of a curve to the left hereof;

THENCE along said curve having a radius of **2992.50 feet**, an arch length of **215.36 feet**, a chord bearing of **North 73° 51' 38" West**, and a chord distance of **215.31 feet** to a tangent point of said curve hereof;

THENCE North 75° 55' 20" West, a distance of **298.04 feet** to a point, being an interior corner and point of deflection to the left hereof;

THENCE South 14° 04' 40" West, a distance of **152.90 feet** to a point, being an exterior corner and point of deflection to the right hereof;

THENCE South 59° 10' 19" West, a distance of **78.66 feet** to a point, being an interior corner and point of deflection to the left hereof;

THENCE South 30° 49' 41" East, a distance of **37.92 feet** to a point, being an exterior corner and point of deflection to the right hereof;

THENCE South 59° 10' 19" West, a distance of **15.00 feet** to a point, being an exterior corner and point of deflection to the right hereof;

THENCE North 30° 49' 41" West, a distance of **37.92 feet** to a point, being an interior corner and point of deflection to the left hereof;

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CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.

THENCE South 59° 10' 19" West, a distance of 4.50 feet to a point, being an exterior corner and point of deflection to the right hereof;

THENCE North 30° 49' 41" West, a distance of 15.00 feet to a point, being the most western corner and point of deflection to the right hereof;

THENCE North 59° 10' 19" East, a distance of 91.93 feet to a point, being an interior corner and point of deflection to the left hereof;

THENCE North 14° 04' 40" East, a distance of 146.67 feet to a point, being an interior corner and point of deflection to the left hereof;

THENCE North 75° 55' 20" West, a distance of 10.00 feet to a point, being an exterior corner and point of deflection to the right hereof;

THENCE North 14° 04' 40" East, a distance of 15.00 feet to a point, being a northwestern corner and point of deflection to the right hereof;

THENCE South 75° 55' 20" East, a distance of 323.04 feet to a point, being a tangent point of a curve to the right hereof;

THENCE along said curve having a radius of 3007.50 feet, an arch length of 216.44 feet, a chord bearing of South 73° 51' 38" East, and a chord distance of 216.39 feet to a tangent point of said curve hereof;

THENCE South 71° 47' 55" East, a distance of 155.60 feet to a point, being an interior corner and point of deflection to the left hereof;

THENCE North 16° 47' 19" East, a distance of 64.60 feet to a point, being a tangent point of a curve to the left hereof;

THENCE along said curve having a radius of 1992.50 feet, an arch length of 272.15 feet, a chord bearing of North 12° 52' 32" East, and a chord distance of 271.94 feet to a tangent point of said curve hereof;

THENCE North 08° 57' 46" East, a distance of 150.51 feet to a point, being a northern corner and point of deflection to the right hereof;

THENCE South 81° 02' 14" East, a distance of 15.00 feet to a point, being an exterior corner and point of deflection to the right hereof;

THENCE South 08° 57' 46" West, a distance of 150.51 feet to a point, being a tangent point of a curve to the right hereof;

THENCE along said curve having a radius of 2007.50 feet, an arch length of 274.20 feet, a chord bearing of South 12° 52' 32" West, and a chord distance of 273.98 feet to a tangent point of said curve hereof;

THENCE South 16° 47' 19" West, a distance of 64.97 feet to a point, being a non-tangent point of a curve to the right, and being an interior corner and point of deflection to the left hereof;

THENCE along said curve having a radius of 2007.50 feet, an arch length of 113.62 feet, a chord bearing of South 70° 10' 07" East, and a chord distance of 113.60 feet to a tangent point of said curve hereof;

THENCE South 68° 32' 50" East, a distance of 55.13 feet to a point, being a tangent point of a curve to the left hereof;

THENCE along said curve having a radius of 592.50 feet, an arch length of 164.57 feet, a chord bearing of South 76° 30' 15" East, and a chord distance of 164.04 feet to a tangent point of said curve hereof;

THENCE South 84° 27' 41" East, a distance of 6.28 feet to a point, being an interior corner and point of deflection to the left hereof.

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CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.

THENCE North 05° 23' 27" East, a distance of 4.97 feet to a point, being an exterior corner and point of deflection to the right hereof;

THENCE South 84° 36' 33" East, a distance of 15.00 feet to a point, being a northeastern corner and point of deflection to the right hereof;

THENCE South 05° 23' 27" West, a distance of 690.22 feet to a point, being an interior corner and point of deflection to the left hereof;

THENCE South 84° 36' 33" East, a distance of 70.00 feet to a point on the east boundary line of said 8.672 acre tract and west boundary line of A.F.W. Investments II, Ltd., recorded in Volume 2212, Page 868, Official Public Records of Webb County Texas, being an exterior corner and point of deflection to the right hereof;

THENCE South 05° 23' 27" West, along the east boundary line of said 8.672 acre tract and west boundary line of said A.F.W. Investments II, Ltd., a distance of 15.00 feet to a point, being an exterior corner and point of deflection to the right hereof;

THENCE North 84° 36' 33" West, a distance of 70.00 feet to a point, being an interior corner and point of deflection to the left hereof;

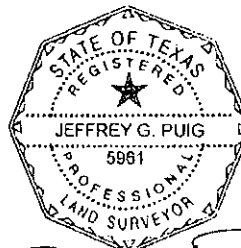
THENCE South 05° 23' 27" West, a distance of 2270.56 feet to a point, being an exterior corner and point of deflection to the right hereof;

THENCE South 05° 28' 19" West, a distance of 1358.55 feet to a point on the south boundary line of said 8.672 acre tract and north right-of-way line of State Highway 359, being an exterior corner and point of deflection to the right hereof;

THENCE South 89° 15' 39" West, along the south boundary line of said 8.672 acre tract and north right-of-way line of said State Highway 359 a distance of 15.09 feet to the **POINT OF BEGINNING**, and containing 2.14 acres, more or less.

BASIS OF BEARING: Based on NAD83 Texas State Planes, South Zone 4205, U.S. foot, and being a found 1/2" iron rod on the southwest corner of Texas Mexican Railway, recorded in Volume 806, Page 832, O.P.R.W.C.T., same being the southeast corner of Hurd Enterprises, recorded in Volume 1219, Page 762, O.P.R.W.C.T., and a found 1/2" iron rod on an interior corner of said Texas Mexican Railway and exterior corner of said Hurd enterprises.

Called: North 06° 15' 19" East ~ 1362.25 Feet
Measured: North 05° 28' 19" East ~ 1361.78 Feet



Jeffrey G. Puig
10/26/2015

SAN ANTONIO · LAREDO · BRYAN/COLLEGE STATION

9652 MCPHERSON ROAD, SUITE 700 | LAREDO, TEXAS 78045 | (956) 729-7844 | FAX: (956) 729-7854
TEXAS FIRM REGISTRATION NUMBERS: ENGINEERING F-2214 | SURVEY 10041090 | WWW.CECTEXAS.COM

RESOLUTION NO. 2016-R-48

ACCEPTING THE CONVEYANCE OF THE FOLLOWING FIFTEEN (15) FOOT PUBLIC UTILITY AND UTILITY ACCESS EASEMENT, FOR THE RIGHT TO INSTALL, CONSTRUCT, RECONSTRUCT, REPAIR AND PERPETUALLY MAINTAIN A 12" WATERLINE AND FIRE HYDRANT FROM: THE TEXAS MEXICAN RAILWAY COMPANY BY: DOUGLAS A. BANKS, VICE PRESIDENT, JOINT FACILITIES - UTILITY EASEMENT AS FOLLOWS: A TRACT OF LAND CONTAINING 2.14 ACRES, MORE OR LESS OUT OF AN 8.672 ACRE TRACT AND A 50.00 ACRE TRACT IN WEBB COUNTY, TEXAS, SITUATED IN PORCION 31, ABSTRACT 3116, AND PORCION 32, ABSTRACT 296, A COPY OF WHICH CONVEYANCE IS ATTACHED AS EXHIBITS A & B: AND DIRECTING THAT SAID EASEMENT BE FILED OF RECORD IN OFFICIAL PROPERTY RECORDS OF WEBB COUNTY, TEXAS.

WHEREAS, The Texas Mexican Railway Company by: Douglas A. Banks Vice President, Joint Facilities has agreed to convey to the City a Utility and Utility Access Easement, 2.14 acres more or less in Webb County, Texas situated in Porcion 31, Abstract 3116, and Porcion 32, Abstract 296 which is described in Exhibit A, and depicted in Exhibit B attached to this resolution; and

WHEREAS, after the conveyance of the said Utility and Utility Access Easement tract, the City will install, construct, reconstruct, repair and perpetually maintain a 12" waterline and fire hydrant situated in Porcion 31, Abstract 3116 and Porcion 32, Abstract 296; and

WHEREAS, in order to be able to install, construct, reconstruct, repair and perpetually maintain a 12" waterline and fire hydrant out of Porcion 31, Abstract 3116 and Porcion 32, Abstract 296, it is in the City of Laredo's best interest to accept the above-referenced conveyance from The Texas Mexican Railway Company By: Douglas A. Banks, Vice President, Joint Facilities.

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

Section 1. It hereby accepts the conveyance of this Utility and Utility Access 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 descriptions that are attached as Exhibit A attached hereto.

Section 2. The conveyance will be accepted in the form and content of the Utility and Utility Access Easement, copy of which is attached as Exhibits A & B to this resolution, and the tract is more particularly described in the exhibit attached to Exhibit A (metes and bounds description and surveys), attached to this resolution and incorporated herein.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

Pete Saenz, Mayor

ATTEST:

By: _____
Doanh "Zone" Nguyen
Acting City Secretary

By: _____
Raul Casso
City Attorney

City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Jesus Olivares, Assistant City Manager

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

SUBJECT

2016-R-49 Accepting the conveyance of the following fifteen (15) foot Public Utility and Utility Access Easement, for the right to install, construct, reconstruct, repair and perpetually maintain an 8" diameter sanitary sewer line from:

N21 One, LLC By: John E. Reinhart, Vice President - Utility easement as follows:

A tract of land containing 0.0337 Acres, (1,469 sq. ft.) more or less situated in Webb County, Texas, out and part of Lot 2, Block 1, a copy of which conveyance is attached as Exhibits A & B:

And directing that said Easement be filed of record in official property records of Webb County, Texas. **(Approved by Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

N21 One, LLC By: John E. Reinhart, Vice President, conveyed this non-exclusive public utility and utility access easement to the City of Laredo upon request from the Utilities Department. This 15 foot Utility easement is being acquired as necessitated by the City of Laredo for the right to install, construct, reconstruct, repair and perpetually maintain an 8" diameter sanitary sewer line situated in Webb County, out and part of Lot 2, Block 1.

This said Utility Easement will be filed of record in official property records of Webb County, Texas.

COMMITTEE RECOMMENDATION

Operations Committee

STAFF RECOMMENDATION

To approve this resolution.

Fiscal Impact

Fiscal Year: 2016

Budgeted Y/N?: N

Source of Funds:

Account #: 559-0000-161-1000

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Easement transactions to be accounted for in account no. 559-0000-161-1000.

Attachments

Utility & Utility Access Easement

Resolution 2016-R-49

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

UTILITY EASEMENT AND UTILITY ACCESS EASEMENT

Date: March 29, 2016

Grantor: N2I One, LLC, A Delaware Limited Liability Company

Grantor's Address: N2I One, LLC
Attn: Real Estate Department
One Valero Way
Building D, Suite 200
San Antonio, Texas 78249-1616

Grantee: The City of Laredo, A Texas Municipal Corporation

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

Easement Property: A 15' wide utility and access easement 0.0337 acres (1,469 sq. ft.) tract being out and part of Lot 2, Block 1, Cielito Lindo McDonald's Plat recorded in Volume 24, Page 15 of the Webb County Plat Records within the limits of the City of Laredo and Webb County, Texas.

Easement Purpose: For the installation of a 15 foot sewer utility easement, within this easement there will be an 8" diameter sanitary sewer line installed.

To give Grantee the right to construct, reconstruct, repair and perpetually maintain sewer line improvements and manholes, and the right of free, full and unimpeded access from the same tract of land for the limited purpose of accessing the Easement property herein granted.

Grantor, for and in consideration of the sum of Ten Dollars and No/100 cents (\$10.00), and other good and valuable consideration in hand paid by the Grantee herein named, the receipt of which is hereby fully acknowledged and confessed, has GRANTED, SOLD, CONVEYED and DEDICATED, and by these presents does hereby GRANT, SELL, CONVEY and DEDICATE unto Grantee, the above described Utility and Access Easements.

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

TO HAVE AND TO HOLD the same to Grantee, together with the right and privilege, at any and all times, to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, repairing and maintaining said utility easement, including all necessary laterals and appurtenant facilities.

Grantor hereby binds itself and Grantor's heirs, executors, administrators, successors and assigns to warrant and defend the easement and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

Executed on this 29th day of March, 2016.

N2I One, LLC, a Delaware Limited Liability Company

By: [Signature]
(Print Name) John E. Reinhart
(Title) Vice President

[Signature]

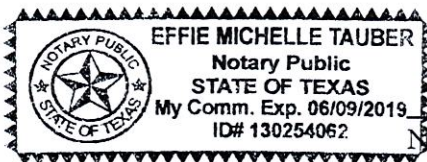
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF BEXAR

§
§
§

This instrument was acknowledged before me on the 29th day of March, 2016, by John E. Reinhart, **N2I One, LLC** on behalf of said entity, a Delaware limited liability company for the purpose and consideration therein expressed and in the capacity therein stated, as the act and deed of said limited liability company.



Effie M. Tauber
Notary Public, State of Texas
My Commission Expires: 6/9/2019

AFTER RECORDING RETURN TO:

Mr. Arturo Garcia
Acting Community Development
Department of Community Development
1301 Farragut
Laredo, Texas 78040

15' WIDE UTILITY & ACCESS EASEMENT

0.0337 ACRE TRACT

Being out and part of

Lot 2, Block 1, Cielito Lindo McDonald's Plat

Recorded in Volume 24, Page 15, Webb County Plat Records

Within the limits of the

City of Laredo and Webb County, Texas

Survey Date: November 24, 2015

Being a tract of land found to contain 0.0337 acres (1,469 sq. ft), more or less, situated in the City Limits of Laredo and Webb County, Texas, out and part of Lot 2, Block 1, Cielito Lindo McDonald's Plat, recorded in Volume 24, Page 15 of the Webb County Plat Records; this 0.0337 acre tract being more particularly described by metes and bounds as follows:

COMMENCING from an iron rod found for the most southerly southwest corner of said Lot 2, also being the southeast corner of Lot 1, Block 1, Cielito Lindo Pump & Shop Plat, as recorded in Volume 22, Page 5 of the Webb County Plat Records and a point on the northerly right-of-way line of Cielito Lindo Boulevard, North 05°15'46" East, 270.78 Feet along the common boundary line of said Lot 1 and Lot 2 to a ½" iron rod set for the southwest corner of the herein described tract and the **POINT OF BEGINNING**;

THENCE North 05°15'46" East, 15.07 Feet, continuing along the common boundary of said Lot 1 and Lot 2 to a ½" iron rod set for the northwest corner of this tract;

THENCE North 89°43'02" East, 97.19 Feet, to a ½" iron rod set in an easterly boundary line of said Lot 2, also being the west boundary line of Lot 3, Block 1, Cielito Lindo McDonald's Plat, recorded in Volume 24, Page 15 of the Webb County Plat Records, for the northeast corner of this tract;

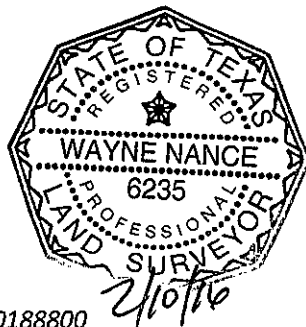
THENCE South 03°30'43" East, 15.00 Feet, along the common boundary line of said Lot 2 and Lot 3 to a ½" iron rod set for the southeast corner of this tract;

THENCE South 89°43'02" West, 98.70 Feet, to a nail set for the southwest corner of the herein described tract and the **POINT OF BEGINNING**.

Basis of Bearings:

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

I, Wayne Nance, the undersigned Registered Professional Land Surveyor, Number 6235, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available, without the benefit of a complete title examination report.



Witness my Hand and Seal


Wayne Nance, R.P.L.S

RESOLUTION NO. 2016-R-49

ACCEPTING THE CONVEYANCE OF THE FOLLOWING FIFTEEN (15) FOOT PUBLIC UTILITY AND UTILITY ACCESS EASEMENT, FOR THE RIGHT TO INSTALL, CONSTRUCT, RECONSTRUCT, REPAIR AND PERPETUALLY MAINTAIN AN 8" DIAMETER SANITARY SEWER LINE FROM: N21 ONE, LLC BY: JOHN E. REINHART, VICE PRESIDENT - UTILITY EASEMENT AS FOLLOWS: A TRACT OF LAND CONTAINING 0.0337 ACRES, (1,469 SQ. FT.) MORE OR LESS SITUATED IN WEBB COUNTY, TEXAS, OUT AND PART OF LOT 2, BLOCK 1, A COPY OF WHICH CONVEYANCE IS ATTACHED AS EXHIBITS A & B: AND DIRECTING THAT SAID EASEMENT BE FILED OF RECORD IN OFFICIAL PROPERTY RECORDS OF WEBB COUNTY, TEXAS.

WHEREAS, N21 One, LLC by: John E. Reinhart Vice President, has agreed to convey to the City a Utility and Utility Access Easement, 0.0337 acres (1,496 sq. ft.) more or less situated in Webb County, Texas out and part of Lot 2, Block 1 which is described in Exhibit A, and depicted in Exhibit B attached to this resolution; and

WHEREAS, after the conveyance of the said Utility and Utility Access Easement tract, the City will install, construct, reconstruct, repair and perpetually maintain an 8" diameter sanitary sewer line situated in Webb County, Texas out and part of Lot 2, Block 1; and

WHEREAS, in order to be able to install, construct, reconstruct, repair and perpetually maintain an 8" diameter sanitary sewer line out and part of Lot 2, Block 1, it is in the City of Laredo's best interest to accept the above-referenced conveyance from N21 One, LLC by: John E. Reinhart Vice President.

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

Section 1. It hereby accepts the conveyance of this Utility and Utility Access 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 descriptions that are attached as Exhibit A attached hereto.

Section 2. The conveyance will be accepted in the form and content of the Utility and Utility Access Easement, copy of which is attached as Exhibits A & B to this resolution, and the tract is more particularly described in the exhibit attached to Exhibit A (metes and bounds description and surveys), attached to this resolution and incorporated herein.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

Pete Saenz, Mayor

ATTEST:

By: _____
Doanh "Zone" Nguyen
Acting City Secretary

By: _____
Raul Casso
City Attorney

City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Raymond E. Garner, Chief of Police

SUBJECT

2016-R-50 Authorizing the City Manager to submit a grant application in the estimated amount of \$9,000.00 to the Texas Department of Transportation, for the enforcement of Vehicle Occupant Protection, during the "Click it or Ticket" Campaign. The grant period will begin April 29, 2016 through July 8, 2016. This grant is for overtime salaries and fringe benefits and is funded 100% by the Texas Department of Transportation.
(Approved by Operations Committee)

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Texas Department of Transportation has made a grant entitled Click It or Ticket available to the Laredo Police Department. The grant will pay for overtime salaries and fringe benefits for police officers for the enforcement of the seat belt law. Public information materials will also be available under this grant.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Recommends that Council approves this Resolution.

Fiscal Impact

Fiscal Year: 2016
Budgeted Y/N?: Y
Source of Funds: Grant
Account #: 229
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Funding is available in the Special Police Fund 229.

Attachments

Resolution 2016-R-50 to Apply for TXDOT Click It or Ticket

RESOLUTION NO. 2016-R-50

Authorizing the City Manager to submit a grant application in the estimated amount of \$9,000 to the Texas Department of Transportation, for the enforcement of Vehicle Occupant Protection, during the Click it or Ticket Campaign. The grant period will begin April 29, 2016 through July 8, 2016. This grant is for overtime salaries and fringe benefits and is funded 100% by the Texas Department of Transportation.

Whereas, there is available to the City of Laredo a grant entitled Click It or Ticket from the Texas Department of Transportation for a program which would pay for overtime salaries and fringe benefits for off duty police officers for the enforcement of the seat belt law during May 23, 2016 – June 5, 2016; and

Whereas, the Police Chief Recommends that the Council authorizes applying for this grant in the estimated amount of \$9,000 for fiscal year 2016; and

Whereas, the City Council finds that submission of application 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: It authorizes the City Manager to submit a grant application for the estimated amount of \$9,000 to the Texas Department of Transportation for the enforcement of Vehicle Occupant Protection during the Click it or Ticket Campaign.

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 AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

PETE SAENZ
CITY MAYOR

ATTEST:

DOANH "ZONE" T. NGUYEN
ACTING CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Jesus Olivares, City Manager

Staff Source: Roberto Murillo, P.E., P.T.O.E., Traffic Manager

SUBJECT

2016-R-51 Authorizing the City Manager to execute an Advanced Funding Agreement (AFA) No. CSJ-0922-33-158 with the Texas Department of Transportation in the amount of \$600,000.00, including a local participation in the amount of \$135,000.00, for the City Wide Traffic Signal Upgrade - Synchronization Project. This project is being funded by Coordinated Border Infrastructure (CBI) funds. Funding is available in the Capital Grant Fund. **(Approved by Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

On March 16, 2015, the Metropolitan Planning Organization introduced Steve Taylor of CoPLAN LLC, who presented the results of the 2015 Congestion and Delay Study. In his report, he stated that in general, the local transportation system provides sufficient capacity for current demand. Further, he stated the first step toward congestion management would be to implement effective signal timings system wide. Related, a recommendation was made at the Metropolitan Planning Organization Policy Meeting to use Coordinated Border Infrastructure (CBI) funds for the signal timing improvements. Finally, as determined by the congestion study, \$600,000 of CBI funding was to be made available thru and Advance Funding Agreement which requires a 20 % local match in the amount of \$120,000. An additional estimated local match in the amount of \$15,000 is required associated with TxDOT's plan and project review costs for a total required local match of \$ 135,000.

This project will mainly entail retiming of approximately 150 traffic signal intersections (on and off system).

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends the approval of Resolution.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the Capital Grant Fund. Costs will be allocated based on 80% Federal funding and 20% Local funding.

Attachments

Resolution

Agreement

RESOLUTION NO. 2016-R-51

AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADVANCED FUNDING AGREEMENT (AFA) NO. CSJ-0922-33-158 WITH THE TEXAS DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$ 600,000 INCLUDING A LOCAL PARTICIPATION IN THE AMOUNT OF \$ 135,000 FOR THE CITY WIDE TRAFFIC SIGNAL UPGRADE-SYNCHRONIZATION PROJECT. THIS PROJECT IS FUNDED BY COORDINATED BORDER INFRASTRUCTURE (CBI) FUNDS. FUNDING IS AVAILABLE IN THE CAPITAL GRANT FUND.

WHEREAS, federal law establishes federal funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Commission passed Minute Order Number 114264, authorizing the State to undertake and complete a highway improvement generally described as retiming of traffic signals city wide and adding or upgrading communication equipment called the "Project".

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

Section 1:

AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADVANCED FUNDING AGREEMENT (AFA) NO. CSJ-0922-33-158 WITH THE TEXAS DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$ 600,000 INCLUDING A LOCAL PARTICIPATION IN THE AMOUNT OF \$ 135,000 FOR THE CITY WIDE TRAFFIC SIGNAL UPGRADE-SYNCHRONIZATION PROJECT. THIS PROJECT IS FUNDED BY COORDINATED BORDER INFRASTRUCTURE (CBI) FUNDS. FUNDING IS AVAILABLE IN THE CAPITAL GRANT FUND.

APPROVED BY THE MAYOR ON THIS THE _____ DAY _____, 2016.

PETE SAENZ
MAYOR

ATTEST:

DOANH “ZONE” T. NGUYEN
ACTING CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

KRISTINA L. HALE
ASST. CITY ATTORNEY



1817 BOB BULLOCK LOOP, LAREDO, TEXAS 78043-9770 | 956.712.7400 | WWW.TXDOT.GOV

March 31, 2016

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

RE: City Wide Traffic Signal Upgrades
City of Laredo
CSJ: 0922-33-158

Dear Mr. Olivares:

Enclosed please find two copies of the Advanced Funding Agreement (AFA) for the City Wide Traffic Signal Upgrade Project. The maximum amount reimbursable under this agreement without modification is \$480,000. Please sign and return both copies, along with a resolution, to our office for further processing.

Should you have any questions, do not hesitate to contact Gustavo Elizondo at (956) 712-7462.

Sincerely,

Melisa D. Montemayor
Laredo District Administrator

Enclosure

cc: Robert Murillo, P.E., Traffic Director, City of Laredo
Mr. Alberto Ramirez, P.E., Director TP&D, TxDOT
Danny Magee, P.E., Director of Transportation Operations, TxDOT
Ana Duncan, P.E., TxDOT

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

CSJ # 0922-33-158
District # 22 Laredo
Code Chart 64 # 24000
Project: Upgrade Traffic Signals
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For A
COORDINATED BORDER INFRASTRUCTURE (CBI)
CATEGORY 10 PROJECT
OFF-SYSTEM / ON-SYSTEM**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the City of Laredo, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 114264, authorizing the State to undertake and complete a highway improvement generally described as retiming of traffic signals city wide and adding or upgrading communication equipment called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

Retiming of traffic signals at various locations (on and off system) and adding or upgrading communication equipment to incorporate into the advanced traffic management system network as shown on Attachment "B".

3. Local Project Sources and Uses of Funds

- A.** The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties are shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** The Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D.** The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

- E.** The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, otherwise provided for in this agreement or approved otherwise in an amendment to this agreement. Where a Special Approval has been signed by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- F.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project.
- H.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- I.** The State will not pay interest on any funds provided by the Local Government.
- J.** If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- K.** If the Project has been approved for a specified percentage or a "periodic payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
- L.** If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- M.** When a Special Approval has been signed by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
- N.** 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.

- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local

Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.

Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- B. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- C. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- D. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The Local Government is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City Manager	Director of Contract Services
City of Laredo	Texas Department of Transportation
P.O. Box 579	125 E. 11 th Street
Laredo, Texas 78042	Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly

authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material*

breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all

persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is \$500,000; the expenditure threshold for fiscal years beginning on or after December 31, 2014 is \$750,000.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise

CSJ # 0922-33-158
District # 22 Laredo
Code Chart 64 # 24000
Project: Upgrade Traffic Signals
Federal Highway Administration
CFDA # 20.205
Not Research and Development

amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

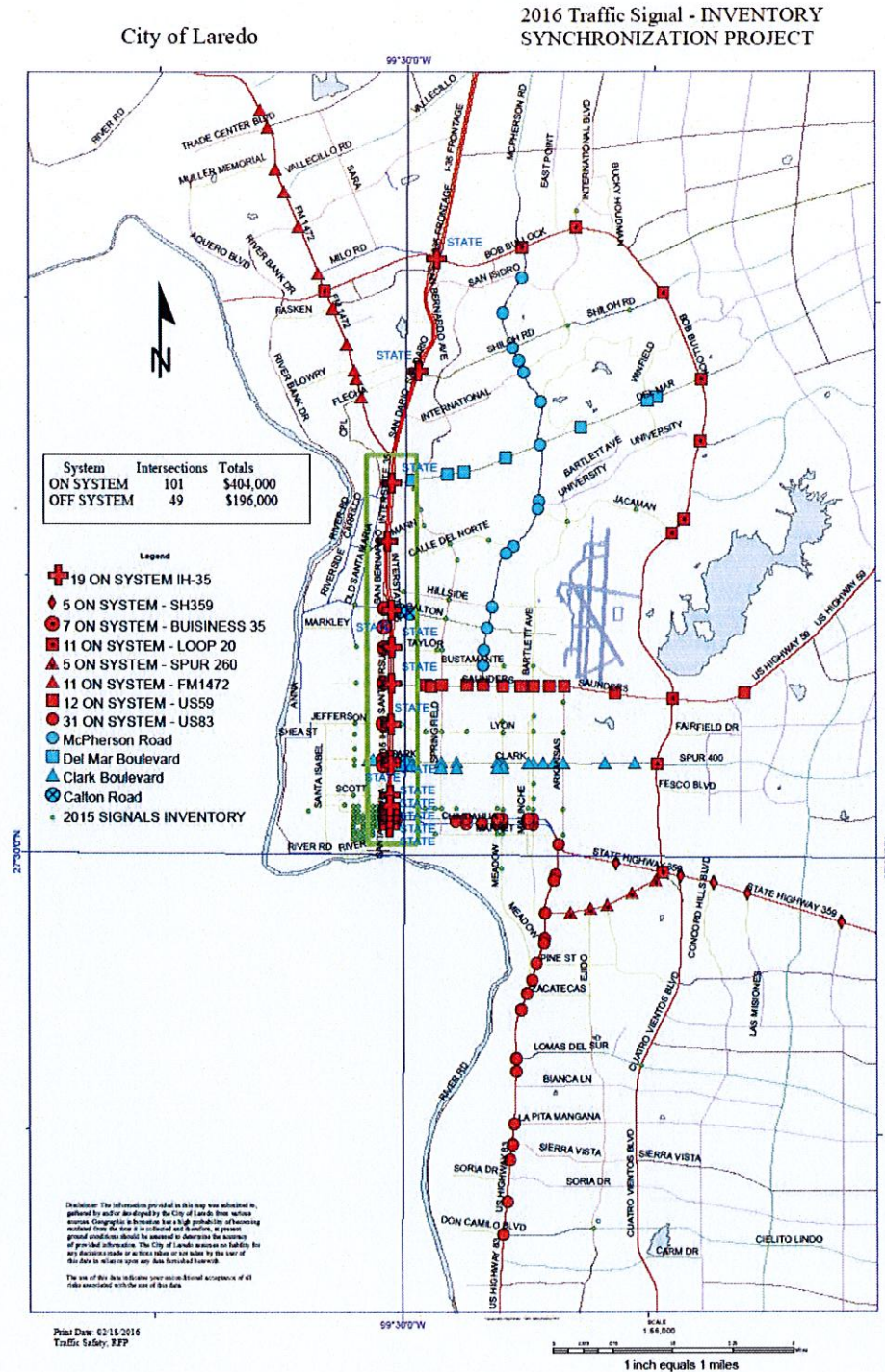
Date

CSJ # 0922-33-158
District # 22 Laredo
Code Chart 64 # 24000
Project: Upgrade Traffic Signals
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE

CSJ # 0922-33-158
 District # 22 Laredo
 Code Chart 64 # 24000
 Project: Upgrade Traffic Signals
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

ATTACHMENT B LOCATION MAP SHOWING PROJECT



CSJ # 0922-33-158
 District # 22 Laredo
 Code Chart 64 # 24000
 Project: Upgrade Traffic Signals
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

ATTACHMENT C PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Retiming/Upgrading/Replacement of traffic equipment (by LG)	\$600,000	80%	\$480,000	0%	\$0	20%	\$120,000
Subtotal	\$600,000		\$480,000		\$0		\$120,000
Engineering Direct State Costs	\$5,000	0%	\$ 0	0%	\$	100%	\$5,000
Construction Direct State Costs	\$10,000	0%	\$ 0	0%	\$	100%	\$10,000
Indirect State Costs (6.42%)	\$38,520	0%	\$	100%	\$38,520	0%	\$0
TOTAL	\$653,520		\$480,000		\$38,520		\$135,000

Payment by the Local Government to the State before performing work: \$15,000:
 Estimated total payment by the Local Government to the State \$ 15,000. This is an estimate. The final amount of Local Government participation will be based on actual costs.

City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Horacio De De Leon

Staff Source: Maria G. Soliz

SUBJECT

2016-R-52 Authorizing the City Manager to accept a donation of \$5,850.00 from the Joe A. Guerra Family for the cost of new signage for the renaming of the Laredo Public Library to the Joe A. Guerra Laredo Public Library.

VENDOR INFORMATION FOR COMMITTEE AGENDA

Purchasing Dept requested Proposals twice. ROMO Contractors, LLC. was the only qualified vendor.

PREVIOUS COUNCIL ACTION

On August 3, 2015 City Council approved the renaming of the Laredo Pubic Library to the Joe A. Guerra Laredo Public Library.

BACKGROUND

City Council approved the renaming of the Laredo Public Library to the Joe A. Guerra Laredo Public Library on August 3, 2015. Guerra Family will pay for the materials and supplies (\$5,850) and the Library will pay for the labor and installation costs (\$6,550). Funding is available in the Library's line item 101-3510-553-2010 Maintenance/Building and other improvements.

COMMITTEE RECOMMENDATION

Guerra Family met with Library Advisory Committee on October 28, 2015.

STAFF RECOMMENDATION

Recommend approval of resolution.

Fiscal Impact

Fiscal Year:	2016
Budgeted Y/N?:	Y
Source of Funds:	Donation
Account #:	

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Total estimated cost: \$12,000. Guerra family donation of \$5,850 will be used to pay for the materials for the construction of a reinforced concrete sign over the existing sign. The Laredo Public Library will be paying \$6,550 for labor and installation from 101-3510-553-2010.

The donation will be accounted through the contributions revenue line item (101-0000-372-1000) and the reserve in general fund will be used to allocate the funds to the library expenditure line item (101-9810-594-9919).

Attachments

Proposal

Rendering



ROMO Contractors, LLC.
2710 Zacatecas
LAREDO, TX 78046
PH 771-7079
FX 724-4174

RC-15-089 COL Library Sign Rev. 03

February 22, 2016

REVISED

Owner: City of Laredo
Location: Calton Library
Attention: Mr. Pescador

PROPOSAL

SCOPE OF WORK:

Romo Contractors will provide all labor, material, equipment and supervision necessary to perform the following work:

1.- Main Library Sign

Construction of a Reinforced Concrete Sign over an existing sign. Sign to be 42'-8" long x 3'-7" high x 12" deep. To be constructed with 3000 PSI concrete, reinforced with #5 vertical bars at 12" o.c. anchored 12" to existing concrete sign with epoxy grout. Horizontal bars to be #4 bars at 12" o.c. Letter to be 31-1/2" tall, recessed on concrete 4" and shall read "**CM. JOSE A GUERRA**". Sign to match the existing on color and texture

It changed from 38'8" to 42'8" approx.

Material

Concrete	1,900.00
Rebar & Acces.	700.00
Letters	1,450.00
Paint & Acces.	950.00
Wood Forms	1,200.00

Labor

Concrete	2,900.00
Painting	900.00
Letter Installation	900.00
Cleaning	500.00
Supervision	1,500.00
Total	12,900.00

TOTAL= \$ 12,900.00

For a Total Sum of : **(Twelve Thousand nine hundred 00/100 Dollars).**

- a) Any item, job or service not mentioned in this estimate, will be consider as "NOT INCLUDED".
- b) Client must allow adequate time & space for contractor to perform the task in a professional manner.
- c) This proposal is valid for 30 days.

Sincerely,

JUAN C. RODRIGUEZ
ROMO Contractors, LLC.
(956) 771-7079

Pieza de Concreto Armado
adosada

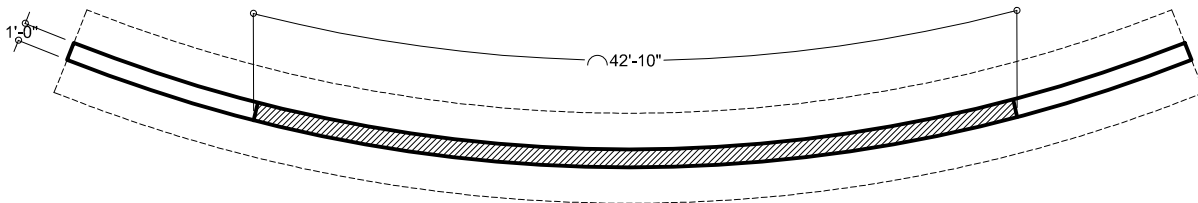


01 FACHADA DEL PROYECTO (Existente)

Colocacion de Nomenclatura
del Proyecto



02 PROYECTO



03 PLANTA DE PROYECTO

RCMO
CONTRACTORS, LLC.

2710 Zacatecas Dr.
Laredo Texas 78046
PH Office (956) 753-8689
FX Office (956) 724-4174

Department: CITY OF LAREDO DEPARTMENT FINANCE-PURCHASING DIV.

Scope of work: Laredo Main Public Library

Project: -----

Project: SIGNAGE PROJECT

Address: Calton and McPherson

Phone: (956) 795-2400 ext 2236

Inspector: Horacio "Nacho" Lopez IV

Address: 5512 Thomas Ave. Laredo Texas 78041

Fax: (956) 790-1805

Position: Admin Asst.

Drawn by: Ing. E. Gonzalez

Sheet Title : Site Plan

Sheet No :

Phone: (956) 794-1736

Scale: $\frac{3}{32}'' = 1'$

Date Revisions: February, 2016

01

City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Cynthia Collazo, Deputy City Manager

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

SUBJECT

2016-R-53 Authorizing the City Manager to accept additional funding from the Texas Health and Human Services Commission under the Texas Healthcare Transformation and Quality Improvement 1115 Waiver in the amount of \$775,800.00 for the continuation of the preventive care clinic services to see more patients and for early detection approved through the regional health plan for indigent and uncompensated preventive health care. The City of Laredo Health Department (CLHD) is implementing two (2) projects: 1) Primary Care Expansion (in women's health, STD/HIV, well child, prenatal care, early detection, cancer prevention, family planning and disease control) and 2) Expand Chronic Care clinic services integrating Disease Self Management to improve health, reduce risks (diabetes and hypertension) and prevent hospitalizations. **(Approved by Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On June 1, 2016, Council approved Resolution 2015-R-43.

BACKGROUND

The City of Laredo Health Department (CLHD) is a participant in the RHP 20 for the Texas Healthcare Transformation and Quality Improvement 1115 Waiver Program and was approved to conduct two (2) preventive health care services 1) Primary Care Expansion providing for more access for women's health, STD/HIV, well child, prenatal care, early detection, cancer prevention, family planning, immunizations and disease control and 2) Expand the Chronic Care model in primary care clinic services with Disease Self Management integration (healthier cooking, understanding ones disease and increasing physical activity). This will improve healthier outcomes by having patients initiate and increase exercise, eating healthier, learning about their disease and getting peer psycho-social support. As a result of both projects this will ensure better access, early detection, disease self management especially for diabetes and hypertension and prevent hospitalizations. the CLHD is able to target persons most in need. For this effort the CLHD will receive sponsored payments each year for five (5) years while providing a 40% match through an electronic transfer of IGT (match) to receive a total of new additional funds in the amount of \$3,146,734.00 over the next five (5) years. The CLHD will comply with all reporting requirements that may be mandated by the program; meet

all performance metrics in the regional plan to improve preventive care and reduce unnecessary hospitalizations and help reduce complicated hospitalizations; enhance and improve preventive patient care capacity through Primary Care Expansion for preventive care and expand chronic care management to include disease self management to our primary care patients. Progress has been made improving health status for persons with diabetes and hypertension as well early detection has been improved.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year: 2016
Budgeted Y/N?: Y
Source of Funds: HHSC
Account #: 226-6106
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

The revenue account is 226-0000-321-6303 and the expenditure division is 226-6106.

Attachments

2015-R-53

RESOLUTION 2015-R-53

AUTHORIZING THE CITY MANAGER TO ACCEPT FUNDING FROM THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION UNDER THE TEXAS HEALTHCARE TRANSFORMATION AND QUALITY IMPROVEMENT 1115 WAIVER IN THE AMOUNT OF \$775,800.00 FOR THE CONTINUATION OF THE PREVENTIVE CARE CLINICS APPROVED THROUGH THE REGIONAL HEALTH PLAN FOR INDIGENT AND UNCOMPENSATED PREVENTIVE HEALTH CARE. THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) IS IMPLEMENTING TWO (2) PROJECTS: 1) PRIMARY CARE EXPANSION (IN WOMEN'S HEALTH, STD/HIV, WELL CHILD, PRENATAL CARE, EARLY DETECTION, CANCER PREVENTION AND FAMILY PLANNING) AND 2) EXPAND CHRONIC CARE CLINIC SERVICES WITH DISEASE SELF MANAGEMENT TO IMPROVE HEALTH AND PREVENT HOSPITALIZATIONS.

WHEREAS, The City of Laredo Health Department (CLHD) as a participant in the RHP 20 for the Texas Healthcare Transformation and Quality Improvement 1115 Waiver Program; was approved to conduct two (2) preventive health care services 1) Primary Care Expansion providing for more access for women's health, STD/HIV, well child, prenatal care, early detection, cancer prevention and family planning and 2) Expand the Chronic Care model in primary care clinic services with Disease Self Management. This will improve healthier outcomes by patients increasing exercise, eating healthier, learning about their disease and getting peer social support. As a result of both projects this will ensure better access, early detection, disease self management especially for diabetes and hypertension and prevent hospitalizations. The CLHD is able to target persons most in need; and

WHEREAS, for this effort the CLHD will receive sponsored payments each year for five (5) years while providing a 40% match through an electronic transfer of IGT (match) to receive a total of additional funds in the amount of \$3,146,734.00 over the next five (5) years. The CLHD will comply with all reporting requirements that may be mandated by the program; meet all performance metrics in the regional plan to improve preventive care and reduce unnecessary hospitalizations and help reduce complicated hospitalizations; enhance and improve preventive patient care capacity through Primary Care Expansion for preventive care in women's health, STD/HIV, well child, prenatal care, early detection, cancer detection and family planning, and expand chronic care management to include disease self management to our primary care patients; and

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

Section 1: The City Manager is hereby authorized to accept funding from the Texas Health and Human Services Commission under the Texas Healthcare Transformation and Quality Improvement 1115 Waiver in the amount of \$775,800.00 for the continuation of the preventive care clinics approved through the regional health plan for indigent and uncompensated preventive health care. The City of Laredo Health Department (CLHD) is implementing two (2) projects: 1) Primary Care Expansion (in women's health, STD/HIV, well child, prenatal care, early detection, cancer prevention and family planning) and 2) Expand Chronic Care clinic services with Disease Self Management to improve health and prevent hospitalizations.

Section 2: The revenue account is 226-0000-321-6303 and the expenditure division is 226-6106.

Section 5: The City Manager is hereby authorized to make transfers within the budget as allowable by the Texas Health and Human Services Commission to meet the necessary costs to accomplish the scope of work for the program.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS _____ DAY OF _____, 2016.**

**PETE SAENZ
MAYOR**

ATTEST:

**DOANH "ZONE" T. NGUYEN
ACTING CITY SECRETARY**

APPROVED AS TO FORM:

**RAUL CASSO
CITY ATTORNEY**

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

City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Horacio De Leon, Assistant City Manager

Staff Source: Ramon E. Chavez, PE, Director Building Development Services Department

SUBJECT

2016-R-54 Consideration to grant fee waivers and a tax abatement agreement between the City of Laredo and Monica Hinojosa for the residential property located at 317 Mier St., being Lot 8 Block 103 Eastern Division. The proposed residential property eligible for property tax abatement includes an addition of a 624 sq. ft. structure in the total amount of \$7,354.81 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of \$46.85 and estimated total fee waiver of \$382.50 based on capital investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

PREVIOUS COUNCIL ACTION

Approval of Resolution 2015-R-95 on October 19, 2015 creating the Neighborhood Empowerment Zone (NEZ) and outlined the potential incentives for projects located within the NEZ and the guidelines for approval process.

BACKGROUND

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

Monica Hinojosa is proposing a residential project located at 317 Mier St., being Lot 8 Block 103 Eastern Division. The residential project will consists of **an addition of a 624 sq. ft. structure**. The estimated capital investment of the residential project is \$7,354.81. The project is located within the NEZ District III and meets the zoning requirements as established by the NEZ criteria.

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

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this resolution.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Based on the above representations the estimated fee waivers by the City of Laredo will approximately total \$382.50 and estimated five (5) year total tax abatement is anticipated to be \$234.25

Attachments

Council Comm 2016-R-054

Resolution 2016-R-054

Tax Abatement 2016-R-054

COUNCIL COMMUNICATION

DATE: 4/18/2016	SUBJECT: RESOLUTION NO. 2016-R-54 Consideration to grant fee waivers and a tax abatement agreement between the City of Laredo and Monica Hinojosa for the residential property located at 317 Mier St., being Lot 8 Block 103 Eastern Division. The proposed residential property eligible for property tax abatement include an addition of a 624 sq. ft. structure in the total amount of \$7,354.81 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of \$46.85 and estimated total fee waiver of \$382.50 based on capital investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.	
INITIATED BY: Horacio A. De Leon, Jr. Assistant City Manager		STAFF SOURCE: Ramon E. Chavez, P.E., Director Building Development Services Department
PREVIOUS COUNCIL ACTION: Approval of Resolution 2015-R-95 on October 19, 2015 creating the Neighborhood Empowerment Zone (NEZ) and outlined the potential incentives for projects located within the NEZ and the guidelines for approval process.		
BACKGROUND: The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners, and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area. Monica Hinojosa is proposing a residential project located at 317 Mier St., being Lot 8 Block 103 Eastern Division. The residential project will consists of an addition of a 624 sq. ft. structure. The estimated capital investment of the residential project is \$7,354.81. The project is located within the NEZ District III and meets the zoning requirements as established by the NEZ criteria. The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, and Sprinkler System Fees.		
FINANCIAL IMPACT: Based on the above representations the estimated fee waivers by the City of Laredo will approximately total \$382.50 and estimated five (5) year total tax abatement is anticipated to be \$234.25		
COMMITTEE RECOMMENDATION: N/A		STAFF RECOMMENDATION: Staff <u>recommends</u> that City Council approve this resolution.

RESOLUTION NO. 2016-R-54

Consideration to grant fee waivers and a tax abatement agreement between the City of Laredo and Monica Hinojosa for the residential property located at 317 Mier St., being Lot 8 Block 103 Eastern Division. The proposed residential property eligible for property tax abatement include an addition of a 624 sq. ft. structure in the total amount of \$7,354.81 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of \$46.85 and estimated total fee waiver of \$382.50 based on capital investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

WHEREAS, the City of Laredo has previously approved Resolution No. 2015-R-95, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

WHEREAS, Monica Hinojosa are proposing a residential project located at 317 Mier St., being Lot 8 Block 103 Eastern Division within the NEZ District III, that meets the required criteria;

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

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

The residential project located at 317 Mier St. is hereby approved for fee waivers, which will approximately total \$382.50 and tax abatement, which will approximately total \$46.85 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this ____ day of _____, 2016.

BY: _____

PETE SAENZ

MAYOR

ATTEST:

DOANH "ZONE" T. NGUYEN

ACTING CITY SECRETARY

APPROVED AS TO FORM:

BY: KRISTINA LAUREL HALE

FIRST ASSITANT CITY ATTORNEY

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

This Agreement is made and entered into by and between Monica Hinojosa duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the "City"), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative and City ("Effective Date").

RECITALS

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

WHEREAS, Monica Hinojosa are the owners of the land located within said reinvestment zone and described as 317 Mier St., being Lot 8 Block 103 Eastern Division ("Property") which exhibit is incorporated herein by reference for all purposes; and

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

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

I. TERM. This agreement shall be for a period of five (5) years becoming effective on January 1st of the year following the year in which a Certificate of Occupancy is issued.

II. OWNER COVENANTS

A. Project

Monica Hinojosa shall cause to be a residential project at 317 Mier St., being Lot 8 Block 103 Eastern Division that consists of an addition of a 624 sq. ft. structure with an estimated value of at least \$7,354.81 and Monica Hinojosa agree to limit the use of the property described herein for said Residential District use as that term is defined in the Zoning Ordinance of the City of Laredo and in accordance with City of Laredo Resolution 2016-R-54.

B. Completion Date

Monica Hinojosa certifies that the residential project construction will be completed within one year from the issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond Monica Hinojosa's reasonable control as determined by the City of Laredo in its sole discretion, which shall

not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in the obtaining of adequate financing.

C. Use of Property

Monica Hinojosa covenant that the project shall be constructed in a manner that is consistent with the general purposes of encouraging development or redevelopment of the Zone and shall be continuously used as Residential Property.

III. TAX ABATEMENT

Subject to and in accordance with this Agreement, the City hereby grant to Monica Hinojosa a real property tax abatement of City of Laredo imposed taxes on the Property for a period of five (5) years. The estimated amount of the Abatement granted under this Agreement shall be approximately \$234.25. The total certified Base Value for the year 2015 as determined by the Webb County Appraisal District is \$22,580.00

IV. WAIVER OF PERMIT FEES

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately \$382.50.

V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS

A. Inspection of Property

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

B. Certification

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

VI. DEFAULT AND RECAPTURE

Monica Hinojosa shall be in default of this Agreement if Monica Hinojosa refuses, fails or neglects to substantially comply with the development of the property or discontinues the Residential use as required by the terms of this Agreement, or if any representation made by Monica Hinojosa is false or misleading in any material aspect. Termination of this Agreement may be effected if any such default is not cured within sixty (60) days after written notice by the City to Monica Hinojosa. If the City terminates this Agreement as a result of default by Monica Hinojosa, the tax abatement shall be immediately abolished and the City shall have the right to recapture all waived permits and inspections fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to Monica Hinojosa and Monica Hinojosa hereby agree to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if City fails to timely pay the bill. Nothing in this Agreement shall preclude Monica Hinojosa from disputing the bill.

VII. TERMINATION AT WILL

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

VIII. VENUE AND JURISDICTION

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

IX. SEVERABILITY

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

X. BINDING EFFECT

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

Executed this the day of _____, 2016, by City of Laredo.

BY: _____

Jesus M. Olivares, City Manager

ATTEST:

Doanh "Zone" T. Nguyen
Acting City Secretary

APPROVED AS TO FORM:

Kristina Laurel Hale
First Assistant City Attorney

Executed this the day of _____, 2016, by Monica Hinojosa.

BY: _____

Name: _____

Title: _____

City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Horacio De Leon, Assistant City Manager

Staff Source: Ramon E Chavez

SUBJECT

2016-R-55 Consideration to grant fee waivers and a tax abatement agreement between the City of Laredo and Oscar J. Montemayor for the residential property located at 1616 Garfield St., being Lot 9 Block 888 Eastern Division. The proposed residential property eligible for property tax abatement includes the new construction of a 1,418 sq. ft. structure in the total amount of \$52,866.00 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of \$336.76 and estimated total fee waiver of \$729.00 based on capital investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

PREVIOUS COUNCIL ACTION

Approval of Resolution 2015-R-95 on October 19, 2015 creating the Neighborhood Empowerment Zone (NEZ) and outlined the potential incentives for projects located within the NEZ and the guidelines for approval process.

BACKGROUND

The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners, and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area. Oscar J. Montemayor is proposing a residential project located at 1616 Garfield St., being Lot 9 Block 888 Eastern Division. The residential project will consists of a new construction of a 1,418 sq. ft. structure. The estimated capital investment of the residential project is \$52,866.00. The project is located within the NEZ District III and meets the zoning requirements as established by the NEZ criteria. The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, and Sprinkler System Fees.

COMMITTEE RECOMMENDATION

n/a

STAFF RECOMMENDATION

Staff recommends that City Council approve this resolution.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Based on the above representations the estimated fee waivers by the City of Laredo will approximately total \$729.00 and estimated five (5) year total tax abatement is anticipated to be \$1,683.80

Attachments

Resolution

Abatement Agreement

RESOLUTION NO. 2016-R-55

Consideration to grant fee waivers and a tax abatement agreement between the City of Laredo and Oscar J. Montemayor for the residential property located at 1616 Garfield St., being Lot 9 Block 888 Eastern Division. The proposed residential property eligible for property tax abatement includes the new construction of a 1,418 sq. ft. structure in the total amount of \$52,866.00 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of \$336.76 and estimated total fee waiver of \$729.00 based on capital investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

WHEREAS, the City of Laredo has previously approved Resolution No. 2015-R-95, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

WHEREAS, Oscar J. Montemayor is proposing a residential project located at 1616 Garfield St. being Lot 9, Block 888 Eastern Division within the NEZ District III, that meets the required criteria;

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

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

The residential project located at 1616 Garfield St. is hereby approved for fee waivers, which will approximately total \$729.00 and tax abatement, which will approximately total \$336.76 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this ____ day of _____, 2016.

BY: _____

PETE SAENZ

MAYOR

ATTEST:

DOANH "ZONE" T. NGUYEN

ACTING CITY SECRETARY

APPROVED AS TO FORM:

BY: KRISTINA LAUREL HALE

FIRST ASSITANT CITY ATTORNEY

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

This Agreement is made and entered into by and between Oscar J. Montemayor duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the "City"), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative and City ("Effective Date").

RECITALS

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

WHEREAS, Oscar J. Montemayor is the owner of the land located within said reinvestment zone and described as 1616 Garfield St., being Lot 9, Block 888 Eastern Division ("Property") which exhibit is incorporated herein by reference for all purposes; and

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

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and Oscar J. Montemayor have this day entered into the following contract and agreement:

I. TERM. This agreement shall be for a period of five (5) years becoming effective on January 1st of the year following the year in which a Certificate of Occupancy is issued.

II. OWNER COVENANTS

A. Project

Oscar J. Montemayor shall cause to be a residential project at 1616 Garfield St., being Lot 9, Block 888 Eastern Division that consists of the new construction of a 1,418 sq. ft. structure with an estimated value of at least \$52,866.00 and Oscar J. Montemayor agrees to limit the use of the property described herein for said Residential District use as that term is defined in the Zoning Ordinance of the City of Laredo and in accordance with City of Laredo Resolution 2016-R-55.

B. Completion Date

Oscar J. Montemayor certifies that the residential project construction will be completed within one year from the issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond Oscar J. Montemayor reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse

weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in the obtaining of adequate financing.

C. Use of Property

Oscar J. Montemayor covenant that the project shall be constructed in a manner that is consistent with the general purposes of encouraging development or redevelopment of the Zone and shall be continuously used as Residential Property.

III. TAX ABATEMENT

Subject to and in accordance with this Agreement, the City hereby grant to Oscar J. Montemayor a real property tax abatement of City of Laredo imposed taxes on the Property for a period of five (5) years. The estimated amount of the Abatement granted under this Agreement shall be approximately \$1,683.80. The total certified Base Value for the year 2015 as determined by the Webb County Appraisal District is \$0.00.

IV. WAIVER OF PERMIT FEES

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately \$729.00

V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS

A. Inspection of Property

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

B. Certification

Oscar J. Montemayor shall certify annually to the City that it is in compliance with each applicable term of this Agreement. The City shall have the right to audit the property. Oscar J. Montemayor shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

VI. DEFAULT AND RECAPTURE

Oscar J. Montemayor shall be in default of this Agreement if Oscar J. Montemayor refuses, fails or neglects to substantially comply with the development of the property or discontinues the Residential use as required by the terms of this Agreement, or if any representation made by Oscar J. Montemayor is false or misleading in any material aspect. Termination of this Agreement may be effected if any such default is not cured within sixty (60) days after written notice by the City to Oscar J. Montemayor. If the City terminates this Agreement as a result of default by Oscar J. Montemayor the tax abatement shall be immediately abolished and the City shall have the right to recapture all waived permits and inspections fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to Oscar J. Montemayor and Oscar J. Montemayor hereby agree to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if City fails to timely pay the bill. Nothing in this Agreement shall preclude Oscar J. Montemayor from disputing the bill.

VII. TERMINATION AT WILL

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

VIII. VENUE AND JURISDICTION

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

IX. SEVERABILITY

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

X. BINDING EFFECT

This agreement shall insure to the benefit of and be binding upon the City and Oscar J. Montemayor and their affiliated, subsidiaries, successors and assigns.

Executed this the day of _____, 2016, by City of Laredo.

BY: _____

Jesus M. Olivares, City Manager

ATTEST:

Doanh "Zone" T. Nguyen
Acting City Secretary

APPROVED AS TO FORM:

Kristina Laurel Hale
First Assistant City Attorney

Executed this the day of _____, 2016, by Oscar J. Montemayor.

BY: _____

Name: _____

Title: _____

City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Doanh "Zone" T. Nguyen

SUBJECT

To amend Resolution No. 2015-R-93 which was an addendum to Phase One of the Economic Development Agreement between the City of Laredo and the El Portal Center, LLC ("EPC") an Illinois Limited Liability Company that extended the tax receipt term from ten to twelve years, to now allow for the use of sales tax receipts for construction purposes in addition to the stated contractual uses for marketing and post-completion improvements as previously approved and outlined in Attachment "A" hereto. This amendment does not provide for any additional funds nor increases to the contractual bottom line.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The addendum to the phase one agreement (Resolution No. 2015-R-93), increased the contractual sales tax receipt term from 10 to 12 years. The contract provides that such funds may be used only for marketing purposes and post-completion improvements. with the present amendment, only those funds generated by the additional two years to the original ten year term could also be used for construction purposes in addition to the stated uses of marketing and post-completion improvements.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Attachment A

Resolution

2015-R-93

ATTACHMENT A

OPTIONS FOR ADDED \$6.6M @ NPV - COUNTY PARTICIPATION @50%												
(1)							(2)					
	50%			City				50%			City	
	Projected	County	Amount	Projected	Participation	Amount	Projected	County	Amount	Projected	Participation	Amount
Year	County Rev	Participation	to County	City Rev	No Cap	to City	County Rev	Participation	to County	City Rev	Modified Cap	to City
1	670,388	335,194	335,194	1,340,775	1,340,775	0	670,388	335,194	335,194	1,340,775	1,300,000	40,775
2	687,147	343,574	343,574	1,374,294	1,374,294	0	687,147	343,574	343,574	1,374,294	1,350,000	24,294
3	704,326	352,163	352,163	1,408,652	1,408,652	0	704,326	352,163	352,163	1,408,652	1,400,000	8,652
4	721,934	360,967	360,967	1,443,868	1,443,868	0	721,934	360,967	360,967	1,443,868	1,400,000	43,868
5	739,983	369,991	369,991	1,479,965	1,479,965	0	739,983	369,991	369,991	1,479,965	1,400,000	79,965
6	758,482	379,241	379,241	1,516,964	1,516,964	0	758,482	379,241	379,241	1,516,964	1,500,000	16,964
7	777,444	388,722	388,722	1,554,888	1,554,888	0	777,444	388,722	388,722	1,554,888	1,500,000	54,888
8	796,880	398,440	398,440	1,593,760	1,593,760	0	796,880	398,440	398,440	1,593,760	1,500,000	93,760
9	816,802	408,401	408,401	1,633,604	1,633,604	0	816,802	408,401	408,401	1,633,604	1,600,000	33,604
10	837,222	418,611	418,611	1,674,444	1,674,444	0	837,222	418,611	418,611	1,674,444	1,600,000	74,444
11	858,153	429,076	429,076	1,716,305	1,716,305	0	858,153	429,076	429,076	1,716,305	1,700,000	16,305
12	879,607	439,803	439,803	1,759,213	1,759,213	0	879,607	439,803	439,803	1,759,213	1,700,000	400,813
Nominal		\$4,624,183	\$4,624,183		\$15,021,214	\$1,045,713		\$4,624,183	\$4,624,183		\$17,608,400	\$888,332
NPV @5% rate		\$3,366,895	\$3,366,895		\$12,885,287	\$582,292		\$3,366,895	\$3,366,895		\$12,885,280	\$582,299
					\$3,366,895						\$3,366,895	
					\$16,252,182						\$16,252,175	
Current rec					\$9,652,168						\$9,652,168	
Add'l amount					\$6,600,014						\$6,600,007	

Resolutions

City Council-Special

Meeting Date: 09/28/2015

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Rosario Cabello, Finance Director and Zone Nguyen

SUBJECT

2015-R-93 Authorizing the City Manager to amend and execute an addendum to phase one (1) of an Economic Development Agreement between the City of Laredo and the El Portal Center, L.L.C. ("EPC"), an Illinois Limited Liability Company. The amendment would be for the purpose of increasing the term of sales tax receipts from ten to twelve years and to change the terms of certain parking lots. The City will provide said economic incentive as part of its Economic Development Program in accordance with Article III, Section 52-A of the Texas Constitution and Chapter 380 of the Texas Local Government Code.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

On September 2, 2014 the City of Laredo and EPC entered into a 380 agreement for the purposes of economic development in the downtown area. EPC owns approximately seven (7) acres of property located at 1600 Water Street in the City. EPC proposes to redevelop the existing retail center located on the Property into a retail outlet shopping mall, and (ii) operate and maintain the redeveloped retail outlet shopping mall along with associated infrastructure.

EPC desires to construct the retail outlet shopping mall in two phases. EPC agrees to construct the first phase of the retail outlet shopping mall, expected to consist of approximately 358,000 square feet, of net leasable space to be occupied by approximately 80 retail tenants. EPC also expects to construct additional retail space, as a second phase to the retail outlet shopping mall, which is expected to contain approximately 100,000 additional square feet of leasable space to be occupied by approximately twenty five (25) retail tenants.

The project will generate approximately 1,000 jobs during construction. 1,200 new permanent employment positions in the City, and approximately 1,600 seasonal jobs once the Project is opened. EPC has requested that the City provide economic development grants to provide funding to offset development costs and thereby facilitate the achievement of City economic development goals. The City desires to enter into this

Agreement in order to maintain and/or enhance the business, commercial and/or industrial economic and employment base of the City to the long-term interest and benefit of the City and in accordance with Chapter 380 of the Texas Local Government Code ("Chapter 380).

The City desires to encourage business expansions within the City that will add to the property tax base and generate additional sales taxes and other revenues for the City.

The promotion of the expansion of businesses within the City will promote economic development, stimulate commercial activities, create additional jobs and generate additional sales taxes, and enhance the property tax base and economic vitality of the City; and,

The City is authorized by the Texas Constitution, Article III, §52-a, and Texas Local Government Code, Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City.

Due to the increased government infrastructure work and construction activity in and around Laredo, EPC has encountered an unexpected substantial increase in the costs – both labor and materials – for the construction of the retail shopping outlet mall; and,

Webb County has expressed interest in supporting the construction of the retail shopping outlet mall by way of entering into an Economic Development Performance and Grant Agreement with EPC to provide sales tax rebate; and

The City, as part of its economic development program is willing to increase the economic incentives to EPC in conjunction with Webb County to support the Project, as set forth in the attached Exhibit "A" and incorporated herein as if fully set forth at length; and

In return consideration, EPC has agreed to modify the allotment and terms for certain parking locations surrounding the retail shopping outlet mall to allow the properties to remain under the control of the City until such parking is necessitated.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That Council approve this resolution.

Attachments

Resolution

RESOLUTION NO. 2015-R-93

AUTHORIZING THE CITY MANAGER TO AMEND AND EXECUTE AN ADDENDUM TO PHASE ONE (1) OF AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND THE EL PORTAL CENTER, L.L.C. ("EPC"), AN ILLINOIS LIMITED LIABILITY COMPANY. THE AMENDMENT WOULD BE FOR THE PURPOSE OF INCREASING THE TERM OF SALES TAX RECEIPTS FROM TEN TO TWELVE YEARS AND TO CHANGE THE TERMS OF CERTAIN PARKING LOTS. THE CITY WILL PROVIDE SAID ECONOMIC INCENTIVE AS PART OF ITS ECONOMIC DEVELOPMENT PROGRAM IN ACCORDANCE WITH ARTICLE III, SECTION 52-A OF THE TEXAS CONSTITUTION AND CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, On September 2, 2014 the City of Laredo and EPC entered into a 380 agreement for the purposes of economic development in the downtown area; and,

WHEREAS, EPC owns approximately seven (7) acres of property located at 1600 Water Street in the City; and,

WHEREAS, EPC proposes to redevelop the existing retail center located on the Property into a retail outlet shopping mall, and (ii) operate and maintain the redeveloped retail outlet shopping mall along with associated infrastructure; and,

WHEREAS, EPC desires to construct the retail outlet shopping mall in two phases; and,

WHEREAS, EPC agrees to construct the first phase of the retail outlet shopping mall, expected to consist of approximately 358,000 square feet, of net leasable space to be occupied by approximately 80 retail tenants; and,

WHEREAS, EPC also expects to construct additional retail space, as a second phase to the retail outlet shopping mall, which is expected to contain approximately 100,000 additional square feet of leasable space to be occupied by approximately twenty five (25) retail tenants; and,

WHEREAS, the project will generate approximately 1,000 jobs during construction and 1,200 new permanent employment positions in the City, and approximately 1,600 seasonal jobs once the Project is opened; and,

WHEREAS, EPC has requested that the City provide economic development grants to provide funding to offset development costs and thereby facilitate the achievement of City economic development goals; and,

WHEREAS, the City desires to enter into this Agreement in order to maintain and/or enhance the business, commercial and/or industrial economic and employment base of the City to the long-term interest and benefit of the City and in accordance with Chapter 380 of the Texas Local Government Code ("Chapter 380"); and,

WHEREAS, the City desires to encourage business expansions within the City that will add to the property tax base and generate additional sales taxes and other revenues for the City; and,

WHEREAS, the promotion of the expansion of businesses within the City will promote economic development, stimulate commercial activities, create additional jobs and generate additional sales taxes, and enhance the property tax base and economic vitality of the City; and,

WHEREAS, the City is authorized by the Texas Constitution, Article III, §52-a, and Texas Local Government Code, Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and,

WHEREAS, due to the increased government infrastructure work and construction activity in and around Laredo, EPC has encountered an unexpected substantial increase in the costs – both labor and materials – for the construction of the retail shopping outlet mall; and,

WHEREAS, Webb County has expressed interest in supporting the construction of the retail shopping outlet mall by way of entering into an Economic Development Performance and Grant Agreement with EPC to provide sales tax rebate; and

WHEREAS, the City, as part of its economic development program is willing to increase the economic incentives to EPC in conjunction with Webb County to support the Project, as set forth in the attached Exhibit "A" and incorporated herein as if fully set forth at length; and

WHEREAS, in return consideration, EPC has agreed to modify the allotment and terms for certain parking locations surrounding the retail shopping outlet mall to allow the properties to remain under the control of the City until such parking is necessitated.

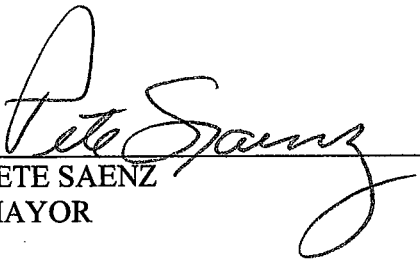
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:


Section 1. It hereby authorizes and approves the Addendum to the Economic Development Performance and Program Grant Agreement between the City of Laredo, Texas and El Portal Center L.L.C.

Section 2. It hereby authorizes the City Manager to execute all related documents.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
28th DAY OF SEPTEMBER, 2015.


ATTEST:


PETE SAENZ
MAYOR


GUSTAVO GUEVARA, JR.
CITY SECRETARY

ATTEST:

APPROVED AS TO FORM:


DOANH "ZONE" T. NGUYEN
ASST. CITY ATTORNEY



City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Blasita J. Lopez

Staff Source: Blasita J. Lopez

SUBJECT

Authorizing the City Manager to enter into a Memorandum of Understanding with Texas A&M International University for the funding of a documentary entitled Rio Grande Rhapsody. The agreed upon one-time funding amount is \$195,000.00 for the production of a (1) one-hour film that will air on KLRN and feature the culture and talent of resident and visiting musicians at TAMIU. Funding is available in the Laredo Convention and Visitors Bureau FY 2015-2016 budget.

PREVIOUS COUNCIL ACTION

The City Council previously approved an amendment to the Convention and Visitors Bureau FY 2015-2016 budget to appropriate an amount of \$195,000.00 for the use towards this documentary project as requested by TAMIU President Ray M. Keck.

BACKGROUND

On January 19, 2016, Council Member Balli presented TAMIU's request through the General Council Discussion; request approved with all in favor.

On February 1, 2016, the public hearing and introductory ordinance amending the LCVB budget to increase it by \$195,000.00 to fund the TAMIU and KLRN documentary film was presented.

On February 16, 2016, the final reading to amend the LCVB budget with the \$195,000.00 increase was approved by City Council.

COMMITTEE RECOMMENDATION

There is no committee recommendation at this time because the item originated from a City Council directive.

STAFF RECOMMENDATION

Staff recommends approval of the MOU.

Fiscal Impact

Fiscal Year: 2015-2016

Budgeted Y/N?: y

Source of Funds: CVB
Account #: 25053155536317
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The \$195,000.00 amount in the memorandum of understanding is available in the Laredo Convention and Visitors Bureau FY 2015-2016 budget.

Attachments

MOU LAREDO - TAMIU

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TEXAS A&M INTERNATIONAL UNIVERSITY
AND
THE CITY OF LAREDO, TEXAS**

This Memorandum of Understanding (hereinafter "Memorandum") is hereby entered into by and between Texas A&M International University, a member of The Texas A&M University System, an agency of the State of Texas ("TAMIU"), and the City of Laredo, Texas an incorporated municipality and political subdivision of the state of Texas ("City"). Jointly referred to as the "Parties".

WHEREAS the City of Laredo promotes a positive image of the community by advertising its bicultural, binational attractions, festivals, events, essence and people both domestically and internationally in a variety of media; and

WHEREAS the opportunity to add to this positive image by being associated with a highly professional documentary production that will promote the essence of this border community to a professional population with disposable income; and

WHEREAS TAMIU was approached by KLRN producers who were intrigued by the sounds of the Sharkey-Corrigan Organ and impressed with the diversity of the campus as it was captured by music. Juxtaposed with the customs and culture of the City, this diversity took on a special glow and inspired the idea of producing a musical documentary about Laredo; and

WHEREAS the City and TAMIU desire to mutually promote the City of Laredo, Texas in a positive manner and successfully complete production of the documentary *Rio Grande Rhapsody*.

NOW, THEREFORE, in consideration of the premises, mutual covenants, and agreements contained herein, the parties hereto hereby agree as follows:

I. ROLES & RESPONSIBILITIES OF EACH PARTNER

The City of Laredo

- a. The City will provide funding of \$195,000.00 to TAMIU for the Production of a (1) one-hour documentary.
- b. Shall work with TAMIU and KLRN to aid the actual live production aspects as needed providing administrative assistance and guidance for permits or other authorizing documents to TAMIU and KLRN.
- c. Shall authorize the city managers to negotiate, with TAMIU and KLRN regarding production costs and potential waivers of certain fees in an effort to keep production costs to a minimum.

Texas A&M International University

- a. Shall comply with all city ordinances and permitting processes, including but not limited to street closures and access to and use of the public right of way.
- b. Shall complete all city required paperwork prior to the commencement of filming.
- c. Shall provide a copy of the production schedule, detailing the dates the Production Company needs access to City property, including the public right of way and any street closures. Refer to Exhibit A
- d. Shall provide all traditional “thanks and credit” at the end of the film thanking the City for its assistance in this production. The specifics of this credit will be worked out between the parties during production.
- e. Shall commission an original music piece; scored for mariachi, symphonic orchestra and pipe organ.
- f. Shall at commencement of the project provide an anticipated budget and at the end of production provide a complete accounting of all funding sources and expenses incurred. Refer to Exhibit B
- g. Shall ensure that the program is aired on KLRN and or sister stations minimally twice.
- h. Shall provide to the Laredo Public Library five (5) archival copies of the production.
- i. Shall ensure that the 2016 and 2017 TAMIU Mariachi Festival Artists in Residence are lodged in a Laredo hotel and that all out of town participants are provided information regarding Laredo’s accommodations for festival participants and guests.

II. INDEMNIFICATION

To the extent authorized by law, in consideration of the performance by City and TAMIU; the parties, hereby agree to indemnify and hold harmless all agents, servants, and employees of the Parties from and against any and all claims and liabilities from any acts or omissions of, their agents, servants, or employees in the performance of this agreement

III. AMENDMENT

The Parties to this MOU understand that it may be necessary to amend and modify this MOU from time to time in order to address additional concerns or issues; however, no amendment, modification, or alteration of the terms of this agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

IV. TERM, RENEWAL, AND TERMINATION OF AGREEMENT

TERM: This MOU shall begin on March 31, 2016, and shall terminate on July 31, 2016, the time in between these dates shall be considered the term.

NO RENEWAL: Following the end of the initial term, this agreement may be renegotiated provided both parties agree.

TERMINATION: The Parties reserve and have the right to terminate this MOU upon ninety (90) days written notice to the other party.

NO PARTNERSHIP: This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party.

V. SEVERABILITY

If any clause or provision of this agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intent of the parties to this agreement that in lieu of each clause or provision of this agreement that is illegal, invalid, or unenforceable there be added as part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

VI. NON-DISCRIMINATION

Any discrimination by either party or their agents or employees on account of race, color, sex, age, religion, disability, or national origin in relation to the performance of any obligations or duties under this Agreement is prohibited.

VII. NOTICES

Any notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of the Agreement must be in writing and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. Texas A&M International University and City of Laredo may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

To: Texas A&M International University
Texas A&M International University
Attn: Office of the Vice President for Institutional Advancement
5201 University Boulevard
Laredo, Texas 78041-1900

To: City of Laredo
City of Laredo
Attn: City Manager
P.O. Box 579
Laredo, Texas 78040

VIII. TEXAS LAW TO APPLY

This agreement shall be constructed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Webb County, Texas.

In accordance with Texas Education Code Section 51.9335(h), any provision required by applicable Texas law to be included in the Agreement shall be deemed to be automatically incorporated into the Agreement by operation of law.

IX. FORCE MAJEURE

Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, either party is prevented from full performance of its obligations under this agreement, written notice shall be provided to the other party within three days.

X. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMIU and City to attempt to resolve any claim for breach of contract made by City that cannot be resolved in the ordinary course of business. City shall submit written notice of a claim of breach of contract under this Chapter to the Vice President of Finance & Administration of TAMIU, who shall examine City's claim and any counterclaim and negotiate with City in an effort to resolve the claim.

XI. CAPTIONS

The captions contained in this agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this agreement.

XII. AUTHORITY

The signers of this agreement hereby represent and warrant that they have authority to execute this agreement on behalf of each of their respective entities.

IN WITNESS THEREOF, the parties have duly approved this Memorandum of Understanding, executed in duplicate originals on this _____ day of _____.

CITY OF LAREDO

TEXAS A&M INTERNATIONAL UNIVERSITY

By: _____

Jesus Olivares

City Manager, City of Laredo

By: _____

Ray M. Keck, III Ph.D.

President, Texas A&M International University

City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Jesus Olivares, City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer; Nathan Bratton, Planning and Zoning Director

SUBJECT

Consideration for approval of amendment no. 8, an increase of \$112,263.00 to the professional services contract with Arcadis, Laredo, Texas, for the West Laredo Corridor – Calton Road Railroad Grade Separation for analysis required by TxDot, Union Pacific Railroad, and Crown Enterprises from whom the City is acquiring Right-of-Way. We received a letter of approval from TxDot dated March 30, 2016, to proceed with the amendment. Current engineering contract amount including this amendment no. 8 is \$2,011,074.14. Funding is available in the Capital Grants Fund.
(Approved by Operations Committee)

PREVIOUS COUNCIL ACTION

On August 18, 2014, City Council approved amendment no. 7 an increase of \$5,444.00 to the professional services contract with Arcadis, Laredo, Texas, for the West Laredo Corridor – Calton Road Railroad Grade Separation to prepare two right-of-way surveys on union pacific railroad track.

BACKGROUND

The West Laredo Multimodal Trade Corridor will facilitate the movement of commerce within the City and expedite the movement of loaded cargo to and from Mexico.

This amendment no. 8 is for analysis required by TxDot, Union Pacific Railroad, and Crown Enterprises from whom the City is acquiring Right-of-Way as follows:

- *UPRR diagnostic meeting
- *UPRR Coordination and Plan Revisions
- *Pre-Construction Public Meeting
- *Plan Revisions – Update for Current Property Acquisition Settlements
- *Auto-Turn Analysis for Existing Driveways
- *QA/QC Final Plans (Letting)
- *Revise Unit Rates for Construction Phase Services

Original contract amount (Approved by City Council on March 27, 2006)	\$1,279,218.00
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<p>Amendment No. 1 (Approved by City Council on November 2, 2009) For the design and preparation of the construction bid documents to include traffic study update, utility potholes and signed and sealed test hole data sheets and asbestos survey.</p>	\$51,500.00
<p>Amendment No. 2 (Approved by City Council on February 7, 2011) For addition of 2,035 calendar days and additional work on Phases I and II of the design scope due to additional railroad requirements and coordination of agreement with City and TxDot and for Phase III which includes construction phase services including review of submittals, review and approval of construction invoicing, construction site meetings and provide survey control points.</p>	\$364,346.14
<p>Amendment No. 3 (Approved by City Council on August 15, 2011) For further coordination with Union Pacific Railroad for two new driveways at Calton/Santa Maria intersection, design of a RR signal arm crossing, environmental update to include additional right-of-way, updating surveying map and description for acquisition at the Agustin Maldonado, Jr. property, design of the new driveways, perform traffic analysis, revision of storm sewer to allow access to driveways, and update temporary/permanent pavement markings.</p>	\$55,358.00
<p>Amendment No. 4 (Approved by City Council on November 28, 2011) To provide additional professional services for separation of the project into the additional phase for the relocation/replacement of existing water and sanitary sewer systems. The City has reviewed the proposal and the City is in agreement with the estimate and scope of work. TxDot has approved the amendment which measures are being taken in order to satisfy TxDot requirements to have the Right-of-Way cleared of obstructing utilities, prior to beginning construction.</p>	\$76,157.00
<p>Amendment No. 5 (Approved by City Council on March 18, 2013) For design revisions to the Calton/Santa Maria intersection as required by TxDot, due to a new State design requirements, revised December 2013.</p>	\$31,678.00
<p>Amendment no. 6 (Approved by City Council on May 5, 2014) For design revisions to the Calton/Santa Maria intersection as required by TxDot, due to a new State design requirements, revised December 2013.</p>	\$35,110.00

Amendment no. 7 (Approved by City Council on August 18, 2014) to prepare two right-of-way surveys on union pacific railroad track.	\$5,444.00
This amendment no. 8	\$112,263.00
Current contract amount	\$2,011,074.14

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year: 2016
Budgeted Y/N?: Yes
Source of Funds: Capital Grants Fund
Account #: 458-2662-525-4278
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the Capital Grants Fund–West Laredo Corridor Phase II.
 Account No. 458-2662-525-4278

Attachments

[Site Map](#)
[change order #8](#)



City Council Meeting
April 13, 2016

1110 HUNSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7498

AGENDA ITEM

Mr. Gabriel Martinez, PE
Assistant City Engineer
City of Laredo
1110 Houston St.
Laredo, Texas 78042

Arcadis U.S., Inc.
14025 Riveredge Drive
Suite 600
Tampa
Florida 33637
Tel 813 903 3100
Fax 813 903 9115
www.arcadis.com

Subject:
West Laredo Corridor-Calton Road Railroad Grade Separation

INFRASTRUCTURE

Dear Mr. Martinez:

Attached is our request for Amendment No. 8 to Arcadis' existing contract for the Calton Road Railroad Grade Separation Project. These supplemental services include additional meetings and revisions to the current plans as follows:

Date:
March 14, 2016

- UPRR Diagnostic Meeting
- UPRR Coordination and Plan Revisions
- Pre-Construction Public Meeting
- Plan Revisions – Update for current Property Acquisition Settlements
- Auto-turn analysis for existing driveways
- QA/QC Final Plans (Letting)
- Revise Unit Rates for Construction Phase Services

Contact:
Brian Whitaker

Phone:
423.596.9808

Email:
brian.whitaker@arcadis.com

We are also requesting a contract time extension for the project completion date of **December 31, 2018**. Presently, Arcadis' current contract is set to expire on February 28, 2017.

Our ref:
LTCOLCAL.TON1

See the attached Scope of Services for additional details. Please do not hesitate to contact Ricardo Ramos (AZ&B) or me if you have any questions.

Sincerely,
Arcadis U.S., Inc.



Brian Whitaker, PE
Senior Project Manager/Vice President

Copies:
Ricardo Ramos, PE, AZ&B

Enclosures

**Amendment No. 8
Scope of Services
Supplemental for Additional Services
Services to be Provided by Arcadis U.S., Inc. or Engineer**

Due to the requirements to update plans for UPRR and the recent Property Acquisition Settlements, including additional meetings and increases to the Unit Rates for Construction Phase Services, Arcadis is requesting a supplemental to the Contract. Outlined below is a summary of the additional services needed to complete this project:

Project Management (Function Code 160)

- A. Project Maintenance: Coordination of design plan changes, and miscellaneous coordination with UPRR, TXDOT and City.
- B. Attendance at UPRR Diagnostic Meeting.
- C. Attendance at Pre-Construction Public Meeting.

Roadway Design (Function Code 160)

- A. Update design plans per current UPRR requirements.
- B. Update design plans for current Property Acquisition Settlements.
- C. Auto-turn analysis for existing driveways: Crown property, Santa Maria Ave./Calton Rd. intersection and at turn around between railroad tracks for a WB-67 vehicle.
- D. QA/QC Final Plans (Letting)

Construction Phase Services

- I. Construction Phase Services (Utilities Dept.) (Function Code 160)**
 - A. Increase in the Unit Rates (since 2011) for Construction Phase Services.
- II. Construction Phase Services (Engineering Dept.) (Function Code 161)**
 - A. Increase in the Unit Rates (since 2011) for Construction Phase Services.

March 4, 2016

TXDOT Funct Code	Description of Work or Task	Project Manager	Project Engineer	Civil (EIT) Engineer	CADD Technician		Total Hours	Total Cost per Task
		\$ 179.25	\$ 167.61	\$ 97.38	\$ 67.71			
LABOR COSTS								
160	PROJECT MANAGEMENT							
	A. Project maintenance - coordination of design plans changes and miscellaneous coordination with UPRR, TXDOT and City	40	40		80		160	\$ 19,291.20
	B. Attendance at UPRR Diagnostic Meeting		16		32		48	\$ 4,848.48
	C. Attendance at Pre-Construction Public Meeting	16	16		40		72	\$ 8,258.16
	Total Project Management (FC 160)	56	72		152		280	\$ 32,397.84
160	ROADWAY DESIGN							
	A. Update design plans per current UPRR requirements	10	36	20	40		106	\$ 12,482.46
	B. Update design plans for current Property Acquisition Settlements	10	16	24	40		90	\$ 9,519.78
	C. Auto-turn analysis for existing driveways: Crown property, Santa Maria Ave./Calton Rd. intersection and at turn around between railroad tracks for a WB-67 vehicle.		40		40		80	\$ 9,412.80
	D. QA/QC Final Plan Submittal (Letting)	40	40	24	80		184	\$ 21,628.32
	Total Roadway Design (FC 160)	60	132	68	200		460	\$ 53,043.36

TXDOT Funct Code	Description of Work or Task	Project Manager	Project Engineer	Structural Engineer	CADD Technician	Clerical Admin.	Total Hours	Total Cost per Task
	<u>2011 Rates</u>	\$ 154.62	\$ 144.57	\$ 209.16	\$ 58.41	\$ 68.76		
	<u>2016 Rates</u>	\$ 179.25	\$ 167.61	\$ 242.46	\$ 67.71	\$ 79.71		
	<u>Rate Increase</u>	\$ 24.63	\$ 23.04	\$ 33.30	\$ 9.30	\$ 10.95		
LABOR COSTS								
	CONSTRUCTION PHASE SERVICES							
160	A. Construction Phase Services (Utilities Dept)							
	I. Increase in Unit Rates (since 2011) for Construction Phase Services (total hours from original Amendment No. 2 approved on February 7, 2011)	148	40		170	8	366	\$ 6,235.44
	Total Construction Phase Services Utilities Dept (FC 160)	148	40		170	8	366	\$ 6,235.44
161	A. Construction Phase Services (Engineering Dept)							
	I. Increase in Unit Rates (since 2011) for Construction Phase Services (total hours from original Amendment No. 2 approved on February 7, 2011)	268	168	208	324	16	984	\$ 20,586.36
	Total Construction Phase Services Engineering Dept (FC 161)	268	168	208	324	16	984	\$ 20,586.36

PROJECT TOTALS - Total Fee	\$ 112,263.00
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City Council-Regular**Meeting Date:** 04/18/2016**Initiated By:** Jesus Olivares, City Manager**Staff Source:** Rogelio Rivera, P.E., City Engineer; Arturo Garcia, Acting CD Director**SUBJECT**

Consideration for approval of the Canizales Boxing Gym Expansion as complete, approval of change order no. 1, a decrease of \$6,752.50 for the balance of quantities actually constructed in place, release of retainage and approval of final payment in the amount of \$63,837.38. Final construction contract amount is \$1,276,747.50. Funding is available in the 2009 C.O. Bond. **(Approved by Operations Committee)**

PREVIOUS COUNCIL ACTION

On April 7, 2014, City Council awarded a construction contract to the lowest bidder Davila Construction, Inc., San Antonio, Texas, in the amount of \$1,283,500.00 for the Canizales Boxing Gym Expansion with a construction contract time of two hundred fifty-seven (257) working days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents.

BACKGROUND

The project consisted of selective site demolition, a new parking lot and related site improvements. The new boxing facility included a training area for cardio, weight training, boxing area, offices and its related functions. The new boxing facility is approximately 4,630 square feet.

Plans and specifications were prepared by Frank Architects, Inc., Laredo, Texas.

This change order no. 1 is for the balance of quantities actually constructed in place.

Original construction contract amount	\$1,283,500.00
This change order no. 1	(\$6,752.50)
Final construction contract amount	\$1,276,747.50

The project was completed within the contract time allotted.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year: 2016
Budgeted Y/N?: Yes
Source of Funds: 2009 C.O. Bond
Account #: 464-7754-535-9605
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the 2009 C.O. Bond.
Account No. 464-7754-535-9605

Attachments

Site Map

AVE.

6	5
7	4
8	823
9	2
10	1

AVE.

1	2	3	4	A	A	A
				5	6	7
				C	B	
12	11	10	9	8	8	7
				A	B	

AVE.

1	2	3	4	5	6
	A	B			
12	11	10	9	8	7
				A	B

CORPUS CHRISTI

1	2	3	4	5	6
12	11	10	9	8	7

1	2	3	4
8	7	6	5

1	2	3	4	5	6
12	11	10	9	8	7
				A	B

LAREDO

1	2	3	4	5	6
12	11	10	9	8	7
				A	A
				B	B

1	2	3	4	5	6
12	11	10	9	8	7

SITE

1	2	3	4	5	6
12	11	10	9	8	7

GUADALUPE

1	2	3	4	5	6
12	11	10	9	8	7

6	5	4	3	2	1
7	6	5	4	3	2

1	2	3	4	5	6
12	11	10	9	8	7

CHIHUAHUA

1	2	3	4	5	6
12	11	10	9	8	7

1	2	3	4	5	6
12	11	10	9	8	7

12	11	10	9	8	7
1	2	3	4	5	6

SEYMOUR

MEADOW

MENDIOLA

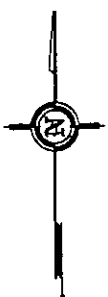
ROSARIO

CONSIDERATION FOR APPROVAL OF AWARD OF THE CANIZALES BOXING GYM EXPANSION AS COMPLETE, APPROVAL OF CHANGE ORDER No.1, RELEASE OF RETAINAGE AND APPROVAL OF FINAL PAYMENT

City Council Meeting
April 13, 2016

CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. P.O. BOX 578 PH. 791-7346 FAX (210) 791-7496

AGENDA ITEM



City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Cynthia Collazo, Deputy City Manager

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

SUBJECT

Authorizing the City Manager to submit a grant application in the estimated amount of \$400,000.00 to the Texas Department of State Health Services for the Texas Healthy Women's Grant and further authorizing the City Manager to execute any and all documents resulting from the award of this grant. This project will further support the primary care, women's health and chronic disease prevention clinic services. If awarded, it will allow the City of Laredo Health Department (CLHD) to provide care for an additional 350 women.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo Health Department (CLHD) is requesting City Manager approval to submit this grant application as well to execute any and all documents and contracts if awarded these funds from the Texas Department of State Health Services for the Texas Health Women's initiative. Potential funding is in the amount of \$400,000.00. If awarded, it will further support patient care services for women under the 200% of poverty for health care access, early detection and prevention. This will improve women's health through better access to primary care, women's health, cancer screening, chronic disease prevention, case management and health education. This will allow us to serve an additional 350 women.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve this motion.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None.

City Council-Regular

17.

Meeting Date: 04/18/2016

Initiated By: Robert Eads, Assistant City Manager

Agenda Category: Motions

Staff Source: Osbaldo Guzman

SUBJECT

Authorizing the City Manager to execute individual contracts with the following Little Leagues, Pony Leagues, Adult Leagues and Soccer Leagues.

N.W. Little League, Hillside Little League, National Little League, Rio Grande Little League, American Little League, Optimist Little League, Northside Little League, College Heights, Pony League, Babe Ruth Little League, Laredo Men's Baseball League, Adult Baseball League;

Foot Rap Lafayette League, Border Soccer League, Father McNaboe, Club Talento de Cristo, United Premier League, Laredo Soccer League.

PREVIOUS COUNCIL ACTION

NA

BACKGROUND

The City of Laredo Parks and Leisure Department together with the Internal Auditor and the Legal Department conducted a training for all baseball and soccer leagues. Training was held on February 4, 2016 at City Hall. At this training conducted by all three departments with all the league presidents, managers, coaches, they were advised of the changes that were coming into effect this coming year and their responsibilities to the City of Laredo. Each one of the representatives were given a copy of the Agreement that needed their signature.

COMMITTEE RECOMMENDATION

NA

STAFF RECOMMENDATION

For City Council to approve the Motion

City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Horacio De Leon, Assistant City Manager

Staff Source: Monica C. Flores, Human Resource Director, Miguel A. Pescador,
Purchasing Agent

SUBJECT

Consideration to reject all proposals received for FY16-016 RFP for providing telemedicine provider services for the City of Laredo. All vendors failed to submit the required documentation needed for evaluation of proposals. **(Approved by Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Proposals were requested for telemedicine provider services for the City of Laredo. Submittals were received from David H. Cruz MD., Nuphysicia, Teladoc, Oscar N. Lightner, and Blue Cross Blue Shield and all vendors failed to submit the required documentation needed for evaluation of proposals. Staff is recommending to reject all the proposals received and that new proposals be solicited. The proposal specifications will be modified.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these proposals be rejected and new proposals solicited.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Jesus Olivares, City Manager

Staff Source: Stephen R. Geiss, Solid Waste Services Department Director, Jack Dunn, Fleet General Manager, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award a contract to Rush Truck Center, Laredo, Texas in the amount \$ 149,316.20 for the purchase of one (1) truck/tractor with roll-off hoist for use by the Solid Waste Services Department utilizing the BuyBoard Cooperative Contract. This truck will be used for the landfill recycling program. Funding is available in the 2013 PPFCO Solid Waste Services Capital Outlay Fund. **(Approved by Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Authorized participation in the BuyBoard Cooperative Purchasing Program.

BACKGROUND

A recommendation is being presented to the City Council that a contract be awarded to Rush Truck Center for the purchase of one truck/tractor and roll-off hoist for the Solid Waste Services Department. Delivery is expected within 10 to 20 working days.

<u>Vendor</u>	<u>Item</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Rush Truck Center	2015 Peterbilt Model 348 Truck/Tractor (Cab and Chassis Only) with GH Manufacturing roll off hoist	1	\$ 143,816.20	\$ 143,816.20
BuyBoard Contract# 430-13	Extended 5 Year Warranty (engine and after treatment)	1	\$ 5,500.00	<u>\$ 5,500.00</u>
				Total\$ 149,316.20

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2016

Budgeted Y/N?: Yes

Source of Funds:

Account #: 55698685359004

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the 2013 PPCO Solid Waste Services Capital Outlay Fund.

Attachments

BuyBoard Contract 430 13

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor RUSH TRUCK CENTER	Date Prepared 4/6/2016
Contact for Vendor: COLTON KRUSE	Phone (830) 302-5219
End User: City of Laredo	
End User Contact: Jack Dunn	Phone/Fax (956) 727-5400
Product Description: Peterbilt 348 Roll Off	

A: Base Price in Bid/Proposal Number: 430-13			Series: 348 \$71,360.00		
B: Published Options(<i>Itemize Below</i>)					
	DESCRIPTION	AMOUNT		DESCRIPTION	AMOUNT
Peterbilt	Dana Spicer D46-170 46,000 lb.	\$ 10,529.00	RTC-0051	Rush Care Package	\$ 1,236.00
Peterbilt	Diff Lock Both Axles	\$ 2,099.00	RTC-0017	60K	\$ 33,063.00
Peterbilt	Peterbilt Air Trac Suspension 46,000 lbs.	\$ 4,347.00	RTC-0125	Refuse Body Prep Package	\$ 3,421.00
Peterbilt	Paccar PX-9 350@2000 GOV@2200	\$ 3,407.00	RTC-0051	Rush Care Package	\$ 1,236.00
Peterbilt	Allison 3000 RDS-P Transmission	\$ 9,681.00	RTC-1059	Lot Insurance	\$ 1,718.10
Peterbilt	Full Steel liner/20K Axle & Suspension	\$ 4,015.00	RTC-1060	Floor Plan Interest	\$ 1,694.10
Subtotal Column 1: \$ 34,078.00			Subtotal Column 2: \$ 42,368.20		
Published Options added to Base Price(<i>Subtotal of "Col 1" & "Col 2"</i>)					\$ 76,446.20

C: Subtotal of A + B					\$147,806.20
D: Non Published Options					
G&H Roll Off Body with Options		\$910.00			
Subtotal Column 1:		\$910.00	Subtotal Column 2:		\$ -

Unpublished Options added to Base price (<i>Subtotal "Col 1 + Col 2"</i>)	\$910.00
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E: Contract Price Adjustment (<i>If any, explain here</i>)		

F: Total of C + D +/- E	\$148,716.20
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G: Quantity ordered Units: <u>1.00</u> x F	\$ 148,716.20
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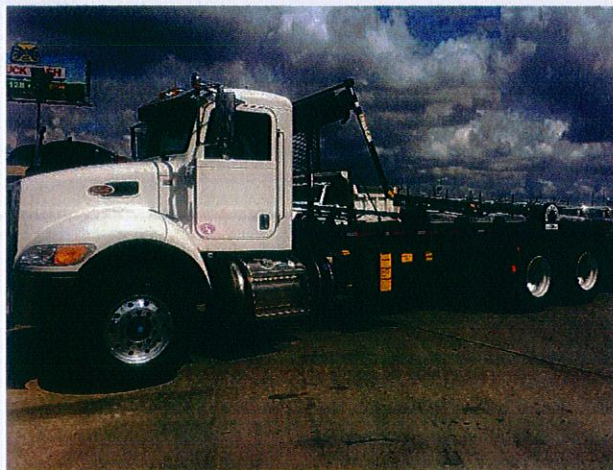
H: BUYBOARD Administrative Fee	%	\$ 400.00
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I: Non-Equipment Charges & Credits (<i>i.e.: Ext. Warranty, Trade-In, Delivery, etc.</i>)					
					\$ -

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$149,316.20
---	--------------



Peterbilt Model 348



CALL FOR PRICING

2015 Peterbilt 348
PACCAR PX-9
350HP / 1000TQ
Allison 3000 RDS-P 6 Speed
Stock # 381919

CONTACT INFO:

CINDY MARTINEZ, NEW TRUCK SALES REP
Call: 956-237-6229
Toll Free: 800-259-1738
Local: 956-764-1400
Fax: 956-717-1709

LOCATION:

Rush Truck Center - Laredo
10216 Union Pacific Blvd.
Laredo, TX 78045

HOURS:

Monday-Friday: 7:00 am-8:00 pm
Saturday: 8:00 am-5:00 pm

General

Unit Type New Medium Duty
Make Peterbilt
Model 348
Year 2015
Body Type Roll-Off
GVWR 66000
Stock Number 381919

Day Cab

Type Day Cab
BBC 108
Suspension Fixed
Interior Color Gray/Black

Exterior

Exterior Color WHITE
Liner Full frame rail steel

Engine

Engine MFG PACCAR
Engine Model PX-9
Horse Power 350hp
Torque 1000 lb-ft
Engine Brake C-Brake
Exhaust Single Vertical
Air Cleaner MFG Donaldson

Chassis

Wheel Base 256 inches

Tires and Wheels

Front Wheel Aluminum
Front Tire MFG Bridgestone

Front Tire Ply 20 Ply

Front Tire Size 22.5 inches

Rear Wheel Steel

Rear Tire MFG Bridgestone

Rear Tire Ply 16 Ply

Rear Tire Size 22.5 inches

Axle

Front Axle MFG Eaton-Dana-Spicer
Front Axle Model D2000F
Front Axle Power Steering True
Front Axle Suspension TaperLeaf
Front Axle Suspension Weight 20,000 lbs
Front Axle Weight 20,000 lbs
Rear Axle MFG Eaton-Dana-Spicer
Rear Axle Model D46-170
Rear Axle Ratio 5.25
Rear Axle Suspension Air Trac
Rear Axle Weight 46,000 lbs

Transmission

Manufacturer Allison
Model 3000 RDS-P
Speed 6 Speed
Torque 1100 lb-ft

Fuel Tanks

Tank #1 Type Aluminum
Tank #1 Capacity 70 gallons
Tank #1 Size 26 in.

Frame

Color Black
Rails 10 3/4 Steel

City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Hector F. Gonzalez, M.D., M.P.H., Health Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew service contract FY12-100 awarded to Quest Diagnostics, San Antonio, Texas, in an annual amount of \$330,000.00 for providing clinical laboratory testing services for the Health Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There will be no price increase during this extension period and services will be secured on an as needed basis. This is the last extension period for this contract. Funding is available in the Health Department Fund. **(Approved by Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 1/20/15.

BACKGROUND

Quest Diagnostics is currently contracted to provide laboratory clinical services not performed in-house or sent to specific State Laboratories. The City of Laredo Health Department will reimburse the health care provider for professional services rendered in an amount not to exceed the cumulative total of \$ 330,000.00 in a twelve month period. The company has agreed to maintain the same contract pricing as during the initial contract period. This is the last extension period for this contract. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2016

Budgeted Y/N?: Yes

Source of Funds:

Account #:

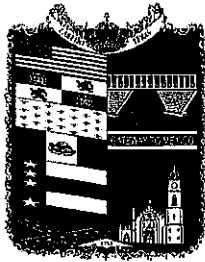
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

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

Attachments

Contract FY12-100



City of Laredo Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed proposals for providing laboratory clinical services, subject to the Terms and Conditions of this Invitation for proposals and other contract provisions, Laboratory is contracted to provide laboratory clinical services not performed in-house or sent to specific State Laboratories. Copies of the proposal specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M on September 25, 2012; and all proposals received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on September 26, 2012.

Proposals are to be submitted in a sealed envelope clearly marked:

**RFP: Laboratory Clinical Services-Health Department
FY12-100**

Bids are to be mailed:


City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:

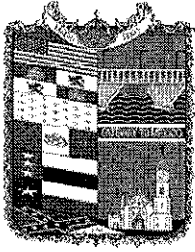
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, THIS 30th DAY OF AUGUST 2012.


Gustavo Guevara Jr.
City Secretary

**CITY OF LAREDO
PURCHASING DIVISION**



**CITY OF LAREDO
REQUEST FOR PROPOSALS
HEALTH DEPARTMENT LABORATORY
REFERENCE LABORATORY SERVICES**

Notice is hereby given that the City of Laredo is now accepting sealed proposals from qualified firms for providing laboratory clinical services subject to the terms and conditions of this Invitation for proposals and other contracted provisions. A reference laboratory is contracted to provide laboratory clinical services not performed in-house or sent to specific State Laboratories. These services would be provided for the Health Department Laboratory located at 2600 Cedar Ave., Laredo, Texas 78040.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until **5:00P.M on September 25, 2012; and all proposals received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on September 26, 2012.**

Proposals are to be submitted in a sealed envelope clearly marked:

**Proposal: Laboratory Clinical Services – Health Department
FY12-100**

Proposals are to be mailed:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals, and to waive any irregularities.

Please submit one original signature document and five copies

**CITY OF LAREDO
PURCHASING DIVISION**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS

GENERAL CONDITIONS

Vendors are required to submit their proposals upon the following expressed conditions:

- (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.
- (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the RFP conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF STATEMENT OF PROPOSALS

Submittals will be prepared in accordance with the following:

- (a) All information required by the proposal form shall be furnished. The vendor shall print or type the business name and manually sign the schedule.
- (b) Alternate proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum

2.0 DESCRIPTION OF SUPPLIES

Any catalog reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate test, test codes, and test description. Vendor is required to state exactly what they intend to furnish; otherwise the vendor shall be required to furnish the items as specified.

3.0 SUBMISSION OF STATEMENT OF PROPOSAL

- (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the proposal opening and the material or services.
- (b) Unless otherwise noted on the Notice to Vendors cover sheet, all proposals must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.
- (c) Telegraphic and facsimile proposals will not be considered.
- (d) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF SUBMITTALS

The City may reject a proposal if:

- (a) Vendor misstates or conceals any material fact in the RFP.
- (b) Proposal does not strictly conform to the law or the requirements of the RFP.
- (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If proposals are conditional. Vendor may qualify their submittal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE " basis proposal must include all items in the specifications.
- (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes
- (f) No proposal submitted herein shall be considered unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF STATEMENT OF PROPOSAL

Submittals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE SUBMITTALS OR MODIFICATIONS

Proposals and modifications received after the time set for the proposal opening will not be considered. Late proposals will be returned to the vendor unopened.

**CITY OF LAREDO
PURCHASING DIVISION**

7.0 AWARD OF CONTRACT

The contract will be awarded to the firm or individual that provides the best value for the city based on the evaluation factors listed in the request for RFP document, in accordance to the provisions of the State of Texas - Local Government Code.

8.0 Proof: The vendor shall bear the burden of proof of compliance with the City of Laredo specifications.

9.0 NON-COLLUSIVE AFFIDAVIT

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or proposal, that such proposal or proposal is genuine and not collusive or sham; that said Vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any vendor or person, to put in a sham proposal or to refrain from submitting a proposal, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or affiant or of any other vendor, or to fix any overhead, profit or cost element of said proposal price, or of that of any other vendor, 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 proposal are true.

**CITY OF LAREDO
PURCHASING DIVISION**

**REQUEST FOR PROPOSALS
REQUEST FOR PROPOSAL
FOR REFERENCE LABORATORY SERVICES**

10.0 Introduction

The City of Laredo (hereinafter "the City") is requesting proposals from clinical laboratory services vendors known as Reference Laboratories (hereinafter "vendor"). Those submitting a proposal in response to this Request for Proposal (RFP) must be received at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of contract, and shall be considered void and unacceptable.

11.0 General Conditions

11.1 It is understood the City of Laredo reserves the right to reject any or all proposals as it shall deem to be in the best interest of the City. Receipt of any proposal shall under no circumstances obligate the City of Laredo to accept the lowest dollar proposal. The award of this contract shall be made to the responsible vendor whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals.

11.2 Proposals shall include this RFP and all additional documents submitted. Each proposal shall be placed in a separate sealed envelope, with each page manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside.

11.3 Any questions or comments regarding this request for proposal must be submitted in writing no later than August 15, 2012 to:

Julia V. Perales
Laboratory Manager
2600 Cedar Ave.
Laredo, Texas 78040
Email: jperales@ci.laredo.tx.us

The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

11.4 The City reserves the following rights: to waive informalities in any proposal; to reject any or all proposals or portions of proposals; to accept any proposal, proposals, or portions of proposals deemed to be in the best interest of the City; and to negotiate or refuse to negotiate with any Vendor. All submittals become the property of the City of Laredo.

Negotiations may be conducted with responsible offeror(s) who submit proposals that are reasonably susceptible of being selected. All firm(s) reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the Selection Committee. Following any presentation and/or interviews, firms will be ranked in order of preference and contract negotiations will begin with the top ranked firm. Should negotiations with the highest ranked firm fail to yield a contract, or if the firm is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked firm, etc. However, the City may in its sole discretion, award a contract without interviews, based solely on information supplied in the proposal responses.

**CITY OF LAREDO
PURCHASING DIVISION**

- 11.5 Funding: Funds for payment have been provided through the City of Laredo budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the City's fiscal year shall be subject to budget approval.
- 11.6 Late Proposals: Proposals received in the City after submission deadline will be considered void and unacceptable. City is not responsible for lateness or non-delivery of mail, carrier, etc... and the date and time stamp in the Purchasing Agent's Office shall be the official time of receipt.
- 11.7 Altering Proposals: Any interlineations, alteration, or erasure made before opening time must be initiated by the signer of the proposal, guaranteeing authenticity.
- 11.8 Withdrawal of Proposal: A proposal may not be withdrawn or cancelled by the officer without the permission of the City for a period of thirty (30) days following the date designated for the receipt of proposals, and vendor so agrees upon submittal of their proposal.
- 11.9 Proposals will be received and publicly acknowledged at the location, date and time stated above. Vendors, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.
- However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by vendor as such.
- 11.10 Contract: This proposal, accompanying documents, and any negotiated terms, when properly accepted by the City of Laredo, shall continue a contract equally binding between the successful vendor and the City. No different or additional terms will be a part of this contract with the exception of Change Orders.
- 11.11 Change Orders: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Laredo.
- 11.12 A price redetermination may be considered by the City of Laredo only at the time of the contract anniversary date and shall be substantiated in writing. The City of Laredo reserves the right to accept or reject any and all of the price redetermination as it deems to be in the best interest of the City.
- 11.13 Conflict of Interest: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
- 11.14 Ethics: The vendor shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Laredo.
- 11.15 Exceptions / Substitutions: All proposals meeting the intent of this request for proposal will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the vendor has not taken exceptions and the vendor shall be responsible for performing in strict accordance with the specifications of the RFP. The City of Laredo reserves the right to accept any and all or none of the exception(s) / substitution(s) deemed to be in the best interest of the City.

**CITY OF LAREDO
PURCHASING DIVISION**

- 11.16 Addendum: Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addendum shall be vested in the City of Laredo. Addendums will be mailed to all who are known to have received a copy of this RFP.
- 11.17 Proposals must comply with all federal, state, county, and local laws concerning these services.
- 11.18 Design, strength, quality of services must conform to the highest standards and practices.
- 11.19 The City of Laredo may request representation and other information sufficient to determine vendor's ability to meet these requirements and the minimum standards listed above.
- 11.20 References: The City of Laredo requests vendor to supply, with this RFP, a list of references where like services have been provided. Include name of firm, address, telephone number, and name of contact person.
- 11.21 The successful vendor shall defend, indemnify and save harmless the City of Laredo and all its vendors, agents, and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment with costs which may be obtained against the City growing out of such injury or damages.
- 11.22 Patents / Copyrights: The successful vendor agrees to protect the City of Laredo from claims involving infringements of patents and / or copyrights.
- 11.23 Contract Administrator: Under this contract, the City of Laredo may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the City and successful vendor.
- 11.24 Purchase Order: A purchase order(s) shall be generated by the City of Laredo to the successful vendor. The purchase order number must appear on all itemized invoices. The City will not be held responsible for any orders placed / delivered without a valid current purchase order number.
- 11.25 Invoices: Due to the sensitivity of the patient information supplied in the invoice, the invoice will be reviewed by the laboratory manager or appointee before it is sent to Accounts Payable. Therefore, invoices will be mailed to City of Laredo Health Department, 2600 Cedar Ave, Laredo, TX 78040.
- 11.26 Payment will be made upon receipt and acceptance by the City of all completed services and an invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA.
- 11.27 Venue: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the City of Laredo.
- 11.28 Assignment: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the City.
- 11.29 Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**CITY OF LAREDO
PURCHASING DIVISION**

11.30 Reimbursements

There is no express or implied obligation for the City of Laredo to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposal. The City of Laredo will not reimburse responding firms for these expenses, nor will City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

12.0 Contract Term

12.1 The vendor will provide for two year contract commencing on the date of award and continuing for a twenty four-month period. The City of Laredo reserves the right to extend this contract for two (2) additional one-year periods as it deems to be in the best interest of the City.

12.2 Termination of Contract: This contract shall remain in effect until the contract expires, completion and acceptance of services performed, or until terminated by either party with thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. The City reserves the right to award cancelled contract to the next best vendor as it deems to be in the best interest of the City.

12.3 Termination for Default: The City of Laredo reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful vendor fails to:

- Meet delivery or completion of scheduled services
- Otherwise perform in accordance with the accepted proposal

12.4 Breach of contract or default authorizes the City to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

12.5 Notice: Any notice provided by this proposal to be given to the successful vendor by the City of Laredo shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail by registered or certified mail with sufficient postage affixed hereto, addressed to the successful vendor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

12.6 Disqualifications of Proponents: Although not intended to be an exhaustive list of causes for disqualifications, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a proponent and the rejection of a proposal:

- Evidence of collusion among contractors
- Lobbying of City Council Members, Mayor, or Staff
- Lack of competency as availed by either financial statements, experience in related field or equipment statements as submitted, or other factors
- Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted

13.0 Award of Contract

13.1 The contract will be awarded to the most qualified proposal based on the evaluation factors listed in the request for proposal document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. A selection committee will review all completed proposals.

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- 13.2 In determining the *best value* for the City of Laredo the following factors shall be considered by the selection committee, in accordance with the corresponding weights, in evaluating the proposals:

The following factors shall be considered by the selection committee, in accordance with the corresponding weights, in evaluating the proposals:

Section	Criteria	Weighted %
I	The reputation of the bidder; overview of company, business strategy.	30%
II	An evaluation of the pricing to the City of Laredo as set forth in Addendum A.	25%
III	The extent to which the vendor's services meet the City's needs.	25%
IV	References	15%
V	The bidder's past relationship with the City of Laredo /other governmental Agencies.	5%

Rating of Definitions for 10 point Method

Points	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
1	Very Poor to Unsatisfactory	
2	Very Poor	Meets elements of some criteria minimally.
3	Poor to Very Poor	
4	Poor	Meets some criteria at minimum acceptable level.
5	Average to Poor	
6	Average	Adequately meets most criteria.
7	Good to Average	
8	Good	Exceeds minimum criteria.
9	Very Good	Provides benefits to the entity in addition to all required criteria.
10	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

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Evaluation Form (Example)

Section	Criteria	0-10 Points	Weighted %	Points x Weight
I	An overview of the company, business reputation, business strategy.	2	30%	0.6
II	An evaluation of the pricing to the City of Laredo.	6	25%	1.5
III	The extent to which the vendors services meet the City's needs.	10	25%	2.5
IV	References	8	15%	1.2
V	The bidder's past relationship with the City of Laredo /other governmental agencies.	8	5%	0.4
Total Raw Point				6.2
Total Raw Point x 10 (True Evaluation Points) Evaluation Score				62

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14.0 Proposal Structure

A detailed proposal shall be submitted to the City of Laredo describing your firm's qualifications to provide billing for services for fire and rescue efforts.

Required Submittals

The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses.

14.1 Tab A - Required Signature Forms

Vendor Information Sheet (Page 22)

Conflict of Interest Questionnaire (Page 23/24)

14.2 Tab B - Overview of Company Experience *Weighted Evaluation Percentage 30%*

It is City of Laredo's desire to establish a strong, lasting relationship with a firm to provide these services. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, financial viability and structure.

- 13.1.1 Provide an overview of your company.
- 13.1.2 Describe your company's business specific qualifications for providing the services requested by the City. The vendor's ability to provide the required services, based on experience and service capabilities fire call billing. Qualifications of key personnel should include a short biography and the assurance that key personnel will not be reassigned without the prior written approval of the City.
- 13.1.3 Describe any significant strategic changes your company has undertaken in recent years, such as businesses acquired or divested, reorganizations or major initiatives undertaken that would benefit our relationship.
- 13.1.4 Has your company been disqualified or debarred from participating in any RFP's/Proposals in the last 5 years? If yes, please provide details.
- 13.1.5 Provide a letter from your legal counsel setting forth any litigation within the last ten (10) years that proposer is, or has been involved in, that relates to this type of operation.
- 13.1.6 Submit the applicable corporation, partnership, or joint venture statement.

14.3 TAB C Service Cost Proposal -*Weighted Evaluation Percentage 25%*

Provide a detail cost proposal for providing the services requested. (List of tests and their volumes are provided in Addendum A). The proposal shall include all software and hardware costs. List any upfront and reoccurring costs that the City of Laredo would be responsible for during the two year initial contract term.

14.4 TAB D – Extent to Which the Vendors Services Meet the City's Needs – *Weighted Evaluation Percentage 25%*

Describe in detail the services that your company can provide to the City of Laredo Health Department Laboratory for reference laboratory services. List the advantages that your company provides to the Health Department Laboratory to meet the goals of this contract.

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Goals

- Order tests and receive results of tests **not** performed in the City of Laredo Health Department or the Department of Health State Laboratory with minimal turn-around time.
- Order tests electronically with minimal complexity.
- Provide reporting of critical values to laboratory manager or designee.
- Serve as a back-up for lab tests when unable to perform in the Health Department Laboratory.
- Develop a working relationship with a creditable service provider.
- Project Understanding: Demonstration of the vendor's understanding of the scope and objective of the project. Vendor shall also provide a project timeline, which includes a schedule.
- Maintenance: Ease of City laboratory employees communicating, receiving, and maintaining records. Vendor shall provide a plan for training of health laboratory staff and provide sample user documentation.

14.5 TAB E – References *Weighted Evaluation Percentage 25%*

Provide at least three (3) operational and/or customer references that have knowledge of your experience. The City will require a contact name, phone number and email address.

List the number of current clinical laboratory services contracts being serviced by your company.

The City of Laredo may use sources of information not supplied by the vendor concerning the abilities to perform this work. Such sources may include, for example: current or past customers of the organization.

**14.6 TAB F - The bidder's past relationship with the City of Laredo /other governmental agencies–
*Weighted Evaluation Percentage 5%***

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**Reference Laboratory Services
City of Laredo**

15.0 Objective

The City of Laredo is seeking a reference laboratory to provide laboratory clinical services which are not provided in the City of Laredo Health Department Laboratory.

Minimum standards for responsible prospective vendors:

- A prospective vendor must affirmatively demonstrate vendor's responsibility.
- A prospective vendor must meet the following requirements:
 - Have adequate financial resources, or the ability to obtain such resources as required;
 - Be able to comply with the required or proposed schedule;
 - Have satisfactory record of performance in the related field;
 - Have satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.

15.1 Background

The Health Department Laboratory services several Health Department clinics such as Buena Vida, La Familia, Maternity, Family Planning, Cancer Screening known as CPRIT, the HIV/STD Clinic, and the TB Clinic.

15.2 Goals

- Order tests and receive results of tests **not** performed in the City of Laredo Health Department or the Department of Health State Laboratory with minimal turn-around time.
- Order tests electronically with minimal complexity.
- Provide reporting of critical values to laboratory manager or designee.
- Serve as a back-up for lab tests when unable to perform in the Health Department Laboratory.

15.3 Vendor Requirements:

- 15.3.1. Vendor must provide a courier/transport service
- 15.3.2 Vendor must have a website that supports secure result reviewing over the Internet. Vendor must have a secure website that supports both order entry and result review and printing . Vendor will provide on-line electronic file lookup and be able to accept information from the City via email, fax, or from an electronic format.
- 15.3.3 Vendor must provide specimen collection supplies for the specimens sent to vendor. These supplies will include drawing needles, vacuated tube holders, vacuated tubes, ordering labels, specimen containers, pap smear collection, culture collection containers and swabs, and other specific supplies needed for specialty tests.
- 15.3.4. Vendor will provide the required software upgrades and or hardware for program implementation free of charge.
- 15.3.5 Vendor must provide a current and updated directory of services.
- 15.3.6 Vendor will provide a sample contract and an explanation of its pricing structure for the City to review (reference City Ordinance requirements). Test list and volumes are provided in Addendum A in this RFP.
- 15.3.7 Vendor will provide copies of all current laboratory licenses, certifications, or accreditations pertaining to clinical testing.

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APPENDIX A									
TOTAL TEST VOLUMES FOR CHLD BY TEST									
UNIT CODE	UNIT CODE NAME	45280 TOTAL S	45278 TOTAL S	45275 TOTAL S	45274 TOTAL S	45272 TOTAL S	55895 TOTAL S	45276 TOTAL S	GRD. TTL/ TEST
7600	LIPID PANEL	3284	4787	2	162	8		1037	9280
10231	COMPREHENSIVE METABOLIC PA	2969	4565		130	127		193	7984
496	HEMOGLOBIN A1c	2102	4787	6	33	17		623	7568
905	URIC ACID	879	4566		3	2		4	5454
457	FERRITIN	827	4566		4	2		18	5417
482	GGT	758	4566		4	1		2	5331
5363	PSA, TOTAL	484	1771		3	2		53	2313
899	TSH	1734		1	23	6		359	2123
6399	CBC (INCLUDES DIFF/PLT)	930		410	328	66		123	1857
10256	HEPATIC FUNCTION PANEL	769		4	95	26		835	1729
10165	BASIC METABOLIC PANEL	533		6	66	2		833	1440
3526	CONVENTIONAL PAP 1 SLIDE	26	1062	20			220	74	1402
40058	PAP,MANUAL SCREEN	26	874	20			204	74	1198
867	T4 (THYROXINE), TOTAL	717			7	1		116	841
823	ALT	22				663			685
822	AST	21				663			684
861	T3 UPTAKE	545			1	1		72	619
19728	HIV AB, HIV 1/2, EIA, WITH	317		3		253		1	574
40085	HIV 1 RNA, QUANTITATIVE RE	7			355				362
17306	VITAMIN D, 25-HYDROXY, LC/	269			2	1		33	305
483	GLUCOSE	57	220						277
6517	MICROALBUMIN, RANDOM URINE	216						54	270
866	T4, FREE	149		1	6			109	265
799	RPR (MONITOR) W/REFL TITER	229			9				238
498	HEPATITIS B SURFACE ANTIGE	236							236
802	RUBELLA IMMUNE STATUS	222							222
10306	HEPATITIS PANEL, ACUTE W/R	66	1	1	124	8		9	209
4005	PAP,MANUAL SCREEN		188						188
7197	LYMPHOCYTE SUBSET PANEL 1				186				186
8360	LYMPHOCYTE SUBSET PANEL 5	2			169				171
8847	PROTHROMBIN TIME-INR	154		1				10	165
209	SED RATE BY MODIFIED WESTE	161							161
8477	GLUCOSE, GESTATIONAL SCREE	6		152					158

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4420	C-REACTIVE PROTEIN	124			3	4		5	136
763	PARTIAL THROMBOPLASTIN TIM	126		1				7	134
7292	TRIPLE SCREEN	1		131					132
6919	CHLAM/N.GONO PROBE W/REFLX			125					125
927	VITAMIN B12	116				2		6	124
374	CREATINE KINASE, TOTAL	120				1		2	123
5617	STREPTOCOCCUS, GROUP B CUL			117					117
395	CULTURE, URINE, ROUTINE	44		41	26			5	116
561	INSULIN	110			4			2	116
4418	RHEUMATOID FACTOR	98				2		7	107
7573	IRON AND TOTAL IRON BINDIN	82				1		12	95
249	ANA IFA SCREEN W/REFL TO T	68		1		3		14	86
622	MAGNESIUM	83				2			85
7788	ABO GROUP AND RH TYPE	83		2					85
681	OVA AND PARASITES, STOOL C	58			11	6		6	81
470	FSH	72						7	79
8779	PATH REVIEW		66				11	1	78
10314	RENAL FUNCTION PANEL	76						2	78
11363	SURESWAB(R) CHLAMYDIA/ N.	1		73				1	75
746	PROLACTIN	68							68
6641	SUSCEPTIBILITY, AEROBIC BA	13		48	4			2	67
34838	HELICOBACTER PYLORI AG, EI	16			12			36	64
5509	AMMONIA (P)	9			54				63
20325	HELICOBACTER PYLORI ANTIBO	59						3	62
392	AEROBIC BACTERIUM ID AND S	13		42	4			2	61
466	FOLATE, SERUM	52						5	57
615	LH	50			1			5	56
17134	SPECIMEN ID NOTIFICATION M		32	1			19		52
8396	HCG, TOTAL, QN	33		17		1			51
571	IRON, TOTAL	38						4	42
793	RETICULOCYTE COUNT	28				1		9	38
243	AMYLASE	32						5	37
859	T3, TOTAL	11						25	36
36170	TESTOSTERONE, FREE AND TOT	34			2				36
4847	PREALBUMIN	5		1	28				34
6745	GLUCOSE TOLERANCE TEST, GE			33					33
745	PROGESTERONE	31							31
4021	ESTRADIOL	31							31
8837	PTH, INTACT AND CALCIUM	29						2	31
809	SED RATE BY MODIFIED WESTE				5	18		7	30
23475	GLUCOSE TOLERANCE TEST, 3	15		3				11	29
7065	VITAMIN B12/FOLATE, SERUM	27							27

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10124	CARDIO CRP(R)	26						1	27
21799	ADVANCE BENEFICIARY NOTICE							27	27
10469	HIV 1 GENOTYPE WITH REFLEX				26				26
10108	CULTURE, STOOL, SAL/SHIG/C	11			11			3	25
36209	ANTINUCLEAR ANTIBODIES T	21						3	24
945	ZINC	23							23
329	CARBAMAZEPINE, TOTAL	6				16			22
484	GLUCOSE, PLASMA	20						2	22
606	LIPASE	20						2	22
921	VITAMIN A	22							22
31851	SPECIMEN RECEIVED NOT CENT	6	11		1	4			22
237	ALPHA FETOPROTEIN, TUMOR M	20			1				21
931	VITAMIN E (TOCOPHEROL)	21							21
978	CEA	21							21
929	VITAMIN C	20							20
37212	CLOSTRIDIUM DIFFICILE TOXI	9			5	6			20
718	PHOSPHATE (AS PHOSPHORUS)	17				2			19
593	LD	13			2	3			18
36127	TSH W/REFLEX TO FT4	1		1	1			15	18
8472	HEPATITIS C ANTIBODY	11			3	1		1	16
34429	T3, FREE	15							15
37386	B TYPE NATRIURETIC PEPTIDE	13							13
461	FIBRINOGEN ACTIVITY, CLAUS	12							12
542	IMMUNOGLOBULIN E	11				1			12
833	PATHOLOGIST REVIEW OF PERI	12							12
7943	CREATININE CLEARANCE	8			1			3	12
35645	HCV RNA, QUANTITATIVE REAL	9			3				12
265	ANTI-STREPTOLYSIN O	11							11
757	PROTEIN, TOTAL W/CREAT, 24	10			1				11
873	TESTOSTERONE, TOTAL, MALES	7			2			2	11
922	VITAMIN B1, PLASMA	11							11
922	VITAMIN B1, PLASMA	11							11
1715	PROTEIN, TOTAL W/CREAT, RA	11							11
795	ANTIBODY SCREEN, RBC W/REF	8		2					10
5463	URINALYSIS, COMPLETE	5			4			1	10
31348	PSA (FREE AND TOTAL)	10							10
37213	CRYPTOSPORIDIUM AG, DFA				10				10
255	DNA (DS) ANTIBODY	8		1					9
367	CORTISOL, TOTAL	8						1	9
439	ESTROGEN, TOTAL, SERUM	9							9
906	COCCIDIOIDES ANTIBODY, CF	3				6			9
6447	HSV 1/2 IGG, HERPESELECT T	8		1					9

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11173	CYCLIC CITRULLINATED PEPTI	7				2			9
1001	SBRASST INTERPRETATION	8							8
3930	FECAL LEUKOCYTE STAIN	8							8
8435	HCG, TOTAL, QL	5			1	1		1	8
20210	OBSTETRIC PANEL	4		4					8
418	DIGOXIN	7							7
747	PROTEIN, TOTAL AND PROTEIN	4			1	2			7
4439	VARICELLA ZOSTER VIRUS AB	7							7
5081	THYROID PEROXIDASE ANTIBOD	7							7
29256	CA 125	7							7
37960	FUNGAL CULTURE, MISCELLANE					7			7
302	CALCIUM, TOTAL ATOMIC ABSO	6							6
599	LEAD, BLOOD	6							6
916	VALPROIC ACID	3				2		1	6
2302	BERMUDA GRASS (G2) IGE	6							6
2506	MOUNTAIN CEDAR (T6) IGE	6							6
4556	CULTURE, SPUTUM/LOWER RESP	3				3			6
7079	LUPUS ANTICOAGULANT EVALUA	5						1	6
7832	SJOGREN'S ANTIBODIES (SS-A	4						2	6
36555	PLASMINOGEN ACTIVATOR INHI	6							6
36742	ESTROGENS, FRACTIONATED, L	6							6
375	CREATININE	5							5
402	DHEA SULFATE	5							5
2414	ROUGH PIGWEED (W14) IGE	5							5
2520	MESQUITE TREE (T20) IGE	5							5
2706	ALTERNARIA ALTERNATA (M6)	5							5
2722	DERMATOPHAGOIDES FARINAE (5							5
4212	CORTISOL, A.M.	5							5
15983	TESTOSTERONE, TOTAL, LC/MS	5							5
17305	CHLAMYDIA/N. GONORRHOE AE D			5					5
19833	GLUCOSE, GESTATIONAL SCREEN			5					5
372	C-PEPTIDE	3						1	4
449	NONESTERIFIED FATTY ACIDS	4							4
706	ROTAVIRUS ANTIGEN DETECTIO	4							4
2305	PERENNIAL RYE GRASS (G5) I	4							4
2411	RUSSIAN THISTLE (W11) IGE	4							4
2515	WHITE ASH (T15) IGE	4							4
2703	ASPERGILLUS FUMIGATUS (M3)	4							4
4550	CULTURE, AEROBIC BACTERIA			4					4
5704	COMPLEMENT COMP C3 + C4	4							4
5819	CA 15-3	4							4
15043	ACTIN (SMOOTH MUSCLE) ANTI	4							4

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17180	17 HYDROXYPROGESTERONE, LC	4						4
34392	ELECTROLYTE PANEL	2	1				1	4
70115	ADD ON COMPREHENSIVE METAB	2	2					4
211	ACTH, PLASMA	3						3
267	THYROGLOBULIN ANTIBODIES	3						3
294	UREA NITROGEN (BUN)	3						3
361	DIRECT ANTIGLOBULIN TEST (3						3
389	CULTURE, BLOOD				3			3
394	CULTURE, THROAT	2			1			3
500	GLUCOSE-6-PHOSPHATE DEHYD	3						3
510	HEMOGLOBIN	1					2	3
512	HEPATITIS A IGM	3						3
577	ANTIMICROBIAL SERUM LEVEL					3		3
613	LITHIUM	3						3
654	HETEROPHILE, MONO SCREEN	2	1					3
713	PHENYTOIN	3						3
2401	COMMON RAGWEED (SHORT) (W1	3						3
2501	MAPLE (BOX ELDER) (T1) IGE	3						3
2736	COCKROACH (I6) IGE	3						3
4554	CULTURE, MYCOBACTERIA W/FL	1			2			3
8475	HEPATITIS B SURFACE ANTIBO	3						3
8476	GLUCOSE, POSTPRANDIAL/ 1 H	1		2				3
8593	LYME DISEASE ANTIBODIES (I	3						3
8636	TOXOPLASMA AB (IGG,IGM)				3			3
8659	D-DIMER, QUANTITATIVE	1					2	3
21130	MYCOPLASMA PNEUMONIAE ANTI				3			3
30304	ANTIMICROBIAL SERUM LEVEL					3		3
31532	HPV DNA (HIGH RISK)						3	3
36126	RPR (DX) W/REFL TITER AND	2			1			3
36564	MUMPS ANTIBODY PANEL (IGG	3						3
37347	CHLAMYDIA TRACHOMATIS			3				3
37348	NEISSERIA GONORRHOEAE			3				3
259	MITOCHONDRIAL ANTIBODY W/R	2						2
285	BILIRUBIN, DIRECT	2						2
296	BUN/CREATININE RATIO	2						2
303	CALCIUM	2						2
351	COMPLEMENT COMPONENT C3C	2						2
353	COMPLEMENT COMPONENT C4C	2						2
499	HEPATITIS B SURFACE ANTIBO				1		1	2
501	HEPATITIS B CORE AB TOTAL	1					1	2
524	GLUCOSE TOLERANCE TEST,GE			2				2
528	HLA-B27 ANTIGEN	2						2

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556	HEPATITIS BE ANTIBODY	2						2
618	COMPLEMENT, TOTAL (CH50)	2						2
636	MERCURY, BLOOD	2						2
733	POTASSIUM	2						2
754	PROTEIN, TOTAL	2						2
908	COCCIDIOIDES ANTIBODY, ID				2			2
967	T3, REVERSE	1					1	2
1759	CBC (H/H, RBC, INDICES, WB	1			1			2
2402	WESTERN RAGWEED (W2) IGE	2						2
2507	OAK (T7) IGE	2						2
2801	EGG WHITE (F1) IGE	2						2
2802	MILK (F2) IGE	2						2
2804	WHEAT (F4) IGE	2						2
2808	MAIZE/CORN (F8) IGE	2						2
2813	PEANUT (F13) IGE	2						2
2814	SOYBEAN (F14) IGE	2						2
4553	CULTURE, FUNGUS W/SMEAR NO				1	1		2
4698	CA 19-9	2						2
6421	EPSTEIN BARR VIRUS ANTIBOD	2						2
6732	CYTOMEGALOVIRUS ANTIBODIES				2			2
6881	GLUCOSE, FASTING + POSTPRA	1		1				2
7260	THYROID PEROXIDASE AND THY	2						2
7448	SM AND SM/RNP ANTIBODIES	2						2
7924	LYMPHOCYTE SUBSET PANEL 4				2			2
8500	TEST IN QUESTION		1	1				2
8503	CYTOMEGALOVIRUS ANTIBODY (2			2
8624	MUMPS VIRUS ANTIBODY (IGG)	2						2
8739	HEPATITIS C ANTIBODY SUPPL	2						2
10282	ALLERGEN SPEC.(M2)IGG CLAD	2						2
11280	CORTISOL, FREE 24-HOUR URI	2						2
14892	HEPATITIS C VIRUS RNA, QL	2						2
16761	VITAMIN D, 25 HYDROXY AND	2						2
34301	DENGUE FEVER ANTIBODIES (I	2						2
34482	TACROLIMUS (FK506)	2						2
36504	HEPATITIS A AB, TOTAL W/RE	2						2
36568	SJOGREN'S ANTIBODY (SS-A)						2	2
36569	SJOGREN'S ANTIBODY (SS-B)						2	2
36637	10-HYDROXYCARBAZEPINE	2						2
37472	TYPHUS FEVER ANTIBODY TITE	2						2
37678	CYTOMEGALOVIRUS AB (IGG) W				2			2
38210	TOXOPLASMA IGG ANTIBODY W/	1			1			2
38522	POST ANALYTICAL NAME DISCR	2						2

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18	PLATELET COUNT (SODIUM CIT	1						1
206	ACETYLCHOLINE RECEPTOR BIN	1						1
231	ALKALINE PHOSPHATASE ISOEN	1						1
234	ALKALINE PHOSPHATASE	1						1
287	BILIRUBIN, TOTAL	1						1
306	CALCIUM, IONIZED	1						1
334	CHOLESTEROL, TOTAL			1				1
377	CREATINE KINASE ISOENZYMES	1						1
403	CYTOMEGALOVIRUS ANTIBODY (1						1
467	FOLATE, RBC	1						1
497	GRAM STAIN	1						1
502	HAPTOGLOBIN	1						1
521	GROWTH HORMONE (GH)	1						1
545	IMMUNOGLOBULIN M	1						1
549	IMMUNOFIXATION, SERUM	1						1
555	HEPATITIS BE ANTIGEN	1						1
564	HALOPERIDOL (HALDOL)	1						1
683	ANGIOTENSIN-1-CONVERTING E	1						1
689	CULTURE, VIRAL, BODY FLUID			1				1
708	PHENOBARBITAL						1	1
838	SODIUM WITH CREATININE, 24	1						1
964	MEASLES ANTIBODY (IGG)	1						1
1430	GLUCOSE, FASTING AND GESTA	1						1
1635	CALCIUM, 24 HOUR URINE (W/	1						1
2180	DRUG ABUSE PANEL 10-50 + E						1	1
2310	JOHNSON GRASS (G10) IGE	1						1
2404	FALSE RAGWEED (W4) IGE	1						1
2601	CAT DANDER (E1) IGE	1						1
2605	DOG DANDER (E5) IGE	1						1
2649	CULTURE, HERPES SIMPLEX VI			1				1
2702	CLADOSPORIUM HERBARUM (M2)	1						1
2721	DERMATOPHAGOIDES PTERONYSS	1						1
2803	CODFISH (F3) IGE	1						1
2809	RICE (F9) IGE	1						1
2824	SHRIMP (F24) IGE	1						1
2825	TOMATO (F25) IGE	1						1
2826	PORK (F26) IGE	1						1
2827	BEEF (F27) IGE	1						1
2833	ORANGE (F33) IGE	1						1
2835	POTATO (F35) IGE	1						1
2857	CHICKEN MEAT (F83) IGE	1						1
2875	COCOA (F93) IGE	1						1

**CITY OF LAREDO
PURCHASING DIVISION**

2919	EGG MIX (YOLK & WHITE) (F2	1						1
3265	CERULOPLASMIN	1						1
3679	TOXOPLASMA IGG ANTIBODY				1			1
3820	STAT ASSAY, 1 TEST	1						1
4446	CULTURE, AEROBIC AND ANAER						1	1
4451	CREATINE KINASE ISOENZYME	1						1
4661	CARDIOLIPIN AB (IGA)	1						1
4662	CARDIOLIPIN AB (IGG)	1						1
4848	HEPATITIS B CORE ANTIBODY				1			1
5042	VITAMIN B1 (THIAMINE), BLO	1						1
7083	IMMUNOGLOBULINS	1						1
8255	DRUG ABUSE PANEL 9-50 NO C	1						1
8426	EPSTEIN BARR VIRUS VCA ANT	1						1
8625	GIARDIA AG, EIA, STOOL	1						1
8812	CYCLOSPORINE A TROUGH, BLO	1						1
8889	GLIADIN (DEAMIDATED) AB (I	1						1
10063	MYELIN ASSOC GLYCOPROTEIN	1						1
10553	STREPTOCOCCUS GROUP A AG,	1						1
10562	GLUCOSE TOLERANCE TEST, 6	1						1
10582	SALMONELLA AB, EIA	1						1
11073	TISSUE TRANSGLUTAMINASE AN	1						1
14890	ANTIPHOSPHOLIPID ANTIBODY	1						1
14966	TESTOSTERONE, FREE & TOT, LC						1	1
15052	BCR/ABL GENE REARRANGEMENT	1						1
15142	LEVETIRACETAM	1						1
15240	COCCIDIOIDES ANTIBODY, CF					1		1
15980	CELIAC DISEASE PANEL	1						1
16175	JAK2 MUTATION (V617F) QN,	1						1
16208	ANTIMICROBIAL LEVEL, RIFAB					1		1
16293	IGF I, LC/MS	1						1
16842	ANTI MULLERIAN HORMONE ASS	1						1
16846	PLASMA RENIN ACTIVITY, LC/	1						1
17181	ALDOSTERONE, LC/MS/MS	1						1
17609	SACCHAROMYCES CEREVISIAE A	1						1
18948	CARBAMAZEPINE, FREE, LC/MS	1						1
19462	SPERM ANTIBODY (IGA, IGG)	1						1
19548	METANEPHRINES, FRACT, FREE	1						1
19887	RNP ANTIBODY	1						1
19955	CELIAC DISEASE COMPREHENS	1						1
20341	ASPERGILLUS ANTIBODIES, ID					1		1
22060	LAMOTRIGINE	1						1
30278	THYROGLOBULIN PANEL	1						1

**CITY OF LAREDO
PURCHASING DIVISION**

30289	ESTRADIOL, ULTRASENSITIVE	1							1
30340	BETA 2 GLYCOPROTEIN I AB (1							1
31789	HOMOCYSTEINE, CARDIOVASCUL	1							1
32474	CHOLESTEROL, TOTAL (REFL)	1							1
34128	VARICELLA ZOSTER VIRUS ANT	1							1
34166	MEASLES ANTIBODIES (IGG,IG	1							1
34181	HEPATITIS B VIRUS DNA, QL	1							1
34256	MEASLES ANTIBODY, (IGM)	1							1
34286	PNEUMOCYSTIS JIROVECI (CAR				1				1
34411	AEROBIC BACTERIUM ID X2	1							1
34458	IGF BINDING PROTEIN 3 (IGF	1							1
34471	HIV 1 RNA, QN PCR W/REFLEX				1				1
34908	D FARINAE MITE IGG4	1							1
34918	BOX ELDER MAPLE (ACER NEG	1							1
35181	GLUCOSE TOLERANCE TEST, 2						1		1
36333	CARDIOLIPIN AB (IGG,IGM)	1							1
36596	SB WEST NILE VIRUS AB (IGG,IG	1							1
36712	RAPAMYCIN (SIROLIMUS)	1							1
37207	TOXOPLASMA IGM ANTIBODY				1				1
37454	ALLERGEN SPECIFIC IGE AMER	1							1
37468	ROCKY MOUNTAIN SPOTTED FEV	1							1
37470	ROCKY MOUNTAIN SPOTTED FEV	1							1
37474	TYPHUS FEVER ANTIBODY TITE	1							1
37478	RICKETTSIAL DISEASE PANEL	1							1
37503	RICKETTSIA (TYPHUS FEVER)	1							1
37673	RUBELLA ANTIBODIES IGG, IG	1							1
37676	HEPATITIS B CORE AB TOTAL	1							1
37677	HEPATITIS C ANTIBODY W/REF	1							1
37811	HEPATITIS C VIRAL RNA GENO	1							1
37923	SM ANTIBODY	1							1
37926	ALLERGEN SPECIFIC IGE PINT	1							1
71975	LYMPHOCYTE SUBSET PANEL 1	1							1
									0
	TOTALS:	21492	32067	1300	1968	1958	457	4909	64151

**CITY OF LAREDO
PURCHASING DIVISION**

Vendor Information:

Please complete all information requested below and submit with your package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this proposal the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document".

Firm Name: _____

Signature _____ Date _____
of person authorized to sign proposal

Print Name _____
of person authorized to sign proposal

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Vendor's Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes
No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

**CITY OF LAREDO
PURCHASING DIVISION**

Special Instructions:

Effective January 1, 2006, Chapter 176 of the Texas Local Government requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Secretary not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposal or proposals, correspondence, or another writing related to a potential agreement with the City.

**City of Laredo
Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from

[http://www.ethics.state.tx.us/whatsnew/conflict forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.htm).

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** includes:

- 1. Mayor**
- 2. Council Members**
- 3. City Manager**
- 4. Members of the Fire Fighters and Police Officers Civil Service Commission.**
- 5. Members of the Planning and Zoning Commission.**
- 6. Members of the Board of Adjustments**
- 7. Members of the Building Standards Board**
- 8. The Board of Commissioners of the Laredo Housing Authority**
- 9. The Executive Director of the Laredo Housing Authority**

If additional information is needed please contact Francisco Meza, Purchasing Agent at 956-790-1825

**CITY OF LAREDO
PURCHASING DIVISION**

August 2011

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

Name of Officer _____

**CITY OF LAREDO
PURCHASING DIVISION**

August 2011

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

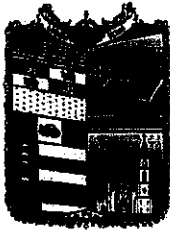
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date



**City of Laredo
Purchasing Division
Renewal Notice**

November 7, 2014

Mr. Michael A. Peat
Quest Diagnostics Clinical Laboratory
4770 Regent Boulevard
Irving, Texas 75063

Re: Laboratory Clinical Services: FY12-100
Contract Renewal Extension I

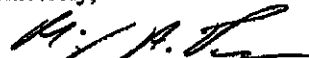
Dear Mr. Peat,

A Contract for laboratory clinical services for the City of Laredo was awarded to Quest Diagnostics on 11/5/12. This award provided for the possible extension of this contract for two additional twenty four month periods with the same contract pricing. This is the first of two extension periods.

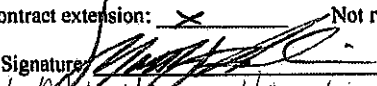
Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

If there are any questions regarding this renewal extension, please feel free to call me at (956) 790-1825.

Sincerely,


Miguel Pescador
Purchasing Agent

Xc: Purchasing File

Quest Diagnostics	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	
Print Name: <u>Matthew Hamlin</u>	
Date: <u>11/7/14</u>	

COUNCIL COMMUNICATION

DATE: 11/05/2012	Subject: MOTION Consideration to award contract FY12-100 to Quest Diagnostics, Inc., of San Antonio, in the estimated annual amount of \$330,000 to perform clinical laboratory testing services submitted by the City of Laredo Health Department. The vendor was selected based on the testing fees, years of experience, and their ability to meet the City's requirements. The term of the contract will be for a twenty four month period with an option to extend this contract for two additional one year period. All services will be secured on an as need basis. Funding is available in the Health Department's budget.	
INITIATED BY: Cynthia Collazo, Deputy City Manager	STAFF SOURCE: Hector F. Gonzalez, P.E., M.P.H. Health Director Francisco Meza, Purchasing Agent	
PREVIOUS COUNCIL ACTION:		
BACKGROUND: The City of Laredo advertised a formal request for proposal soliciting submittals from qualified firms that provide laboratory clinical services. Quest Diagnostics submitted the only proposal. The City of Laredo Health Department has previously contracted with Quest Diagnostics, Inc., and they have given satisfactory services and are recommended for a new contract award. This recommendation is based on the proposed testing fees, years of experience, and their ability to meet the City's requirements.		
FINANCIAL IMPACT: The City of Laredo Health Department will reimburse the health care provider for professional services rendered an amount not to exceed the cumulative total of \$330,000 in a twelve month period. Expense account numbers to be utilized are: 226-2911-543-5527; 226-6800-543-5551; 226-2921-543-5527; 226-2926-543-5527; 226-6003-543-5551; 226-2924-543-5551; 226-6004-543-5551; 226-6005-543-5527; 226-2928-543-5527; 226-6020-543-5551, 226-6021-543-5551, 226-6202-543-5551 and 226-6007-543-5551. The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.		
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: Recommends that the City Council approve this motion.	

#1

Business Proposal

Submitted to:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, TX 78040



September 21, 2012

Quest Diagnostics

Frank Beltran

607 E. Sonterra Blvd. Ste 306

San Antonio, TX 78258

210.225.5101

Frank.a.beltran@questdiagnostics.com



DELIVERING VALUE FOR YOUR PRACTICE

14.1 Tab A - Required Signature Forms

Vendor Information Sheet

Conflict of Interest Questionnaire



DELIVERING VALUE FOR YOUR PRACTICE

**CITY OF LAREDO
PURCHASING DIVISION**

Vendor Information:

Please complete all information requested below and submit with your package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this proposal the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document".

Firm Name: Quest Diagnostics Clinical Laboratory, Inc Date: _____

Signature
of person authorized to sign proposal

Print Name: Michael A. Peat, PhD
of person authorized to sign proposal

Title: Managing Director

Business Address: 4770 Regent Blvd

City, State, Zip Code: Irving, TX 75063

Telephone Number: 713-877-8089 Fax Number: 713-877-7828

Contact Person Email Address: michael.a.peat@questdiagnostics.com

Federal Tax ID Number: 38-2084239

Vendor's Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation ☒ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 15+ years

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes ☒ No ☐ Disadvantaged Business Enterprise (DBE): Yes

Small Disadvantaged Business Enterprise (SDBC) Yes ☒ No ☐ Other: Please specify

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

**CITY OF LAREDO
PURCHASING DIVISION**

August 2011

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

NA

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

NA

3 Name of local government officer with whom filer has employment or business relationship.

NA

Name of Officer

**CITY OF LAREDO
PURCHASING DIVISION**

August 2011

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

NA

14.2 TAB B - Overview of Company Experience



DELIVERING VALUE FOR YOUR PRACTICE

Experience You Can Count On

As the world's leading provider of diagnostic testing, we gain insight from millions of patient interactions, as well as cumulative patient data of an unmatched scale and breadth. Our doctors and scientists constantly seek smarter, more accurate tests and assessments for monitoring and treatment. With our data management and logistics systems, we deliver critical facts, analyses, and trends to doctors and patients rapidly. Through our R&D and clinical trials, we are well-positioned to advance the movement to personalized medicine

At Quest Diagnostics, we are driven to discover diagnostic insights and innovations that improve human health.

MISSION

We will be the undisputed world leader of diagnostic testing, information and services.

VALUES

Quality

The patient comes first in everything we do. We strive to provide every patient and every customer with services and products of uncompromising quality - error free, on time, every time. We do that by dedicating ourselves to the relentless pursuit of excellence in the services we provide.

Integrity

Credibility is the key to our success; therefore, all of our processes, decisions and actions ultimately are driven by integrity. We are honest and forthright in all our dealings with our customers and with each other. We are responsible corporate citizens in the community we serve. We strictly comply with the laws and regulations governing our business, not only as a legal obligation and as a competitive necessity, but because it is the right thing to do.

Innovation

We constantly seek innovative ways to enhance patient care and provide value to our customers. We support the creativity, courage and persistence that transform information into knowledge, and knowledge into insights. We seek continuous learning through the adaptation of existing knowledge, as well as through experimentation, with the full understanding that we learn from our failures as well as our successes.



DELIVERING VALUE FOR YOUR PRACTICE

Your Quest Diagnostics Team

For General Information please contact: 866.697.8378

**Account Sales Representative
Frank Beltran
Phone: 210-426-5158**

**District Sales Manager
Phillip Ritchie
Phone: 210-632-6392**

**Field Ops Mgr
Pete Martinez
Phone: 210-352-4837**

**Information Technology
Andrea Cervantes
Phone: 817-455-8840**

**Medical Director
Dr. Julia Kenny
Phone: 713-877-6530**



DELIVERING VALUE FOR YOUR PRACTICE

Certification and Accreditations

CLIA Compliance and CAP Proficiency Testing

All Quest Diagnostics testing locations are subject to Clinical Laboratory Improvement Amendments of 1988 (CLIA-88) certification and maintain current CLIA licenses. Quest Diagnostics main laboratories are accredited by the College of American Pathologists (CAP).

Professional Accreditation and Licenses

Quest Diagnostics performs services in all 50 states and the District of Columbia, Puerto Rico, Mexico and the United Kingdom.

Please refer to the list provided of accreditation and license information for each of our main laboratories. Quest Diagnostics has never experienced a final denial revocation, limitation, suspension, probation or voluntary relinquishing of a license, certification or accreditation.

Quest Diagnostics has six Forensic Drug Testing Labs, accredited by the College of American Pathologists, Forensic Urine Drug Testing program: Atlanta, GA; Irving TX; Las Vegas NV; Norristown, PA; Schaumburg, IL; and Van Nuys, CA.



DELIVERING VALUE FOR YOUR PRACTICE

Local Patient Service Centers

Laredo PSC

(Clinical and Drug Screen Collections)

702 E. Calton Rd. Ste 202A Laredo Tx 78041

phone: 956-791-6859 **fax:** 956-791-6877

Mon – Wed	7:00am – 5:00pm
Thursday	7:00am – 5:00pm
Friday	7:00am – noon
Closed for Lunch	12:00pm – 1:00pm



DELIVERING VALUE FOR YOUR PRACTICE

14.3 TAB C – Service Cost Proposal



DELIVERING VALUE FOR YOUR PRACTICE

Quest Diagnostics Incorporated

607 E. Sonterra Blvd, Bldg 3, Ste 306
 San Antonio, TX 78258
 210.225.5101
 800.824.6152
 www.QuestDiagnostics.com

Quest
 Diagnostics
 4528 CITY OF LAREDO HLTH DEPT
 Schedule: Current National Client FS

Service Code	Service Name	Proposed Net Price
0007845	GIARDIA AG 3SP	75.93
0007843	GIARDIA AG 2SP	50.62
0011212	GLIADIN AB IGG	33.67
0059828	HIV 1 GENOTYPE PLUS	285.00
0036428	**HIV GENOTYPE (NY)	285.00
0034949	HIV-1 GENOTYPE	285.00
0034487	HIV-1 GENOTYPING PRI	142.50
0034486	HIV-1 GENOTYPING RTI	142.50
0016868	HIV1 INTEGRASE	285.00
0011367	HIV-1 GP41 ENVELOPE	285.00
0011214	**HIV GENOTYP GRAPH (NY)	285.00
0011189	HIV-1 GENOTYPE	285.00
0010471	**HIV 1 VIRTUAL PHEN (NY)	285.00
0010268	RUBELLA IGG AB W/RFL	3.10
0015220	CYCLOSPORINE LCMSMS	35.00
0007909	URINALYSIS, REFLEX	2.30
0003020	CULT, UA,COMP W/RFL	5.00
0008563	UA, MICROSCOPIC	2.70
0006448	UA, MACROSCOPIC	2.30
0011293	FECAL IMMUNOCHEM MED	19.45
0016802	HEMOGLOBIN A1C W/EAG	2.50
0016715	HEMOGLOBIN A1C W/RFL	2.50
0016320	HEMOGLOBIN A1C W/RFL	2.50
0008181	HEMOGLOBIN A1C W/MPG	2.50
0037694	HIV 1/2 REFL WB	3.71
0003021	CULT,(U), SPECIAL	6.50
0017569	PSA,TOTAL W/REFL	4.00
0038318	ANA IFA W/REFL	7.00
0010547	ANA SC W/REFL DS-DNA	7.00
0010321	ANA SCREEN	7.00
0006653	OVA & PARASITE X2	22.00
0006652	OVA & PARASITE X3	33.00
0004699	PROLACTIN, 5 SPEC	15.75
0004692	PROLACTIN, 4 SPEC	12.60
0004690	PROLACTIN, 3 SPEC	9.45
0004688	PROLACTIN, 2 SPEC	6.30
0034437	LH 9 SPEC	30.15
0034436	LH 8 SPEC	26.80
0034435	LH 7 SPEC	23.45
0034434	LH 6 SPEC	20.10
0034433	FSH 9 SPEC	30.15
0034432	FSH 8 SPEC	26.80
0034431	FSH 7 SPEC	23.45
0034430	FSH 6 SPEC	20.10
0030955	LH 4 SPEC	13.40

Quest Diagnostics Inc. ^{rated}

607 E. Sonterra Blvd, Bldg 3, Ste 306
San Antonio, TX 78258
210.225.5101
800.824.6152
www.QuestDiagnostics.com



Quest
Diagnostics

45280 CITY OF LAREDO HLTH DEPT

Schedule: Current National Client FS

Service Code	Service Name	Proposed Net Price
0030954	LH 3 SPEC	10.05
0030953	LH 2 SPEC	6.70
0030952	FSH 4 SPEC	13.40
0030951	FSH 3 SPEC	10.05
0030950	FSH 2 SPEC	6.70
0007137	FSH & LH (S)	6.70
0004571	LH - 5 SPEC	16.75
0004570	FSH 5 SPEC	16.75
0006697	INSULIN, 2 SPEC	18.76
0006695	INSULIN, 3 SPEC	28.14
0006694	INSULIN, 4 SPEC	37.52
0006693	INSULIN, 5 SPEC	46.91
0006691	INSULIN, 6 SPEC	56.29
0006690	INSULIN, 7 SPEC	65.67
0006689	INSULIN, 8 SPEC	75.05
0006688	INSULIN, 9 SPEC	84.43
0015577	ESTRADIOL, RAPID	57.52
5UR	ORG ID 5	35.00
5CU	ORG ID 5	35.00
4UR	ORG ID 4	28.00
4CU	ORG ID 4	28.00
3UR	ORG ID 3	21.00
3CU	ORG ID 3	21.00
2UR	ORG ID 2	14.00
2CU	ORG ID 2	14.00
1CU	ORG ID 1	7.00
UR5P	PRESUMPTIVE ID 5 M	35.00
UR4P	PRESUMPTIVE ID 4 M	28.00
UR3P	PRESUMPTIVE ID 3 M	21.00
UR2P	PRESUMPTIVE ID 2 M	14.00
CU5P	PRESUMPTIVE ID 5 M	35.00
CU4P	PRESUMPTIVE ID 4 M	28.00
CU3P	PRESUMPTIVE ID 3 M	21.00
CU2P	PRESUMPTIVE ID 2 M	14.00
CU1P	PRESUMPTIVE ID 1 M	7.00
1UR5	SUSC-5	5.00
1UR4	SUSC-4	4.00
1UR3	SUSC-3	3.00
1UR2	SUSC-2	2.00
0070051	CHLAM/GC,RNA,TMA,THROAT	35.00
0070049	N.GON RNA,TMA,THROAT	17.50
0070048	C.TRACH RNA,TMA,THROAT	17.50
0017618	CT/NG DNA, SDA, OTV	35.00
0017617	NG, DNA, SDA, OTV	17.50
0017615	CT DNA, SDA, OTV	17.50

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Service Code	Service Name	Proposed Net Price
0017304	NG SDA	17.50
0017303	CHLAMYDIA SDA	17.50
0016506	CHLAMYDIA/N. GON RNA, TMA	35.00
0016505	C. TRACHOMATIS RNA, TMA,	17.50
0016504	N. GONORRHOEAE RNA, TMA,	17.50
0011348	HEPATITIS C VIRAL RN	195.00
0016993	TP 12HR W/ CREAT	5.52
0015033	N.GONORRHOEAE TMA	22.50
0015031	C. TRACHOMATIS, TMA ALTER	22.50
0011362	GC RNA, TMA	22.50
0011361	CHLAMYDIA RNA, TMA	22.50
0003525	CYTOPATH, GYN 2	22.00
PMSC1	CYTOPATH, GYN 2	22.00
0007470	GH, 10 SPEC	90.00
0007469	HGH, 9 SPEC	81.00
0007468	HGH, 8 SPEC	72.00
0007467	GH, 7 SPEC	63.00
0007466	HGH, 6 SPEC	54.00
0007465	HGH, 5 SPEC	45.00
0007464	GH, 4 SPEC	36.00
0007463	HGH, 3 SPEC	27.00
0007462	GH, 2 SPEC	18.00
NGFT6	CYTO, NON-GYN FLUID 6, TC	98.04
NGFT5	CYTO, NON-GYN FLUID 5, TC	81.70
NGFT4	CYTO, NON-GYN FLUID 4, TC	65.36
NGFT3	CYTO, NON-GYN FLUID 3, TC	49.02
NGFT2	CYTO, NON-GYN FLUID 2, TC	32.68
NGFT1	CYTO, NON-GYN FLUID, TC	16.34
NGFP6	CYTO, NON-GYN FLUID 6, PC	129.96
NGFP5	CYTO, NON-GYN FLUID 5, PC	108.30
NGFP4	CYTO, NON-GYN FLUID 4, PC	86.64
NGFP3	CYTO, NON-GYN FLUID 3, PC	64.98
NGFP2	CYTO, NON-GYN FLUID 2, PC	43.32
NGFP1	CYTO, NON-GYN FLUID, PC	21.66
NGF6	CYTO, NON-GYN FLUID 6	228.00
NGF5	CYTO, NON-GYN FLUID 5	190.00
NGF4	CYTO, NON-GYN FLUID 4	152.00
NGF3	CYTO, NON-GYN FLUID 3	114.00
NGF2	CYTO, NON-GYN FLUID 2	76.00
NGLT6	CYTO, NON-GYN, LIQ, TC6	132.48
NGLT5	CYTO, NON-GYN, LIQ, TC5	110.40
NGLT4	CYTO, NON-GYN, LIQ, TC4	88.32
NGLT3	CYTO, NON-GYN, LIQ, TC3	66.24
NGLT2	CYTO, NON-GYN, LIQ, TC2	44.16
NGLT1	CYTO, NON-GYN, LIQ, TC1	22.08

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Service Code	Service Name	Proposed Net Price
NGLP6	CYTO, NON-GYN, LIQ, PC6	155.52
NGLP5	CYTO, NON-GYN, LIQ, PC5	129.60
NGLP4	CYTO, NON-GYN, LIQ, PC4	103.68
NGLP3	CYTO, NON-GYN, LIQ, PC3	77.76
NGLP2	CYTO, NON-GYN, LIQ, PC2	51.84
NGLP1	CYTO, NON-GYN, LIQ, PC1	25.92
NGFL6	CYTO, NON-GYN, LIQ PREP 6	288.00
NGFL5	CYTO, NON-GYN, LIQ PREP 5	240.00
NGFL4	CYTO, NON-GYN, LIQ PREP 4	192.00
NGFL3	CYTO, NON-GYN, LIQ PREP 3	144.00
NGFL2	CYTO, NON-GYN, LIQ PREP 2	96.00
0017170	HSV 2 W/REFL INHIB	29.82
0003640	HSV 2 HERPESELECT	29.82
0003636	HSV 1 HERPESELECT	29.82
0010265	HCG, QUAL, REFL QUANT	3.62
0000282	STREP AG TEST, GP A	15.00
5ID	ORG ID 5	35.00
4ID	ORG ID 4	28.00
3ID	ORG ID 3	21.00
2ID	ORG ID 2	14.00
1ID5	SUSC-5	40.00
1ID4	SUSC-4	32.00
1ID3	SUSC-3	24.00
1ID2	SUSC-2	16.00
0091035	MICROALBUMIN, 24 HR UR	3.97
0017674	MALB, RAND UR W/O CR	3.97
0008280	MICROALBUMIN, TIMED (U)	3.97
0004555	MICROALBUMIN 24HR (U)	3.97
0016940	CULT, BLOOD NO. 3	12.50
0016939	CULT, BLOOD NO. 2	12.50
0035443	OCCULT BLD, MCR, 3	18.00
0035442	OCCULT BLD, MCR, 2	12.00
0035441	OCCULT BLD, MCR, 1	6.00
0008794	OCCULT BLD, FECES 3	18.00
0008793	OCCULT BLD, FECES 2	12.00
0090896	TSH, PREGNANCY	2.50
0006667	TSH, 2 SPEC	5.00
0006666	TSH, 3 SPEC	7.50
0006665	TSH, 4 SPEC	10.00
0006664	TSH, 5 SPEC	12.50
0000319	VLDL	1.00
0017407	RHEUMATOID FCTR, CSF	7.00
0036668	DAT W/REFL	10.00
0090887	HPV RNA HR E6/E7 TMA	28.00
0036453	HPV HYBRID CAPTURE 2	56.00

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Service Code	Service Name	Proposed Net Price
0017185	HPV HIGH LOW AR	56.00
0016737	QNS HPV HIGH RISK	28.00
0016452	QNS HPV HIGH RISK	28.00
0015949	HPV HIGH RISK AR	28.00
0008502	C.TRAC DNA,CX M/URET	17.98
0008501	N.GON DNA,CX M/URET	17.98
0016958	HIV1 QN,W/REFL GENOT	145.00
0016186	HIV-1 RNA,QN,RT PCR, CFS	145.00
0008889	GLIADIN AB IGG/IGA	67.34
0000783	RED BLOOD CELL COUNT	1.75
0000937	WBC	1.70
0000723	PLATELET COUNT	1.19
0000509	HEMATOCRIT	1.70
0007008	HEMOGRAM	1.75
0019081	CORD BLOOD ABO/RH	13.00
0000792	RH TYPE	6.50
0000785	ABO GROUP	6.50
0036203	RPR TITER	4.00
0023031	RPR, PREMARITAL,REFL	4.00
0004120	RPR,PM W/REFL	4.00
0038173	CORTISOL 60 MIN	30.19
0038172	CORTISOL 30 MIN	30.19
0038171	CORTISOL 15 MIN	30.19
0038149	CORTISOL BASELINE	30.19
0007303	CORTISOL, 3 SPEC	90.57
0006738	CORTISOL, 2 SPEC	60.38
0006736	CORTISOL, 4 SPEC	120.76
0006735	CORTISOL, 5 SPEC	150.95
0006734	CORTISOL, 6 SPEC	181.14
0004213	CORTISOL, P.M.	30.19
0015090	GBS CULT W/SENSI	6.00
0000508	HEP A AB, TOTAL	26.79
0007892	PROT.ELECTRO. W/SCAN	23.32
0019834	GLUC GEST & FAST-140	7.00
0019833	GLUC, GEST SCRN 140	3.50
0018927	GTT,GEST,3 IADPSG	10.50
0016589	GEST GTT W/O FASTING	10.50
0010563	GTT,7 SPECIMEN	24.50
0010562	GTT,6 SPECIMEN	21.00
0010560	GTT,5 SPECIMEN	17.50
0010559	GTT,4 SPECIMEN	14.00
0010524	GTT,3 SPECIMEN	10.50
0007675	LACTOSE, 5 SPEC 50G	17.50
0005722	GLUCOSE PP (75 GRAM)	3.50
0004312	GLUC,FAST & POST 1HR	7.00

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Service Code	Service Name	Proposed Net Price
0037677	HCV W/REFL HCV RIBA	7.00
0037676	HBC TOTAL W/REFL IGM	21.77
0037926	PINTO BEAN IGE	8.00
0037923	SM ANTIBODY	19.00
0037478	RICKETTSIAL DIS PNL	150.00
0037474	TYPHUS IGM TITER	45.00
0037673	RUBELLA IGG&IGM AB	75.00
0037503	TYPHUS IGG AND IGM	35.00
0037207	TOXO IGM EIA	19.82
0036712	RAPAMYCIN-SIROLIMUS	69.26
0037470	RMSF IGM TITER	39.00
0037468	RMSF TITER,(IGG)	35.00
0035181	GTT, 2 SPEC	7.00
0034918	BOX ELD MAPLE IGG4	35.00
0036596	WEST NILE VIRUS,(S)	35.00
0036333	*CARDIOLIPINS ABS	36.00
0034458	IGFBP-3	20.00
0034286	*PNEUMOCYSTIS CARNII	54.08
0034908	D FARINAE MITE IGG4	25.00
0034471	HIV-1 QUANT W/REFLEX	145.00
0034166	MEASLES AB IGG,IGM	71.31
0032474	CHOL TOTAL,(REFL)	2.34
0034256	MEASLES AB IGM, IF	41.31
0034181	HBV DNA PCR, QUAL	75.00
0030340	*BETA-2 GLYCOPROT I	65.00
0031789	HOMOCYSTEINE,CARDIO	27.35
0020341	ASPERGILLUS ABS	20.00
0022060	LAMOTRIGINE	20.00
0030278	THYROGLOBULIN QT	12.00
0019548	METANEPHRINES,FRACT	35.00
0018948	CARBAMAZEPINE, FREE	25.00
0019955	*CELIAC DISEASE COMP	69.17
0019887	RNP ANTIBODY	22.00
0016208	RIFABUTIN, HPLC	60.00
0016842	ANTI-MULLERIAN	29.00
0017609	*ASCA AB, IGA, IGG	70.00
0016175	JAK2 MUT, QN,PLASMA	275.00
0015980	*CELIAC DISEASE PANEL	102.84
0015240	*COCCI ID AND CF PNL	19.00
0015142	LEVETIRACETAM	25.00
0014890	*ANTIPHOSPHOLIPID AB	194.00
0011073	TTG IGG,IGA	75.00
0015052	BCR/ABL GENE,PCR,QT	150.00
0014966	TESTOSTERONE,F&T&BIO	79.79
0008426	EBV IGM AB	25.00

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Service Code	Service Name	Proposed Net Price
0008255	DAP 9-50	35.00
0008812	CYCLOSP TR FPIA	75.00
0008625	GIARDIA AG DETECTION	25.31
0004662	CARDIOLIPIN IGG AB	18.00
0004661	CARDIOLIPIN IGA AB	18.00
0003679	TOXO IGG AB	30.84
0002919	IMCAP, EGG MIX (F245)	6.00
0003820	STAT ASSAY 1	8.00
0004451	*CK ISOENZYME PANEL	26.55
0004446	CULTURE, AEROB/ANAER	38.75
0002875	IMCAP, COCOA (F93)	6.00
0002835	IMCAP, POTATO (F35)	6.00
0002833	IMCAP, ORANGE (F33)	6.00
0002827	IMCAP, BEEF (F27)	6.00
0002825	IMCAP, TOMATO (F25)	6.00
0002824	IMCAP, SHRIMP (F24)	6.00
0002809	IMCAP, RICE (F9)	6.00
0002803	IMCAP, CODFISH (F3)	6.00
0002721	IMCAP, D. PTERONYSSINUS(D	8.00
0002702	IMCAP, C. HERBARUM (M2)	6.00
0002649	CULT, HSV+TYPING	15.00
0002605	IMCAP, DOG DANDER (E5)	6.00
0002601	IMCAP, CAT DANDER (E1)	6.00
0002404	IMCAP, FALSE RAGWEED (W4)	6.00
0002310	IMCAP, JOHNSON GRASS (G10)	6.00
0002180	DAP 10-50+ETOH	30.00
0000564	HALOPERIDOL	36.00
0000018	PLT SODIUM CITRATE	5.00
0034301	DENGUE FEVER AB PNL	35.00
0034482	TACROLIMUS	22.00
0016761	*VIT D PNL 25 OH LC MS	81.01
0011280	CORTISOL, FREE 24HR	20.00
0014892	**HCV RNA QL (RFX LIPA)	98.00
0037678	CMV IGG AB W/REFL	6.00
0038210	TOXO IGG AB W/REFL	30.84
0037472	TYPHUS IGG TITER	27.00
0036568	TEICHOIC ACID AB	29.00
0036637	OXCARBAZEPINE	25.00
0008739	**HEPATITIS C SUPPLEMENT	75.00
0010282	CLADOSPORIUM HORIGG	15.00
0002804	IMCAP, WHEAT (F4)	6.00
0002507	IMCAP, OAK (T7)	6.00
0004553	CULT, FUNGUS, OTHER	12.00
0002814	IMCAP, SOYBEAN (F14)	6.00
0002813	IMCAP, PEANUT (F13)	6.00

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Service Code	Service Name	Proposed Net Price
0002808	IMCAP, CORN (F8)	6.00
0001759	CBC(H/H,RBC,WBC,PLT)	1.94
0000967	T-3, REVERSE	25.00
0091176	SODIUM 24HR (U)	15.00
0001430	GLUC GEST & FAST 130	7.00
0000683	ANGIOTENSIN CONV ENZ	12.00
0000555	HEP BE AG	15.00
0000497	GRAM STAIN	6.00
0000231	ALK PHOS ISOENZYMES	22.00
0007260	*TPO & TG ABS	20.00
0006881	GLUC,FAST & POST 2HR	7.00
0006732	*CMV IGG & IGM AB	16.39
0006421	EBV AB PANEL	35.00
0000636	MERCURY (B)	20.00
0000556	HEP BE AB	20.00
0037348	N.GON DNA	17.98
0037347	CHLAM TRACH	17.98
0036564	*MUMPS AB(IGG&IGM)PNL	24.00
0036126	RPR(DX)REFL FTA	4.00
0031532	HPV HR	28.00
0021130	M. PNEUM IGM AB	31.18
0008636	*TOXO IGG/IGM AB	50.66
0008476	GLUCOSE, PP/1 HR	3.50
0002736	IMCAP, COCKROACH (I6)	6.00
0000499	HEP B SURF AB QL	7.00
0005819	CA 15-3	15.00
0002703	IMCAP, A. FUMIGATUS (M3)	6.00
0002515	IMCAP, WHITE ASH (T15)	6.00
0002501	IMCAP, MAPLE (T1)	6.00
0002411	IMCAP, RUSS. THISTLE (W11)	6.00
0002401	IMCAP, COMMON RAGWEED (W1)	6.00
0002305	IMCAP, PERENNIAL RYE (G5)	6.00
0000706	ROTAVIRUS AG DETECT.	16.36
0000654	HETEROPHILE, MONO	7.61
0000613	LITHIUM	15.00
0000510	HEMOGLOBIN (B)	1.70
0000500	G-6-PD (B)	8.00
0000394	CULT, THROAT	11.33
0000361	COOMBS, DIRECT	10.00
0000211	ACTH	18.00
0037960	FUNGAL CULTURE	45.00
0036742	*ESTROGENS, FRACT.(S)	75.00
0004556	CULTURE,SPUTUM/LOWER RESP	12.00
0004212	CORTISOL, A.M.	30.19
0002722	IMCAP, D. FARINAE (D2)	8.00

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Service Code	Service Name	Proposed Net Price
0002706	IMCAP, A. TENUIS (M6)	6.00
0002520	IMCAP, MESQUITE (T20)	6.00
0002506	IMCAP, MOUNTAIN CEDAR (T6)	6.00
0002414	IMCAP, ROUGH PIGWEED (W14)	6.00
0000302	CALCIUM BY AA	26.00
0020210	*OBSTETRIC PANEL	33.35
0036127	TSH W/REFL FT4	2.50
0010108	*CULT, STOOL W/REFL	30.00
0010469	HIV 1 GENO. RTI PRI	285.00
0007065	*VIT B12/FOLATE, SERUM	6.82
0000392	AEROBIC BACTERIUM ID	18.00
0008779	PATH REVIEW	18.00
0006641	SUSCEPT, AEROBIC	10.00
0005617	CULT, STREP GRP B	6.00
0015459	HIV-1 PR/RT DNA SEQ	285.00
NGFL1	CYTO, NON-GYN, LIQ PREP 1	48.00
NGF1	CYTO, NON-GYN FLUID	38.00
0090844	PROTEIN, TOTAL PLASMA	3.40
0090843	PROTEIN, TOT & ALB PLASMA	3.50
0090842	HEPATIC FUNC PNL, PLASMA	4.47
0090841	BASIC METAB PNL, PLASMA	4.66
0090840	COMP METAB W/ADJ CAL PLS	5.83
0090839	COMP METAB PNL, PLASMA	5.83
0039506	PTT-LA	13.00
0039468	PTT MIX/CORR/INCUBAT	10.00
0037695	H.PYLORI ABS, IGA, IGG	75.00
0037663	CHSV RAPID METHOD	20.00
0037213	CRYPTO AG DFA	12.00
0036748	LIVER KIDNEY AB/RFX	29.00
0036598	T3 FREE TRACER DIAL	87.19
0036189	CARDIOLP SC/RF	15.68
0035623	FSH (REFL)	3.35
0035555	CMP W/O ALT	5.63
0035489	*HEMOGLOBINOPATHY	20.00
0035316	CHEM TEST 16	6.22
0034715	CHEM TEST 15	6.02
0034714	CHEM TEST 14	5.83
0034713	CHEM TEST 13	5.63
0034712	CHEM TEST 12	5.44
0034711	CHEM TEST 11	5.25
0034710	CHEM TEST 10	5.05
0034709	CHEM TEST 09	4.86
0034708	CHEM TEST 08	4.66
0034707	CHEM TEST 07	4.47
0034706	CHEM TEST 06	4.27

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Service Code	Service Name	Proposed Net Price
0034705	CHEM TEST 05	4.08
0034704	CHEM TEST 04	3.89
0034703	CHEM TEST 03	3.69
0034702	CHEM TEST 02	3.50
0034701	CHEM TEST 01	3.40
0034472	INHIBIN A	25.00
0034392	ELECTROLYTE PANEL	3.89
0034391	HEPATIC FUNC PNL W/O TP	4.27
0034389	CMP W/O CO2,ALT	5.44
0034388	BASIC METAB PNL W/O CA	4.47
0034205	HIV-1 RNA,QUANT PCR	49.00
0034128	*VZV IGG/IGM AB	55.00
0031212	IMMUNOGLOB E (REFL)	6.35
0030663	VITAMIN B12 (REFL)	3.41
0030304	RIFAMPIN	58.00
0030294	MATERNAL SERUM 4	169.05
0029891	SED RATE MANUAL WEST	5.00
0029408	H. PYLORI IGG, QN	25.00
0029273	HIV-1 RNA QN BDNA	62.96
0022061	STREP AG,GP A (REFL)	3.45
0020325	*HELICOBACTER PYLORI	34.68
0019790	*VON WILLEBRAND COMP PANE	319.83
0019533	POC HEMOGLOBIN	6.00
0019485	HCG W/GEST TABLE	2.50
0017895	TP 24HR W/ CREAT	21.00
0017733	T4, TOTAL	5.50
0017732	T3 UPTAKE	8.50
0017669	*RA DIAGNOSTIC PANEL	42.00
0017667	UA,COMP W/RFL CULT	6.00
0017604	LIPASE,PANCREATIC FL	14.00
0017603	LIPASE, JP DRAINAGE	14.00
0017602	LIPASE, PERITONEAL FLUID	3.00
0017601	LIPASE,PLEURAL FLUID	14.00
0017596	C4, PERITONEAL FLUID	5.02
0017592	TRIG, PLEURAL FLUID	13.00
0017591	TRIG, PERITONEAL FL	13.00
0017586	CHOLESTEROL,PLEUR.FL	13.00
0017585	CHOLESTEROL, PERT FL	13.00
0017422	CREAT, PERITONEAL FL	4.53
0017183	PROGESTERONE,LC/MSMS	25.00
0016961	NEISSERIA (GC) ANAL	6.63
0016960	CULT, SALM/SHIG #3	6.00
0016954	CULTURE, GENITAL #2	6.50
0016946	CULT, SALM/SHIG #2	6.00
0016945	CULTURE, AEROBIC #2	12.00

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Service Code	Service Name	Proposed Net Price
0016598	HEM A1C W/EAG (REFL)	2.50
0015934	MATERNAL SERUM SCR 5	100.00
0015542	T-3 UPTAKE (REFL)	4.00
0015184	CYTO, NON-GYN, LIQ PREP,	75.00
0015183	CYTO, NON-GYN, LIQ PREP,	50.00
0015182	CYTO, NON-GYN, LIQ PREP,	25.00
0015181	CYTO, NON-GYN, LIQ PREP,	65.00
0015180	CYTO, NON-GYN, LIQ PREP,	43.00
0015179	CYTO, NON-GYN, LIQ PREP,	22.00
0015168	CYTO, NON-GYN FL, 3 SP	65.00
0015167	CYTO, NON-GYN FL, 2 SP	42.00
0015166	CYTO, NON-GYN FL, PC	22.00
0015165	CYTO, NON-GYN FL, 3 SP	47.00
0015163	CYTO, NON-GYN FL, 2 SP	33.00
0015162	CYTO, NON-GYN FL, TC	16.00
0015119	PSA, TOTAL, 2.5 NG/ML CUT	4.00
0015071	CYTO NONGYN LIQ X3	140.00
0015070	CYTO NONGYN LIQ X2	95.00
0015069	CYTO NONGYN LIQ	46.00
0015038	LKM-1 ANTIBODY(IGG)	7.00
0014964	ELECTROLYTE PNL, PLASMA	3.89
0011303	ITA PREGNANCY	25.00
0011290	FECAL IMMUNOCHEM	19.45
0011014	POTASSIUM, PLASMA	3.40
0010306	*HEP PNL ACUTE W/REF	29.00
0008503	CMV IGM AB	10.39
0008401	HIV-1 DNA QUAL PCR	60.00
0007924	LYMPH SUBSET PNL 4	22.00
0007903	IGG SUBCLASS PANEL	39.43
0007600	*LIPID PANEL	3.00
0007577	PROTEIN, TOT AND ALB	3.50
0007444	*THYROID PNL W/TSH	7.65
0007359	CYTO, NON-GYN FL, 3	107.00
0007350	CYTO, NON-GYN FL, 2	75.00
0007292	MATERNAL SERUM 3	75.00
0007286	BILIRUBIN, FRAC.	3.50
0007197	LYMPH SUBSET PNL 1	42.00
0007083	*IMMUNOGLOBULINS	36.58
0006919	CT/GC DNA, CX M/URET	35.96
0006705	IMMUNOGLOBULINS, FL	32.00
0006633	SAP 10-50	16.00
0006517	*MALB, RAND UR W/CR	8.50
0005530	COCAINE METAB. GC/MS	15.00
0005463	UA, COMPLETE	5.00
0005233	HIV-1 AB BY WBA	33.10

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 Schedule: Current National Client FS

Service Code	Service Name	Proposed Net Price
0005059	MATERNAL SERUM AFP	7.10
0004845	CYCLOSPORINE (B)	35.00
0004698	CA 19-9 (CENTOCOR)	15.00
0004637	GLUCOSE, PP/2 HOUR	3.50
0004558	CULTURE, GENITAL	6.50
0004550	CULTURE, AEROBIC BAC	12.00
0004422	RUBELLA IGM AB	7.81
0004112	FTA-ABS	7.00
0003963	WET MOUNT	4.25
0003960	CULT, T.VAGINALIS	9.00
0003526	PAP 1 SLIDE	11.00
0003505	CYTO, NON-GYN FLUID	36.00
0003238	PHENOBARB FR/BOUND;SP	105.00
0002692	CULT, HSV, RAPID	11.00
0000984	TOXOPLASMA IGM ANTIBODY C	7.20
0000836	SODIUM	3.40
0000754	PROTEIN, TOTAL	3.40
0000717	PHOSPHOLIPIDS	8.52
0000708	PHENOBARBITAL	10.00
0000689	CULTURE, VIRUS	40.00
0000673	OCCULT BLOOD, FECES	6.00
0000618	COMPLEMENT, (CH50)	10.00
0000577	ISONIAZID	73.00
0000528	HLA-B27 ANTIGEN	14.00
0000403	CMV IGG AB	6.00
0000389	CULTURE, BLOOD	12.50
0000383	CRYOGLOBULIN QL	10.17
0000377	CK ISOENZYMES	15.00
0000353	COMPLEMENT C4C	5.02
0000351	COMPLEMENT C3C	5.01
0000347	FACTOR VIII ACTIVITY	16.00
0000330	CHLORIDE	3.40
0000326	CERULOPLASMIN	6.69
0000310	CARBON DIOXIDE	3.40
0000294	UREA NITROGEN (BUN)	3.40
0000287	BILIRUBIN, TOTAL	3.40
0000285	BILIRUBIN,DIRECT	3.40
0000269	ARSENIC (B)	19.00
0000234	ALKALINE PHOSPHATASE	3.40
0000227	ALDOLASE	4.80
0000223	ALBUMIN	3.40
0000206	ACHR BINDING AB	30.00
11D1	SUSC-1	8.00
11D	ORG ID 1	7.00
0038568	SS A RO AB(IGG)EIA	25.00

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Service Code	Service Name	Proposed Net Price
0037811	HCV GENOTYPE LIPA	195.00
0037102	IGFBP-2	48.00
0034693	TROPONIN-I	25.00
0020253	CBC(DIFF/PLT)W/SMEAR	6.00
0017702	IGVH MUTATION PLASMA	375.00
0016293	IGF I, ECL	25.00
0016088	CENTROMERE AB, EIA	25.00
0010582	SALMONELLA AB EIA	45.00
0010553	STREP AG(A)RFL/CUL	15.00
0010269	PROTEIN ELECT W/REFL	23.32
0008593	LYME DIS IGG/IGM WBA	20.00
0008475	HEP B SURFACE AB QN	20.00
0008435	HCG TOTAL QL	3.62
0007832	SJOGREN'S ANTIBODIES	45.00
0006447	HSV 1/2 HERPESELECT	59.65
0005704	COMP C3C4	40.00
0005042	VITAMIN B1, THIAMINE	35.00
0004847	PREALBUMIN	15.00
0004616	CITRIC ACID, 24HR (U)	104.53
0004554	CULT, MYCOBACT	25.00
0002859	IMCAP, CHEESE MOLD (F82)	6.00
0002857	IMCAP, CHICKEN MEAT (F83)	6.00
0002856	IMCAP, EGG YOLK (F75)	6.00
0002853	IMCAP, CASEIN (F78)	6.00
0002826	IMCAP, PORK (F26)	6.00
0002802	IMCAP, MILK (F2)	6.00
0002801	IMCAP, EGG WHITE (F1)	6.00
0001635	CA 24HR W/ CREAT	45.38
0001633	CALCIUM (U)	45.38
0000978	CEA	36.96
0000964	MEASLES AB IGG, EIA	30.00
0000906	COCCIDIOIDES AB, CF	7.00
0000859	T-3, TOTAL	31.43
0000822	AST	3.40
0000733	POTASSIUM	3.40
0000719	PHOSPHATE 24HR (U)	45.38
0000713	PHENYTOIN	25.00
0000625	MAGNESIUM, (U)	49.26
0000585	LACTIC ACID, (P)	25.00
0000545	IMMUNOGLOBULIN M	4.92
0000542	IMMUNOGLOBULIN E	6.35
0000539	IMMUNOGLOBULIN A	26.75
0000521	HGH	9.00
0000502	HAPTOGLOBIN	18.00
0000501	HEP B CORE AB, TOTAL	21.77

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Service Code	Service Name	Proposed Net Price
0000484	GLUCOSE, PLASMA	3.50
0000449	FATTY ACIDS, FREE	25.00
0000442	STONE RISK DIAG PROF	195.00
0000381	CREATININE (U)	4.53
0000367	CORTISOL, TOTAL	30.19
0000329	CARBAMAZEPINE, TOTAL	8.00
0000303	CALCIUM	3.40
0000296	BUN/CREAT RATIO	3.50
PAM1	CYTOPATH, GYN 1	11.00
0040085	HIV-1 RNA,QN,RT PCR	145.00
0034883	ESTRIOL,SERUM	25.00
0034429	T-3, FREE	55.76
0030289	ESTRADIOL,EXTRACTION	25.00
0023244	ESTRONE	25.00
0011368	PAI-1 4G/5G	75.00
0011363	CHLAMYDIA/GC RNA,TMA	45.00
0008624	MUMPS VIRUS IGG, EIA	12.00
0008477	GLUCOSE, GEST. SCR.	3.50
0008360	LYMPH SUBSET PNL 5	22.00
0007448	SM & SM/RNP ABS	35.00
0005509	AMMONIA (P)	10.16
0001715	TP RAND (U) W/ CREAT	5.52
0000833	PATH REVIEW OF SMEAR	15.00
0000823	ALT	3.40
0000795	AB SCR RFX ID/TITER	6.00
0000793	RETICULOCYTE COUNT	8.00
0000543	IMMUNOGLOBULIN G	4.91
0000467	FOLATE, RBC	18.00
0000461	FIBRINOGEN QN	14.52
0000439	ESTROGEN, TOTAL (S)	15.00
0000418	DIGOXIN	20.00
0000259	MITOCHONDRIAL W/REFL	12.00
0000255	ANTI-DSDNA AB, EIA	15.00
0035645	HCV RNA BY PCR,QT	195.00
0031348	PSA FREE & TOTAL	9.00
0023475	GTT, 3 SPECIMENS	10.50
0017305	CT/NG SDA	35.00
0015983	TESTOSTERONE,T,LC/MS	25.00
0011173	CCP AB IGG	35.00
0007943	CREATININE CLEARANCE	6.53
0000873	TESTOSTERONE, TOTAL	30.00
0000718	PHOSPHATE (AS PHOS)	3.40
0000402	DHEA-SULFATE	51.70
0000265	ASO	3.31
0037386	BNP	20.00

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Service Code	Service Name	Proposed Net Price
0029256	CA125	44.92
0010124	CARDIO CRP	21.00
0007079	LUPUS ANTICOAG W/RFL	20.00
0003930	FECAL LEUKOCYTE STN	6.00
0000606	LIPASE	2.57
0000599	LEAD, (B)	19.50
0000593	LDH, TOTAL	1.00
0000592	CREATINE, 24HR (U)	15.00
0000375	CREATININE	3.40
0000237	AFP,TUMOR (CHIRON)	25.00
0008396	HCG, TOTAL, QN	2.50
0000757	TP 24HR (U) W/CREAT	5.52
0000243	AMYLASE	2.35
0000745	PROGESTERONE	4.14
1UR1	SUSC-1	1.00
0037212	C DIFF TOXIN A&B	22.89
0034838	H.PYLORI AG STOOL	13.00
0036209	ANA TITER&PATTERN	8.00
1UR	ORG ID 1	7.00
0036170	TESTOSTERONE, FR&TOT	35.00
0030264	SHIGA TOXINS E.COLI	12.00
0010019	CULTURE,SALM/SHIG	6.00
0004475	CULT, CAMPYLOBAC.	12.00
0000945	ZINC (P)	15.00
0000921	VITAMIN A	30.00
0000931	VITAMIN E	25.00
0000929	VITAMIN C	30.00
0000571	IRON, TOTAL	1.00
0034123	H.PYLORI IGM AB	10.63
0034122	H.PYLORI IGA AB	13.75
0004021	ESTRADIOL	57.52
0000922	VITAMIN B1, PLASMA	35.00
0029407	H.PYLORI IGG AB	10.30
0008837	PTH,INTACT & CALCIUM	58.05
0000561	INSULIN	9.38
UR1P	PRESUMPTIVE ID 1 M	7.00
0000615	LH	3.35
0004848	HEP B CORE IGM AB	10.00
0000746	PROLACTIN	3.15
0000512	HEP A IGM AB	7.00
0008472	HEP C AB	7.00
0007788	ABO GRP AND RH TYPE	13.00
0000681	OVA AND PARASITE	11.00
0000249	ANA W/RFX	7.00
0004439	VZV IGG AB	30.00

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Schedule: Current National Client FS

Service Code	Service Name	Proposed Net Price
0000470	FSH	3.35
0010314	RENAL FUNC PNL	5.05
0000483	GLUCOSE, SERUM	3.40
0000374	CK, TOTAL	11.55
0007573	IRON, TOTAL, & IBC	1.94
0000622	MAGNESIUM	1.00
0004418	RHEUMATOID FACTOR	7.00
0000395	CULT, (U) ROUTINE	6.50
0000866	T-4, FREE	35.00
0000466	FOLATE, SERUM	3.41
0004420	CRP	3.00
0000763	PTT, ACTIVATED	3.83
0000809	SED RATE BY MOD WEST	2.05
0008847	PRO TIME WITH INR	2.50
0000927	VITAMIN B12	3.41
0000799	RPR MONITOR W/REFL	4.00
0091034	MICROALBUMIN RAND UR	3.97
0008459	CREATININE RAND (U)	4.53
0000802	RUBELLA IMMUNE	3.10
0000498	HEP B SURF AG W/CONF	5.00
0019728	HIV1/2 AB SCR W/RFLS	3.71
0017306	VIT D 25OH LC/MS/MS	29.00
0010165	BASIC METAB PNL	4.66
0005363	PSA, TOTAL	4.00
0000861	T-3 UPTAKE	2.58
0010256	HEPATIC FUNC PNL	4.47
0000867	T-4 (THYROXINE)	2.57
0000482	GGT	1.00
0000457	FERRITIN	2.00
0000905	URIC ACID	1.00
0000899	TSH	2.50
0000496	HEMOGLOBIN A1C	2.50
0006399	CBC (DIFF/PLT)	2.25
0010231	COMP METAB PNL	5.83
0000896	TRIGLYCERIDES	1.00
0000608	HDL-CHOLESTEROL	1.00
0000334	CHOLESTEROL, TOTAL	1.00
0016265	PROCALCITONIN	95.00
0016846	PRA LC/MS/MS	35.00
0008659	D-DIMER QN	25.00
0015043	ACTIN ANTIBODY (IGG)	30.00
0017181	ALDOSTERONE, LC/MS/MS	30.00
0036555	PLASMINOGEN ACT.	35.00
0091002	METHYLMALONIC ACID	95.00
0036362	HOMOCYSTEINE, NU/CON	50.00

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Service Code	Service Name	Proposed Net Price
0036504	HEP A AB,W/REFL IGM	26.79
0008514	SODIUM, RAND (U)	19.53
0017180	17-OHPROGEST.LC/MSMS	30.00
0000306	CALCIUM, IONIZED	25.00
0000267	THYROGLOBULIN AB	8.00
0005081	THYROID PEROXID AB	12.00
0000549	IMMUNOFIXATION, SERUM	75.00
0000926	VITAMIN B6	25.00
0006745	GTT, GESTATIONAL, 4	14.00
0000678	OSMOLALITY (U)	30.00
0000747	PROTEIN ELECTRO.	23.32

14.4 TAB D – Extent to Which the Vendors Services Meet the City's Needs



DELIVERING VALUE FOR YOUR PRACTICE

Quality You Deserve

As the nation's leading provider of diagnostic testing, information and services, Quest Diagnostics strives to raise the quality of healthcare delivery in the United States. Quality is not just our commitment it is our passion.

Six Sigma is a rigorous, data-centered approach to process improvement with the goal of delivering "virtual perfection" - meaning consistently high quality. We understand that every specimen collected represents a life. A mother, father or entire family may be affected by its results. As part of our commitment to you and your patients, we have implemented a Specimen Tracking system to ensure the safety and integrity of every specimen. Using a mobile tracking device, we scan and track each specimen every step of the way until it arrives safely in our lab.

Quest Diagnostics began its Six Sigma journey in 2000 and is committed to being a Six Sigma Company in the eyes of its clients, employees and shareholders. Quest Diagnostics has a heritage of focusing on quality. We are proud that Quest Diagnostics Nichols Institute was the first laboratory in North America to achieve ISO 9001 Certification in 1998.



DELIVERING VALUE FOR YOUR PRACTICE

Our Solution

Since 1967, Quest Diagnostics has committed to assisting physician practices in caring for their patients. Our goal is to help you enhance patient care and streamline operations. In the following proposal, we'll discuss how we can help your practice deliver outstanding patient outcomes, while achieving higher productivity, and identifying the benefits associated with these higher efficiencies.

To meet your current needs and help you achieve your future objectives, Quest Diagnostics proudly offers the following solution for **The City of Laredo.**

Patient Education Materials

Quest Diagnostics is a great source for patient education materials through printed brochures as well as our website that provide important facts about key diseases and conditions in clear, easy-to-understand language. These resources save you time and help your patients better prepared to manage their own health care needs.

Turn Around Time

Quest Diagnostics provides 24 hour or less result turnaround time for more than 97% of the most commonly ordered tests, so long waits for results won't delay patient care.

Breadth of menu - (including biopsy, clinical, cytology and esoteric)

With access to more than 3,400 diagnostic tests, you can feel confident we offer the right test for even your most complicated clinical situation - from the most commonly ordered tests to complex esoteric tests - all from one laboratory.

Care 360

Quest Diagnostics provides 24/7 access and greater efficiencies in managing lab orders and results. Automated features reduce risk of human error and simplify routine tasks, such as filing Advanced Beneficiaries Notices, checking medical necessity, or searching for diagnosis codes.

Pain Management

Quest Diagnostics pain management testing allows physicians to track and monitor patients being treated for chronic pain, supporting good clinical decisions and helping prevent abuse or diversion. Ordering and testing processes are streamlined, and results are fast.



DELIVERING VALUE FOR YOUR PRACTICE

Caring for Your Specimen

- 95% of routine tests are reported by 8 am the next day, helping to ease patient anxiety and expedite treatment decisions.
- 98% of tests are performed locally, for faster turnaround and fewer errors in specimen handling.

Access to Advanced Testing

Quest Diagnostics Nichols Institute

Bi-coastal Esoteric Testing Laboratories

Our highly-specialized diagnostics laboratories and center for scientific innovation, the Nichols Institute is specifically designed to serve the esoteric testing needs of its hospital clients. Nichols Institute brings together more than 800 MDs and PhDs to develop and deliver high-quality esoteric reference and testing services.

Nichols Institute subspecialties include:

- Allergy and Immunology
- Cardiovascular
- Coagulation
- Endocrinology
- Genetics
- Hematology/Oncology
- Infectious Diseases
- Pediatrics



DELIVERING VALUE FOR YOUR PRACTICE

14.5 TAB E – References



DELIVERING VALUE FOR YOUR PRACTICE

Local Client References

Gonzaba Medical Group

Contact: Christy Gonzaba-Garcia

Phone: 210-431-4527

email: christygarcia@gonzaba.com

South Alamo Medical Group

Contact: Johnny Massiate

Phone: 210-222-0333

email: jmassiate@samedgrp.com

Northeast OBGyn

Contact: Amanda Moreno

Phone: 210-653-5501

email: amoreno@ne-obgyn.com



DELIVERING VALUE FOR YOUR PRACTICE

14.6 TAB F – The bidder's past relationship with the City of Laredo/other governmental agencies



DELIVERING VALUE FOR YOUR PRACTICE

Laboratory Services Agreement

Quest Diagnostics has been a long term laboratory provider for the City of Laredo Health Department clinics including Buena Vida, La Familia, Maternity, Family Planning, CPRIT, the HIV/STD Clinic, and the TB Clinic. Since 2001 Quest has consistently provided quality care for the City of Laredo employees and their families. Including but not limited to the following services:

- **Courier Services**
- **Interface with current EMR system.**
- **A secure website which supports order entry, result review and printing. This is provided through our Care360 lab order and entry system. Any upgrades are provided free of charge.**
- **Provision of specimen collection supplies.**
- **Provide updated Directory of Services on an annual basis.**
- **Local Patient Service center**

We appreciate the opportunity to continue to serve the City of Laredo's patients and employees. We value our relationship and look forward to continuing our long standing relationship.



DELIVERING VALUE FOR YOUR PRACTICE

City Council-Regular

Meeting Date: 04/18/2016

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 March 2016, represent a decrease of \$12,996.58. 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:

Budgeted 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 \$12,996.58".

Attachments

March 2016 Adjustments

ENTITY/YR	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
CCF 15	25.00	.00	.00	.00	.00	.00	.00	.00
CCF TOTALS	25.00	.00	.00	.00	.00	.00	.00	.00
LARE 10	.00	.00	.00	141.22	.00	.00	141.22	141.22
LARE 11	.00	.00	.00	141.22	.00	.00	141.22	141.22
LARE 12	.00	.00	.00	141.22	.00	.00	141.22	141.22
LARE 13	.00	.00	.00	141.22	.00	.00	141.22	141.22
LARE 14	.00	.00	.00	5318.22	1.56	.00	7320.71	6297.83
LARE 15	.00	58.75	14086.40	14643.33	27158.42	.00	19297.25	16887.48
LARE TOTALS	.00	58.75	14086.40	20526.43	27159.98	.00	27182.84	23750.19
RP10 10	.00	.00	.00	14.12	.00	.00	14.12	14.12
RP10 TOTALS	.00	.00	.00	14.12	.00	.00	14.12	14.12
RP11 11	.00	.00	.00	14.12	.00	.00	14.12	14.12
RP11 TOTALS	.00	.00	.00	14.12	.00	.00	14.12	14.12
RP12 12	.00	.00	.00	14.12	.00	.00	14.12	14.12
RP12 TOTALS	.00	.00	.00	14.12	.00	.00	14.12	14.12
RP13 13	.00	.00	.00	14.12	.00	.00	14.12	14.12
RP13 TOTALS	.00	.00	.00	14.12	.00	.00	14.12	14.12
RP14 14	.00	.00	.00	14.12	.00	.00	14.12	14.12
RP14 TOTALS	.00	.00	.00	14.12	.00	.00	14.12	14.12
RP15 15	.00	.00	.00	6.61	.00	.00	12.31	146.90
RP15 TOTALS	.00	.00	.00	6.61	.00	.00	12.31	146.90
RTN 15	175.00	.00	.00	.00	.00	.00	.00	.00
RTN TOTALS	175.00	.00	.00	.00	.00	.00	.00	.00
SUPP 10	332.58	.00	.00	.00	.00	.00	.00	.00
SUPP 11	351.52	.00	.00	.00	.00	.00	.00	.00
SUPP 12	334.22	.00	.00	.00	.00	.00	.00	.00
SUPP 13	1077.11	.00	.00	.00	.00	.00	.00	.00
SUPP 14	2785.86	.00	.00	.00	.00	.00	.00	.00
SUPP 15	2728.05	.00	.00	2.28	.00	.00	2.28	1689.64
SUPP TOTALS	7609.34	.00	.00	2.28	.00	.00	2.28	1610.70
TOTALS	7809.34	58.75	14086.40	20605.92	27159.98	.00	27268.03	27268.03

MARCH 2016

2015
Prior
RP10
RP11
RP12
RP13
RP14
RP15
Supp
Supp P.
CCF
RTN
14,643.33
5,883.10
14.12
14.12
14.12
14.12
14.12
6.61
2,725.77
4,881.29
25.00
175.00
12,796.58

2015
Prior
RP10
RP11
RP12
RP13
RP14
RP15
Supp
Supp P.
CCF
RTN
14,643.33
5,883.10
14.12
14.12
14.12
14.12
14.12
6.61
2,725.77
4,881.29
25.00
175.00
12,796.58

C.C. AGENDA

2015	12,726.66
Prior	5,113.32
RP10	14.12
RP11	14.12
RP12	14.12
RP13	14.12
RP14	14.12
RP15	< .21 >
Supp	< 1,606.14 >
Supp P.	< 1,689.64 >
	<hr/>
	14,614.59

PAYMENT RECAP TOTALS BY YEAR/ADJUSTMENT CODE

YR/ADJ CODE	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
10	141.22	.00	.00	.00	.00	.00	141.22	TRANSFERS FROM
10	.00	.00	.00	.00	.00	.00	141.22	TRANSFERS TO
10	14.12	.00	.00	.00	.00	.00	14.12	TRANSFERS FROM
10	.00	.00	.00	.00	.00	.00	14.12	TRANSFERS TO
15	155.34	.00	.00	.00	.00	155.34	.00	
11	141.22	.00	.00	.00	.00	.00	141.22	TRANSFERS FROM
11	.00	.00	.00	.00	.00	.00	141.22	TRANSFERS TO
11	14.12	.00	.00	.00	.00	.00	14.12	TRANSFERS FROM
11	.00	.00	.00	.00	.00	.00	14.12	TRANSFERS TO
11	155.34	.00	.00	.00	.00	155.34	.00	
12	141.22	.00	.00	.00	.00	.00	141.22	TRANSFERS FROM
12	.00	.00	.00	.00	.00	.00	141.22	TRANSFERS TO
12	14.12	.00	.00	.00	.00	.00	14.12	TRANSFERS FROM
12	.00	.00	.00	.00	.00	.00	14.12	TRANSFERS TO
12	155.34	.00	.00	.00	.00	155.34	.00	
13	141.22	.00	.00	.00	.00	.00	141.22	TRANSFERS FROM
13	.00	.00	.00	.00	.00	.00	141.22	TRANSFERS TO
13	14.12	.00	.00	.00	.00	.00	14.12	TRANSFERS FROM
13	.00	.00	.00	.00	.00	.00	14.12	TRANSFERS TO
13	155.34	.00	.00	.00	.00	155.34	.00	
14	3434.62	.00	.00	.00	.00	.00	3434.62	TRANSFERS FROM
14	.00	.00	.00	.00	.00	.00	3434.62	TRANSFERS TO
14	.26	.03	.02	.04	.00	.00	.35	TRANSFERS TO
14	443.03	.00	.00	.00	.00	1.56	1.56	CREDIT REFUND
14	589.10	53.05	58.28	83.02	.00	.00	637.38	TRANSFERS FROM
14	14.12	48.84	75.89	15.57	.00	.00	729.40	TRANSFERS TO
14	.00	.00	.00	.00	.00	.00	14.12	TRANSFERS FROM
14	.00	.00	.00	.00	.00	.00	14.12	TRANSFERS TO
14	100.26	.00	.00	.00	.00	.00	100.26	TRANSFERS FROM
14	.00	.00	.00	.00	.00	.00	100.26	TRANSFERS TO
14	1500.39	.00	.00	.00	.00	.00	1500.39	TRANSFERS FROM
14	.00	.00	.00	.00	.00	.00	1500.39	TRANSFERS TO
14	32.98	3.96	4.29	.00	.00	.00	1600.65	TRANSFERS FROM
14	2063.12	44.82	45.01	69.50	.00	.00	2222.45	TRANSFERS TO
14	2872.92	36.68	58.35	4.09	.00	3447.18	665.20	
15	8580.78	.00	.00	.00	.00	.00	8580.78	TRANSFERS FROM
15	.00	.00	.00	.00	.00	.00	8580.78	TRANSFERS TO
15	APCR	.00	.00	.00	.00	.00	940.12	TRANSFERS FROM
15	APCR	.00	.00	.00	.00	.00	940.12	TRANSFERS TO
15	CBR	.00	.00	.00	.00	.00	939.77	TRANSFERS TO
15	CHBK	.00	.00	.00	.00	.00	27158.42	CREDIT REFUND
15	NSF	3781.10	41.78	65.18	.00	9179.32	9179.32	PAYMENT VOID
15	OTHER	478.19	.00	.00	.00	10.00	4128.89	PAYMENT VOID
15	OTHER	2004.72	11.09	.00	.00	.00	478.19	PAYMENT VOID
15	OTHER	1993.25	7.39	.00	.00	196.28	2272.42	TRANSFERS FROM
15	PR	54.91	.55	.00	.00	135.40	2180.40	TRANSFERS TO
15	SCP	88.99	.00	.00	.00	.00	58.75	PAYMENT REFUND
15	SCP	.00	.00	.00	.00	.00	88.99	TRANSFERS FROM
15	SCP	.00	.00	.00	.00	88.99	88.99	TRANSFERS TO

TAX ADJUSTMENT LISTING
 3/01/16 - 3/31/16
 BY TRANSACTION DATE
 PAYMENT RECAP TOTALS BY YEAR/ADJUSTMENT CODE

YR/ADJ CODE	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
15 SSPT	1664.41	.00	.00	.00	.00	.00	1664.41	TRANSFERS FROM
15 SSPT		.00	.00	.00	.00	.00	1664.41	TRANSFERS TO
15 STOP	280.37	16.82	2.81	.00	.00	1664.41	300.00	PAYMENT VOID
15 TF	325.88	.00	.00	.00	.00	.00	325.88	TRANSFERS FROM
15 TF	.00	.00	.00	.00	.00	.00	325.88	TRANSFERS TO
15 TRNF	1647.39	11.10	1.85	.00	.00	325.88	5439.24	TRANSFERS FROM
15 TRNF	4853.41	6.28	1.05	.00	.00	3778.90	4864.85	TRANSFERS TO
15 TOTALS	11120.31	271.73	49.64	65.18	.00	30463.47	41970.33	
TOTALS	14614.59	235.05	8.71	69.27	.00	26394.93	41305.13	

PREPARED 3/31/16, 17:47:28
PROGRAM TX450L
City of Laredo

3/01/16 - 3/31/16 TAX PERIOD-TO-DATE RECAP
TAX YEAR 2015 ALL ROLL CODES

PAGE 78

GEO-BASED
ALL ENTITIES

	PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	TRANSACTIONS THIS PERIOD ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
BASE TAX BILLED	75,049,611.30		1,786.40	13,510.57-	11,724.17-	75,037,887.13
- BASE TAX PAID	67,089,203.76	1,692,671.11	3,312.25-	7,808.06-	11,120.31-	68,770,754.56
- BASE PAID FROM DEFERRED						
+/- ADJUSTMENTS TO UNPAID TAX						
= OUTSTANDING BASE TAX	7,960,407.54					6,267,132.57

CHARGES LEVIED
CHARGES PAID
+/- ADJUSTMENTS TO UNPAID CHARGES
= OUTSTANDING CHARGES

OTHER PAID:

PENALTY						
INTEREST	125,253.75	98,624.39	181.49-	90.24-	271.73-	223,606.41
COLLECTION FEE	20,896.52	25,955.06	34.61-	15.03-	49.64-	46,801.94
DISCOUNT	3,823.64	4,985.93	65.18-		65.18-	8,744.39
UNAPPLIED						
DEFERRED	77,962.91	10,891.19	140.49	30,603.96-	30,463.47-	58,390.63
TOTAL PAID	67,317,140.58	1,833,127.68	3,453.04-	38,517.29-	41,970.33-	69,108,297.93

	PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	THIS PERIOD ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	GEO-BASED ALL ENTITIES	ENDING BALANCES
BASE TAX BILLED	1096,898,447.56		4,979.05	17,775.63-	12,796.58-1096,885,650.98		
BASE TAX PAID	1084,964,960.44	1,791,826.30	3,297.39-	11,317.20-	14,614.59-1086,742,172.15		
BASE PAID FROM DEFERRED							
ADJUSTMENTS TO UNPAID TAX	2,734.03-						
OUTSTANDING BASE TAX	11,930,753.09						2,734.03-
							10,140,744.80

CHARGES LEVIED
 CHARGES PAID
 +/- ADJUSTMENTS TO UNPAID CHARGES
 = OUTSTANDING CHARGES

OTHER PAID:

PENALTY	21,048,790.64	109,587.89	182.50-	52.55-	235.05-	21,158,143.48
INTEREST	6,854,253.58	53,552.02	33.43-	42.14	8.71	6,907,814.31
COLLECTION FEE	10,731,249.09	24,233.59	80.21-	10.94	69.27-	10,755,413.41
DISCOUNT						
UNAPPLIED	69,650.48	10,938.66	140.49	26,535.42-	26,394.93-	54,194.21
DEFERRED						
TOTAL PAID	1123,668,904.23	1,990,138.46	3,453.04-	37,852.09-	41,305.13-1125,617,737.56	

City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Jesus Olivares, City Manager

Staff Source: Roberto Murillo, P.E., P.T.O.E., Traffic Manager

SUBJECT

Consideration to authorize the installation of two (2) asphalt type speed humps along Longshadow Road, between McPherson Drive and Fenwick Drive, under the Special Provision of the Speed Hump Installation Policy. Project costs are estimated at \$4,000.00 and funding will be made available from District V Discretionary Funds.

(Approved by Operations Committee)

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

On September 20, 2010 the Speed Hump Installation Policy was amended and adopted with the new changes by the City of Laredo. The Policy includes criteria for installation and cost sharing between the City and property owners. The Policy also includes a special provision for installation of speed cushions which was also revised to include some minimal conditions that are recommended be satisfied before considering installation of speed cushions under the special provision. SPECIAL PROVISION FOR INSTALLATION: Where it is determined that a specific traffic safety hazard exists City Council may request the installation of a speed cushion(s) through this special provision only after a study has been conducted and determined that a speed cushion(s) was not warranted by the minimum guidelines of this policy. City Council will exercise the option to use this special provision provided that the following minimum guidelines are met : 1. Minimum 85th percentile speed of 30 MPH 2. Minimum street length of 700 Ft. 3. Chief of Police and Chief of Fire Department approval 4. Approval by 75% of residents within 300 feet of proposed speed cushion(s) location. 5. Minimum of one Official Accident Report within a one year period prior to date of official speed cushion request. 6. Geometric characteristic of the affected section of street does not create a safety hazard for the motoring public if a speed cushion is installed or creates a drainage issue as recommended by Engineer. City Council will make the final decision to install the speed humps under this special provision and could require the use of their respective discretionary funds for the cost involved in the installation of the speed hump(s).

A study was conducted October 6, 2015 for the installation of speed humps on

Longshadow Road, between McPherson Drive and Fenwick Drive. Traffic count data (24 hours) showed that 223 vehicles were traveling westbound with an 85th percentile speed of 33.3 MPH and 127 vehicles traveling eastbound with an 85th percentile speed of 31.9 MPH therefore not meeting the speed criteria of minimum of 35MPH. This location did not qualify for the installation of speed cushions. The approval from Fire and Police Department is a requirement for consideration on the installation of speed humps under the Special Provision. Fire Dept. did not approve the installation of speed humps on this street. Staff is recommending against the installation of speed humps on Longshadow Road.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends against the installation of speed humps on Longshadow Road.

Fiscal Impact

Fiscal Year: 2016
Budgeted Y/N?:
Source of Funds: Bond
Account #: 466-9853-535-4762
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding from District V Discretionary Funds

Attachments

LongshadowRdSpeedHump



City of Laredo
Traffic Safety Department
Engineering Section



Special Provision
Speed Hump Study
At

Longshadow Rd
March 2016

Includes:

Traffic Counts	Signatures	Speed Study	Accident Data
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Minimum Qualifications for Speed Cushions:

N/A= Not Applicable

Q= Qualifies

N/S=Not Satisfied

N/E=Not Evaluated

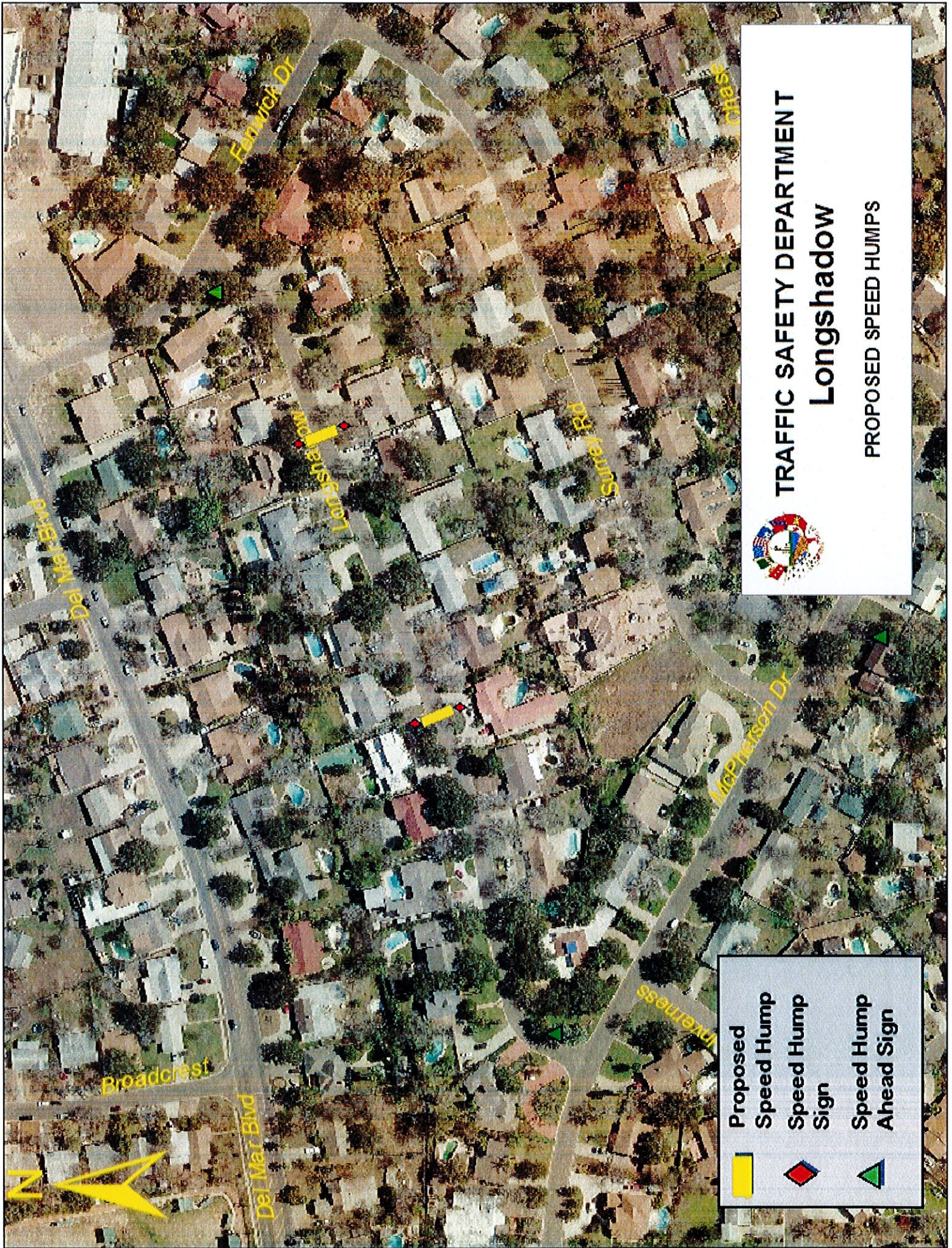
Minimum 85 th percentile speed of 30 MPH	Q
Minimum street length of 700 ft	Q
Chief of Fire department approval	N/S
Chief of Police department approval	Q
Approval by 75% of residents within proposed speed cushion(s) project location	N/E
Accident report within one year	N/E
Geometric characteristics of the street	Q
Street must not be classified as a Major Collector or an Arterial	Q

Findings:

The results of the special provision evaluation indicated that minimum guidelines are not met.

Staff recommendation:

Staff recommends against the installation of speed cushions along Longshadow Rd under the special provision.



TRAFFIC SAFETY DEPARTMENT

Longshadow

PROPOSED SPEED HUMPS



City of Laredo
Traffic Safety Division

Fire Department
Speed Cushions Installation Approval

April 1, 2016

A request for placement of speed humps along Longshadow Rd between Mcpherson Dr and Fenwick Dr (attached Figure 1) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f. - speed cushions should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.** An approval from the Fire Department is being requested for the installation of the proposed speed humps along Longshadow Rd between Mcpherson Dr and Fenwick Dr. The approval of this installation is needed to initiate and complete the speed hump installation process.

Approve
Installation: _____

Reasons/Comments:

Deny
Installation: _____

*Speed humps/cushions may delay
Response times.
They May Cause further injury to
Patients with head/spinal
injuries.*


Steve Landin
Fire Chief

Date: 4 / 4 / 16



City of Laredo

Traffic Safety Division

Police Department

Speed Cushions Installation Approval

April 1, 2016

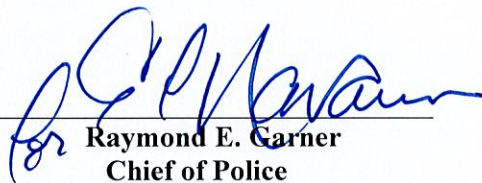
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Approve
Installation: ☒

Reasons/Comments:

*Does not hinder police
Response enough to warrant
disapproval*

Deny
Installation: ☐


for Raymond E. Garner
Chief of Police

Date: 04/04/16

City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Jesus Olivares, City Manager

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

SUBJECT

Authorizing City Manager to award a contract to LNV, Inc. of Corpus Christi, Texas in the amount of \$214,258.00 for the Feasibility Study on Ammonia Removal for Zacate Creek & Unitec Wastewater Treatment Plants. Funding is available in the 2010 Sewer Revenue Bond. **(Approved by Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

On January 19, 2016 City Council approved the selection of engineering consultant, LNV, Inc. and authorized the City Manager to negotiate a contract for the Feasibility Study on Ammonia Removal for Zacate WWTP.

BACKGROUND

While City staff was confirming the scope of services on the feasibility study on the ammonia removal for Zacate WWTP with LNV, Inc., the Unitec Wastewater Treatment Plant was also facing the similar regulatory compliant issues with high concentration of ammonia in the effluent. A study to evaluate the treatment process and equipment performance and provide recommendations on operations/addition of equipment and/or other ammonia treatment processes similar to the Zacate WWTP to reduce ammonia concentration is warranted. As both studies required for Zacate WWTP and Unitec WWTP are similar, staff deemed reasonable to negotiated with LNV, Inc., in the same contract to reduce cost. After confirmation on the scope of services and negotiated on the contract sum, LNV, Inc., provided a proposal that is deemed reasonable per scope of services.

COMMITTEE RECOMMENDATION

Finance and Operations Committee

STAFF RECOMMENDATION

Approval of Motion

Fiscal Year: 2016
Budgeted Y/N?: Y
Source of Funds: 2010 Sewer Revenue Bond
Account #: 559-4284-538-5913
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is available in the 2010 Sewer Revenue Bond, Account #559-4284-538-5913

Attachments

Proposal for Ammonia Removal



engineers | architects | contractors

Solutions Today with a
Vision for Tomorrow

April 4, 2016

Mr. Riazul I. Mia, P.E., C.F.M.
Utilities Director,
City of Laredo
5816 Daugherty Ave.
Laredo, TX 78041

Re: Fee Proposal for the Zacate Creek Wastewater Treatment Plant (WWTP) Ammonia Removal Feasibility Study, and for the Ammonia Removal Evaluation at the Unitec WWTP

Dear Mr. Mia:

LNV is pleased to present the City of Laredo (**CLIENT**) with the following proposal for professional services regarding engineering services for the Zacate Creek WWTP Ammonia Removal Feasibility Project and the Unitec WWTP.

Project Description

It is LNV's project understanding that the **CLIENT** is interested in performing a study to determine increased ammonia removal capacity at the existing wastewater treatment plant. The project includes: analysis of the existing facilities, some of which have been modified to maximize treatment capability by the City staff; sample collection needed for biological modeling; development of alternative modified processes; performing biological modeling exercises; drafting a letter to the TCEQ regarding practical steps that could be taken to improve ammonia removal; and production of an engineering memorandum report that will summarize project activities and offer recommendations for changes to the existing facilities.

The primary purpose of this portion of the project is to provide the City with documentation that will indicate if improved ammonia removal can be achieved and if current processes can be modified at minimal cost on this site. Per previous instruction during our March 10, 2016 meeting, the Test America Laboratory in Corpus Christi was contacted to forward a quote for analysis of samples that will not be performed onsite. This cost and costs of anticipated shipping from Laredo to Corpus Christi via bus has been included as an additional service, should the City decide to have LNV provide this service.

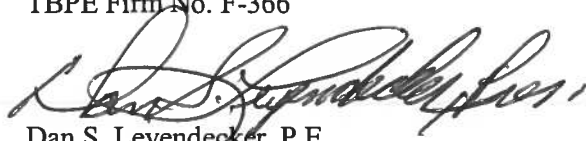
The Unitec WWTP serves the industrial park north of the City at the intersection of Interstate 35 and FM 1472. An evaluation of the plant is needed to document current operations, determine the plant's capacity to remove ammonia, and to recommend future modifications for improved operations. An Evaluation Report containing a summary of inspection findings and document reviews, recommended changes, and an implementation schedule will be developed and submitted to TCEQ for their review and approval.

Thank you for the opportunity to present this proposal. If you have any questions or comments about this proposal, please feel free to contact me at 956-462-5511 or at danl@lvinc.com.

Mr. Riazul I. Mia, P.E., C.F.M.
Fee Proposal for Zacate Creek and Unitec WWTPs Ammonia Removal Studies
March 21, 2016
Page 2 of 10

For authorization to proceed, please sign and return the attached Contract for Services.

Sincerely,
LNV, Inc.
TBPE Firm No. F-366

A handwritten signature in black ink, appearing to read "Dan S. Leyendecker", is written over a horizontal line.

Dan S. Leyendecker, P.E.
President

Enclosures: Contract for Service
 General Terms and Conditions

CONTRACT FOR SERVICES

This contract is made this ____ day of _____, **2016**, by and between *LVN, Inc.* of 6010 McPherson Road, Suite 110, Laredo, Texas 78041 hereinafter referred to as **PROVIDER** and City of Laredo Utilities Department of 5816 Daugherty Ave, Laredo, TX 78041 hereinafter referred to as **CLIENT**.

Provider hereby agrees to perform the following Engineering services for **CLIENT**:

SCOPE OF WORK **Civil Engineering** **Services**

BASIC SERVICES:

PART A: Zacate Creek Wastewater Treatment Plant Ammonia Removal Feasibility Study

Task 1: Kick off Meeting to confirm project scope and goals

- a. Confirm future plans for wastewater treatment flow management, current issues, and define project success.

Task 2: Evaluate Existing Wastewater Treatment Plant

- a. Visit plant site with Project Core team.
- b. Obtain current plant sampling and process control testing protocol.
- c. Secure remaining needed plans, data and records.
- d. Review existing available data, and its quality for possible use as modeling input data points.
- e. Document anticipated flow rates from the Master Plan, validate treatment unit capacities.
- f. Define the existing limiting treatment unit(s), evaluate existing nitrification capacities and firm process transfer pumping capacities.
- g. Evaluate existing nitrification capacity.

Task 3: Assess Alternative Nitrification Processes

- a. Secure approval of candidate alternatives, perform hydraulic analysis for each candidate alternative.
- b. Document site limitations.
- c. Establish nitrification capacity for each approved alternative (based on current TCEQ design criteria)
- d. Execute approved site specific Sampling Plan for model input.
- e. Identify optimization opportunities, determine minimal process changes/modifications to current facilities for each candidate alternative to improve nitrification.
- f. Determine ancillary, non-biological, process treatment needs.
- g. Define modeling parameters for each candidate alternative. Adjust model for onsite conditions, flows, permit requirements, and future process modifications for each

candidate alternative.

- h. Establish matrix screening criteria and assigned weights to each criteria for evaluation of each alternative. Submit to the City for review and approval.
- i. Meet with City staff to review project status and identify key cost and non-cost criteria.
- j. Review input data and request any additional needed data or sampling.
- k. Perform modeling exercises for each alternative with the least amount of changes/modifications required to current facilities.
- l. Review and document modeling data results for each alternative.
- m. Finalize rankings and develop a recommendation for the highest ranking solution .

Task 4: Engineering Memorandum / Regulatory Compliance

- a. Prepare plan of action letter and submit to the TCEQ.
- b. Provide estimates for capital and operational costs and timelines for each alternative.
- c. Prepare Preliminary Engineering Memorandum summarizing findings and recommendations.
- d. Hold a Draft Engineering Memorandum Workshop with the City for staff input. Incorporate City comments into the Final Memorandum.
- f. QA/QC
- e. Submit the Engineering Memorandum to TCEQ for their review and comment.

PART B: Unitec Wastewater Treatment Plant Ammonia Removal and Evaluation Study

Task 1: Kick off Meeting to confirm project scope and goals

- a. Discuss future wastewater flow increases and permit requirements, current issues, and define project success

Task 2: Evaluate Existing Wastewater Treatment Plant

- a. Obtain and review current plant sampling and process control testing protocol.
- b. Secure remaining needed plans, data and records.
- c. Document plant changes already installed and develop a timeline for those installations.
- d. Review monitoring and sampling data.
- e. Determine if additional sampling and process control testing is warranted.
- f. Perform a site Inspection - confirm unit sizes, mechanical equipment specifications, flows through the plant, process control procedures, wasting procedures.
- g. Perform a hydraulic evaluation of the plant. Determine a maximum hydraulic flow.
- h. Validate treatment unit capacities according to 30 TAC 217 rules.
- i. Define existing limiting treatment units and equipment.
- j. Define existing process pumping capacities.
- k. Evaluate existing nitrification capacity.
- l. Define obstacles and challenges.

Task 3: Perform Service Area Growth & Flow Analysis

- a. Analyze flow data and document rates of increase.
- b. Determine anticipated growth rate for the service area.
- c. Estimate attainment of permit 75% and 90% discharge permit milestones.

Task 4: Determine Needed WWTP Improvements for 0.18 MGD

- a. Define alternative solutions to challenges and obstacles.
- b. Define low cost adjustments to improve ammonia removal.
- c. Define & prioritize needed plant improvements.
- d. Define improvements requiring engineering design.

Task 5: Regulatory Compliance / WWTP Evaluation Report

- a. Prepare letter of intent / plan of action to the TCEQ.
- b. Meet with the TCEQ and City to discuss proposed improvements & schedule for implementation of additional improvements to maintain ammonia removal.
- c. Determine time allowed for TCEQ submittals.
- d. Summarize findings of Inspection, Document Reviews.
- e. Develop Exhibits for improvements needing engineering design
- f. Perform & include calculations on proposed improvements to address 30 TAC 217 requirements.
- g. Provide cost estimates for improvements requiring professional engineering designs.
- h. Finalize improvement implementation schedule.
- i. Draft evaluation report and submit to City for review & comment.
- j. Incorporate City comments into the final report.
- k. QA/QC
- l. Submit to TCEQ & address any comments/questions.

ADDITIONAL SERVICES:

PART A: Zacate Creek Wastewater Treatment Plant Ammonia Removal Feasibility Study

Task A: Additional Sample Analyses and Shipping TBD

- A. Laboratory Fees.
- B. Shipping Fees.

Task B: Additional Coordination with TCEQ TBD

- A. Coordination with TCEQ on permit compliance issues such as but not limited to: WET Testing, TRE, deadlines, permit limit exceedances, and contents of the Engineering Memorandum to be developed for this project, are not included in this contract.

Task C: Engineering design documents / Construction Drawings TBD

- A. Engineering documents such as preliminary engineering reports, plans and specifications, have not been included in this contract at this time.

ADDITIONAL SERVICES:

PART B: Unitec WWTP Ammonia Removal and Evaluation Study

Task A: Additional Coordination with TCEQ TBD

- A. Coordination with TCEQ is limited to discussion of existing and proposed improvements to the Unitec WWTP, submittal of and schedule of improvements implementation, discussion on contents of the Evaluation Report, and Approval of the Report. Determination, discussion and evaluation of improvements required for the next expansion of the WWTP to treat flows above 0.18 MGD are not included in this contract at this time.
- B. Completion of TCEQ permit documentation and application forms for the next plant expansion that will treat flows above 0.18 MGD have not been included in this contract at this time.

Task B: Engineering design documents / Construction Drawings TBD

- A. Engineering documents such as preliminary engineering reports, plans and specifications have not been included in this contract at this time. Calculations, initial cost estimates and exhibits related to improvements approved by the City that will be implemented at this WWTP will be included in the Evaluation Report under this contract.

SCHEDULE:

Provider shall perform said service and acts attendant thereto with a reasonable standard of care. Provider shall not be held to a higher standard of care unless specifically agreed to by the parties and said agreement is spelled out herein as a condition to this contract.

PROVIDER is authorized to commence work on the Project upon execution of this **CONTRACT FOR SERVICES** and agrees to complete the services in accordance with the following schedule:

PART A: Zacate Creek Wastewater Treatment Plant Ammonia Removal Feasibility Study

Task 1: Kick Off Meeting to confirm project scope and goals	14 Days following written notice to proceed (NTP) from CLIENT
Task 2: Evaluate Existing Wastewater Treatment Plant	45 days after completion of Task 1
Task 3: Assess Alternative Nitrification Processes	90 Days after completion of Task 2
Task 4: Engineering Memorandum / Regulatory Compliance	14-30 Days following Completion of Task 3

PART B: Unitec WWTP Ammonia Removal and Evaluation Study

Task 1: Kick off Meeting confirm project scope and goals	14 Days following written notice to proceed (NTP) from CLIENT
Task 2: Evaluate Existing Wastewater Treatment Plant	45 days after completion of Task 1
Task 3: Perform Service Area Growth & Flow Analysis	14 days after completion of Task 2
Task 4: Determine Needed Improvements for 0.18 MGD	30 days after completion of Task 2
Task 5: Regulatory Compliance / WWTP Evaluation Report	21-30 Days after completion of Task 4

LNV proposes to perform the above-listed *Scope of Work* items for the following lump sum fees:

BASIC SERVICES PART A:

Zacate Creek Wastewater Treatment Plant Ammonia Removal Feasibility Study

TASK 1	KICK OFF MEETING	\$ 1,361
TASK 2	EVALUATE EXISTING WASTEWATER TREATMENT PLANT	\$ 29,030
TASK 3	ASSESS ALTERNATIVE NITRIFICATION PROCESSES	\$ 103,819
TASK 4	REGULATORY COMPLIANCE/ENGINEERING MEMORANDUM	\$ 31,790

SUB-TOTAL: \$ 166,000

ADDITIONAL SERVICES PART A:

TASK A	SAMPLE ANALYSES AND SHIPPING	\$ TBD
TASK B	ADDITIONAL COORDINATION WITH TCEQ	\$ TBD
TASK C	ENGINEERING DESIGN DOCUMENTS/CONSTRUCTION DOCUMENTS	\$ TBD

SUB-TOTAL: \$ TBD

PART A TOTAL SERVICES **\$ 166,000**

**Anticipated shipping and laboratory fees to be paid to laboratory and shipper by the City of Laredo.*

BASIC SERVICES PART B:
Unitec WWTP Ammonia Removal and Evaluation Study

TASK 1	KICK OFF MEETING	\$ 1,120
TASK 2	EVALUATE EXISTING WASTEWATER TREATMENT PLANT	\$ 17,138
TASK 3	PERFROM SERVICE AREA GROWTH AND FLOW ANALYSIS	\$ 4,660
TASK 4	DETERMINE WWTP IMPROVEMENTS FOR 0.18 MGD	\$ 5,430
TASK 5	REGULATORY COMPLIANCE / WWTP EVALUATION REPORT	\$ 19,910

SUB-TOTAL: **\$ 48,258**

ADDITIONAL SERVICES PART B:

TASK A: ADDITIONAL COORDINATION WITH TCEQ FOR PLNT EXPANSION	\$ TBD
TASK B: ENGINEERING DESIGN DOCUMENTS / CONSTRUCTION DRAWINGS	\$ TBD

PART B TOTAL SERVICES **\$ 48,258**

GRAND TOTAL Parts A and B (BASIC SERVICES) **\$ 214,258**

GRAND TOTAL Parts A and B (BASIC + ADDITIONAL SERVICES) **\$ TBD**

Our proposal is based on the following assumptions and exclusions:

- Engineering fees included in this proposal only apply to items specifically listed in this proposal.
- Public meetings are not included.
- Any additional services required by the **CLIENT** which may arise and are not outlined above shall be compensated for on an hourly basis or negotiated to a lump sum fee.
- Significant schematic design requested by the **CLIENT** during preparation of the Engineering Memorandum shall be conducted as an Additional Service at an hourly rate.

Any additional work not listed in the above Scope of Work will be performed on a time and material basis.

Mr. Riazul I. Mia, P.E., C.F.M.
Fee Proposal for Zacate Creek and Unitec WWTPs Ammonia Removal Studies
March 21, 2016
Page 9 of 10

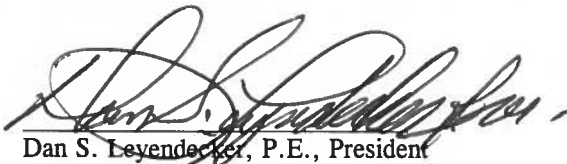
This budget figure will not be exceeded without writing modification of this Agreement. The additional services must be authorized in writing by the Client.

This writing and the attached "General Terms and Conditions" and "Schedule of Hourly Charges" constitutes the full agreement of the parties and no oral statements or other writings shall be construed to be a part of this contract, executed by the parties.

We appreciate the opportunity to submit this proposal and look forward to assisting you with this project. If this proposal and agreement meet your approval, please acknowledge by signing this proposal letter and returning a copy to our office via email, fax or US Mail for our records and we will begin work when we have received retainage and receipt of the executed documents which will serve as our authorization to proceed with the work.

Thank you for your consideration.

Provider:



Dan S. Leyendecker, P.E., President
LNV Inc.

Client:

Riazul I. Mia, P.E., CFM
Utilities Director

Date: _____

Jesus Olivares
City Manager

Date: _____

PROFESSIONAL SERVICES AGREEMENT GENERAL TERMS AND CONDITIONS

This Professional Services AGREEMENT between LNV, Inc., herein after referred to as "LNV" and CLIENT includes the attached Proposal and these General Terms and Conditions which constitute the AGREEMENT.

PARTIES – CLIENT is defined as the entity that authorizes performance of services as stated in the Proposal by LNV and any entity that accepts responsibility for payment as stated in these General Terms and Conditions. If the CLIENT is ordering the services on behalf of another, the CLIENT represents and warrants that the CLIENT is authorized to act on behalf of said party in ordering and directing LNV's services.

BILLING AND PAYMENT – The CLIENT agrees to compensate LNV for services as stated per the attached Contract for Services. Services and expenses will be invoiced monthly. Invoice amounts are due within 30 days. Interest of 1 ½ percent per month compounded daily applies to all outstanding invoices. In the event any amount becomes past due, the design professional may give 7 days notice of intent to terminate the contract.

CONSEQUENTIAL DAMAGES – The CLIENT and LNV both agree to waive any claims for consequential damages against each other.

DELAYS – LNV will not be liable for delays due to force majeure.

DISPUTE RESOLUTION - Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

ENVIRONMENTAL – LNV assumes no responsibility for the detection or removal of any hazardous substances found at the job site.

JOBSITE SAFETY – LNV is not responsible for job site safety or means and methods of construction. Job site safety and construction means and methods are the responsibility of the Contractor.

LIMITATION OF LIABILITY – The CLIENT agrees, to the fullest extent possible, to limit the liability of LNV so that the total aggregate liability of LNV shall not exceed LNV's fee for services rendered on the project. It is acknowledged that this limitation of liability applies to any cause of action, be it contract, tort or any other theory. The CLIENT agrees to bring any claims against the LNV corporate entity, nor any individual owners or employees of LNV.

OWNER PROVIDED INFORMATION – LNV shall have the right to rely on the accuracy of any information provided by the CLIENT. LNV will not review this information for accuracy.

OWNERSHIP OF INSTRUMENTS OF SERVICE - LNV retains all intellectual property rights including common law, statutory, and other reserved rights in the instruments of service, including copyrights. The Owner agrees to limit use of the instruments of service to this site-specific project only.

PERMITS AND APPROVALS – It is the responsibility of the Owner to obtain all necessary permits and approvals. LNV will assist the Owner as mutually agreed in writing.

REJECTION OF NON-CONFORMING WORK – LNV shall have the authority, but not the responsibility, to reject nonconforming work. LNV shall bring any known non-conforming work to the attention of the CLIENT as soon as reasonably possible.

RIGHT OF ACCESS – LNV shall have access to the job site whenever work is in preparation or in progress.

STOP WORK AUTHORITY – LNV has no stop work authority.

TAXES – If and to the extent that any sales and/or use taxes are applicable to any Services provided hereunder, they are the responsibility of the purchaser and will be itemized separately on the invoice.

TERMINATION – This contract may be terminated by either party for convenience with 30 days written notice, or for cause with 7 days written notice. The project may be suspended by the CLIENT with 30 days written notice. In the event of suspension or cancellation for convenience, the CLIENT shall pay all expenses incurred prior to the date of notice.

City Council-Regular

Meeting Date: 04/18/2016

Initiated By: Jesus Olivares, City Manager

Staff Source: Riazul M. Mia, P.E., C.F.M.

SUBJECT

Authorizing the City Manager to approve Amendment No. 1 to the Engineering Contract with Dannenbaum Engineering Company-McAllen, L.L.C., of Laredo, Texas, for the design of a 24 inch Water Line from El Pico/Mines Road connection to Hachar Loop northern boundary line. The purpose of this amendment is to add 365 calendar days to termination date of Phase 1. There will be no Financial Impact. **(Approved by Operations Committee)**

PREVIOUS COUNCIL ACTION

On November 17, 2014 City Council approved award a contract to Dannenbaum Engineering Company-McAllen for the 24" Water Line from El Pico/Mines Road connection to Hachar Loop northern boundary line.

BACKGROUND

Phase I - Engineering Contract Fee for Preliminary Engineering Design of El Pico 24 Inch Waterline from El Pico/Old Mines Road Connection to Hachar Tract Northern Boundary Line

Basic Services:

1. Preliminary Engineering For 24 Inch Water Line \$137,572.50

Special Services:

1. Develop Ultimate Schematic thru Hachar Tract to allow waterline to be constructed inside Hachar Loop R.O.W. requiring the development of roadway schematics as per TxDOT. Detail survey of Hachar Loop to be provided by entity representing the Hachar Trust \$361,056.60
2. Develop environmental document thru Hachar Tract to allow Hachar Loop R.O.W. to be approved by TxDOT \$300,057.65
3. Preliminary Hydrology/Flood Analysis of creek crossings on the Hachar Trust \$167,244.61
4. Large Water Transmission Line Alignment Study \$50,131.92

ENGINEERING CONTRACT FEE **\$1,016,063.28**. Contract time for Phase I is 450 calendar days

AMENDMENT No. 1 is to add 365 calendar days .

	AMOUNT	CONTRACT TIME
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Original Contract	\$1,016,063.28	450 Calendar Days
Amendment 1	\$ 0.00	350 Calendar days
TOTAL	\$1,016,063.28	750 Calendar Days

COMMITTEE RECOMMENDATION

Operations Committee and Finance Committee

STAFF RECOMMENDATION

Approve Motion

Fiscal Impact

Fiscal Year: 2016
Budgeted Y/N?: y
Source of Funds: 2011 Water revenue Bond
Account #: 557-4193-538-0351
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2016
Budgeted Y/N?: Y
Source of Funds: 2013 Water Revenue Bond
Account #: 557-4195-538-0351
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Attachments

Dannenbaum Amendment 1

DANNENBAUM ENGINEERING COMPANY-McALLEN LLC

8610 McPHERSON, SUITE 130, LAREDO, TEXAS 78040
(956) 712-9817 OFFICE * (956) 712-9857 FAX

March 7, 2016

City of Laredo
Utilities Department
5816 Daugherty
Laredo, Texas 78041

**Attn: Riazul I. Mia, P.E., CFM,
Utilities Director**

Subj: Partially Executed Amendment No. 1 for Professional Services Contract

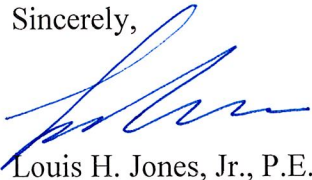
**Re: El Pico Second 60 Inch Transmission Line (Preliminary Engineering Only)
and Associated Preliminary/Final Design for 24 Inch Water Line
From El Pico/Old Mines Road Connection to Hachar Loop Northern Boundary
Line**

Dear Mr. Mia,

Enclosed please find Two (2) Original Partially-Executed Amendment No.1 to the Contract for Professional Services for the above referenced project. Extending termination date for Professional Services Contract.

Respectfully, we request your review and approval. Upon approval please execute both originals in blue ink and return both originals to our office.

Sincerely,



Louis H. Jones, Jr., P.E.
Principal

Cc: Eric Davila, P.E., CFM-DEC
Anthony Garza, Environmental Specialist-DEC
File

Recommended for Approval:



Riazul Mia, P.E.

AMENDMENT NO. 1 FOR PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF WEBB

CITY OF LAREDO

**City of Laredo
Water Utilities Department
El Pico Second 60 Inch Transmission Line (Preliminary Engineering Only)
and Associated Preliminary/Final Design for 24 Inch Water Line
From El Pico/Old Mines Road Connection to Hachar Loop Northern Boundary Line**

Pursuant to **IX – Changes of Scope of Services** this Amendment No. 1 to the Contract dated December 10, 2014 between the City of Laredo and Dannenbaum Engineering Company – McAllen, LLC for the El Pico Final Design for 24 Inch Water Line From El Pico/Old Mines Road Connection to Hachar Loop Northern Boundary Line hereinafter referred to as the “Contract” made and entered in Laredo, Webb County, Texas, between the City of Laredo, a Municipal Corporation in the State of Texas, hereinafter termed “City”, and

Dannenbaum Engineering Company – McAllen, LLC
8610 McPherson, Suite 130
Laredo, Texas 78040
(956) 712-9817 Office
(956) 712-9857 Fax

Engineer(s) duly licensed, and practicing under the laws of the State of Texas, hereinafter termed “Consultant,” Amendment No. 1 to the Contract being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council and by said Consultant for engineering services hereinafter set forth in connection with the above designated project for the City of Laredo.

Amendment No. 1 to the Contract is made pursuant to the terms and conditions of Section IV of the Contract made by and between the City of Laredo (the “City”) and Dannenbaum Engineering Company – McAllen, LLC (the “Consultant”)

IV. Period of Performance. Attachment B, Production Schedule in the Contract is amended to add 365 calendar days to termination date of Phase I.

This Amendment to the Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Contract not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, the City of Laredo has lawfully caused those presents to be executed by the hand of the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Secretary, and this Consultant to be effective as of the _____ day of _____, 2016.

DANNENBAUM ENGINEERING COMPANY – MCALLEN, LLC

BY: 
Louis H. Jones Jr., P.E., President

Date: 03/7/2016

CITY OF LAREDO, TEXAS

BY: _____
Jesus Olivares, City Manager

Date: _____

ATTEST:

BY: _____

Date: _____

PRINTED NAME: _____
City Secretary

El Pico Preliminary / Final Design 24 Inch Water Line From El Pico/Old Mines Road Connection to Hachar Loop Northern Boundary Line

Date: May 5, 2015

[illegible]